

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, August 26, 2025

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Dennis Donohue

Councilmembers:

Jose Luis Barajas, District 1 - Tony Barrera, District 2

Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4

Andrew Sandoval, District 5 - Aurelio Salazar, District 6

Rene Mendez, City Manager

Christopher A. Callihan, City Attorney

City Clerk's Office: (831) 758-7381

TELECONFERENCE NOTICE

Pursuant to California Government Code Section §54953, this meeting will include teleconference participation by Councilmember Margaret D'Arrigo, from 239 Pine Street, Salinas, California. The teleconference location shall be accessible to the public in accordance with the law.

ZOOM WEBINAR PARTICIPATION**JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:**

<https://cityofsalinas.zoom.us/j/81132996724>

To participate telephonically, call any number below:

+1 669 900 9128 US (San Jose) +1 669 444 9171 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 719 359 4580 US +1 253 205 0468 US +1 689 278 1000 US +1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 558 8656 US (New York) +1 646 931 3860 US

Webinar ID: 811 3299 6724

If prompted to enter a participant ID, press #.

PLEDGE OF ALLEGIANCE**ROLL CALL****CLOSED SESSION**

*Receive public communications from the audience on Closed session items.
The City Council will recess to closed session pursuant to:*

[ID#25-372](#)

a. Real Property Negotiations - California Government Code section §54956.8. Conference with real property negotiators René Mendez, City Manager; Lisa Murphy, Assistant City Manager, and Christopher A. Callihan, City Attorney regarding discussions with Monterey County Office of Education on the price and terms of payment for 342 Front Street (APN 002-213-028-000) and 323 California Street (APN 002-213-017-000) in the city of Salinas.

THE CITY COUNCIL WILL RECONVENE IN THE ROTUNDA AT 4:30 P.M.

CITY OF CHAMPIONS

Clara Adams

PUBLIC COMMENT PROCEDURES

If you wish to make a general public comment or comment on a specific agenda item, you are encouraged to attend the City Council meeting in person. Public comment may

also be submitted via email at PublicComment@ci.salinas.ca.us and will be entered into the record. Public comments generally are limited to two minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

GENERAL PUBLIC COMMENTS

Receive public communications on items that are not on the agenda and that are in the City of Salinas' subject matter jurisdiction. Comments on Consideration, Public Hearing items, and the Consent Agenda should be held until the items are reached.

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

Government Code § 84308. Parties to any proceeding involving a license, permit or other entitlement for use pending before the City Council must disclose any campaign contributions over \$500 (aggregated) within the preceding 12 months made by the party, their agent, and those required to be aggregated with their contributions under Government Code § 82015.5. The disclosure must include the amount contributed and the name(s) of the contributor(s).

CONSIDERATION

[ID#25-298](#)

2025 Fireworks Enforcement After-Action Report

Recommendation: Receive and accept the 2025 Fireworks Enforcement After-Action Report presented by the Salinas Fire and Police Departments.

[ID#25-362](#)

Future Funding for The Chinatown Navigation Center

Recommendation: Consider approving one of the following options regarding the Chinatown Navigation Center: 1) do not allocate additional funding and close the Chinatown Navigation Center as currently scheduled for November 30, 2025; or 2) appropriate \$387,000 of additional funding from the Budget Stabilization Contingency, if the Continuum of Care provides an additional \$200,000, to sustain operations through March 31, 2026.

PUBLIC HEARINGS

[ID#25-304](#)

First Substantial Amendment to HUD FY 2023-2024 Annual Action Plan

Recommendation: Approve a Resolution authorizing the submission of a First Substantial Amendment to Fiscal Year (FY) 2023-2024 Annual Action Plan (AAP) to the United States Department of Housing and Urban Development (HUD); authorizing the allocation of an additional \$595,000 in available Community Development Block Grant (CDBG) program funds to the Sherwood Recreation Center Building Improvement project (CIP 9535) for a total appropriation of \$4,546,796; and authorizing the City Manager, or designee, to incorporate any necessary modifications to the First Substantial Amendment based on community feedback, and to execute, on behalf of the City, any agreements and related documents for HUD-funded projects and activities as outlined in the attached First Substantial Amendment Summary to the FY 2023-2024 AAP.

CONSENT AGENDA

Matters listed under the Consent Agenda may be enacted by one motion unless a member of the Council requests a separate vote or discuss. Members of the public may comment on the Consent Agenda items collectively during their public comment.

[ID#25-373](#)

Minutes

Recommendation: Approve minutes of June 3, 2025, June 10, 2025, and August 12, 2025.

ID#25-255

Axon Fleet Camera Systems and Axon Evidence Licenses

Recommendation: Approve a Resolution authorizing the direct purchase and payment of annual service fees to support 10 additional Axon Fleet camera systems and 20 additional Axon Evidence licenses under the existing Axon Master Services Agreement from September 1, 2025 to September 30, 2026 and increase the compensation by \$50,383.81 for a revised not to exceed amount of \$2,432,236.57.

ID#25-322

2025 California International Airshow Permit at the Salinas Municipal Airport

Recommendation: Approve a Resolution authorizing the City Manager, or their designee to execute an Airport Use Permit for the 2025 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport, in accordance with the terms of said permit; waiving the Airport Use Permit fees for the 2025 California International Airshow; and waiving the cost of City Airport staff time associated with the 2025 California International Airshow.

ID#25-325

Fire Hazard Severity Zones Map

Recommendation: Adopt an Ordinance adopting by reference the State of California Fire Hazard Severity Zones Map entitled "City of Salinas-Monterey County Local Responsibility Area Fire Hazard Severity Zones".

2nd Reading

ID#25-343

Award of the Sherwood Recreation Center Building Improvement, CIP 9535

Recommendation: Approve a Resolution approving the Plans and Specifications for the Sherwood Recreation Center Building Improvement, CIP 9535; awarding a contract to Otto Construction, Inc. for the Sherwood Recreation Center Building Improvement, CIP 9535, in an amount not to exceed \$2,686,900; authorizing the Public Works Director or his designee to approve contract change orders up to an additional \$538,000, approximately 20% of the contract amount for construction contingencies; and appropriating \$3,623,602 from Community Development Block Grants (CDBG) funds to CIP 9535.

ID#25-347

Professional Service Agreement for On-call Pavement Management and Analysis

Recommendation: Approve a Resolution delegating authority to the City Manager to execute the Professional Services Agreement and take additional action necessary to implement the agreement with Pavement Engineering Inc. for On-Call Pavement Management and Analysis from August 26, 2025 to August 25, 2029 in an amount not to exceed \$1,000,000.

ID#25-348

Professional Services Agreement between City of Salinas and RRM Design Group

Recommendation: Approve a Resolution authorizing the City Manager to execute a Professional Services Agreement between the City of Salinas and RRM Design Group for architectural services related to renovations at the City's fire stations from July 1, 2025, to June 30, 2026, in an amount not to exceed \$587,716.55.

ID#25-358

FY 2025-26 Workforce Budget Allocation

Recommendation: Approve a Resolution authorizing the appropriation of \$137,100 from General Funds - fund balance for fully benefited position costs of one Recruitment Coordinator and one Public Safety Communications Specialist in the Police Department.

ID#25-366 **Microsoft Office 365 Government G3 License Renewal**

Recommendation: Approve a Resolution authorizing the City Manager and Purchasing Agent to complete the purchase of Microsoft Office 365 Government G3 license third year renewal from Dell, LP from September 1, 2025 to August 31, 2026, and increase the compensation by \$289,476.60 for an updated not to exceed amount of \$853,719.72.

CONSIDERATION - 6:00 P.M.

ID#25-371 **Acceptance of Signature Verification; Referendum Against Ordinance No. 2687**

Recommendation: Approve a Resolution accepting the Certificate of Signature Verification related to the Referendum Against Ordinance No. 2687 repealing four rent-related ordinances (Ordinance No. 2663, Ordinance No. 2681, Ordinance No. 2682, and Ordinance No. 2683).

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

Receive communication from Councilmembers on reports, appointments and future agenda items. Councilmember comments are generally limited to three minutes.

ADJOURNMENT

Patricia M. Barajas, City Clerk

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings and in accordance with Californian Government Code Section 54954.2 and 54956. City Council agenda reports and other writings distributed to the legislative body may be viewed at the Salinas City Clerk's Office, 200 Lincoln Avenue, Salinas, and are posted on the City's website at www.cityofsalinas.org in accordance with California Government Code section 54597.5. The City Council may take action that is different than the proposed action reflected on the agenda.

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in the meeting. Language interpretation may be requested as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Requests should be referred to the City Clerk's Office At 200 Lincoln Avenue, Salinas, 758-7381, as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the city by dialing 711 for the California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.

PUBLIC NOTIFICATION

This agenda was posted on August 21, 2025 in the Salinas Rotunda and City's website.

Meetings are streamed live at <https://salinas.legistar.com/Calendar.aspx>, televised live on Comcast Channel 25 and on <http://www.youtube.com/thesalinaschannel> at 4:00 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on Friday, Saturday, Monday and Wednesday following the meeting. For the most up-to-date Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at <http://tinyurl.com/SalinasChannel25>. All past City Council meetings may also be viewed on the Salinas Channel on YouTube at <http://www.youtube.com/thesalinaschannel>.



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Legislation Text

File #: ID#25-372, **Version:** 1

- a. Real Property Negotiations** - California Government Code section §54956.8. Conference with real property negotiators René Mendez, City Manager; Lisa Murphy, Assistant City Manager, and Christopher A. Callihan, City Attorney regarding discussions with Monterey County Office of Education on the price and terms of payment for 342 Front Street (APN 002-213-028-000) and 323 California Street (APN 002-213-017-000) in the city of Salinas.



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Legislation Text

File #: ID#25-298, Version: 1

2025 Fireworks Enforcement After-Action Report

Receive and accept the 2025 Fireworks Enforcement After-Action Report presented by the Salinas Fire and Police Departments.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025

DEPARTMENT: FIRE & POLICE DEPARTMENT

FROM: CHRISTOPHER KNAPP, DIVISION CHIEF/FIRE MARSHAL
CARLOS ACOSTA, POLICE CHIEF

TITLE: 2025 FIREWORKS ENFORCEMENT AFTER-ACTION REPORT

RECOMMENDED MOTION:

Receive and accept the 2025 Fireworks Enforcement After-Action Report presented by the Salinas Fire and Police Departments.

EXECUTIVE SUMMARY:

The attached After-Action Report provides a comprehensive overview of the strategies utilized to enforce laws and ordinances regarding illegal fireworks in the City of Salinas. It outlines both the successes achieved and areas for improvement, guiding future enforcement efforts. Additionally, the report presents statistical data on the sale of 'Safe-n-Sane' fireworks and evaluates the effectiveness of our outreach and enforcement initiatives in curbing illegal fireworks use in Salinas.

BACKGROUND:

The use of illegal fireworks continues to frustrate our citizens and burden our limited public safety resources. As this problem is not unique to the City of Salinas, staff continues to work to find ways to help combat the issue and minimize the impacts to all.

The overall strategy for the public outreach campaign and enforcement plan was a collaborative effort on behalf of the Salinas Fire Department Prevention Division and other City departments.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls

within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

It has been determined that the Government Code §84308/Levine Act does not apply to this.

STRATEGIC PLAN INITIATIVE:

Accepting this staff report supports the following Council goals:

- Public Safety
- City Services

DEPARTMENTAL COORDINATION:

This report is a compilation of information from the different departments and staff who participated in the enforcement operations and public outreach campaigns. The information was gathered by the Salinas Fire Department (SFD), the Salinas Police Department (SPD), Salinas Public Works Department (SPW), Monterey County Emergency Communications Department (ECD), and other City staff.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
NA	NA	NA	NA	NA	NA	NA

ATTACHMENTS:

2025 After-Action Report
2025 After-Action PowerPoint

City of Salinas Fireworks Enforcement Operations

AFTER ACTION REPORT



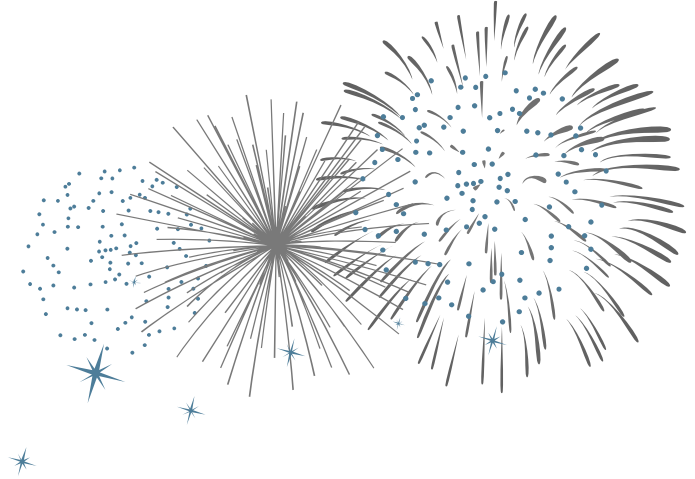
August 26, 2025

Outreach & Education

- Multi-media campaign from June 1st to July 12th, increased involvement from residents in the reporting of illegal fireworks usage.
- Large signs placed at key intersections and within neighborhoods throughout the city.
- Social media posts, print press, radio and television news stories.
- Interviews with local media outlets.



Revenue Statistics



Statistical Information:

Duration: June 1st – July 12th, 2025

Funding Sources:

	<u>2024</u>	<u>2025</u>	<u>% Change</u>
<i>“Safe & Sane” retail fireworks booth application fees:</i>	\$7,933	\$8,226	3.64%
<i>“Safe & Sane” fireworks retail sales surcharges (7% of gross):</i>	\$51,115	\$52,631	2.97%
<i>Illegal fireworks Administrative Citations collected:</i>	\$58,126	\$82,500	41.93%
Total Estimated Revenue	\$117,174	\$143,357	22.35%

Charitable Organizations Statistics



2025 Fireworks revenue collected: \$9,880.94

2024 Fireworks revenue collected: \$17,054

Group Name (3)	Net Sales	Retail Sales	7% Surcharge
Family & Faith Ministries of CA/ Celebration Church	\$21,674.35	\$43, 348.70	\$3,034.41
Lincoln Elementary School PTO	\$16,119.25	\$32,238.50	\$2,256.70
Mount Toro High Parent Booster	\$32,784.53	\$65,569.06	\$4,589.83
TOTALS:	\$70,578.13	\$141,156.26	\$9,880.94

\$7,173.06 difference
42.6% decrease

Charitable Organizations Statistics



Group Name (15)	Net Sales	Retail Sales	7% Surcharge
Alisal HS Booster Club	\$18,526.80	\$37,053.60	\$2,593.75
Everett Alvarez Athletic Booster Club	\$22,747.00	\$45,494.00	\$3,184.58
CHP #730 Squad Club	\$23,950.02	\$47,900.04	\$3,353.00
Rancho San Juan HS Booster Club	\$20,659.12	\$41,318.24	\$2,892.28
Victory Outreach- Salinas	\$20,058.36	\$40,116.72	\$2,808.17
Kammann PTO	\$7,704.50	\$15,409.00	\$1,078.63
Madonna Del Sasso School	\$21,871.11	\$43,742.22	\$3,061.96
Unity Care Group	\$19,124.98	\$38,249.96	\$2,677.50
Notre Dame High School	\$21,886.63	\$43,773.26	\$3,064.13
Salinas Colts Broncos Football	\$20,919.38	\$41,838.76	\$2,928.71
SHS Athletic Booster Club	\$34,889.80	\$69,779.60	\$4,884.57
Rotary Club of Salinas Alisal	\$14,523.96	\$29,047.92	\$2,033.35
North Salinas HS Booster Club	\$27,133.19	\$54,266.38	\$3,798.65
El Gabilan School	\$10,825.45	\$21,650.90	\$1,515.56
SHS Athletic Booster Club	\$20,536.64	\$41,073.28	\$2,875.13
TOTALS:	\$305,356.94	\$610,713.88	\$42,749.97

**2025
Fireworks
revenue
collected:
\$42,749.97**

**2024
Fireworks
revenue
collected:
\$44,621.36**

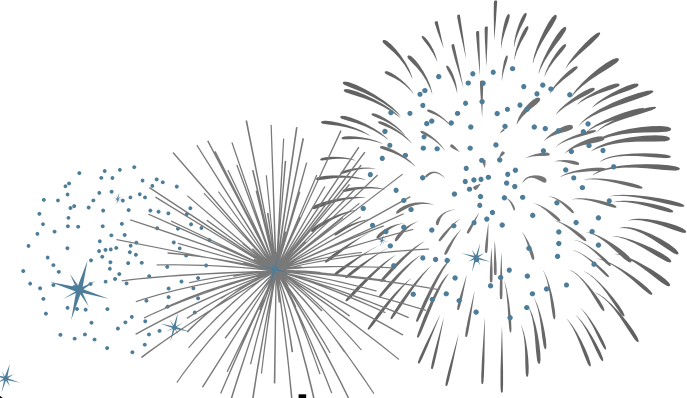
**\$1,871.39 difference
4.19% decrease**

Fire Department Operation & Statistics

June 1st, 2025 through July 4th, SFD responded to a total of 1,602 emergency incidents. A breakdown of the fire incidents with previous years' data is provided as follows:

	2023	2024	2025
<i>Structure Fires:</i>	15	13	7
<i>Vegetation Fires:</i>	62	61	48
<i>Misc. Fire (Dumpsters, etc.):</i>	18	60	53
<i>Totals:</i>	95	134	108

Illegal Fireworks Reports



Reports to 911 Dispatch Center, Q-Alert/Salinas Connect and Fireworks Website/Tip Line = 559

- Illegal fireworks activity decreased slightly compared to last year.
- Staff attributes this to the following factors:
 - *Additional resources and technology*
 - *Increased costs- fireworks*
 - *Public receiving our outreach message*
 - *4th of July celebration at the Sports Complex*

Observe and Document



Fireworks Enforcement Task Force (39 Members)

- Fire Personnel (16 Total)
 - Fire Administration (1)
 - Fire Prevention (7)
 - SFD Drone Pilots (8)
- Salinas Police (9)
 - 1 Sergeant
 - 4 Patrol Units w/ 2 Officers
- Other City Staff (14)
 - Permit Services
 - Library Services
 - Public Works
 - Information Technologies

Observe and Document Cont.

- 9 Marked Vehicles (SFD & SPD)
 - *Show a presence to the community*
 - *Evidence collection*
- 3 Unmarked Vehicles
 - *Evidence collection*
- 4 Drones
- Salinas Connect monitored during the 4th
- Citizen participation in reporting illegal fireworks slightly increased compared to last year.



Observe and Document – Drone Team

SFD & SPD Drone Team deployed 4 drones



Illegal Fireworks Statistics

- The total number of Administrative Citations 96.
- Administrative fines remain unchanged from the previous year at \$1,250 with a noise violation of \$250.
- Largest single citation is \$10,250.
- Issued citations totaling \$218,500.

ADMINISTRATIVE CITATION
CITY OF SALINAS FIRE DEPARTMENT
Office of the Fire Marshal/Fire Prevention Division
200 Lincoln Ave., Salinas, CA 93901
Office (831)758-7466 Email: fireprevention@ci.salinas.ca.us

DATE: 7/25/2025 CASE NO: FD2507-0111


The City of Salinas Fire Department, Code Enforcement Officer(s) and/or Salinas Police Officer(s) witnessed the discharge of illegal fireworks from APN: , in the City of Salinas on the following date(s): July 4th, 2025.

THIS IS A VIOLATION OF SALINAS MUNICIPAL CODE (SMC) CHAPTER 13A AND YOU ARE BEING ISSUED THIS ADMINISTRATIVE CITATION IN LIEU OF CRIMINAL PROSECUTION FOR THE FOLLOWING VIOLATION(S):

<u>Code Section</u>	<u>Fine</u>
- SMC Section 5-02.19(c) POSSESSION or USE OF ILLEGAL FIREWORKS	\$1,250.00
- SMC Section 5-12.05(b) DISTURBING THE PEACE; NOISE	\$250.00
- SMC Chapter 13-9; 104.12 - 111.4 COST RECOVER	

ADDITIONAL VIOLATIONS MAY RESULT IN CRIMINAL PROSECUTION, ADDITIONAL ADMINISTRATIVE FINES, AND FURTHER PUNITIVE ACTIONS.

Issued to Owner of _____ Address of Property Owner of _____


CHRISTOPHER KNAPP
FIRE MARSHAL/DIVISION CHIEF

This Citation is required to be paid within thirty (30) days from the date of issuance.
FINES ARE PAYABLE TO:
CITY OF SALINAS, 200 Lincoln Ave., Salinas, CA 93901
PLEASE REFER TO THE BACK OF THIS CITATION FOR ADDITIONAL IMPORTANT INFORMATION:

Education & Enforcement Expenses

	2024	2025	% Change/Difference
<i>City Staff Overtime:</i>	\$16,628	\$17,605.52	5.88%
<i>Drone Equipment:</i>	\$14,996	\$0.00	100%
<i>Video Equipment:</i>	\$1,100	\$0.00	100%
<i>Outside Services:</i>	\$12,561	\$15,360	22.28%
<i>Vehicle Rental:</i>	\$1,411	\$1,386	1.77%
<i>Sign Printing:</i>	\$0.00	\$3,277.50	327%
Total Expenses:	\$46,696	\$37,629.02	19.42%

Recommendations

- Increase utilization of Drone Teams on future July 4th Holidays.
- Continue to utilize additional city employees, willing to observe, report and collect evidence.
- Increase sharing of regional resources to target illegal fireworks sales.
- Increase publicity of undercover activity and citation statistics in traditional and social media.
- Continue attempts to engage neighborhood groups and citizens in “observe and report” roles.
- Work with community groups to establish a community-based organized fireworks display to discourage “at-home” use of illegal fireworks.

Conclusion and Next Steps

The goal of these programs continues to focus on changing social consciousness at the individual and neighborhood level. It should be acknowledged that this is an ongoing process over many years.

Future years' plans will build on these successes. The City staff will remain engaged with constituents to discuss and implement recommendations to bring about a social change and improve the quality of life for the residents of Salinas.





QUESTIONS?

City of Salinas Fireworks Enforcement Operations – After Action Report

August 26

2025

CONTENTS

EXPLANATION OF TERMS	3
INTRODUCTION.....	4
AFTER ACTION REPORT OVERVIEW.....	5
STRENGTHS.....	13
AREAS OF IMPROVEMENT	13
RECOMMENDATIONS	14
CONCLUSION AND NEXT STEPS	14
IMPROVEMENT PLANNING MATRIX	15

EXPLANATION OF TERMS

Examples:

AAR	After Action Report
CAD	Computer Aided Dispatch
COS	City of Salinas
EOC	Emergency Operations Center
SFD	Salinas Fire Department
SPD	Salinas Police Department
SCE	Salinas Code Enforcement
SPW	Salinas Public Works
OCA	Office of the City Attorney
ECD	Emergency Communications Department
IAP	Incident Action Plan
IC	Incident Command
ICP	Incident Command Post
ICS	Incident Command System
NGEN	Next Generation Emergency Network
RP	Reporting Party

INTRODUCTION

This report summarizes the various strategies used to enforce current laws and ordinances respective of illegal fireworks in the City of Salinas and will serve to highlight the relative successes and areas for improvement for future operations.

Focus:

- ☒ Prevention / public outreach
- ☒ Enforcement of illegal activity
- ☒ Incident Response / mitigation

Classification:

- ☒ Unclassified
- ☐ For Official Use Only (FOUO)
- ☐ By Invitation Only

Operation, Activity or Scenario:

- ☒ Fire
- ☒ Law Enforcement Action
- ☐ Severe Weather
- ☐ Hazardous Material Release
- ☐ Bomb Threat
- ☐ Medical Emergency
- ☐ Evacuation
- ☐ Lockdown
- ☐ Special Event
- ☐ Exercise/Drill
- ☐ Other

Statistical information for this report was collected from CAD records, and the various reporting platforms for the period of June 1, 2025 through July 12, 2025.

AFTER ACTION REPORT OVERVIEW

This report is a compilation of information from the different departments and staff who participated in the enforcement operations and public outreach campaigns. The information was gathered by the Salinas Fire Department (SFD), the Salinas Police Department (SPD), Salinas Public Works Department (SPW), Monterey County Emergency Communications Department (ECD), and other City staff.

The overall strategy for the public outreach campaign and enforcement plan was a collaborative effort on behalf of the SFD Prevention Division and other City departments.

The recommendations in this AAR should be viewed with considerable attention to the needs for a safe and livable community. In some cases, departments may determine that the benefits of implementation are insufficient to outweigh cost or pose a considerable safety risk for staff or the public. In other cases, departments may identify alternative solutions that are more effective. However, each department should review the recommendations and determine the most appropriate action and time needed for implementation.

The issues addressed in this AAR should be reviewed and thoroughly examined for the appropriation of needed resources to ensure the functions of incident response, stabilization and enforcement are safe, efficient, and effective.

Operational Overview:

Starting on June 1st, a multi-media campaign was launched to increase involvement from residents in the reporting of illegal fireworks use. Building on the positive outcome realized in 2018 and 2019, large signs were again placed at key intersections throughout the city promoting the various methods of reporting illegal fireworks use. This was further publicized in a broad social media campaign, print press, and broadcast news outlets. A detailed statistical analysis is attached.

This campaign proved ongoing success in routing complaints received through the www.salinasfireworks.com website, the “Salinas Connect” application, as well as the voicemail and text tip line.

Fireworks



The Fire Prevention Office plays a pivotal role in overseeing various aspects of fire safety, including the regulation of fireworks activities. Through meticulous monitoring, the office ensures compliance with regulations governing the operation of fireworks lottery stands, verifying that only approved vendors sell “safe and sane” fireworks in designated areas. Additionally, the office diligently reviews fireworks citations issued by enforcement teams, assessing the effectiveness of enforcement measures and identifying areas for improvement. Moreover, the Fire Prevention Office prioritizes fire safety education and awareness campaigns, providing valuable resources and guidance to the community to mitigate fire risks associated with fireworks usage. By vigilantly supervising these critical components—fireworks lottery stands, citations, and fire safety—the office fosters a safer environment for all residents, promoting responsible firework practices and reducing the potential for fire-related incidents.

Fireworks Lottery Stands

+

Fireworks Citations

+

Fireworks Safety

+

Report Fireworks

—



Based on the lessons learned from the previous fireworks seasons in 2020 through 2024, undercover patrols, along with marked vehicles, were deployed on the holiday to corroborate citizen tips from the Salinas Connect app, salinasfireworks.com website, voicemail, and text reports.



All members of the 2025 Fireworks Enforcement Task Force coordinated with one another via telecommunication related means, resources patrolled areas where increased activity was evident and collected evidence to support the issuance of administrative citations after the fact.

Citizen participation in reporting illegal fireworks slightly increased as compared to last year. This increase can be attributed to multiple factors including success of our campaign, inflation across many sectors like fuel and fireworks, and the holiday falling on a Friday. The “Salinas Connect”

application served as the primary repository for all illegal fireworks reports and residents could upload pictures and video evidence to support the reports.

ADMINISTRATIVE CITATIONS

For the period of June 1st through July 12th, the total number of Administrative Citations referred to the Office of City Attorney was 96.

Administrative fines remained unchanged from the previous year at \$1,250 for the “Use, Possession, or Sale of Illegal Fireworks” and \$250 for the “Noise Violation” totaling a minimum citation of \$1,500.

In some cases, multiple fines were assessed where illegal activity was documented over several days. The highest single citation amount was \$10,250.

Disputed citations are managed and heard in accordance with the City of Salinas Municipal Code. The Fire Prevention Division coordinates the Administrative Hearing process with the necessary parties.

Statistical Information:

Duration: June 1st – July 12th, 2025

Funding Sources

	2024	2025	% Change
<i>“Safe & Sane” retail fireworks booth application fees:</i>	\$7,933	\$8,226	3.64%
<i>“Safe & Sane” fireworks retail sales surcharges (7% of gross):</i>	*\$51,115	\$52,631	2.97%
<i>Illegal fireworks fines collected through Administrative Citations:</i>	\$58,126	\$82,500	41.93%
<i>Total Estimated Revenue</i>	\$117,174	\$143,357	22.35%

* Information as provided by wholesalers TNT and Phantom Fireworks.

Enforcement and Education Expenses

	2024	2025	% Change/Difference
<i>City Staff Overtime:</i>	\$16,628	\$17,605.52	5.88%
<i>Drone Equipment:</i>	\$14,996	\$0.00	100%
<i>Video Equipment:</i>	\$1,100	\$0.00	100%
<i>Outside Services:</i>	\$12,561	\$15,360	22.28%
<i>Vehicle Rental:</i>	\$1,411	\$1,386	1.77%
<i>Sign Printing:</i>	\$0.00	\$3,277.50	327%
<i>Total Expenses:</i>	\$46,696	\$37,629.02	19.42%

FIREWORKS SALES AND SURCHARGE



Group Name (15)	Net Sales	Retail Sales	7% Surcharge
Alisal HS Booster Club	\$18,526.80	\$37,053.60	\$2,593.75
Everett Alvarez Athletic Booster Club	\$22,747.00	\$45,494.00	\$3,184.58
CHP #730 Squad Club	\$23,950.02	\$47,900.04	\$3,353.00
Rancho San Juan HS Booster Club	\$20,659.12	\$41,318.24	\$2,892.28
Victory Outreach- Salinas	\$20,058.36	\$40,116.72	\$2,808.17
Kammann PTO	\$7,704.50	\$15,409.00	\$1,078.63
Madonna Del Sasso School	\$21,871.11	\$43,742.22	\$3,061.96
Unity Care Group	\$19,124.98	\$38,249.96	\$2,677.50
Notre Dame High School	\$21,886.63	\$43,773.26	\$3,064.13
Salinas Colts Broncos Football	\$20,919.38	\$41,838.76	\$2,928.71
SHS Athletic Booster Club	\$34,889.80	\$69,779.60	\$4,884.57
Rotary Club of Salinas Alisal	\$14,523.96	\$29,047.92	\$2,033.35
North Salinas HS Booster Club	\$27,133.19	\$54,266.38	\$3,798.65
El Gabilan School	\$10,825.45	\$21,650.90	\$1,515.56
SHS Athletic Booster Club	\$20,536.64	\$41,073.28	\$2,875.13
TOTALS:	\$305,356.94	\$610,713.88	\$42,749.97



Group Name (3)	Net Sales	Retail Sales	7% Surcharge
Family & Faith Ministries of CA/ Celebration Church	\$21,674.35	\$43,348.70	\$3,034.41
Lincoln Elementary School PTO	\$16,119.25	\$32,238.50	\$2,256.70
Mount Toro High Parent Booster	\$32,784.53	\$65,569.06	\$4,589.83
TOTALS:	\$70,578.13	\$141,156.26	\$9,880.94

Salinas Fire Department Operations

During this period in 2025, SFD responded to nearly 1,602 emergency incidents. A breakdown of the fire incidents with previous years' data is provided as follows:

	2023	2024	2025
<i>Structure Fires:</i>	15	13	7
<i>Vegetation Fires:</i>	62	61	48
<i>Misc. Fire (Dumpsters, etc.):</i>	18	60	53
<i>Totals:</i>	95	134	108

For the 4th of July holiday period, SFD's staffing consisted of 1 member of Fire Administration, 7 members of Fire Prevention, 8 SFD Drone Pilots, and additional city staff to respond to increased calls for service and patrol the target threat areas.

The Salinas Police Department provided 1 Sergeant and 4 patrol units with 2 officers in each vehicle.

14 additional city employees assisted with illegal fireworks patrols. Those departments included: Community Development, City Clerk's Office, Library Services, Information Systems, and Public Works.

Salinas Fire responded to numerous calls for service on 4th of July to include 7 structure fires, 48 vegetation fires, and numerous other calls.

STRENGTHS

- ❖ Adequate funding from existing fees, surcharges, and fines.
- ❖ Participation from the City employees alleviated the excessive burden of limited SFD and SPD resources.
- ❖ Comprehensive media coverage including ad campaigns on all platforms such as television, radio, social media, and signs.
- ❖ Citizen-based tips from the “neighborhood approach” using Salinas Connect and fireworks hotline.
- ❖ Undercover operations to “observe and report” led to Administrative Citations with better evidentiary documentation.
- ❖ Integration of the Salinas Connect reporting platform provided detailed information for follow-up.
- ❖ Additional signage was placed at high visibility areas and intersections of the city.
- ❖ Advance warnings sent to addresses where illegal fireworks were reported last year helped to deter activity in certain areas.

AREAS OF IMPROVEMENT

- ❖ Collection and sorting of data from various sources of intelligence remains a manual process and is labor intensive.
- ❖ Manual review of video evidence is also time consuming and delays issuance of Administrative Citations and pulls staff from normal job functions.
- ❖ Means of collecting accurate evidence.
- ❖ More real time integration between tips and enforcement, starting in June.

RECOMMENDATIONS

- ❖ Increase utilization of Drone Teams (SPD and SFD) on future July 4th Holidays.
- ❖ Continue to utilize additional city employees, willing to observe, report and collect evidence.
- ❖ Increase sharing of regional resources to target illegal fireworks sales.
- ❖ Increase publicity of undercover activity and citation statistics in traditional and social media.
- ❖ Continue attempts to engage neighborhood groups and citizens in “observe and report” roles.
- ❖ Work with community groups to establish a community-based organized fireworks display to discourage “at-home” use of illegal fireworks.

CONCLUSION AND NEXT STEPS

Continued collaborative efforts in this years’ campaign proved to be a positive influence toward curbing illegal fireworks use in the City of Salinas. The goal of these programs continues to focus on changing social consciousness at the individual and neighborhood level. It should be acknowledged that this is an ongoing process over several years but marked decreases in activity were noted this year.

The improvement in the quality of citizen reports is a positive indicator of the success of these efforts. The increase in citations with actionable evidence is another product of better collaboration between City departments in a coordinated fashion.

Future years’ plans will build on these successes. The City staff will remain engaged with constituents to discuss and implement recommendations to bring about a social change and improve the quality of life for the residents of Salinas.

IMPROVEMENT PLANNING MATRIX

IMPROVEMENT PLANNING MATRIX

<u>Area of Improvement</u>	<u>Improvement Action</u>	<u>Responsible Party/Areas</u>	<u>Targeted Completion Date</u>	<u>Status</u>
1) Neighborhood Involvement	Solicit more participation in outreach and volunteer patrol	Council/Community Safety Div.	4/2026	Ongoing
2) Limited Patrol Staffing	Increase staffing where possible	SFD/SPD	7/2028	Ongoing
3) Integration with “Salinas Connect”	Further refine automated responses and reports	Administration Div./SFD Prevention Div.	5/2019	100% complete
4) Data Collection and Sorting	Staff collaboration to merge data sources	Administrative Div./SFD Prevention	6/2019	100% complete
5) Multi-Unit Dwelling Enforcement	Identify better methods for citations of individuals	SFD/City Attorney/ SPD/SCE	1/2028	Ongoing
6) Limited Administrative Support	Identify existing staff resources to assist	SFD/Administrative Div./FW/ SCE/ City Attorney	10/2028	In-process



Legislation Text

File #: ID#25-362, Version: 1

Future Funding for The Chinatown Navigation Center

Consider approving one of the following options regarding the Chinatown Navigation Center: 1) do not allocate additional funding and close the Chinatown Navigation Center as currently scheduled for November 30, 2025; or 2) appropriate \$387,000 of additional funding from the Budget Stabilization Contingency, if the Continuum of Care provides an additional \$200,000, to sustain operations through March 31, 2026.



**CITY OF SALINAS
CITY COUNCIL**

DATE: AUGUST 26, 2025

DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT

FROM: LISA MURPHY, ASSISTANT CITY MANAGER
LISA BRINTON, COMMUNITY DEVELOPMENT
DIRECTOR

BY: KAYSHLA LOPEZ, HOMELESS SERVICES MANAGER

TITLE: FUTURE FUNDING FOR THE CHINATOWN NAVIGATION
CENTER

RECOMMENDED MOTION:

It is recommended the City Council approve one of the following options regarding the Chinatown Navigation Center:

Option 1: Do not allocate additional funding and close the Chinatown Navigation Center as currently scheduled for November 30, 2025.

Or

Option 2: Appropriate \$387,000 of additional funding from the Budget Stabilization Contingency, if the Continuum of Care provides an additional \$200,000, to sustain operations through March 31, 2026.

EXECUTIVE SUMMARY:

The City operates the Chinatown Navigation Center (CNC), a temporary shelter serving unhoused individuals. The CNC has been primarily funded through one-time grant funds which are projected to be fully expended by November 30, 2025. Without additional funding, the CNC will close on that date, and current guests will be relocated.

BACKGROUND:

The City assumed operations of the CNC, located at 115 E Lake St., in March 2020, following its closure by the Franciscan Workers of Junipero Serra. Soon after, the City installed a sprung structure with Emergency Solutions Grant (ESG) funds, Covid related funds, and Housing Successor Agency funds. This created a navigation center that serves as a 24/7 shelter providing comprehensive services to individuals experiencing homelessness. The CNC offers 50 shelter beds, daily meals, showers, restrooms facilities, and laundry facilities.

Operated by Community Homeless Solutions, guests receive case management, housing navigation assistance, group counseling and referrals to additional services to support their transition to permanent housing. The CNC also serves the broader Chinatown community by providing shower and restroom facilities to unhoused individuals. To date, the CNC has provided shelter to over 932 households and has placed 200 households into permanent housing.

The cost to operate the facility and provide services is \$2.5 million annually and has been funded by a combination of one-time grants and contributions from the General Fund. Funding is only secured through November 2025. This creates a shortfall of \$1.74 million for the FY 2025-2026 operations. Community Homeless Solutions has submitted a revised staffing proposal to reduce the operating cost in order to allow the CNC to operate through the winter months. The revised amount is \$587,000 (\$146,750 per month) to remain open through March 2026.

The City has been working with its non-profit partners and the Continuum of Care (COC) to seek out additional funding in the amount of \$587,000 to remain open through March 2026. The COC Leadership Council will meet on August 27th to consider allocating \$200,000 toward CNC operations, however, even with a COC contribution of \$200,000, a gap of \$387,000 would remain.

Depending on the COC actions, the Council could reconsider allocating the additional funding at a future meeting.

In either of these scenarios, the CNC will be closing. In preparation, the City is already collaborating with its partners to relocate shelter residents to alternative housing placements. The City, in partnership with the COC, will seek leadership council approval to prioritize the Chinatown Navigation Center participants for any upcoming Coordinated Entry Placements. Additionally, the City will work with the County and the SHARE Center to prioritize emergency bed vacancies, while Community Homeless Solutions Staff will continue to provide housing navigation and financial assistance for shelter residents for long term housing solutions.

This item was presented to the Finance Committee on August 12, 2025, as an informational item.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that this administrative report is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No, this item is not subject to Government Code §84308/Levine Act.

STRATEGIC PLAN INITIATIVE:

This item is directly related to the City Council’s Strategic Goal for Housing/Affordable Housing: Pursue housing options for residents of all income levels, including the unsheltered, that is safe and secure.

DEPARTMENTAL COORDINATION:

Staff from both Community Development and Administration departments coordinated efforts to complete this report.

FISCAL AND SUSTAINABILITY IMPACT:

To operate the CNC in its current capacity, the annual cost is \$2.5 million, however, funding is only available to operate the shelter through November 2025. If the Council decides to allocate \$387,000 for the CNC, the funds will be taken from the Budget Stabilization Contingency.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)*
1000	80.8005-64.5820	Other Charges Contingencies	\$1,000,000	TBD	174	6/17/25, 23269

* The FY 2025-26 Operating Budget was adopted on June 17, 2025.

ATTACHMENTS:

None



Legislation Text

File #: ID#25-304, Version: 1

First Substantial Amendment to HUD FY 2023-2024 Annual Action Plan

Approve a Resolution authorizing the submission of a First Substantial Amendment to Fiscal Year (FY) 2023-2024 Annual Action Plan (AAP) to the United States Department of Housing and Urban Development (HUD); authorizing the allocation of an additional \$595,000 in available Community Development Block Grant (CDBG) program funds to the Sherwood Recreation Center Building Improvement project (CIP 9535) for a total appropriation of \$4,546,796; and authorizing the City Manager, or designee, to incorporate any necessary modifications to the First Substantial Amendment based on community feedback, and to execute, on behalf of the City, any agreements and related documents for HUD-funded projects and activities as outlined in the attached First Substantial Amendment Summary to the FY 2023-2024 AAP.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: ORLANDO REYES, ASSISTANT DIRECTOR

BY: VINCENT MONTGOMERY, PLANNING MANAGER
FRANCISCO BRAMBILA, MANAGEMENT ANALYST
ERIC SOTELO, COMMUNITY DEVELOPMENT ANALYST

TITLE: FIRST SUBSTANTIAL AMENDMENT TO HUD FY 2023-2024
ANNUAL ACTION PLAN

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing:

1. The submission of a First Substantial Amendment to Fiscal Year (FY) 2023-2024 Annual Action Plan (AAP) to the United States Department of Housing and Urban Development (HUD);
2. The allocation of an additional \$595,000 in available Community Development Block Grant (CDBG) program funds to the Sherwood Recreation Center Building Improvement project (CIP 9535) for a total appropriation of \$4,546,796; and
3. The City Manager, or designee, to incorporate any necessary modifications to the First Substantial Amendment based on community feedback, and to execute, on behalf of the City, any agreements and related documents for HUD-funded projects and activities as outlined in the attached First Substantial Amendment Summary to the FY 2023-2024 AAP.

EXECUTIVE SUMMARY:

Following the bid opening for the Sherwood Recreation Center (SRC) Building Improvement project (CIP 9535) and a reassessment of associated construction costs, the City has identified a project funding shortfall of approximately \$595,000. To close this funding gap, the City proposes its First Substantial Amendment to the FY 2023-2024 Annual Action Plan (AAP), reallocating \$550,000 in unspent Community Development Block Grant (CDBG) funds from the Republic Café project and \$45,000 from the Housing Referrals and Tenant/Landlord Services project. These funds, originally designated through the FY 2023-2024 AAP, would be redirected to support the SRC improvements. The reallocated CDBG funds will be used to cover administrative expenses, construction activities, and contingency costs associated with the project.

BACKGROUND:

The SRC project is located at 920 N. Main Street in Salinas, CA, on a City-owned parcel. The project involves converting the former Municipal Swimming Pool Building (approximately 12,895 sq ft) into a fully functional recreation center focused on youth sports programs. Interior improvements were completed in prior phases.

The current phase includes exterior upgrades such as hazardous material remediation, roof and façade repairs, installation of new windows and doors, enhanced accessibility features, parking lot improvements, landscaping, and additional interior enhancements. Through its FY 2021-2022, 2022-2023, 2023-2024, and 2024-2025 Annual Action Plans (AAPs), the City allocated a total of \$3,951,796 of CDBG funds toward preliminary design, soft costs, and construction.

On July 15, 2025, the City opened bids for the proposed scope of work and identified a funding shortfall of approximately \$595,000. To address this gap, the City proposes reallocating funds from two delayed projects shown below in Table 1.

Table 1

AAP FY	Project No.	CDBG Project Name	Amount Available
2023-24	4	Republic Café Museum at 37 Soledad St	\$550,000
	6	City of Salinas - Housing Referrals and Tenant/Landlord Services	\$45,000
Total			\$595,000

With the addition of these funds, the total allocation for the SRC project would increase to \$4,546,796. Table 2 below breaks down project cost by task. These funds will support architectural planning, predevelopment activities, construction, and activity delivery. On August 26, 2025, the Public Works department will seek City Council award of contract to the lowest responsive and responsible bidder. Construction is expected to begin shortly thereafter.

Table 2

Task	Amount
Activity Delivery	\$280,191
Predevelopment	\$454,184
Construction	\$3,224,900
Construction Management	\$587,521
Total Project Cost	\$4,546,796

In accordance with the City's Citizen Participation Plan, public notices in English and Spanish were published in *The Monterey Herald* and on the City's website on or before July 27, 2025. Notices were also posted at the Community Development Department (65 W. Alisal Street), City Hall (200 Lincoln Avenue), and city libraries. Additionally, the draft amendment summary was distributed via email to the Community Development Department's Housing Distribution list.

The draft First Substantial Amendment FY 24-24 Summary is available for public review during the mandatory 30-day comment period, beginning July 27, 2025, and concluding with the scheduled City Council hearing on August 26, 2025. Documents are accessible at the Community Development Department, City Hall, city libraries, and online. Copies may also be requested via email. The public is encouraged to review and provide feedback on the proposed amendment.

This First Substantial Amendment will also help the City to expedite the timing of expenditures, reduce its available CDBG balance and maintain compliance with HUD's expenditure ratio requirements.

CEQA CONSIDERATION:

The City of Salinas has determined that the proposed action (First Substantial Amendment) is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA and National Environmental Policy Act (NEPA) applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

Yes.

STRATEGIC PLAN INITIATIVE:

This action furthers objectives under the 2025-2028 City Council Goal of Youth and Seniors by funding the conversion of the former Municipal Swimming Pool Building (approximately 12,895 sq ft) into a fully functional recreation center focused on youth sports programs.

DEPARTMENTAL COORDINATION:

Community Development's Housing and Community Development Division has coordinated proposed First Substantial Amendment with other City departments including Finance, Legal, Library Community Services and Public Works.

FISCAL AND SUSTAINABILITY IMPACT:

There is no General Fund impact associated with this agenda item as available City of Salinas HUD entitlement funds will be used to support this allowable CDBG project.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)
2910	30.3240-61.xxxx	Salaries & Benefits	\$194,549.51	\$160,926.19	N/A	May 16, 2023, Reso No. 22658
2910	30.3240-63.5010	Professional Services	\$414,113.30	\$375,135.84	N/A	
2910	30.3240-63.5900	Other Professional Services	\$25,000.00	\$0	N/A	
2910	30.3240-63.6010	Other Outside Services	\$9,003.86	\$0	N/A	
2910	30.3240-64.1100	Other Charges Legal Publications	\$4,973.60	\$0	N/A	
2910	30.3240-66.3600	Capital Outlays Contribution - Bldg Construction	\$3,621,173.34	\$58,937.97	N/A	

ATTACHMENTS:

1. Resolution
2. First Substantial Amendment Summary
3. PowerPoint – First Substantial Amendment – FY 23-24 AAP

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING A FIRST
SUBSTANTIAL AMENDMENT TO HUD FY 2023-2024 ANNUAL ACTION PLAN**

WHEREAS, the City of Salinas (City) as an Entitlement City, receives and administers United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grants (ESG) program funding; and

WHEREAS, through its Fiscal Years (FY) 2021-2022, 2022-2023, 2023-2024, and 2024-2025 Annual Action Plans (AAPs) the City allocated a total of \$3,951,796 in CDBG funds toward preliminary design, soft costs, and construction for the Sherwood Recreation Center (SRC) Building Improvement project (CIP 9535); and

WHEREAS, following the bid opening for the Sherwood Recreation Center (SRC) Building Improvement project (CIP 9535) and a reassessment of associated construction costs, the City has identified a funding shortfall of approximately \$595,000; and

WHEREAS, the City of Salinas has identified \$550,000 in unspent CDBG funds from the Republic Café project and \$45,000 from the Housing Referrals and Tenant/Landlord Services project, both previously allocated through the FY 2023-2024 Annual Action Plan, to help close the funding gap for the project; and

WHEREAS, the City proposes its first Substantial Amendment to the FY 2023-2024 Annual Action Plan (AAP), reallocating \$550,000 in unspent Community Development Block Grant (CDBG) funds from the Republic Café project and \$45,000 from the Housing Referrals and Tenant/Landlord Services project to support the SRC improvements; and

WHEREAS, in accordance with the City's HUD-approved Citizen Participation Plan, execution of a formal Substantial Amendment process is required when a determination by the Community Development Director, that the change is substantial even though it falls below the standards in Section 1 and 2; and

WHEREAS, the proposed action (Substantial Amendment) is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects resulting from this action will be assessed for CEQA and National Environmental Policy Act (NEPA) applicability; and

WHEREAS, public notices in English and Spanish were published in *The Monterey Herald*, the City's website, posted at the Community Development Department (65 W. Alisal Street), City Hall (200 Lincoln Avenue), City libraries, and sent via email to the Community Development Department's Housing Distribution List on or before July 27, 2025, requesting public review and comments regarding the proposed First Substantial Amendment; and

WHEREAS, the draft First Substantial Amendment Summary is available for public review during the mandatory 30-day comment period, where the public is encouraged to review

and provide feedback; and

WHEREAS, the City Council conducted a public hearing to consider the proposed First Substantial Amendment to the AAP for FY 2023-24, to reallocate \$595,000 in CDBG Funds to the SRC project and sought to obtain public comment on August 26, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves the First Substantial Amendment to the FY 2023-2024 Annual Action Plan to reallocate \$595,000 in available CDBG funds to the Sherwood Recreation Center Building Improvement project (CIP 9535) and authorizes its submittal to HUD.

BE IT FURTHER RESOLVED that the Salinas City Council hereby authorizes the City Manager or designee to incorporate any necessary modifications to the First Substantial Amendment based on community feedback, and to execute, on behalf of the City, any agreements and related documents for HUD-funded projects and activities as outlined in the First Substantial Amendment Summary to the FY 2023-2024 AAP.

PASSED AND APPROVED this 26th day of August 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



CITY OF SALINAS SUMMARY OF FIRST SUBSTANTIAL AMENDMENT TO FY 2023-2024 ANNUAL ACTION PLAN (JULY 1, 2023, THROUGH JUNE 30, 2024)

The City of Salinas ("City") is an Entitlement City in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, and HOME Investment Partnership Program (HOME).

The City proposes its first Substantial Amendment to the FY 2023–2024 Annual Action Plan (AAP), reallocating \$550,000 in unspent Community Development Block Grant (CDBG) funds from the Republic Café project and \$45,000 from the Housing Referrals and Tenant/Landlord Services project. These funds, originally designated through the FY 2023–2024 AAP, would be redirected to support the SRC improvements. Per the Citizen Participation Plan, a Substantial Amendment ("Amendment") is defined as follows:

1. For larger projects, over \$200,000, an increase of 25 percent or more in project funding. Changes that are less than \$50,000 are not considered substantial.
2. An increase of 25 percent or more in project beneficiaries (i.e. income groups, limited clientele groups, residents of a targeted area) or a change in purpose, scope or location which would change the project beneficiaries by more than 25 percent.
3. A determination by the Community Development Director, that the change is substantial even though it falls below the standards in Section 1 and 2 above.
4. For ESG components, as long as the maximum 60% threshold for Street Outreach and Emergency Shelter is not exceeded, funding can be moved within the other components to meet expenditure requirements without a substantial amendment.

The reallocation of funds from the Republic Café project and from the Housing Referrals and Tenant/Landlord Services project to SRC project would meet section 3 above.

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

Through its FY 2021–2022, 2022–2023, 2023–2024, and 2024–2025 Annual Action Plans (AAPs), the City allocated a total of \$3,951,796 in CDBG funds toward preliminary design, soft costs, and construction for the Sherwood Recreation Center (SRC) Building Improvement project (CIP 9535). On July 15, 2025, the City opened bids for the proposed scope of work. Following the bid opening for the Sherwood Recreation Center (SRC) Building Improvement project (CIP 9535) and a reassessment of associated construction costs, the City has identified a funding shortfall of approximately \$595,000. To close this funding gap, the City proposes its first Substantial Amendment to the FY 2023-2024 Annual Action Plan (AAP), reallocating \$550,000 in unspent Community Development Block Grant (CDBG) funds from the Republic Café project and \$45,000 from the Housing Referrals and Tenant/Landlord Services project. These funds, originally designated through the FY 2023-2024 AAP, would be redirected to support the SRC improvements.

The SRC retrofit project is located at 920 N. Main Street in Salinas, CA, on a City-owned parcel. The project involves converting the former Municipal Swimming Pool Building (approximately 12,895 sq ft) into a fully functional recreation center focused on youth sports programs. Interior improvements were completed in prior phases.



The current phase includes exterior upgrades such as hazardous material remediation, roof and façade repairs, installation of new windows and doors, enhanced accessibility features, parking lot improvements, landscaping, and additional interior enhancements.

With the addition of these funds, the total allocation for the SRC project would increase to \$4,546,796. These funds will support architectural planning, predevelopment activities, construction, and activity delivery. The Public Works department will seek City Council approval on August 26, 2025, to award the contract to the lowest responsive and responsible bidder. Construction is expected to begin shortly thereafter.

AP-12 Participation - 91.115, 91.300(c)

Summary of citizen participation process/Efforts made to broaden citizen participation

In accordance with the City's Citizen Participation Plan, public notices in English and Spanish were published in *The Monterey Herald* and on the City's website on or before July 27, 2025. Notices were also posted at the Community Development Department (65 W. Alisal Street), City Hall (200 Lincoln Avenue), and City libraries. Additionally, the draft amendment summary was distributed via email to the Community Development Department's Housing Distribution List. The draft Substantial Amendment Summary is available for public review during the mandatory 30-day comment period, beginning on or before July 27, 2025, and concluding with the scheduled City Council hearing on August 26, 2025. Documents are accessible at the Community Development Department, City Hall, public libraries, and online. Copies may also be requested via email. The public is strongly encouraged to review and provide feedback on the proposed amendments.

These Public Notices and the First Substantial Amendment to FY 2023-2024 Annual Action Plan documents are available for review at the following locations:

- Public Notices – at City of Salinas' website:
<https://www.cityofsalinas.org/Newsroom/Public-Notices>
- Draft First Substantial Amendment to FY 2023-2024 AAP – at City of Salinas website:
<https://www.cityofsalinas.org/Residents/Community/Housing-Community-Development>
- Public notices and draft Amendment can also be reviewed in person at the following locations:
 - Community Development Department, 65 W. Alisal Street, Salinas, CA 93901;
 - City Clerk's Office, City Hall, 200 Lincoln Avenue, Salinas, CA 93901;
 - John Steinbeck Library, 350 Lincoln Avenue, Salinas, CA 93901;
 - Cesar Chavez Library, 615 Williams Road, Salinas, CA 93905;
 - El Gabilan Library, 1400 North Main Street, Salinas, CA 93901.

The documents can also be requested via email at housingwebmail@ci.salinas.ca.us. Write "Substantial Amendment to the Fiscal Year 2023-2024 Annual Action Plan" in the subject line of the email.

The City will present the proposed amendment to the Housing and Land Use Committee on:

Tuesday, August 19, 2025, at approximately 3:30 p.m. or soon after
City Council Rotunda, 200 Lincoln Ave Salinas, CA 93901

The public is encouraged to make comments in person during the Public Hearing to consider final adoption of proposed Amendment which will take place on:

Tuesday, August 26, 2025, at approximately 4:00 p.m. or soon after
City Council Rotunda, 200 Lincoln Ave Salinas, CA 93901



Public comments can also be submitted via email to the Community Development Department at housingwebmail@ci.salinas.ca.us prior to the Public Hearing; or can be mailed to:

City of Salinas
Community Development Department Housing Division
Attn: Lisa Brinton, Community Development Director
City of Salinas
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901

AP-15 Expected Resources – 91.320(c) (1,2)

The City of Salinas has identified \$550,000 in unspent Community Development Block Grant (CDBG) funds from the Republic Café project and \$45,000 from the Housing Referrals and Tenant/Landlord Services project. These funds, originally designated through the FY 2023–2024 AAP, would be redirected to support the SRC improvements. The reallocated CDBG funds will be used to cover administrative expenses, construction activities, and other unforeseen costs associated with the project.

AP-38 Project Summary

Project Summary Information – FY 2023-2024

4	Project Name	Republic Café Museum at 37 Soledad St
	Target Area	Chinatown Area
	Goals Supported	Enhanced Neighborhood Conditions
	Needs Addressed	Public Facilities and Infrastructure Improvements
	Funding	CDBG: \$550,000 \$0
	Description	Rehabilitation of the Republic Café building located in Chinatown at 37 Soledad St. to convert into an Asian experience museum. Matrix Code: 03E National Objective: LMA Presumed Benefit: No
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This project would benefit the 1,200 low/moderate income persons
	Location Description	The Republic Café building located in Chinatown at 37 Soledad St. Salinas, CA 93901
	Planned Activities	This project will provide for the rehabilitation of the Republic Café building located in Chinatown at 37 Soledad St. to convert the building into an Asian experience museum.
6	Project Name	City of Salinas - Housing Referrals and Tenant/Landlord Services
	Target Area	Citywide



	Goals Supported	Enhanced Neighborhood Conditions
	Needs Addressed	Public Services
	Funding	CDBG: \$45,000 \$0
	Description	Legal clinics to prevent displacement and/or eviction, provide individualized legal assistance to qualified households. Matrix Code: 05K National Objective: LMC Presumed Benefit: No
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This program anticipates assisting 150 persons
	Location Description	Services are provided citywide.
12	Project Name	Sherwood Recreation Center
	Target Area	Not applicable
	Goals Supported	Enhanced Neighborhood Conditions
	Needs Addressed	Public Facilities and Infrastructure Improvements
	Funding	CDBG: \$595,000
	Description	Funds will be used to provide Phase IV improvements and rehabilitation to the Sherwood Recreation Center. Budget for this project includes \$100,000 of program delivery costs. Matrix Code: 03F National Objective: LMA Presumed Benefit: No
	Target Date	06/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project would benefit the 50,000 low/moderate income persons citywide.
	Location Description	Sherwood Recreation Center is located at 920 N. Main Street, Salinas The project is not located within a target area but is within City limits.
	Planned Activities	Phase IV involves the completion of the multi-phase community recreation center project. This will include exterior improvements like hazardous material remediation, roof repairs, façade repairs, installation of new windows and doors, improved accessibility features, parking area upgrades, landscaping, and interior improvements.



SUBSTANTIAL AMENDMENT TO HUD FY 2023- 2024 ANNUAL ACTION PLAN

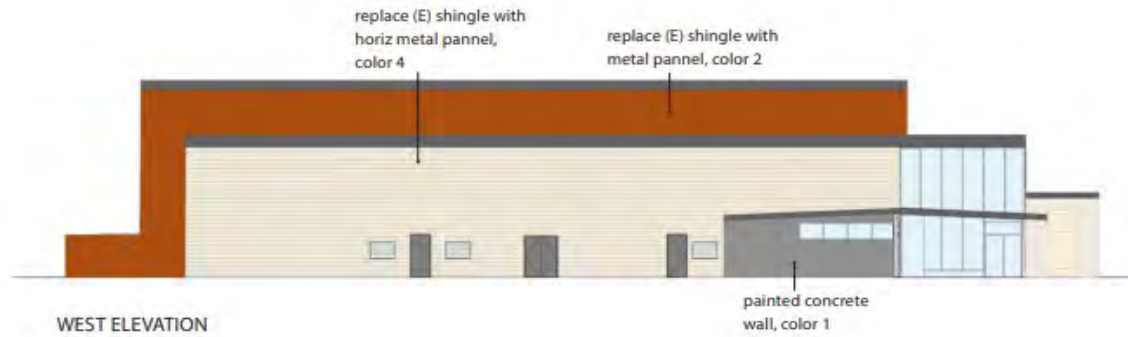
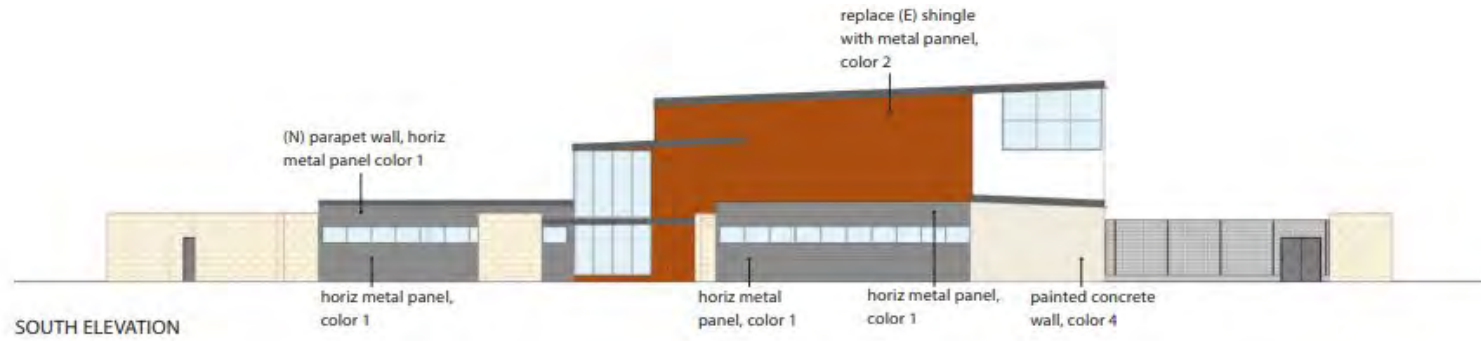
August 26, 2025

City Council

Vincent Montgomery,
Planning Manager
Community Development
Department – Housing
Division

Sherwood Recreation Center (SRC) Building Improvement Project (CIP 9535)





Project Funding

Task	Original Amount	Revised Amount
Activity Delivery	\$220,000	\$280,191
Predevelopment	\$454,184	\$454,184
Construction	\$2,979,647	\$3,224,900
Construction Management	\$297,965	\$587,521
Total Project Cost	\$3,951,796	\$4,546,796

Proposed Amendment

AAP FY	Project No.	CDBG Project Name	Funding to Reallocate	New Amount
2023-24	4	Republic Café Museum at 37 Soledad St	\$550,000	\$0
	6	City of Salinas - Housing Referrals and Tenant/Landlord Services	\$45,000	\$0
	12	Sherwood Recreation Center Building Improvement (CIP 9535)	\$0	\$595,000
	Total		\$595,000	\$595,000

Citizen Participation Plan


30-day Notice of Public Hearing and Public Comment Period

- Started on July 27, 2025
- Ends on August 26, 2025

Notices of Public Hearing posted on July 27, 2025

- The Monterey Herald, City's website, Community Development Department, City Hall, Libraries, and Housing Division Distribution List

Draft Amendment for Public Review

- Available from July 27, 2025, through August 26, 2025
 - City's website, Community Development Department, City Hall, Libraries, Housing Division Distribution List, and per email request
- 

CEQA Consideration

The proposed action (Substantial Amendment) is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects resulting from this action will be assessed for CEQA/NEPA applicability.

Strategic Plan Initiative

- Youth and Seniors

Fiscal and Sustainability Impact

- No General Fund Impact
 - Project funded with CDBG Entitlement Funds
- 

Recommended Motion

Motion to approve a Resolution authorizing:

1. The submission of a Substantial Amendment to Fiscal Year (FY) 2023-2024 Annual Action Plan (AAP) to the United States Department of Housing and Urban Development (HUD); and
2. The allocation of an additional \$595,000 in available Community Development Block Grant (CDBG) program funds to the Sherwood Recreation Center Building Improvement project (CIP 9535); and
3. The City Manager, or designee, to incorporate any necessary modifications to the Substantial Amendment based on community feedback, and to execute, on behalf of the City, any agreements and related documents for HUD-funded projects and activities as outlined in the Substantial Amendment Summary to the FY 2023-2024 AAP.



Questions?

For more information, contact Housing Division
(831) 758-7334

<https://www.cityofsalinas.org/Your-Government/Departments/Community-Development>



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#25-373, Version: 1

Minutes

Approve minutes of June 3, 2025, June 10, 2025, and August 12, 2025.



Legislation Text

File #: ID#25-255, Version: 1

Axon Fleet Camera Systems and Axon Evidence Licenses

Approve a Resolution authorizing the direct purchase and payment of annual service fees to support 10 additional Axon Fleet camera systems and 20 additional Axon Evidence licenses under the existing Axon Master Services Agreement from September 1, 2025 to September 30, 2026 and increase the compensation by \$50,383.81 for a revised not to exceed amount of \$2,432,236.57.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025

DEPARTMENT: SALINAS POLICE DEPARTMENT

FROM: CARLOS ACOSTA, CHIEF OF POLICE

BY: TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR

TITLE: AXON FLEET CAMERA SYSTEMS AND AXON EVIDENCE LICENSES

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the direct purchase and payment of annual service fees to support 10 additional Axon Fleet camera systems and 20 additional Axon Evidence licenses under the existing Axon Master Services Agreement from September 1, 2025 to September 30, 2026 and increase the compensation by \$50,383.81 for a revised not to exceed amount of \$2,432,236.57.

EXECUTIVE SUMMARY:

The Police Department relies upon Axon Tasers, Axon camera systems, and related software in the daily management of police operations. We are requesting approval for the direct purchase and payment of annual service fees to support 10 additional Axon Fleet camera systems and 20 additional Axon Evidence licenses for a term of 13 months, with total costs not to exceed \$50,383.81.

BACKGROUND:

The Police Department relies upon Axon Tasers, Camera Systems, and related software on a daily basis. Camera systems (Body Worn, In-Vehicle and Interview Rooms) are used to record, maintain, and access video documentation of various Police Department interactions. Axon Evidence, formerly known as Evidence.com, is Axon's digital evidence management system and is used by the Salinas Police Department to manage, store and share digital evidence. The Police Department has contracted with Axon for services since 2015 and maintains services under a Master Services and Purchasing Agreement approved by City Council on 9/14/2021 via Resolution 22190.

Since 2018, Axon Fleet (In-Vehicle) camera systems have been installed in all Patrol vehicles. As the Police Department replaces vehicles, we are ensuring consistency in equipment by installing Axon Fleet camera systems as our previous dashboard camera systems are now obsolete and no

longer available. We are now requesting the authorization to purchase and pay for annual service fees to support 10 additional Axon Fleet camera systems for new vehicles waiting to be upfitted.

In addition to the Axon Fleet camera systems, we are requesting approval to secure an additional 20 Axon Evidence licenses. Axon Evidence, formerly known as Evidence.com, is Axon's digital evidence management system and is used by the Salinas Police Department to manage, store and share digital evidence. Axon Evidence is designed to manage all types of digital evidence, including video, photos, audio, and documents, and tracks all actions taken on evidence, ensuring chain of custody and authenticity. Axon Evidence works seamlessly with Axon body worn cameras, fleet cameras, and other systems.

All Axon services are maintained under a Master Services and Purchasing Agreement (MSPA) approved by City Council on 9/14/2021 via Resolution 22190. The original agreement included purchases and services related to our Body Worn Cameras, Tasers, Axon Evidence, Axon Air, and Axon Fleet systems. This original Agreement and MSPA serves as the Primary Agreement and provides services through 9/30/2026, with all additions or expansions having terms aligned to this end date to simplify future renewals. Below is a list of all current Axon services, with City Council approval date, Resolution, and not to exceed amount for services through the end date of 9/30/2026.

Approval Date and Resolution	Description of Services	Not to Exceed (NTE) Amount
9/14/2021 22190	Body Worn Cameras, Tasers, Axon Evidence, Axon Air, and Axon Fleet camera systems	\$1,932,452.20
12/13/2022 22543	Axon Fleet camera systems (24) and Axon Investigate	\$211,653.85
2/6/2024 22895	Axon Air Parsec Case, and Axon Auto Tagging, Performance, and Unlimited Auto Transcribe software services	\$237,746.71

Attached to this report is the preliminary quote for 20 additional Axon Evidence licenses, and 10 additional Axon Fleet systems with staggered delivery between September 2025 and March 2026. These new services will continue for a term on 13 months to align with the Primary Agreement end date of 9/30/2026. As the preliminary quote is a "Non-Binding Budgetary Estimate" we are asking for an additional 10% contingency amount to ensure we can move forward with services should there be a minor price adjustment reflected in the final quote.

Description	Estimate/Quote	Contingency Percentage	Contingency Amount	Not to Exceed (NTE)
10 Axon Fleet Camera Systems 20 Axon Evidence Licenses	45,803.46	10%	4,580.35	50,383.81

Axon Enterprise, Inc. is the primary Taser and Camera Systems vendor for law enforcement agencies, and is the system used by the Department since 2015. While other vendors provide the

individual components, Axon provides an integrated system with Axon Evidence which streamlines retention and access among our law enforcement partners. There is no local vendor to provide this specialized equipment and services as purchases and services are directly from Axon Enterprises.

Based upon these facts, the Department wishes to move forward with procuring additional equipment and services from Axon Enterprises, Inc. with total costs not to exceed \$50,383.81. The detailed estimate is included with this Agenda packet. City council has the authority to approve this direct purchase under Salinas Municipal code Section 12-27 and without application of the local purchasing preference pursuant to Salinas Municipal Code Section 12-28.080.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Approving the proposed resolution will support the City Council's Strategic Plan Goals of Public Safety and Effective and Culturally Responsive Government.

DEPARTMENTAL COORDINATION:

The Police Department will coordinate with the Finance Department during all purchasing and payment processes.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)*
2201	40.4220-63.4980	Outside services- Maintenance - Software	\$600,000	\$50,383.81	182	6/17/25, 23269

* The FY 2025-26 Adopted Budget was approved on June 17, 2025.

ATTACHMENTS:

Resolution
Axon Estimate

RESOLUTION NO. _____ (N.C.S.)

**DIRECT PURCHASE AND PAYMENT OF ANNUAL SERVICE FEES FOR AXON
FLEET CAMERA SYSTEMS AND AXON EVIDENCE LICENSES**

WHEREAS, the Police Service relies upon Axon Camera Systems and related software to record, maintain and access video documentation of various Police Service interactions; and

WHEREAS, the Police Department is requesting authorization to purchase and pay for annual service fees to support 10 Axon Fleet camera systems for vehicles awaiting upfitting; and

WHEREAS, the Police Department is requesting approval for payment of annual service fees to support the addition of 20 Axon Evidence licenses; and

WHEREAS, the City Council can approve this purchase pursuant to Salinas Municipal Code Section 12-27 and Salinas Municipal Code Section 12-28.080.

NOW, THEREFORE, BE IT RESOLVED the Salinas City Council hereby authorizes the direct purchase and payment of annual service fees to support 10 Axon Fleet camera systems and 20 Axon Evidence licenses under the existing Axon Master Services Agreement from September 1, 2025 to September 30, 2026 and increase the compensation by \$50,383.81 for a revised not to exceed amount of \$2,432,236.57.

PASSED AND APPROVED this 26th day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-740966-45888LG

Issued: 08/19/2025



Quote Expiration:

Estimated Contract Start Date: 09/01/2025

Account Number: 108382

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
City of Salinas 200 Lincoln Ave Salinas, CA 93901-2639 USA	Salinas Police Dept. - CA 200 Lincoln Ave Salinas CA 93901-2639 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lauren Gauer Phone: 480-580-3639 Email: lgauer@axon.com Fax:	Tonya Erickson Phone: (831) 758-7325 Email: tonyae@ci.salinas.ca.us Fax:

Quote Summary

Program Length	13 Months
TOTAL COST	\$43,129.62
ESTIMATED TOTAL W/ TAX	\$45,803.46

Discount Summary

Average Savings Per Year	\$39,883.55
TOTAL SAVINGS	\$43,207.18

Non-Binding Budgetary Estimate

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	\$11,934.00	\$0.00	\$11,934.00
Sep 2025	\$11,629.44	\$947.74	\$12,577.18
Dec 2025	\$8,038.08	\$686.60	\$8,724.68
Mar 2026	\$11,528.10	\$1,039.50	\$12,567.60
Total	\$43,129.62	\$2,673.84	\$45,803.46

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$86,333.87
Quote List Price:	\$65,586.20
Quote Subtotal:	\$43,129.62

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	153	1		\$78.00	\$25.36	\$3,880.08	\$358.90	\$4,238.98
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	192	1		\$78.00	\$22.07	\$4,237.44	\$391.97	\$4,629.41
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	162	1		\$78.00	\$54.05	\$8,756.10	\$809.94	\$9,566.04
Fleet3B	Fleet 3 Basic	4	12	\$304.89	\$154.00	\$154.00	\$7,392.00	\$555.77	\$7,947.77
Fleet3B	Fleet 3 Basic	3	9	\$387.81	\$154.00	\$154.00	\$4,158.00	\$327.70	\$4,485.70
Fleet3B	Fleet 3 Basic	3	6	\$553.56	\$154.00	\$154.00	\$2,772.00	\$229.56	\$3,001.56
A la Carte Software									
ProLicense	Pro License Bundle	20	13		\$45.07	\$45.90	\$11,934.00	\$0.00	\$11,934.00
Total							\$43,129.62	\$2,673.84	\$45,803.46

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	4	1	09/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	09/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	3	1	12/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	12/01/2025
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	3	1	03/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	03/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	09/01/2025	09/30/2026
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	20	09/01/2025	09/30/2026
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	4	10/01/2025	09/30/2026
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	8	10/01/2025	09/30/2026
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	01/01/2026	09/30/2026
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	01/01/2026	09/30/2026
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	04/01/2026	09/30/2026
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	04/01/2026	09/30/2026

Non-Binding Budgetary Estimate

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	4	09/01/2026	09/30/2026
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	09/01/2026	09/30/2026
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	09/01/2026	09/30/2026
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	09/01/2026	09/30/2026
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	09/01/2026	09/30/2026
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	09/01/2026	09/30/2026

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 Lincoln Ave	Salinas	CA	93901-2639	USA

Payment Details

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Pro Licenses Year 1	ProLicense	Pro License Bundle	20	\$11,934.00	\$0.00	\$11,934.00
Total				\$11,934.00	\$0.00	\$11,934.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet 3 Basic Phase 1	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	192	\$4,237.44	\$391.97	\$4,629.41
Fleet 3 Basic Phase 1	Fleet3B	Fleet 3 Basic	4	\$7,392.00	\$555.77	\$7,947.77
Total				\$11,629.44	\$947.74	\$12,577.18

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet 3 Basic Phase 2	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	153	\$3,880.08	\$358.90	\$4,238.98
Fleet 3 Basic Phase 2	Fleet3B	Fleet 3 Basic	3	\$4,158.00	\$327.70	\$4,485.70
Total				\$8,038.08	\$686.60	\$8,724.68

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet 3 Basic Phase 3	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	162	\$8,756.10	\$809.94	\$9,566.04
Fleet 3 Basic Phase 3	Fleet3B	Fleet 3 Basic	3	\$2,772.00	\$229.56	\$3,001.56
Total				\$11,528.10	\$1,039.50	\$12,567.60

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.





Legislation Text

File #: ID#25-322, Version: 1

2025 California International Airshow Permit at the Salinas Municipal Airport

Approve a Resolution authorizing the City Manager, or their designee to execute an Airport Use Permit for the 2025 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport, in accordance with the terms of said permit; waiving the Airport Use Permit fees for the 2025 California International Airshow; and waiving the cost of City Airport staff time associated with the 2025 California International Airshow.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 12, 2025

DEPARTMENT: ADMINISTRATION, AIRPORT DIVISION

FROM: LISA MURPHY, ASSISTANT CITY MANAGER

BY: MATT NELSON, AIRPORT MANAGER

TITLE: 2025 CALIFORNIA INTERNATIONAL AIRSHOW PERMIT AT
THE SALINAS MUNICIPAL AIRPORT

RECOMMENDED MOTION:

A motion to approve a resolution

- (1) Authorizing the City Manager, or their designee to execute an Airport Use Permit for the 2025 California International Airshow, to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport, in accordance with the terms of said permit;
- (2) Waiving the Airport Use Permit fees for the 2025 California International Airshow; and
- (3) Waiving the cost of City Airport staff time associated with the 2025 California International Airshow.

BACKGROUND:

The 44th California International Airshow is scheduled to take place at the Salinas Municipal Airport on October 4 and 5, 2025. This year's airshow will feature the United States Navy Blue Angels Team and several other aircraft acts and displays. The California International Airshow has been showcasing aviation excellence for over 43 years while at the same time raising over \$9.5 million for local charities.

Utilizing all volunteers and service groups from the community, the organization each year plans and executes the event that entertains 25,000 to 30,000 spectators annually. The top military and civilian performers in the United States thrill and inspire the crowds. Over 90 static aircraft, exhibits, and displays are available for Airshow fans to enjoy during their experience. The goal each year is to produce an event that will be family-oriented, educational, and entertaining for the whole family. In addition to its main goal of raising money for charity, the airshow's charter also emphasizes volunteerism and community involvement, family-oriented entertainment, aviation and its contributions to the American way of life, and pride in our nation and its military.

To most of Monterey County and the Central Coast, the California International Airshow represents a homegrown community event based in Salinas that is a spectacle of fun and entertainment. To the City of Salinas, it is an annual economic infusion of millions of dollars to the local economy. The airshow event planning process never ends; at the completion of each annual event, the event planners begin preparing for the next year's event. The hosting of the Airshow is in the best interests of general aviation and the Airport, with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations.

ANALYSIS:

Airport Permit:

The attached Permit is essentially the same as those approved in previous years but with minor modifications. The Permit requires a \$10,000,000.00 Airmeet Liability Insurance Policy and includes authorization for various street closures and specific operational provisions. Typically, only one other City Permit, a Special Events Permit, is required for the event. Once completed, the Special Events Permit becomes the "Exhibit A" document referenced in the Airshow Permit. The Airport Use Permit is being presented to the Airport Commission for review without the Special Events Permit because 1) All Airport use issues are covered in the Airshow Permit and the Special Events Permit covers City Streets and facilities and therefore does not come under Airport Commission review; and, 2) Timing is such that the Airport Use Permit needs to advance through the Airport Commission in order to gain overall Permit approval prior to the Airshow.

In-Kind Contribution:

Airport Staff recommends waiving the \$38,600.00 Airport Permit Fee. Additionally, staff recommends not billing any staff time associated with the Airshow. Typically, staff time billed to the Airshow is less than \$1,400.00 per year.

Salinas Pilot Association (SPA) Donation:

The Airshow Organization is continuing to honor the fundraising clause in the agreement for the Salinas Pilot Association (SPA). The Monterey County Airshow Association, Inc. will donate \$2,500.00 (cash donation) to SPA for volunteer services rendered during the airshow period. In consideration of the \$2,500.00 donation, SPA will provide various services during the Airshow.

City of Salinas Booth Space:

In consideration for waiving the Airport's \$38,600.00 Permit Fee, the Airshow Association has agreed to provide the City of Salinas, at no charge, three (3) Booth Spaces for promoting and enhancing the Airport and City of Salinas' community outreach.

GOVERNMENT CODE SECTION 84308 APPLIES:

Yes.

CEQA/NEPA CONSIDERATION:

The City of Salinas has determined that the proposed action is not a project and therefore exempt as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

Approval of the 2025 California International Airshow permit complements Salinas City Council's economic development, youth and seniors, and public safety 2025-2026 Strategic Goals and Strategies.

FISCAL AND SUSTAINABILITY IMPACT:

Staff recommends waving the \$38,600 Airport Use Permit Fee. Staff recommends that the Airport Enterprise Fund absorb staff time associated with the 2025 California International Airshow.

The economic-financial impact of the Airshow is hard to quantify without procuring economic impact analysis services. Money spent by the Monterey County Airshow Association, Inc. hosting the Airshow and patrons of the event contributes to the local economy and the local tax base. Past performance indicates the annual Airshow drives hundreds of thousands of dollars in economic impact to the local economy. Additionally, the Monterey County Airshow Association, Inc. has contributed in excess of \$9.5 million dollars to charities over the last 42 years.

DEPARTMENTAL COORDINATION

The Use Permit has been reviewed as to form by the City Attorney's office. The Police and Fire Departments participate in the planning and execution of the Airshow.

ATTACHMENTS:

2025 Airport Use Permit to Conduct Air Shows at the Salinas Municipal Airport
Resolution - 2025 Airport Use Permit to Conduct Air Shows at the Salinas Municipal Airport

RESOLUTION NO. _____ (N.C.S.)

**RESOLUTION APPROVING THE ISSUANCE OF AN AIRPORT USE PERMIT AND
WAIVING THE AIRPORT USE PERMIT FEES AND WAIVING CITY STAFF COSTS
FOR MONTEREY COUNTY AIRSHOW ASSOCIATION, INCORPORATED FOR THE
2025 CALIFORNIA INTERNATIONAL AIRSHOW AT THE SALINAS MUNICIPAL
AIRPORT**

WHEREAS, the City of Salinas is the owner of that certain public airport known as the Salinas Municipal Airport (“Airport”); and

WHEREAS, the Monterey County Airshow Association, Incorporated (“Airshow Association”), desires to conduct the 2025 California International Airshow at the Airport; and

WHEREAS, the staging of said Airshow is in the best interest of general aviation and the public with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations; and

WHEREAS, the City of Salinas desires to grant the Airshow Association the right to utilize the Airport, adjoining public streets, and facilities used in conjunction with the Airshow pursuant to the terms of an Airport Use Permit, for the conducting of the 2025 California International Airshow; and

WHEREAS, the City of Salinas desires to support the Airshow’s activities by waiving the Airport Use Permit Fees; and

WHEREAS, pursuant to FAA Policies and Procedures Concerning the Use of Airport Revenue: Federal Register Volume 64, No. 30, February 16, 1999, the City Attorney’s Office has determined that it is permissible for the City Council to authorize a sponsorship contribution from the Airport Enterprise Fund to the California International Airshow provided the following criteria are met:

- (1) The contribution must be minimal,
- (2) The contribution must be substantially related to the operation of the Airport,
- (3) The contribution must have the intangible benefit of enhancing the Airport’s acceptance in local communities impacted by the Airport; and

WHEREAS, at the July 24, 2025, Airport Commission meeting, the Airport Commission recommended approval of the Airport Use Permit and the waiving of the Airport Use Permit Fees, totaling \$38,600.00, for the Monterey County Airshow Association, Incorporated for the 2025 California International Airshow at the Salinas Municipal Airport.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS that the attached Airport Use Permit (“Permit”) is hereby approved and further, that the City Manager or their designee is hereby authorized and directed, for and on behalf of the City of Salinas as its act and deed, to execute and issue such Permit; and

BE IT FURTHER RESOLVED, that the Airport Use Permit fee and the costs associated with City staff time are hereby waived.

PASSED AND APPROVED this 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**PERMIT TO CONDUCT AIR SHOWS
AT THE SALINAS MUNICIPAL AIRPORT**

THIS PERMIT is issued by the **CITY OF SALINAS**, a California charter city and municipal corporation, hereinafter referred to as “City,” to the **MONTEREY COUNTY AIRSHOW ASSOCIATION, INCORPORATED**, a California Nonprofit Corporation doing business as the **CALIFORNIA INTERNATIONAL AIRSHOW**, hereinafter referred to as “Permittee.”

WITNESSETH

WHEREAS, City is the owner of that certain public airport known as the Salinas Municipal Airport (“Airport”) located in the City of Salinas, County of Monterey, California; and

WHEREAS, it is the desire of Permittee to use said Airport for the purpose of preparing for and conducting the 2025 California International Airshow (“Airshow”); and

WHEREAS, the staging of said Airshow is in the best interests of general aviation and the public with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations.

NOW, THEREFORE, this Permit is provided upon the following terms and conditions:

TERMS

1. SCOPE OF PERMIT

City hereby grants Permittee the right to utilize portions of the Airport and adjoining public streets and facilities used in conjunction with the Airshow, for the staging and conducting of the Airshow and for purposes incidental thereto as further described below and for no other purpose unless granted, in writing, by City.

2. NATURE OF INTEREST GRANTED

It is specifically understood and agreed by the parties hereto that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor, it being the intention of the parties that this Permit is merely for the purpose of allowing Permittee to use portions of the Airport and

the facilities thereon on a temporary basis for the purposes of staging and conducting the Airshow and activities related and incidental thereto.

3. TERM

This Permit shall allow Permittee to utilize portions of the Airport pursuant to the terms and conditions of this Permit for a fifteen (15) day period beginning on the Monday, September 22, 2025, through Tuesday, October 7, 2025.

4. FEE

The Airport Administrative Fees for this permit are being waived. The total fees being waived are \$38,600.00 for the use of the airport during the permitted period. The permittee will be billed and agrees to pay for repair or replacement of any Airport equipment, facilities, or property damaged as a result of Airshow operation and/or the Permittee's use and occupation of the Airport during the term of this Permit. Additionally, in consideration of the Fee Wavier, the Permittee agrees to terms and conditions of Section 31, Sponsorship, of this agreement.

5. OBLIGATIONS OF PERMTITEE

A. FAA Approval. Approval of the Federal Aviation Administration (FAA) must be obtained by Permittee for all phases of the Airshow, as evidenced by a Certificate of Waiver or Authorization, a copy of which must be provided to City at least fifteen (15) days prior to the effective date of this Permit.

B. Fencing. Construction of temporary fencing in addition to any existing permanent fencing will be permitted, subject to prior approval of City's Airport Manager as to type of fence mounting and location of fences and access gates. Temporary fencing may be anchored to permanent fence corners provided that such attachment in no way alters or damages any permanent fence structure and all attaching devices are removed with the temporary fence. Permittee shall install temporary fencing around the perimeter of the Jet West maintenance hangar and adjacent ramp area, prior to any activity conducted in the Jet West maintenance hangar. Also, temporary fencing will be placed around all lighting equipment left in place behind the crowd line and any other area deemed necessary by the City's Airport Manager.

C. Security. Permittee shall provide, at its own expense, sufficient security personnel to protect general aviation aircraft based at the Salinas Airport during the term of this Permit, whenever such aircraft are located in other than the regularly assigned tiedown location. Such sufficiency shall be determined by City's Police Department and any recommendations from City's Police Department regarding security activities shall be followed. Permittee shall provide security for all Airport buildings, facilities, equipment, and property during the periods when the Airport is open to Airshow spectators. Permittee will also provide security for transient aircraft, Airshow participating aircraft, and vehicles and equipment that are participating in the Airshow during the period of this Permit.

D. Crowd Control. Permittee shall furnish such personnel as are necessary to enable the public to park, give traffic directions, and provide crowd control. Crowd control barriers shall be in place before any Airshow activity takes place on the Airport.

E. Water, Sanitary, and First Aid Facilities. Permittee shall provide at its own expense such water, sanitary, and first aid facilities as are deemed necessary by Monterey County Health Department to accommodate expected crowds.

F. Temporary Living Facilities. Except as hereinafter provided, camper trucks, trailers, and/or other temporary living facilities may be utilized in any areas designated by the Airport Manager. By way of this Permit, if Permittee authorizes overnight stays, Permittee shall provide continuous security patrols of the overnight stay area between the hours of 7:00 p.m. and 7:00 a.m.

G. Fire Protection and Aircraft Rescue Equipment. Permittee shall furnish and be responsible for any and all such fire protection and aircraft crash rescue equipment and services as are deemed necessary by the City and the FAA.

H. Repair and Maintenance of Airport Property. Permittee shall be responsible for the repair and maintenance of any buildings, facilities, equipment or property of the Airport impacted by operations under this Permit. Immediately subsequent to the close of the Airshow and not later than the Monday (5:00 p.m.) following event, Permittee shall clean the entire area used by it, shall remove any and all debris and trash, and shall restore the area insofar as possible to the condition existing immediately prior to the commencement of

the Permittee's operations as allowed by this Permit. The aircraft parking ramps southeast of the Airport Terminal Building, both based and transient aircraft ramps will be cleared not later than the Monday (5:00 p.m.) following the event, so as to permit use of the ramp for aircraft parking. If, in the opinion of City's Airport Manager, the repair, maintenance, cleaning, and trash removal requirements have not been accomplished satisfactorily, City may, after notification of Permittee, cause such repair, maintenance, cleaning, and trash removal to be made at Permittee's expense. The cost of such work shall be billed separately.

I. Licenses and Permits. Permittee shall obtain and bear the expense of all licenses, permits, and other authorization required by any and all applicable agencies. Pyrotechnic permits will be obtained from the City and State of California when required. Permittee shall pay promptly and discharge all lawful taxes and assessments which may be levied by the federal, state, county, city or other tax levying body on any taxable interest of Permittee as well as all taxes and assessments on taxable personal property of whatever nature owned by Permittee and located on the Permit premises. Permittee shall promptly pay all excise, license, and permit fees of whatever nature applicable to the operation of Permittee's business.

J. Permit to Conduct Airshow. When this Permit is approved by the Salinas City Council, it shall be deemed a permit issued by the Community Development Director in lieu of a Temporary Land Use Permit, as required under Section 37-50.300 of the City's Zoning Code.

K. Spectator Parking. It is understood and agreed that certain portions of the Airport will be utilized for parking of spectator operated private vehicles. Permittee agrees that all such vehicles parked on Airport premises, inside the security fence, will be removed from said area no later than 6:00 p.m. of any day when parking has been authorized by City's Airport Manager. However, the Permittee will ensure that all vehicles are removed from the Airport within two (2) hours after activity ends. Permittee will be prepared to move said vehicles to an area outside the security fence if they remain after the time specified above. Permittee will be responsible for advising all vehicle operators of this provision. If vehicles are not removed by Permittee as agreed in this section, such vehicles will be removed at the direction of Airport management and Permittee shall be held responsible for the costs and charges associated with such removals.

L. Transient Aircraft. Transient aircraft are authorized to park overnight in areas designated by City's Airport Manager, who will collect overnight tiedown fees as appropriate.

M. Street Closure. Permittee agrees to abide and comply with the Street Closing Permit attached hereto, marked Exhibit A, and incorporated herein by reference.

N. Costs Associated with Airshow Production. Permittee shall bear all costs connected with staging of the Airshow and activities incidental thereto. The sole function of City is to provide the necessary facilities and areas and to enforce the provisions of this Permit.

6. OBLIGATIONS OF CITY

A. City shall make available for use, by Permittee, City-owned and controlled buildings, land, personal property, and equipment necessary to facilitate the Airshow for which the City may charge a fee in addition to the Permit Fee.

B. It is recognized that the nature of the Airshow precludes normal general aviation and public use of the Airport during the Airshow events. Therefore, City shall close the Airport to all general aviation aircraft during the period that the Airshow is actually in progress, provided however that locally based aircraft and transient aircraft shall be allowed to operate when scheduled Airshow events are not taking place. Permittee shall not interfere with the regular operation of tenants doing business on the Airport.

7. OPERATIONAL PROVISIONS

A. Traffic Control. All barricades on City streets at critical intersections shall be staffed by Airshow personnel. Airshow will pay for all Salinas Public Works services related to the Airshow, including but not limited to: delivery/removal and utilization of barricades, cones, and other traffic control equipment; garbage/debris removal; sweeping and sanitation; and traffic control and guide signs. Permittee shall furnish such personnel as are necessary to enable the public to park, give traffic directions, and provide crowd control. The Salinas Police Department is responsible for determining the appropriate personnel required at critical intersections, the exact hours, and number of personnel necessary to safely and efficiently manage traffic control for this event.

B. Staffing by Salinas Police Department. Police staffing shall be consistent with the City's current salary schedule and labor agreements. The exact hours and number of law enforcement personnel needed for traffic control and other duties will be determined by the Police Department prior to and during the Airshow.

C. Security. Permittee shall provide private security on the Airport inside the Airport security fence on all days of Airshow activity attended by the general public, as required in section 5 of this Permit.

D. Airshow Communications Command Post. Permittee shall establish an Airshow Communications Command Post from which all of its efforts in regard to the Airshow and this Permit shall be coordinated. A Salinas Police Department representative shall be present at the Airshow Communications Command Post each day at Permittee's expense.

E. Airshow Bank. One uniformed Salinas Police Officer will be present at the Airshow bank each day at Permittee's expense.

F. Emergency Services Communications Plan. Permittee shall establish in coordination with the Salinas Fire Department, a communications plan to include emergency services.

G. Incident Command Center. Permittee shall provide an area for location of an Incident Command Center, as required by Salinas Fire Department.

H. Parking of Fire Department Apparatus. Permittee shall provide area for parking of fire apparatus at the Airport.

I. Emergency Notification List. Permittee shall provide a current emergency notification list to the City prior to the commencement date of this Permit.

J. Emergency Response Location Grid. Permittee shall provide an accurate Airport emergency response location grid map to the City prior to the commencement date of this Permit.

K. Access to Fire Access Roads and Gates. Permittee shall ensure that fire access roads and gates remain clear and accessible throughout the Airshow.

L. Fire Prevention Activities in Cooking Booths. All cooking booths or areas shall have at least one 2A10BC fire extinguisher available, as determined by the Fire Marshall, if an open flame device will be used for cooking purposes. No open flame device may be used for any purpose other than cooking.

8. SAFETY

A. Safety shall be of primary importance to this event. Anyone who flies in a manner and style not considered to demonstrate good airmanship and safety shall be barred from any further activities. It shall be the duty of the Permittee to ensure that the safety and good airmanship of all Airshow performers will be observed at all times, and Permittee shall take any and all steps necessary, including prohibition of flying, in the event Permittee determines that good airmanship and safety are being threatened or compromised. In the absence of the FAA monitor or Permittee supervision, and when City's Airport Manager is of the opinion that the Permittee is unable to fulfill said requirements of good airmanship and safety, the Airport Manager shall stop all Airshow connected activity until the unsafe or unsatisfactory condition is corrected. Other applicable enforcement agencies shall have full authority to order stoppage or direct correction of any unsafe condition or practice observed on or over the Airport.

B. No person shall operate a motor vehicle of any kind on the Airport in a negligent or reckless manner. The speed limit on the Airport is a speed consistent with the variable weather conditions of the area being traversed and common sense and good judgment but in no case greater than 15 MPH. No person shall cross any Airport runway, whether in a vehicle or otherwise, without having first obtained permission from the Air Traffic Controller, except when the runway has been officially closed by the City's Airport Manager and the person has been notified of that status before each runway crossing.

9. INSURANCE

A. Permittee shall, at its sole expense, throughout the duration of this Permit, maintain commercial general liability and property damage insurance, including but not limited to premises and automobile, and Air Meet liability insurance, covering all operations of the Permittee, its agents, and employees, performed in connection with this Permit, including but not limited to set up of premises, practices, performances, cleanup and dismantling, and any pyrotechnic displays or demonstrations. Such insurance coverage shall be in the amounts and according to the conditions provided as follows:

- (1) Air Meet. A \$10,000,000 Air Meet Liability Occurrence All Risk Policy on a standard policy form which includes, without limitation, the following coverages:

- a. Grandstand liability, if grandstands are to be used;
- b. Non-owned automobile liability for Airshow activities;
- c. Pyrotechnics liability; and
- d. The City of Salinas, along with its employees, officers, agents, representatives, boards, commissions, and commissioners, shall be named as additional insureds by endorsement to the Air Meet liability insurance policy.

(2) General Liability. A \$2,000,000 commercial general liability insurance policy on a per-occurrence basis, which includes, without limitation, the following coverages:

- a. Bodily injury;
- b. Property damage;
- c. Personal injury and advertising;
- d. Auto liability, including non-owned auto liability;
- e. Parking liability;
- f. Products/completed operations;
- g. Liquor legal liability;
- h. Host liquor liability;
- i. Contractual Liability; and
- j. The City of Salinas, along with its employees, officers, agents, representatives, boards, commissions, and commissioners, shall be named as additional insureds by endorsement to the general liability insurance policy.

(3) All insurance companies affording coverage to the Permittee shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California. And insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(4) Each insurance policy required shall provide that the coverage shall not be canceled or reduced in coverage except with notice to the City of Salinas. For the purposes of this notice

requirement, any cancellation or reduction in coverage shall be considered a material change and subject this Permit to cancellation.

- (5) Permittee shall provide evidence of compliance with the insurance requirements listed above by providing to the City certificates of insurance and endorsements, in forms satisfactory to the City, at least fifteen (15) days prior to the effective date of this Permit. No material change in coverage or cancellation may be made after that time.

If any policy has an aggregate limit or for some other reason the total amount of the limits of any policy are not available to cover indemnification obligations and/or losses described in this Permit, the insurance certificate(s) shall also state the unpaid limits of the policy.

Certificates of insurance shall identify any deductible amounts. All deductibles must be in amounts acceptable to City.

- (6) Permittee's coverage shall be primary coverage as respects the City. Any insurance or self-insurance maintained by the City shall be excess of the Permittee's insurance.
- (7) Maintenance of insurance by the Permittee as specified in the Permit shall in no way be interpreted as relieving the Permittee of any responsibility whatsoever and the Permittee may carry, at its own expense, such additional insurance as it deems necessary.
- (8) In the event of cancellation of any of the required insurance, this Permit is immediately null and void and Permittee shall immediately cease all operations under this Permit and vacate the Airport premises.
- (9) Permittee hereby grants to City a waiver of any right to subrogation which any insurer of Permittee may acquire against the City by virtue of any payment of any loss under such insurance. Permittee 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.

B. Prior to the commencement of any and all activities pertinent to the granting of the Permit and/or its rights and privileges (including set-up of premises, practices, performances, clean-up, and dismantling),

Permittee shall ensure that all of its employees and/or all employees of any contractors of Permittee, are covered by Workers' Compensation insurance with statutory limits as well as Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease, for any person injured while performing any work incidental to the work in or on the Airport. Permittee hereby waives any rights of subrogation against the City. Permittee shall file a certificate evidencing such coverage as well as a waiver of subrogation endorsement on a form satisfactory to City.

C. Permittee shall require that all contractors and/or concessionaires maintain liability insurance, including aircraft liability insurance when applicable, and provide certificates of insurance to the Permittee evidencing such insurance in an amount no less than \$1,000,000 per occurrence for bodily injury and property damage liability which name the City of Salinas, its employees, officers, agents, representatives, boards, commissions and commissioners, and the Permittee, as additional insureds by endorsements with occurrence form coverage, in amounts, determined appropriate by the City and Permittee, to the product or service being provided by the concessionaire.

10. HOLD HARMLESS/INDEMNIFICATION

Permittee shall indemnify, defend, and save the City, its officers, employees, agents, and representatives harmless against any and all claims for damages to all persons or property arising from Permittee's execution of the activity, or otherwise by the conduct of the Permittee, its officers, employees, agents, concessionaires, subcontractors or others (including the active and passive negligence of the City, its officers, agents, and employees), in connection with the execution of the activities covered by this Permit and any and all costs, expenses, attorneys' fees, and liability incurred by the City, its officers, agents, employees, or representatives in defending against such claims, whether the same proceed to judgment or not, except only those claims arising from the willful misconduct of the City, its officers, agents, or employees. Further, Permittee shall at its own expense, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, representatives, and employees. This section specifically includes any liability arising out of or in connection with separate agreements that City may execute with third parties for

services, volunteer or otherwise, relating to or in support of Airshow events including, but not limited to, preparation, set-up, and clean-up work and activities.

Further, Permittee agrees to save, indemnify, defend, and hold harmless the City, its officers, employees, and agents against all liabilities, judgments, costs, and expenses, which may accrue against City as a consequence of granting permits and agreements to Permittee and from Permittee's compliance with the provisions of the City's rules, regulations, resolutions, and ordinances. Permittee shall reimburse the City for all costs and expenses (including but not limited to fees and charges of attorneys and other professional and court costs) incurred by the City in enforcing the provisions of this Section.

11. NO DEMANDS UPON CITY

Permittee shall be deemed to have accepted the condition of the Airport premises prior to its occupation and use thereof for the purposes of this Permit and shall make no demand upon City for any alterations, repairs or construction.

12. USE OF SALINAS MUNICIPAL AIRPORT

Permittee may use such areas and facilities at the Airport as are designated by the City's Airport Manager. Permittee shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for operations as allowed by this Permit, including controlling the ingress and egress of the public and Airshow participants. Said temporary facilities and/or structures must be satisfactory to the City's Airport Manager. Upon the request of the City's Airport Manager, Permittee shall remove said temporary facilities and/or structures.

13. DAMAGE TO SALINAS MUNICIPAL AIRPORT

Permittee shall cause to be repaired at its own expense, any and all damage to the property of the City or to the property of others on the Airport, which damage has been caused by Permittee, its agents, employees or others who may be on the Airport for any purpose connected with the staging and operation of the Airshow, including patrons of the Airshow. This provision applies to all aircraft moved from its normal and regular tiedown or parking space to make room for Airshow activity, until returned to its normal and regular tiedown or parking space. The Permittee accepts full legal liability and responsibility for all aircraft while located at

other than its regular tiedown location until forty-eight (48) hours after the tiedown ramp has been vacated by Airshow facilities.

14. HAZARDOUS SUBSTANCES

A. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify City in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the Airport.

B. Prior to the expiration of this Permit, Permittee shall at its cost and expense remove all items of personal property, including but not limited to all flammable and hazardous materials and waste as defined by state, federal, or local law at the time of expiration of the Permit.

C. Permittee shall make available for inspection to the City all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

D. Permittee shall comply with all federal, state, and local laws and regulations relating to hazardous materials and waste, and shall timely comply with the orders of any governmental agencies relating thereto. Permittee shall request that a representative from Monterey County Environmental Health Department review hazardous material storage and use to determine that compliance with local laws and regulations has been obtained.

E. City may reasonably enter upon and inspect the premises at any time.

15. CHARGES BY PERMITTEE

A. Permittee shall have the right to charge admission to members of the public desiring to witness the events allowed by this Permit.

B. Persons desiring or required to use the Airport for its normal purposes shall not be charged an admission to specific areas required for the performance of their normal activity on the Airport; except, however, that Permittee may charge admission to occupants of transient aircraft arriving during the open hours period of this Permit and desiring to attend the Airshow. Persons not charged an admission shall include but not be limited to: City's employees regularly employed at the Airport or required to work on the Airport as certified by the City's Airport Manager; on site employees of businesses at the Airport; tenants leasing property

from the City and conducting business on the flight line; owners of aircraft based at the Airport; and persons demonstrating a valid requirement to conduct business on the Airport.

16. FURTHER COVENANTS AND AGREEMENTS

A. Throughout its operation and the operation of all its facilities on the Airport, neither Permittee nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of age, sex, race, color, religion, ancestry, national origin, blindness or other physical disability, in the use of any facilities provided for the public on the Airport.

B. Throughout Permittee's rendering to the public any service (including the furnishings or sale of admission tickets, transportation, supplies or materials) essential to its operation at the Airport it will:

- (1) Furnish such service on a fair, equal, and non-discriminatory basis to all users thereof; and
- (2) Charge fair, reasonable, and non-discriminatory prices for each unit of service; provided that Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

C. This Permit shall be subject to the terms of the City's agreements, as amended, with the FAA. If they conflict, provisions of the FAA agreements that implement federal law shall take precedence over provisions of this Permit.

D. Permittee shall abide and be bound by the Minority Business Enterprise Program, a copy of which has been provided to Permittee, adopted and as amended from time to time by the City pursuant to United States Department of Transportation regulations Title 49, Code of Federal Regulations, Subtitle A, Part 23, participation by disadvantaged business enterprises in Airport concessions, and Part 26, participation by Minority Business Enterprise in Department of Transportation programs, a copy of which has also been provided to Permittee.

E. Permittee will obey all rules, regulations, and orders of the FAA, California Aviation Office, and the City of Salinas, existing or as amended.

F. It is further understood and agreed that during the term of this Permit, Permittee shall use the Airport in an orderly and peaceable manner, and in strict compliance with all applicable laws and ordinances and shall

not use the Airport, nor allow any person or persons to use the Airport, for any purpose whatsoever that is in violation of any law or ordinance.

17. NO ASSIGNMENT, DELEGATION, OR SUBLICENSING

This Permit, being in the nature of a personal revocable permit, may not be assigned or delegated. However, Permittee may allow concessionaires to enter upon the Airport for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit.

18. RIGHT TO AMEND

This Permit shall be subordinate to the provisions of any existing or future agreement between City and the United States, by which City obtains federally owned surplus property or federal aid for the improvement, operation, and/or maintenance of the Airport. In the event that the FAA, or any other federal agency, requires modifications or changes in this Permit as a condition for the granting of funds for the improvement of the air terminal or lands or improvements covered by its laws, rules, or regulations, Permittee agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be required to obtain such funds.

19. SPECIAL PROVISION

It is understood and agreed that nothing contained in this Permit shall be construed as granting or authorizing the granting of an exclusive right for the use of any landing areas or air navigation facility at the Airport.

20. PERMITTEE INDEPENDENT CONTRACTOR

For all the purposes of this Permit, Permittee is and shall be deemed to be, with respect to the City, an independent contractor. It is mutually agreed and understood that nothing contained in the Permit shall be deemed or construed to constitute a partnership or joint venture between the parties to this Permit. Moreover, it is agreed and understood that regarding the rights and obligations provided herein, this Permit establishes the extent of the relationship between the City and Permittee. It is agreed and understood that the City and Permittee are independent contractors and that neither is the employee or employer of the other and that employees of one are not the employees of the other.

21. CANCELLATION BY CITY

In addition to any rights to which it may be entitled by law, City may cancel this Permit upon or after the occurrence of any of the following events:

A. The assumption by the United States Government, or any of its authorized agencies, of the operation, use or control of the Airport, or any substantial part of the Airport, in such manner as to substantially restrict the use of the Airport for any of the purposes for which Permittee is authorized;

B. The existence or operation of any rule, regulation, sponsor assurance, or order of the FAA, directly or indirectly requiring the discontinuance or substantial reduction of the use of the Airport for any of the purposes for which Permittee is authorized;

C. The issuance of an injunction by any Court of competent jurisdiction restraining the use of the Airport for any of the purposes for which this Permit has authorized;

D. Cancellation of any policy of insurance required by Section 9 of this Permit;

E. The filing by Permittee of a voluntary petition in bankruptcy, the institution of proceedings in bankruptcy against Permittee, or the adjudication on Permittee as a bankrupt pursuant to voluntary or involuntary bankruptcy proceedings;

F. The appointment of a receiver of Permittee's assets which results in a liquidation of Permittee's business;

G. The general assignment of this Permit by Permittee for the benefit of creditors; or

H. The default by Permittee in the performance of any of the terms and conditions required by this Permit to be kept and performed.

22. CANCELLATION BY PERMITTEE

Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of City, or City's failure to perform any of the material covenants or agreements contained in this Permit. In such a case, the Permit fee identified in Section 4 will be refunded to Permittee.

23. WAIVER

It is agreed that a failure on the part of City to take appropriate action or to declare this Permit terminated for default by Permittee in any one or more of the terms, covenants or conditions will not be considered or construed as a waiver by the City of such right on any further or future default on the part of Permittee. Additionally, the subsequent acceptance of the fee by City shall not be construed as a waiver of City's rights concerning any preceding breach of any term, covenant or condition by Permittee.

24. SURRENDER

Permittee covenants that on the last day of this Permit or any extension of it, Permittee will peaceably and quietly leave and surrender the Airport premises in as good a condition as they are now (or, may be in after making alterations, additions, or improvements as permitted by City) except for ordinary wear and tear.

25. ASSIGNMENT BY CITY

It is further agreed by and between City and Permittee that City reserves the right to assign, pledge, or hypothecate this Permit, without the consent of Permittee, should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of the Salinas Municipal Airport.

26. SECTION HEADINGS

The section headings contained in this Permit are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope meaning, or intent of the provisions of this Permit.

27. TIME

Concerning this Permit and the performance of each and every provision contained herein, time is of the essence.

28. NOTICES

Except as otherwise contained herein, all notices, statements, demands, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party, shall be in writing and shall be sufficiently given and served upon the other party if sent by mail, postage prepaid and addressed as follows:

If to City, the same shall be addressed to:

Airport Manager
City of Salinas
Salinas Municipal Airport
342 Airport Blvd.
Salinas, California 93905

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

or to such other place as City may by such similar notice in writing designate.

If to Permittee, the same shall be addressed to:

Monterey County Airshow Association
P.O. Box 1448
Salinas, California 93902

29. LITIGATION INVOLVING PERMIT; ATTORNEY FEES

In case suit shall be brought to interpret or enforce this Permit, or any term of provision contained herein, or because of the breach of any term or provision contained herein, the prevailing party in any such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the court. City's attorney's fees, if awarded, shall be calculated at the market rate.

30. RIGHTS AND OBLIGATIONS UNDER PERMIT

This Permit constitutes the entire agreement between the City and Permittee and is the final expression of the City and Permittee with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions. Any prior agreements, premises, negotiations or representations not expressly set forth in this Permit are of no force and effect unless it is in writing and signed by the City and Permittee. By granting this Permit, the City does not intend to create any obligations express or implied other than those set out herein; further, this Permit shall not create any rights in any party not a signatory hereto.

31. SPONSORSHIP

A. Sponsorship Contribution From Airport Enterprise Fund. Pursuant to FAA Policies and Procedures Concerning the Use of Airport Revenue: Federal Register Volume 64, No. 30, February 16, 1999, the City Attorney's Office has determined that it is permissible for the City Council to authorize a sponsorship contribution from the Airport Enterprise Fund to the California International Airshow provided the following criteria are met:

- (1) The contribution must be minimal.
- (2) The contribution must be substantially related to the operation of the Airport.
- (3) The contribution must have the intangible benefit of enhancing the Airport's acceptance in local communities impacted by the Airport.

B. Minimal Contribution. In consideration for waving the Administrative Fees and Facility Rental Fees for the Airshow, the minimal contribution for the Airshow Sponsorship has been met.

C. Enhancement of Airport Acceptance. To ensure and maximize the enhancement of the Airport's acceptance in the local community, the following considerations will be made by the Permittee:

- (1) Space will be provided in the event program or other publication, for the Airport to publish an educational article or be recognized.
- (2) The City shall receive not less than the equivalent sponsorship benefits as other sponsors for equivalent/like sponsorship contributions, whether paid or in-kind.
- (3) City and or Airport logos will be included on banners and promotional materials similar to that of equal sponsors.
- (4) Booth, vendor, and or concession space will be provided to the City of Salinas, at no charge. A total of three (3) spaces shall be reserved for the City's uses. The sole use of the City spaces will be to promote and enhance the City's image. The Airshow shall provide entrance credentials necessary for City Staff, volunteers, or contractors to administer the space.

(5) The Salinas Pilots Association (SPA) shall receive a \$2,500.00 cash donation for volunteer services rendered during the airshow period. SPA will provide services and duties that are agreeable to SPA and Airshow Association. Historically this has included transient aircraft parking services and docent services for general aviation aircraft displays.

CITY OF SALINAS

Matt Nelson, C.M., ATP - Airport Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

MONTEREY COUNTY AIRSHOW ASSOCIATION, INCORPORATED

President – Jim Skillicorn

Date

Secretary-Esmeralda Montenegro Owen

Date



Legislation Text

File #: ID#25-325, Version: 1

Fire Hazard Severity Zones Map

Adopt an Ordinance adopting by reference the State of California Fire Hazard Severity Zones Map entitled “City of Salinas-Monterey County Local Responsibility Area Fire Hazard Severity Zones”.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 12, 2025

DEPARTMENT: FIRE

FROM: SAMUEL KLEMEK, FIRE CHIEF

TITLE: FIRE HAZARD SEVERITY ZONES MAP

RECOMMENDED MOTION:

Adopt an ordinance adopting by reference the State of California Fire Hazard Severity Zones Map entitled “City of Salinas—Monterey County Local Responsibility Area Fire Hazard Severity Zones.

EXECUTIVE SUMMARY:

California Government Code Section 51179 requires that the local agencies, including the City of Salinas, to adopt an ordinance adopting the Local Responsibility Area Fire Hazard Severity Zone map prepared by the State of California Office of the State Fire Marshal. This statewide legislation is part of the larger state effort aimed at reducing wildfire risk and bolstering response capabilities. Once adopted the ordinance will become effective thirty (30) days thereafter.

BACKGROUND:

In March of 2025, the Salinas Fire Department received the updated Fire Hazard Severity Zone (FHSZ) maps from the State Fire Marshal’s Office. These maps were developed by state officials pursuant to Government Code Section 51178, which mandates the identification and classification of areas in California based on their relative fire hazard severity. The designation is a crucial step in implementing fire prevention strategies and ensuring the safety of residents in high-hazard areas.

The maps do not limit or restrict the City’s authority to impose more restrictive fire and public safety requirements, as otherwise authorized by law. No further local revisions or restrictions to this map are proposed in this ordinance.

It is important to remember that these maps measure hazard and not risk.

- Fire “hazard” is based on physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfires, or fuel reduction.

- Fire “risk” is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition-resistant building construction.

Though the hazard has been reduced in much of the City, this does not mean properties are less at risk. The maps do not incorporate structure density and limited evacuation routes. The Fire Hazard Severity Zone maps, created by the state, are developed using scientific models that assess factors such as vegetation, topography, and weather patterns that contribute to fire behavior. These maps are instrumental in guiding building standards, defensible space requirements in new developments and application of fire safe regulations.

CEQA CONSIDERATION:

Statutory Exemption. The proposed ordinance adopting the Fire Hazard Severity Zones as recommended by the State Fire Marshal is exempt from the California Environmental Quality Act (CEQA) as a ministerial action, required by law.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Public Safety - Continue to improve community safety by engaging residents and using a broad range of proactive approaches that emphasize community connection and prevention programs.

DEPARTMENTAL COORDINATION:

This Fire Department has shared this information with the Community Development Department for incorporation into future planning and development policies and projects.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)*
N/A	N/A	N/A	N/A	N/A	N/A	N/A

* The FY 25-26 Adopted Budget was adopted on June 17, 2025.

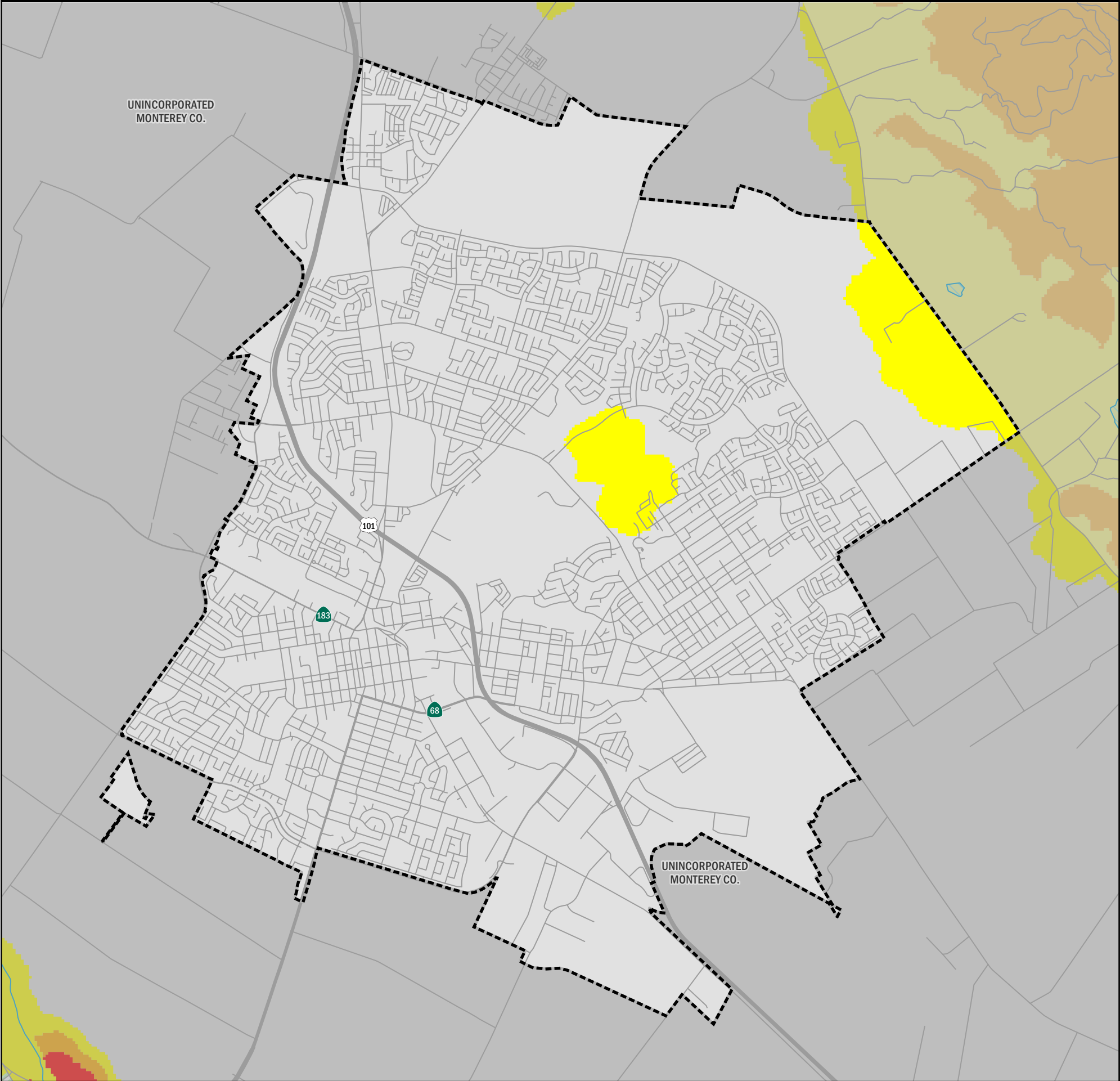
ATTACHMENTS:

Draft Ordinance
City of Salinas Fire Hazard Severity map



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 10, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

High Moderate

Mi 0 1 2

Km 0 1 2 3

Projection: NAD 83 California Teale Albers

Scale: 1:47,000 at 11" x 17"

Incorporated City

Waterbody

Unzoned LRA

Federal Responsibility Area (FRA)

ORDINANCE NO. _____ (N.C.S.)

AN ORDINANCE ADOPTING BY REFERENCE THE STATE OF CALIFORNIA “FIRE HAZARD SEVERITY ZONES” MAP.

WHEREAS, Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas, including based on fuel loading, slope, fire weather, winds, and other relevant factors; and

WHEREAS, Government Code section 51181 requires the State Fire Marshal to periodically review the areas in the state identified as very high fire hazard severity zones and, as necessary, make recommendations relative to very high fire hazard severity zones, including every five years if possible; and

WHEREAS, the Office of the State Fire Marshal has set forth the most recent update to the Fire Hazard Severity Zones (FHSZ) map to better identify statewide wildfire safety risks in state and local jurisdictions; and

WHEREAS, this map was updated based upon the recommendations of the California Department of Forestry and Fire Protection (CalFire) pursuant to Government Code Section 51178; and

WHEREAS, Government Code section 51179 requires local agencies by ordinance to designate moderate, high, and very high fire hazard severity zones within their jurisdictions following receipt of updated recommendations from the State Fire Marshal; and

WHEREAS, the City received from the State Fire Marshal a map entitled “City of Salinas—Monterey County Local Responsibility Area Fire Hazard Severity Zones,” a copy of which is attached hereto as Exhibit A; and

WHEREAS, consistent with Government Code section 51178.5, within thirty (30) days after receiving this transmittal, the City made the proposed map, and all information contained therein available for public review and comment in a format that was understandable and accessible to the general public, including posting on the City of Salinas Fire Department website.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS AS FOLLOWS:

SECTION 1. The Local Responsibility Area Fire Hazard Severity Zones Map as designated by the Office of the State Fire Marshal and entitled “City of Salinas—Monterey County Local Responsibility Area Fire Hazard Severity Zones,” attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted and designated as the map delineating fire hazard safety zones for the City of Salinas.

SECTION 2. Consistent with Government Code section 51179(c), the Salinas Fire Marshal shall transmit a copy of this ordinance to the State Board of Forestry and Fire Protection within thirty (30) days of adoption.

SECTION 3. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CEQA Compliance. The City Council's adoption of this ordinance is not a project subject to environmental review under California Environmental Quality Act (CEQA) Guidelines section 15060(c)(1) because this action does not involve the exercise of discretionary powers and section 15061(b)(3) because it would not have a significant effect on the environment.

SECTION 6. Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

SECTION 7. Effective Date. This ordinance will take effect thirty (30) days from and after its adoption.

This ordinance was introduced on the 12th day of August 2025, and passed and adopted on the ____ day of ____ 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Attachment:

Exhibit A: City of Salinas—Monterey County Local Responsibility Area Fire Hazard Severity Zones



Legislation Text

File #: ID#25-343, Version: 1

Award of the Sherwood Recreation Center Building Improvement, CIP 9535

Approve a Resolution approving the Plans and Specifications for the Sherwood Recreation Center Building Improvement, CIP 9535; awarding a contract to Otto Construction, Inc. for the Sherwood Recreation Center Building Improvement, CIP 9535, in an amount not to exceed \$2,686,900; authorizing the Public Works Director or his designee to approve contract change orders up to an additional \$538,000, approximately 20% of the contract amount for construction contingencies; and appropriating \$3,623,602 from Community Development Block Grants (CDBG) funds to CIP 9535.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, P.E., L.S., PUBLIC WORKS DIRECTOR
KRISTAN LUNDQUIST, LCS DIRECTOR

BY: JONATHAN ESTEBAN, ASSISTANT ENGINEER
ADRIANA ROBLES, P.E., C.F.M., CITY ENGINEER

TITLE: AWARD OF THE SHERWOOD RECREATION CENTER
BUILDING IMPROVEMENT, CIP 9535

RECOMMENDED MOTION:

It is recommended that the City Council approve a resolution:

1. Approving the Plans and Specifications for the Sherwood Recreation Center Building Improvement, CIP 9535;
2. Awarding a contract to Otto Construction, Inc. for the Sherwood Recreation Center Building Improvement, CIP 9535, in an amount not to exceed \$2,686,900;
3. Authorizing the Public Works Director or his designee to approve contract change orders up to an additional \$538,000, approximately 20% of the contract amount for construction contingencies; and
4. Appropriating \$3,623,602 from Community Development Block Grants (CDBG) funds to CIP 9535.

EXECUTIVE SUMMARY:

On June 4, 2025, the bid advertisement for the Sherwood Recreation Center Building Improvement, CIP 9535, was published via PlanetBids. On July 15, 2025, three (3) bid proposals were received by the City from Otto Construction Inc., Marvulli Inc., and CWS Construction Group Inc. The lowest responsive and responsible bidder, Otto Construction Inc., submitted a base bid in the amount of \$2,686,900. Staff recommends awarding the project to Otto Construction Inc. for the base bid amount of \$2,686,900 and approving an allowance of \$538,000 for construction contingencies, approximately 20% of the contract amount.

BACKGROUND:

The Old Municipal Swimming Pool Building, located at 940 N. Main Street, was built in 1949 (over 70 years ago). In 2009, after completion of the New Aquatic Center, the old swimming pool was drained, and the building was not utilized. In 2016, Council approved the initial renovation work for this building in connection with the overall plan of converting the building into a multi-

use recreational facility. The work was done in phases to accommodate funding availability and Phase I - III were completed on May 11, 2021. The Sherwood Recreation Center Phase IV project is a continuation of this renovation effort.

The City of Salinas receives and administers annual entitlement Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”). These funds are allocated to address community needs identified in the City’s 2020–2024 Consolidated Plan (the “Plan”). Sherwood Recreation Center was identified in this Plan as a priority capital improvement project aimed at enhancing recreational opportunities and community well-being. The Project is fully funded through HUD CDBG funds, as previously authorized by City Council through the HUD FY 2021-22, 2022-23, 2023-24, and 2024-25 Annual Action Plans and associated Substantial Amendments.

On July 20, 2023, the City’s Community Development Department approved proposals related to Sherwood Recreation Center Phase IV, and CSG Consultants, Inc. initiated service provision under an executed agreement. City staff submitted the Request for Release of Funds and Certification to HUD on January 30, 2025, in compliance with federal NEPA environmental review and grant administration requirements. Subsequently, on March 7, 2025, HUD issued the Authority to Use Grant Funds, officially authorizing the City to proceed with construction-related activities. Following this authorization, City staff released the project bid package on June 4, 2025, advancing the project toward the construction phase in alignment with HUD requirements and local procurement procedures.

City Engineer approved the project plans and specifications and authorized the call to bids for the project with a bid submittal date of July 15, 2025.

On July 15, 2025, bid proposals were received by the City, publicly opened and read via a Zoom meeting with the following results:

BID RESULTS	
CONTRACTOR	BASE BID
Otto Construction Inc.	\$2,686,900
Marvulli Inc.	\$2,866,982
CWS Construction Inc.	\$3,285,000
Engineer’s Estimate	\$2,724,077

The engineer’s estimate for the project base bid was \$2,724,077. Otto Construction, the apparent low bidder, submitted a base bid of \$2,686,900, below the engineer’s estimate.

Based on the proposals received, staff recommend awarding the project to the apparent lowest, responsive, and responsible bidder, Otto Construction, in an amount not to exceed \$2,686,900. Staff anticipate \$538,000 in construction contingencies, approximately 20% of the contract amount. The total project costs are estimated at \$3,674,900.

On July 18, 2025, City received a letter of advisement from Sheet Metal Workers’ Local Union No. 104 advising careful review of the Otto Construction’s bid due to the listing of B&M Civil, LLC (“B&M”) as the HVAC subcontractor. Said letter provided penalty assessment notices for B&M from the Department of Industrial Relations for violations to labor code section 1771, 1774,

and 1777.5. City staff notified the prime contractor, Otto Construction, of B&M's violations. Otto Construction provided the City with a letter ensuring that Otto Construction will oversee B&M and enforce labor compliance and safety requirements throughout the project.

City staff reviewed the CSLB license and DIR registration of all contractors listed, including B&M, and found no issues identified by either agency. Furthermore, B&M is not listed in the DSLE debarments list provided on the DIR website. City staff also contacted various awarding agencies listed in the DIR violations for information on B&M and found no issues in construction.

Thus, City staff recommends awarding the project to the apparent lowest, responsive, and responsible bidder, Otto Construction, in an amount not to exceed \$2,686,900.

Construction for Base Bid is anticipated to begin in Fall 2025.

ANTICIPATED COSTS	
Description	Anticipated Expenditure
Otto Construction Base Bid	\$2,686,900
Contingency (20%)	\$538,000
Direct Project Cost Subtotal	\$3,224,900
Administrative Overhead	\$50,000
Inspection and Labor Compliance	\$270,000
City Staff Project Management and Admin.	\$130,000
Soft Project Cost Subtotal	\$450,000
TOTAL PROJECT COSTS	\$3,674,900

CEQA/NEPA CONSIDERATION:

The Sherwood Recreation Center Building Improvement CIP 9535 includes operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, qualifies as a Class 1 Categorical Exemption (Section 15301a) under the California Environmental Quality Act (CEQA). A "Notice of Exemption" was filed at the Monterey County Recorder's Office on January 7, 2025.

A National Environmental Policy Act (NEPA) review was completed for Phase IV work was completed on January 10, 2025. The project was determined to be Categorically Excluded per 24 CFR 58.35(a), subject to laws and authorities at 58.35(a)(1).

This project meets the CDBG HUD National Objective of Low-Moderate Area (LMA) benefit, 570.208(a)(1) where the project would benefit at least 51% of the residents in the service area (of the project) that are of Low-Moderate Income (LMI).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No, because this project and contract were competitively bid.

STRATEGIC PLAN INITIATIVE:

This project addresses the current City Council's Goals of Youth and Seniors, Infrastructure, and Public Safety.

DEPARTMENTAL COORDINATION:

The process of administering this project involves Public Works, Library and Community Services, Community Development, Finance, and Legal Departments.

Public Works Department will be managing the project with activities that include construction management, labor compliance, and inspection services during construction. The project is a CIP for the Library and Community Services Department and is entirely funded with CDBG funds which is being administered by the Community Development Department. Finance Department manages the proper disbursement of funds and is involved with the reporting requirements of the CDBG funds, and Legal Department reviews pertinent documents/contracts to ensure compliance with applicable laws and regulations. Thus, staff from these Departments are very actively involved with the development and execution of this project

FISCAL AND SUSTAINABILITY IMPACT:

Currently, there is only \$51,298.43 available and appropriated in CIP 9535. The project requires the allocation of CDBG operating budget to CIP Project 9535 to proceed with the Sherwood Recreation Center Building Improvement Project.

Fund	CIP No.	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)
2910	n/a	30.3240-63.5010	Professional Services	\$273,592.44	\$273,592.44	n/a	05/11/21, 22088; 06/21/22, 22397; 05/16/23, 22658; 05/14/24, 22973
2910	n/a	30.3240-66.3600	Capital Outlays – Bldg Construction	\$3,921,173.34	\$3,350,009.13	n/a	6/11/24, 22979
1000	9535	55.9535-63.6010	Outside Services	\$3,172.36	\$3,172.36	n/a	n/a
1000	9535	55.9535-66.3000	Capital Outlays Bldg. Improvements	\$2,549.46	\$2,549.46	n/a	n/a
1000	9535	55.9535-64.4000	Capital Outlays Improvements	\$45,576.61	\$45,576.61	n/a	n/a
2910	9535	55.9535-61.1100	Salaries & Benefits	\$0.00	\$400,000.00	n/a	n/a
2910	9535	55.9535-64.1000	Administrative Overhead	\$0.00	\$50,000.00	n/a	n/a
2910	9535	55.9535-66.4000	Capital Outlays Improvements	\$0.00	\$3,224,900.00	n/a	n/a

ATTACHMENTS:

Resolution
Bid Tab

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION AWARDING THE SHERWOOD RECREATION CENTER
BUILDING IMPROVEMENT, CIP 9535, TO OTTO CONSTRUCTION**

WHEREAS, the City of Salinas receives and administers United States Department of Housing and Urban Development (“HUD”) entitlement Community Development Block Grant (“CDBG”) funds for addressing identified needs in the 2020-2024 Consolidated Plan that identified the Sherwood Recreation Center as a priority project; and

WHEREAS, the Project will be fully funded using HUD CDBG funds as authorized by Council in its U.S Department of Housing and Urban Development FY 2021-22, 2022-23, 2023-24, and 2024-25 Annual Action Plans and Substantial Amendments; and

WHEREAS, on July 20, 2023, the Community Development Department approved proposals for Sherwood Recreation Center, and CSG initiated its service provision under the approved agreement; and

WHEREAS, on January 30, 2025, City staff submitted the Request for Release of Funds and Certification to HUD and on March 7, 2025, the City received the Authority to Use Grant Funds from HUD which then allowed City staff to issue the project bid on June 4, 2025; and

WHEREAS, City Engineer approved the project plans and specifications and authorized the call to bids for this project with bid submittal date on July 15, 2025; and

WHEREAS, representatives of the Public Works Department and Community Development Department of Salinas on July 15, 2025, at a public meeting held via Zoom meeting from City Hall, at Salinas, California, publicly opened and read all bids delivered electronically via the PlanetBids website for the Sherwood Recreation Center Building Improvement , CIP 9535 in accordance with the specifications for such work now filed in the office of City Clerk; and

WHEREAS, the lowest responsive and responsible bidder, Otto Construction, submitted a bid that is below the engineer’s estimate and sufficient funds are available to award this project; and

WHEREAS, it is the City staff recommendation to award the project to Otto Construction in the amount of \$2,686,900; and

WHEREAS, City staff thereupon reported the results of the bidding to the City Council at its regular meeting on August 26, 2025, and the City Council in open session at said meeting examined the report of staff.

NOW, THEREFORE, BE IT RESOLVED pursuant to Salinas Municipal Code Section 12-21, in reference to the “Sherwood Recreation Center Building Improvement , CIP 9535”, that all of said bids or proposals are rejected except the bid from Otto Construction, (hereinafter referred to as “The Successful Bidders”), being the lowest and best bids (based on the specification’s criteria for award) which is hereby accepted. The subject contract is hereby awarded to said Successful Bidders for the sum of \$2,686,900 and more specifically at the unit prices set forth and contained in the Proposal for the “Sherwood Recreation Center Building Improvement, CIP 9535”, of said Successful Bidders, filed in the office of the City Clerk. Said

sum shall be paid by the City of Salinas to said Successful Bidder, payable at the time and manner specified in the plans and specifications and contract documents for the project, entitled, “Sherwood Recreation Center Building Improvement, CIP 9535”; and

BE IT FURTHER RESOLVED that said plans and specifications are hereby accepted and adopted for said work and are also referred to for all of the details and particulars thereof, and said plans and specifications are by reference incorporated in and hereby made a part of this resolution; and

BE IT FURTHER RESOLVED that that the City Manager of Salinas is hereby authorized and directed on behalf of the City of Salinas to execute a contract consistent with the Proposal of said Successful Bidder for said work; and

BE IT FURTHER RESOLVED that the City Council authorizes the Public Works Director to approve contract change orders up to an additional \$538,000 for contingencies, approximately 20% of the contract amount for the Sherwood Recreation Center Building Improvement, CIP 9535; and

BE IT FURTHER RESOLVED that the City Council authorizes the appropriation of \$3,623,602 from Community Development Block Grants (CDBG) funds to the CIP 9535 fund.

PASSED AND APPROVED this 26th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

SHERWOOD HALL RECREATION CENTER BUILDING IMPROVEMENT CIP NO. 9535

Bid awarded on _____ by City Council to _____
for the sum of _____
All other bids were rejected and bid bonds returned.

Drawing No.
Project Engineer Jonathan Esteban
Project Manager Jonathan Esteban

Dated

Dated _____						CONTRACTOR #1		CONTRACTOR #2		CONTRACTOR #3	
City Clerk				ENGINEER'S ESTIMATE		John F. Otto, Inc. dba Otto Construction 1717 2nd St, Sacramento, CA 95811 (916)441-6870		Marvulli, Inc. 1005 E Childs Ave, Ste A, Merced, CA 95341 (209)233-9474		CWS Construction Group, Inc. 1301 Grant Ave, Ste B, Novato, CA, 94945 (415)209-0229	
ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID											
1	MOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00	\$12,751.00	\$ 12,751.00	\$478,500.00	\$ 478,500.00	\$150,000.00	\$ 150,000.00
2	GENERAL CONDITIONS AND REQUIREMENTS (DIVISION 01)	1	LS	\$ 585,725.00	\$ 585,725.00	\$383,426.00	\$ 383,426.00	\$463,370.00	\$ 463,370.00	\$550,000.00	\$ 550,000.00
3	ARCHITECTURAL (A-SHEETS)	1	LS	\$ 1,419,920.00	\$ 1,419,920.00	\$1,329,247.00	\$ 1,329,247.00	\$1,163,182.00	\$ 1,163,182.00	\$1,935,000.00	\$ 1,935,000.00
4	PLUMBING (P-SHEETS)	1	LS	\$ 18,512.00	\$ 18,512.00	\$0.00	\$ -	\$19,885.00	\$ 19,885.00	\$10,000.00	\$ 10,000.00
5	MECHANICAL HVAC (M-SHEETS)	1	LS	\$ 40,161.00	\$ 40,161.00	\$27,097.00	\$ 27,097.00	\$44,220.00	\$ 44,220.00	\$40,000.00	\$ 40,000.00
6	ELECTRICAL (E-SHEETS)	1	LS	\$ 12,516.00	\$ 12,516.00	\$54,590.00	\$ 54,590.00	\$65,500.00	\$ 65,500.00	\$50,000.00	\$ 50,000.00
7	CIVIL SITE (C-SHEETS)	1	LS	\$ 605,795.00	\$ 605,795.00	\$649,306.00	\$ 649,306.00	\$411,640.00	\$ 411,640.00	\$450,000.00	\$ 450,000.00
8	LANDSCAPE AND IRRIGATION (L-SHEETS)	1	LS	\$ 41,448.00	\$ 41,448.00	\$230,483.00	\$ 230,483.00	\$220,685.00	\$ 220,685.00	\$100,000.00	\$ 100,000.00
	TOTAL BASE BID (ITEMS 1-8) (FOR COMPARISON ONLY)				\$ 2,774,077.00		\$ 2,686,900.00		\$ 2,866,982.00		\$ 3,285,000.00
ITEMS TO BE SUBMITTED WITH PROPOSAL ON BID OPENING DATE											
1	PROPOSAL					X		X		X	
2	SIGNED ADDENDUM NO. 1					X		X		X	
3	SIGNED ADDENDUM NO. 2					X		X		X	
4	SIGNED ADDENDUM NO. 3					X		X		X	
5	BIDDER'S BOND					X		X		X	
6	BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE					X		X		X	
7	INSURANCE CERTIFICATION					X		X		X	
8	NON-COLLUSION DECLARATION OF CONTRACTOR					X		X		X	
9	BIDDER'S STATEMENT OF SUBCONTRACTORS - PART I					X		X		X	
10	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION					X		X		X	
11	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT					X		X		X	
12	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE					X		X		X	
13	PUBLIC CONTRACT CODE SECTION 10232 STATEMENT					X		X		X	
14	CONTRACTOR'S CERTIFICATION OF NON-SEGREGATED FACILITIES					X		X		X	
15	DEBARMENT AND SUSPENSION CERTIFICATION					X		X		X	
16	NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS					X		X		X	
17	DISCLOSURE OF NON-LOBBYING ACTIVITIES					X		X		X	
18	MINORITY/WOMEN BUSINESS CERTIFICATION					X		X		X	
19	AFFIRMATIVE ACTION ACKNOWLEDGEMENT LETTER FOR EXECUTIVE ORDER 11246					X		X		X	
ITEMS TO BE SUBMITTED BY LOW BIDDER AND SECOND LOWEST BIDDDER WITHIN 5 WORKING DAYS AFTER BID OPENING											
20	BIDDER'S STATEMENT OF SUBCONTRACTORS - PART II					X		X			
21	NON-COLLUSION DECLARATION OF SUBCONTRACTOR					X		X			
22	BIDDER'S LIST FOR THE CITY OF SALINAS ENGINEERING AND TRANSPORTATION DEPARTMENT					X		X			

SHERWOOD HALL RECREATION CENTER BUILDING IMPROVEMENT CIP NO. 9535

Bid awarded on _____ by City Council to _____
for the sum of _____
All other bids were rejected and bid bonds returned.

Drawing No.
Project Engineer Jonathan Esteban
Project Manager Jonathan Esteban

Dated _____ _____ City Clerk						CONTRACTOR #1		CONTRACTOR #2		CONTRACTOR #3	
						John F. Otto, Inc. dba Otto Construction 1717 2nd St, Sacramento, CA 95811 (916)441-6870		Marvulli, Inc. 1005 E Childs Ave, Ste A, Merced, CA 95341 (209)233-9474		CWS Construction Group, Inc. 1301 Grant Ave, Ste B, Novato, CA, 94945 (415)209-0229	
ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
23	CONTRACTOR DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER					X		X			
24	SUBCONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES					X		X			
25	MINORITY/WOMEN BUSINESS UTILIZATION REPORT					X		X			
26	CONTRACTOR'S SECTION 3 AFFIRMATIVE ACTION STATEMENT					X		X			
27	SECTION 3 GOALS STATEMENT					X		X			
28	PROJECT WAGE RATE SHEET (HUD FORM 4720)					X		X			
29	CONTRACTOR CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION					X		X			
30	SUBCONTRACTOR CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION					X		X			
31	CONTRACTOR CERTIFICATION OF APPLICABLE FRINGE BENEFITS					X		X			
32	SUBCONTRACTOR CERTIFICATION OF APPLICABLE FRINGE BENEFITS					X		X			
33	CONTRACTOR SECTION 3 NOTICE					X		X			
34	MBE/WBE CONTRACTING ANNUAL REPORTING FORM (HUD FORM 2516)					X		X			

** Document under review



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#25-347, Version: 1

Professional Service Agreement for On-call Pavement Management and Analysis

Approve a Resolution delegating authority to the City Manager to execute the Professional Services Agreement and take additional action necessary to implement the agreement with Pavement Engineering Inc. for On-Call Pavement Management and Analysis from August 26, 2025 to August 25, 2029 in an amount not to exceed \$1,000,000.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: **AUGUST 26, 2025**

DEPARTMENT: **PUBLIC WORKS DEPARTMENT**

FROM: **DAVID JACOBS, P.E., L.S, PUBLIC WORKS DIRECTOR**

BY: **PHAVANA ARAKMUL, JUNIOR ENGINEER
ADRIANA ROBLES, PE, CRM, CITY ENGINEER**

TITLE: **PROFESSIONAL SERVICE AGREEMENT FOR ON-CALL
PAVEMENT MANAGEMENT AND ANALYSIS**

RECOMMENDED MOTION:

It is recommended that the City Council approve a resolution delegating authority to the City Manager to execute the Professional Services Agreement and take additional action necessary to implement the agreement with Pavement Engineering Inc. for On-Call Pavement Management and Analysis from August 26, 2025 to August 25, 2029 in an amount not to exceed \$1,000,000.

EXECUTIVE SUMMARY:

A Pavement Management Program (“PMP”) is a planning tool used to help guide pavement management decisions to improve pavement conditions over the entire network while satisfying state and federal funding reporting requirements for roadway improvements. The City of Salinas uses MTC StreetSaver PMP to manage the pavement conditions reporting. In May 2025, staff released a request for qualifications (“RFQ”) to solicit the services of a pavement management firm. Pavement Engineering Inc and Applied Research Associates, Inc responded to the RFQ.

BACKGROUND:

On January 24, 2017, City Council approved an agreement with the Metropolitan Transportation Commission to develop a computer-based pavement management systems, whereby a third party, Adhara Systems Inc, performed a field survey and evaluated and performed the analysis of the pavement condition. In November 2017, Adhara Systems’ analysis reported an overall pavement condition index (“PCI”) of 54.

On August 18, 2020, City Council approved an agreement with Pavement Engineering Inc., (“PEI”) to perform a field survey and evaluation and analysis of the pavement condition. On March 16, 2021, City Council received a report from PEI on the pavement condition. The PCI rating at that time was 55. On May 7, 2024, City Council received the 2023 Pavement Management Program. The PCI rating at that time was 53.

To meet state and federal funding reporting requirements, the City is required to update the PMP database based on the following schedule:

- Review and update pavement information for all roads every two (2) years;
- Inspect arterials and collectors every three (3) years; and
- Inspect residential and local/rural roads every six (6) years.

Following solicitation request, two (2) proposals were received on July 21, 2025. An evaluation committee consisting of Public Works staff reviewed each proposal and ranked them based on the criteria outlined in the RFQ. PEI was selected as the top-ranking consultant based on a rating system described in the RFQ.

Under the terms of the Professional Service Agreement, the consultant will be under this agreement for 4 years and have agreed to the compensation on a project-by-project basis, with each project subject to review and approval by the City Manager or Public Works Director.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No, this contract does apply to Government Code §84308/Levine Act as the contract was the subject of a competitive process.

STRATEGIC PLAN INITIATIVE:

This item relates to the Strategic Plan of Infrastructure by analyzing the pavement condition of the City's streets through proactive and creative maintenance and strategic infrastructure investments.

DEPARTMENTAL COORDINATION:

Coordination with the Legal and Finance departments is required for full execution of this agreement.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	CIP (5800)	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 CIP Budget Page	Last Budget Action (Date, Resolution) *
1100, 1200, 2401, 2510, 2511, 5201, 5202	9981	50.9981-63.6010	Outside Services Other Outside Services	\$10,436,186.38	\$1,000,000	71	6/17/25, 23269

* The FY 2025-26 CIP Budget was adopted on June 17, 2025.

ATTACHMENTS:

Resolution
Professional Service Agreement
Proposal Fee Schedule

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF SALINAS AND PAVEMENT ENGINEERING INC. FOR
ON-CALL PAVEMENT MANAGEMENT AND ANALYSIS SERVICES**

WHEREAS, in May of 2025 the City of Salinas engaged in a Request for Qualifications (RFQ) for a citywide comprehensive pavement condition assessment and analysis, and subsequent evaluation of pavement condition, to inform Public Works staff effort with pavement rehabilitation and preventative maintenance; and

WHEREAS, on July 21, 2025, Public Works staff received proposals from Pavement Engineering Inc. and Applied Research Associates Inc. for on-call pavement management and analysis services; and

WHEREAS, an evaluation committee consisting of Public Works staff reviewed each proposal for completeness and content and ranked them based on the criteria set forth in the RFQ; and

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves the Professional Service Agreement between the City of Salinas and Pavement Engineering Inc. for pavement management analysis from August 26, 2025 to August 25, 2029 in an amount not to exceed \$1,000,000; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the Professional Service Agreement; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute modifications to the Professional Service Agreement and to take whatever additional action may be necessary to effectuate the intent of this resolution; and

PASSED AND APPROVED this 26th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF SALINAS AND
PAVEMENT ENGINEERING INC.



Contents

RECITALS	4
TERMS	4
1. Scope of Service.	4
2. Term; Completion Schedule.	4
3. Compensation.	4
4. Billing.	4
5. Meet & Confer.	5
6. Additional Copies.....	5
7. Responsibility of Consultant.....	5
8. Responsibility of City.	5
9. Acceptance of Work Not a Release.	6
10. Indemnification and Hold Harmless.	6
11. Insurance.	6
12. Access to Records.	6
13. Non-Assignability.	6
14. Changes to Scope of Work.	6
15. Ownership of Documents.	7
16. Termination.....	7
17. Compliance with Laws, Rules, and Regulations.	8
18. Exhibits Incorporated.....	8
19. Independent Contractor.....	8
20. Integration and Entire Agreement.....	8
21. Jurisdiction and Venue.....	8
22. Severability	8
23. Notices.	9
24. Nondiscrimination.....	9
25. Conflict of Interest.	9
26. Headings.	10
27. Attorneys' Fees	10
28. Non-Exclusive Agreement.....	10
29. Rights and Obligations Under Agreement.....	10
30. Licenses.....	10
31. Counterparts.....	10

32. Legal Representation.	10
33. Joint Representation.	10
34. Warranty of Authority.	11
35. No Waiver of Rights.	11
Exhibit A- Insurance Requirements.	13
Exhibit B- Scope of Service.	16

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND PAVEMENT ENGINEERING INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this ___ day of _____, 2025, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **Pavement Engineering Inc.**, a California corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on August 26, 2025, and shall terminate on August 25, 2029, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of as set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed one million dollars (\$1,000,000).
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:
 - (A) A brief description of services performed;
 - (B) The date the services were performed;
 - (C) The number of hours spent and by whom;
 - (D) A brief description of any costs incurred; and
 - (E) The Consultant’s signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority

to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.**

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. **Changes to Scope of Work.** City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes.

Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with

this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Pavement Engineering Inc.
Attn: Joe Ririe, P.E.
3485 Sacramento Drive, Suite A
San Luis Obispo, California 93401
805-781-2265
JoeR@pavementengineering.com

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation

of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

☐ Christopher A. Callihan, City Attorney, or
☐ Rhonda Combs, Assistant City Attorney

CONSULTANT

By (Printed Name): _____
Its (Title): _____

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. 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 Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.



Pavement Engineering Inc. Professional Fee Schedule

City of Salinas Pavement Management Program and Analysis - RFQ

PEI's Fees will remain constant over the term of the contract (four (4) years (2025-2029) with an optional one (1) year extension in year four (4)).

Engineering Services

Senior Principal Engineer	\$270/hr
Principal Engineer	\$240/hr
Senior Associate Engineer	\$230/hr
Associate Engineer	\$210/hr
Assistant Engineer	\$185/hr

Technical Services

Project/ Construction/ Laboratory Manager	\$190/hr
Senior Engineering Technician	\$175/hr
Engineering Technician	\$140/hr
PMS/PMP Field/Data Technician	\$125/hr
PW Inspector*	\$175/hr
Laboratory Technician	\$140/hr
Clerical	\$ 85/hr

Field Services

PW Deflection Testing**	\$585/hr
PW Coring**	\$470/hr
PW Deflection Testing/Coring Travel*	\$390/hr
PW Traffic Control*	\$325/hr
PW Traffic Control Travel*	\$275/hr

*Two (2) hour minimum **Four (4) hour minimum

Basis of Charges

Miscellaneous Charges

Equipment rental, reproductions, testing (other than by PEI), photographic expenses and other outside services: Cost + 15%

Payments

Invoices will be submitted either semi-monthly or monthly and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.





City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#25-348, Version: 1

Professional Services Agreement between City of Salinas and RRM Design Group

Approve a Resolution authorizing the City Manager to execute a Professional Services Agreement between the City of Salinas and RRM Design Group for architectural services related to renovations at the City's fire stations from July 1, 2025, to June 30, 2026, in an amount not to exceed \$587,716.55.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025

DEPARTMENT: FIRE

FROM: SAMUEL KLEMEK, FIRE CHIEF

TITLE: PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS
AND RRM DESIGN GROUP

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager to execute a Professional Services Agreement between the City of Salinas and RRM Design Group for architectural services related to renovations at the City's fire stations from July 1, 2025, to June 30, 2026, in an amount not to exceed \$587,716.55.

EXECUTIVE SUMMARY:

The City of Salinas conducted a comprehensive assessment to identify critical infrastructure needs and prioritize investment areas that would benefit public health and safety. As a result of this analysis, the City's fire stations were identified as key facilities in need of repair and renovation.

To support this ongoing effort, staff recommends entering into a Professional Services Agreement with RRM Design Group so they may continue to provide architectural and design services for renovations at Fire Stations 1 through 6. RRM Design Group will continue to assist in developing construction documents, specifications, and other design-related support necessary to advance the renovation projects.

BACKGROUND:

In July 2023, an agreement between the City of Salinas and the RRM Design Group commenced and RRM began their work in evaluating renovations needed at the six fire stations. The total amount of compensation to be paid under that agreement was not to exceed \$1,016,215. RRM has done a significant amount of work and has invoiced the City a total of \$428,498.45, thus far. The proposed renewal agreement allows for fire station renovation related work to continue. No additional funding is being requested since the funding has already been encumbered.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to

activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No. The California Government Code §84308 does not apply to this item as the contract was subject to a competitive process.

STRATEGIC PLAN INITIATIVE:

The following council vision and goals apply to this item:

- Public Safety
- Infrastructure

DEPARTMENTAL COORDINATION:

Implementation of the work and agreement is a collaborative effort, with the Salinas Fire Department working alongside Public Works, Finance, Administration, and the City Attorney's Office.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	CIP No.	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
1200	9235	45.9235-66.4000	Capital Outlays Improvements	\$587,716.55	\$587,716.55	NA	NA

The proposed renewal agreement allows for the ongoing fire station renovation related work to continue. Funding will come from the appropriated line item mentioned above. No additional funding is being requested since the funding has already been encumbered.

ATTACHMENTS:

- Draft Resolution
- Draft Professional Services Agreement
- Scope of Services
- Memo from RRM Design Group

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR ARCHITECTURAL DESIGN SERVICES FOR THE RENOVATION OF FIRE STATIONS 1 THROUGH 6

WHEREAS, a Request for Proposals (RFP) was issued in April 2023 to solicit architectural and engineering design services for fire station renovations, and a competitive selection process was conducted in accordance with City procurement policies; and

WHEREAS, RRM Design Group was selected as the top-ranked firm based on their qualifications, relevant experience, and proven ability to deliver public safety facility projects on time and within budget.

WHEREAS, the City of Salinas and RRM Design Group entered into a professional services agreement in July 2023 and which expired on June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby authorizes the City Manager to execute a Professional Services Agreement with RRM Design Group for architectural and engineering design services for the renovation of Fire Stations 1 through 6. The agreement shall be in an amount not to exceed \$587,716.55. No additional funding is being requested since funding has already been encumbered and this is a renewed agreement.

PASSED AND APPROVED this 26th day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND RRM
DESIGN GROUP



Contents

RECITALS	4
TERMS	4
1. Scope of Service.	4
2. Term; Completion Schedule.	4
3. Compensation.	4
4. Billing.	4
5. Meet & Confer.	5
6. Additional Copies.....	5
7. Responsibility of Consultant.....	5
8. Responsibility of City.	5
9. Acceptance of Work Not a Release.	6
10. Indemnification and Hold Harmless.	6
11. Insurance.	6
12. Access to Records.	6
13. Non-Assignability.	6
14. Changes to Scope of Work.	6
15. Ownership of Documents.	7
16. Termination.....	7
17. Compliance with Laws, Rules, and Regulations.	8
18. Exhibits Incorporated.....	8
19. Independent Contractor.....	8
20. Integration and Entire Agreement.....	8
21. Jurisdiction and Venue.....	8
22. Severability	9
23. Notices.	9
24. Nondiscrimination.....	9
25. Conflict of Interest.	10
26. Headings.	10
27. Attorneys' Fees	10
28. Non-Exclusive Agreement.....	10
29. Rights and Obligations Under Agreement.....	10
30. Licenses.....	10
31. Counterparts.....	10

32. Legal Representation.	10
33. Joint Representation.	11
34. Warranty of Authority.....	11
35. No Waiver of Rights.	11
Exhibit A- Insurance Requirements.....	12
Exhibit B- Scope of Service.....	15

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND RRM DESIGN GROUP

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 1st day of July 2025, between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”), and RRM Design Group (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. Scope of Service. The project contemplated and the scope of Consultant’s services are described in Exhibit B, attached hereto and incorporated herein by reference.
2. Term; Completion Schedule. This Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.
3. Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed \$587,716.55 [five hundred eighty-seven thousand, seven hundred sixteen dollars and fifty-five cents].
4. Billing. Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:
 - (A) A brief description of services performed;
 - (B) The date the services were performed;
 - (C) The number of hours spent and by whom;
 - (D) A brief description of any costs incurred; and

- (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Samuel Klemek, Fire Chief, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless.

Pursuant to the full language of California Civil Code §2782, design Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the design Consultant. The City agrees that in no event shall the cost to defend charged to the design Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

11. Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Exhibit A hereto.

12. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. Non-Assignability. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be

completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in Exhibit B and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

Samuel Klemek, Fire Chief
City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Email: SamK@ci.salinas.ca.us

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

RRM Design Group
Michael Scott
3765 S Higuera Street Suite 102
San Luis Obispo, Ca 93940

(C) The execution of any such notices by the City Manager or Fire Chief shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any

statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

☐ Christopher A. Callihan, City Attorney, or
☐ Rhonda Combs, Assistant City Attorney

CONSULTANT

By (Printed Name): _____
Its (Title): _____

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form

of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. 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 Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Scope of Service

Scope of Service; Compensation



PROJECT UNDERSTANDING

RRM understands that the City of Salinas is proposing to renovate six (6) existing fire stations (#1, #2, #3, #4, #5, #6) with various scopes at each fire station. See below for RRM's summary of the scope based on the information provided in the RFQ (#2023-01 dated 3/27/23), included Exhibit A Assessment dated 10/13/2022, and bid addenda 1 and 2.

We understand that the complete scope of work for each station will be determined after completion of the assessment phase. Based on our two plus decades of experience building and renovating fire stations it is our recommendation that the City also complete the schematic design phase, Task 2, after which a cost estimate will be performed on the developed scope to allow the city to determine probable costs for the work. RRM believes that this approach will better allow the city and design team to determine if additional scope items may be required.

This scope may include ADA upgrades beyond those otherwise captured in the scope (building entry, kitchens to remain, restrooms to remain, elevator at station 1, etc.), energy efficiency upgrades required by the California Green Building Code, and voluntary or code required structural upgrades depending on the age of the building and level of alteration. To ensure what we have provided the best value for the fire department our structural engineering team has limited the work included in the base scope to that required to support other scope outlined in the RFQ such as heavy equipment anchorage and minor modifications to the floorplan within the existing building footprint. The option for level 2 alteration has been provided as an optional task for selection if desired or required.

Work for services beyond what is listed in the RFQ, such as the additional services listed above, is not included in basic scope of services below and can be provided as an additional service. When possible, based on the information provided as part of the RFQ, RRM and its consultant team, have included some of these additional services as optional tasks to ensure that this proposal can be tailored to the unique and specific needs of the City of Salinas and the Salinas Fire Department.

Finally, knowing that station 1 is the priority project for the fire department, we have structured our fee to provide the site assessments, and where possible develop standardized plans and details as well as standard specifications as part of the station 1 renovation. The development of these standards with the fire department will then be carried out across the remaining five stations. Utilizing the station 1 standardized drawings and specifications will allow us to have a lower cost during the design of the other stations.

All Fire Stations

- New cooling system (existing is heating only) utilizing existing duct work and addition of split systems where required.
- Replace vent extractor system in apparatus bay – assumed owner to coordinate with vendor to provide. Plans will note for contractor to coordinate installation with owner's selected vendor. Architect will assist owner in vendor coordination.

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a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844

Salinas Fire Station 1-6 Renovations**Scope of Services**

July 9, 2023

Page 2 of 13

Major Renovation**Fire Station #1 (Priority Project)**

- Relocate operations during construction.
- Complete Kitchen remodel including power repairs for appliances - assumes natural gas fueled appliances and plumbing fixtures to remain in existing locations.
- Flooring replacement throughout dayroom
- Retractable partition in the day room.
- Complete interior painting
- Meeting room layout reconfiguring
- New light fixtures, HVAC diffusers/grilles, new ceiling tiles in affected areas due to damage from roof leaks – anticipated replacement of ceiling grid.
- Replacement of rear apparatus bay doors to match front doors.
- Dividers in dormitory area.
- Access control system for building entry.
- Renovations to the workout area to separate from the exhaust in the apparatus bay.
- Plumbing issues that may require drain/sewer replacement – plumbing engineer may recommend camera scoping of pipes and exploratory demolition after site assessment if problem areas are not readily identifiable.
- Electrical issues that may require service upgrade – for the purposes of this proposal an electrical service upgrade/modification is assumed due to reported lack of capacity.
- New concrete paving in parking lot - anticipated as a replacement in kind that will not require storm water documentation. Architectural site plan drawings to show quantity of paving will be provided.
- Possible installation of new sprinkler system to be confirmed with the client as this may require structural upgraded depending on the findings of the assessment.
- Possible modifications to improve response time and path of travel to apparatus bay.

Moderate Renovation**Fire Station #3**

- Complete kitchen remodel - assumes natural gas fueled appliances to remain and plumbing fixtures to remain in existing locations.
- Potential renovations to the dormitory and workout rooms to separate them from the exhaust in the apparatus bay.
- Replace existing roofing.
- Bathroom remodel to provide gender-neutral facilities - Plumbing issues may require drain/sewer replacement and partial demolition of existing slab.
- Complete interior and exterior painting
- Demolition of training tower with 1-story underground. Backfill and replacement of finish surface - Notes only, no plans to be provided.
- Dividers in dormitory area.
- Flooring replacement

Salinas Fire Station 1-6 Renovations

Scope of Services

July 9, 2023

Page 3 of 13

- Possible installation of a new fire sprinkler system to be confirmed with the client as this may require structural upgraded depending on the findings of the assessment.

Moderate Renovations

Fire Station #2

- Complete kitchen remodel - assumes natural gas fueled appliances to remain and plumbing fixtures to remain in existing locations.
- "Keep Clear" painting at front apron and street per city standard.
- Complete interior and exterior painting
- Demolition of existing onsite storage shed - Notes only, no plans to be provided.
 - Replacement of storage shed to be separate and by Fire Department.
- Potential addition of vestibule and renovations to the workout room to separate them from the exhaust in the apparatus bay.
- New paving in parking lot - anticipated as a replacement in kind that will not require storm water documentation. Architectural site plan drawings to show quantity of paving will be provided.

Fire Station #4

- Complete repair of vehicle ramp at front of building and new paving in rear parking lot – anticipated as a replacement in kind that will not require storm water documentation. Architectural site plan drawings to show quantity of paving will be provided.
- Complete exterior and interior painting
- Partial kitchen remodel - assumes case work and counter to remain, replacement in kind of existing appliances and addition of vent hood at stove.
- Replacing existing windows and apparatus bay doors with more thermally efficient windows
- Replace existing roofing.

Fire Station #6

- Potential addition of vestibule and renovations to the workout room to separate them from the exhaust in the apparatus bay.
- Complete interior and exterior painting
- Replacement of apparatus bay doors

Minor Renovations

Fire Station #5

- Potential exterior improvements to mitigate moisture issues at windows and walls.
- Potential renovations to the workout room to separate it from the exhaust in the apparatus bay.

SCOPE OF SERVICES

We anticipate that if RRM is selected for this project, we will work with the City to refine the scope and associated fees to ensure that the services provided reflect the unique and specific needs of the City of Salinas and the Salinas Fire Department. The following listing and description of phases and tasks represent our approach for each project.

Task 1: Project Planning and Building Assessment Phase

Task 1 Existing Facility Analysis and Assessment

Task 2: Schematic Design Documents Phase

Task 2 Schematic Design

Task 3: Design Development Documents Phase

Task 3 Design Development

Task 4: Construction Documents Phase

Task 4.1 Construction Documents

Task 4.2 Permitting

Task 5: Bid and Award Phase

Task 5 Bidding

Task 6: Construction Phase

Task 6.1 Construction Administration

Task 6.2 Record Drawings and Project Close-Out

TASK 1: PROJECT PLANNING AND BUILDING ASSESSMENT PHASE

Task 1.1: Existing Facility Analysis and Assessment

RRM's team will tour the existing facilities and provide an analysis of the existing systems and assess replacement, and repair needs at the six fire stations. This analysis will provide the supporting information needed to define the scope of facility renovations as building and site (where applicable) conceptual plans are developed. Additionally, as part of this phase, based on the age of the stations 1, 2, 3, 4, and 6 it is recommended that the City hire a third-party consultant to test and identify any hazardous materials that may require abatement in the existing stations. The analysis will include:

- *Review of City provided plans and documentation of the existing facilities and performing observation of the existing buildings and their systems.*
- *Review and incorporation of fire department feedback*

Salinas Fire Station 1-6 Renovations**Scope of Services**

July 9, 2023

Page 5 of 13

Deliverables:

- Architectural, mechanical, plumbing, and electrical system analysis and assessment
- Conceptual floor plans to assist in defining scope.
- Final building assessment report with analysis and assessment for each station

Meetings:

- One (1) fire station facility tour at each station (3 days total anticipated)
- One (1) working project status meeting to review the assessment package.

Client Participation:

- Attendance at project status meetings
- Provide timely decisions regarding the assessment to determine scope.
- Provide access to all areas of fire station facilities and available record drawings.
- Provide Hazardous materials report (recommended)

TASK 2: SCHEMATIC DESIGN DOCUMENTS PHASE**Task 2.1: Schematic Design**

With the building assessments completed, RRM will prepare schematic plans for each station that illustrate the proposed scope of work. As required depending on the scope of work, RRM will meet with the city to review the proposed scope of work and prepare a schematic design application package for submittal to the Planning Division (noted below as a separate optional task). If selected, a schematic design level construction cost estimate will be prepared to reflect the information developed in this task to provide the city with a probable cost of construction to assist in developing a budget for the projects.

Tasks:

- Prepare schematic building plans
 - Schematic Demolition Plans (as applicable)
 - Schematic Proposed Floor and Roof Plans (as applicable).
 - Schematic Elevations (as applicable).
 - Schematic Engineering Drawings
 - Schematic Design level cost estimate (if selected)

Deliverables:

- Schematic Design Package
 - Architectural floor plan, roof plan, demolition plan (as applicable)
 - Architectural building elevations (as applicable)
 - Schematic Engineering Drawings
 - Outline Specification
- Discretionary Review (if required) – anticipated to be an over-the-counter review to encompass all stations in a single meeting.

Salinas Fire Station 1-6 Renovations**Scope of Services**

July 9, 2023

Page 6 of 13

- Schematic Level Cost estimate of Station 1 and one (1) other station – if selected. Architect will use cost estimates provided to interpolate a conceptual budget for the remaining stations.

Meetings:

- Two (2) working project status meeting to review the schematic drawings progress, cost estimate at the completion of schematic design, and/or with the discretionary review agency to review all six (6) stations.

Client Participation:

- Attendance of Client/RRM team meetings
- Provide timely decisions regarding the design
- Provide previously surveyed documentation (as applicable) – record drawings, building reports, utility information, etc.
- Provide Geotechnical Report (if applicable)

TASK 3: DESIGN DEVELOPMENT DOCUMENTS PHASE

Task 3: Design Development

Based on the schematic design documents and project budget, RRM and our consultant team will develop the building systems for each project. In the design development task, the design team will design and layout the basic engineering systems. If selected, a design development level construction cost estimate will be prepared to reflect the information developed in this task. Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the RFQ and by the City and Fire Department

Tasks:

- Work with the Client to review the project design and budget developed during the schematic design phase and incorporate client requested changes.
- Develop 100% design development package to include:
 - Architectural drawings
 - Engineering drawings
 - Progress specifications
 - Design development level cost estimate (if selected)

Deliverables:

- Design development drawings
- Design development progress specifications
- Design development engineering drawings
- Design development level construction cost estimate (if selected)
- Interior finishes materials board
- Response to Client comments

Salinas Fire Station 1-6 Renovations**Scope of Services**

July 9, 2023

Page 7 of 13

Meetings:

- Two (2) working project status meeting to review the design development drawing progress.
 - Assumes one (1) meeting for stations 1 and 3 and one (1) meeting for stations 2, 4, 5, and 6.

Client Participation:

- Attendance of Client/RRM team meetings
- Provide timely decisions regarding the design.
- Review and approval of design development package

TASK 4: CONSTRUCTION DOCUMENTS PHASE**Task 4.1: Construction Documents**

Based on the design development drawings, specifications, and the construction cost estimate, RRM and our consultants will prepare the construction document packages. It is assumed that each station will have its own construction document packages that will be submitted to the City for plan review and approval; up to three (3) packages assumed. During this task RRM will continue to work closely with the City and Fire Department to ensure that project goals defined in the earlier phases are fully captured in the construction documents packages.

Tasks:

- Develop 90% construction documents packages for permit submittal to include:
 - Architectural drawings
 - Engineering drawings
 - Specifications
 - Title 24 Reports
 - Structural Calculations
- Coordination with the Client's front end specification - Division 0 and General Conditions
- 90% construction document level cost estimate (if selected)
- RRM in-house QA/QC process

Deliverables:

- 90% construction document packages (for Client review and permit submittal)
- 90% construction cost estimates (if selected)
- Response to Client comments

Meetings:

- Two (2) working project status meeting to review the construction document drawings.
 - Assumes one (1) meeting for stations 1 and 3 and one (1) meeting for stations 2, 4, 5, and 6.

Salinas Fire Station 1-6 Renovations**Scope of Services**

July 9, 2023

Page 8 of 13

Client Participation:

- *Attendance of Client/RRM team meetings*
- *Provide timely decisions regarding design and cost.*
- *Provide City Standard Division 0 and General Conditions Specifications*

Task 4.2: Permitting

RRM will submit the 90% construction documents to the Building Department for plan check review at the end of the construction document task. RRM will respond to the plan check comments received in writing and prepare documentation to achieve permit-ready status. During this task, modification to the documents may also occur as a result of agency review comments and RRM's in-house QA/QC process. RRM will incorporate agency plan check, RRM in-house QA/QC, and Client review comments into the 100% construction document set for the project bidding process.

Tasks:

- *Submit to City for building permit – up to 3 construction documents packages assumed.*
- *Respond to plan check comments – up to 3 responses assumed.*

Deliverables:

- *100% Construction Documents with building department and client comments included in the submittal for bidding.*

Meetings:

- *One meeting to review plan check comments with the fire department and building department.*

Client Participation:

- *Payment of plan check fees*
- *Attendance of RRM/agency meetings*

TASK 5: BID AND AWARD PHASE**Task 5: Bidding**

RRM and our consultants will assist the Client during the bidding phase by participating in a pre-bid conference, evaluating, and advising the Client regarding substitution requests, and responding to questions from prospective bidders in the form of an addendum. This proposal is based on a design bid build delivery method.

We recommend that stations 1 and 3 each have their own bid package and that stations 2, 4, 5, and 6 be grouped into one (1) bid package. Final number of bid packages to be discussed with owner after assessments. Based on our experience grouping the smaller stations will provide the City and Fire Department with more competitive bid pricing due to the larger scope of work. Additionally, during bidding, RRM will work with the City to determine the best schedule for the construction on the existing stations to ensure that impacts to the community for response times are minimized or avoided.

Salinas Fire Station 1-6 Renovations**Scope of Services**

July 9, 2023

Page 9 of 13

Tasks:

- Respond to written bidder questions.
- Prepare up to three (3) addendum –one per bid package.

Meetings:

- Two (2) bid walks meetings to assist in the bidding process.
 - Assumes one (1) meeting for stations 1 and 3 and one (1) meeting for stations 2, 4, 5, and 6.

Client Participation:

- Conducting pre-bid conference and bid opening.
- Attendance of RRM/Client meetings

TASK 6: CONSTRUCTION PHASE**Task 6.1: Construction Administration**

RRM and our consultants will assist the Client during the construction phase by reviewing and responding to contractor submittals and requests for additional information, reviewing and responding to requests by the Client or contractor for changes in the work, observing and advising the Client construction administrator regarding construction progress and conformance to the contract documents. We will attend regular progress meetings, assist the Client in preparing a punch list, and advise the Client on the status of the project with respect to substantial completion and final completion. This proposal assumes concurrent construction of stations 1 and 3, and then subsequent concurrent construction on stations 2, 4, 5, and 6.

Tasks:

- Respond to Requests for Information (RFI)
- Issue supplemental information/instructions
- Review payment applications
- Review change proposals and change orders
- Prepare field observation reports when needed.
- Prepare punch list.
- Attendance at on-site construction project meetings two (2) time per month for 24 months
 - Based on the proposed schedule, RRM will visit both stations under construction during each trip.
- Review of contractor provided Record As-built drawings and Operations and Maintenance Manuals

Salinas Fire Station 1-6 Renovations**Scope of Services**

July 9, 2023

Page **10** of 13**Meetings:**

- *Twenty-Seven (27) on-site project meetings/construction observations (two [2] per month for 6 months)*
 - *Includes three (3) pre-construction meetings – one per bid package*
 - *It is assumed that stations concurrently under construction will have meetings on the same day*
 - *Assumes concurrent construction of stations 1 and 3 - twelve (12) meetings*
 - *Assumes concurrent construction of stations 2, 4, 5, and 6 - twelve (12) meetings.*
- *Three (3) punch list walk-throughs – one per bid package*
- *Three (3) final construction completion meeting – one per bid package*

Client Participation:

- *Attendance at job site and virtual meetings*

Task 6.2: Record Drawings and Project Closeout

RRM and our consultants will review the contractor provided record drawings for each bid package for completeness. RRM will provide comments on the set of record drawings for the contractor to include the revisions made during construction for the City to have a complete record of the project as completed by the contractor.

Objectives:

- *Review revisions and changes during construction*
- *Provide comments to the contractor of items to be added for complete hard copy.*

Deliverables:

- *Reviewed contractor marked Record Drawing set for City.*
- *Final hard copy Record Drawing set on heavy bond paper provided by the contractor.*
- *PDF scan of hard copy record set*

Client Participation:

- *Review and provide comment to the Record Drawing set.*

OPTIONAL TASKS

O.1: Optional Structural Retrofit of Existing Stations

While the RFQ did not explicitly include seismic renovations as the scope for the project, our team has reviewed the as-built information to provide this as an optional task. Stations 1,2,3,4, and 6 were built prior to the 1986 Essential Facilities Act. That Act required Fire Stations to have an increased loading to ensure that the structures remained standing after a seismic event.

This Act refers to the current Title 24, California Code of Regulations. Within that is the California Existing Building Code (CEBC). The CEBC outlines the procedure for handling alterations. Under this optional task we have included a Level 2 Alteration. That is defined as less than 50% of the building is being modified, new equipment is being installed, and minor architectural modifications such as moving a door or window. The CEBC goes on to require that a Level 2 Alteration must retrofit the wall to roof connection for any heavy walls to flexible diaphragms. That is the case for Stations 1, 3, 4, and 6.

If an Alteration plan exceed 50% of the building area, then a Level 3 Alteration will be required. That triggers a full seismic retrofit to bring the building into the current California Building Code. A Level 3 Alteration is excluded in this optional task as it is not anticipated that alterations will exceed 50% of the building area.

Scope excluded from the Base and Optional Structural task:

- Footprint expansion of the existing buildings
- Storage shed structure, Station 2 – assumed to be prefabricated.
- Seismic Retrofit to bring entire building into compliance with current CBC.
- MEP ducting/piping/supports, including cable trays and trapeze systems.
- Temp shoring and/or supports to facilitate construction.
- Site Elements such as retaining walls, seat walls, ramps, etc.

O.2: Cost Estimate

RRM will contract with an outside third-party cost estimator to provide a schematic design phase cost estimate for two stations at the completion of the schematic design drawings (RRM recommends station 1 and either station 2, 3, or 4). RRM will review the findings of the estimate with the Client to discuss any value-engineering options if desired. Additional cost estimates may be provided as an add service if requested by the client as outlined in the fee proposal.

O.3: Civil Engineering

As part of this proposal, it is assumed that all new paving at drive aprons and in parking lots will be a replacement in kind that will not require storm water documentation. Should the authority having jurisdiction over the projects require plans to document compliance with the State Water Board requirements, those plans will be provided under this optional task.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Geohazard and/or geotechnical reports – if required for site paving
- Topographic Survey and boundary– if required
- Hazardous Materials Reports – Lead, asbestos, etc.
- As-builts of existing facility and underground utilities if available.

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I. Additionally, RRM reserves the right to negotiate changes in scope with the client prior to commencement of the work.

The following services or tasks are specifically excluded from the scope:

- Design services for work not specifically described in the above project understanding and not included in the RFP and attached Exhibit A Preliminary Assessment. This work may include but is not limited to:
 - ADA upgrades including entries, restrooms, kitchen, elevator (station I), etc.
 - Energy Code Upgrades
 - Structural Upgrades (depending on level of alteration)
- LEED Documentation
- Replace vent extractor system in apparatus bay – assumed owner to coordinate with vendor to provide. Plans will note for contractor to coordinate installation with owner's selected vendor. Architect will assist owner in vendor coordination.
- Existing Topography or Boundary work (available upon request)
- Geohazard and/or geotechnical reports – to be provided by the client.
- Off-site utility work
- Off-site roadway work, remove and replacing of existing frontage improvements such as existing driveway or sidewalk.
- QSP/QSD services
- Full Storm Water Pollution Prevention Plans, SWPPP –SW Control plan as required by the city of Salinas will be provided.
- Site work beyond paving replacement noted in the RFQ
 - Landscaping, site lighting, and grading and drainage modifications can be provided as an additional service.
- Electrical service upgrades unless explicitly included above.
- Evaluation or replacement of emergency generators and related emergency distribution systems.
- Design/specification of Electric Vehicle ("EV") charger provisions.

Salinas Fire Station 1-6 Renovations
Scope of Services

July 9, 2023

Page 13 of 13

- Photovoltaic and Battery Energy Storage System design and specifications.
- Design for Emergency Radio Responder Communications System (ERRCS).
- Fire alarm system (or fire sprinkler monitoring system) will be a performance specification and deferred approval.
 - Contractor will be responsible for complete shop drawing as required by the Authority Having Jurisdiction (AHJ) for separate approval/permit
- Commissioning of electrical systems – assumes a third party (independent) commissioning agent will be retained.
- Lighting acceptance testing (and completion of forms required by Title 24) for lighting and control systems. Acceptance requirements and forms will be included in the electrical specifications and will be the responsibility of the installing contractor.
- Hazardous material testing and report
- Commissioning of HVAC and plumbing equipment.
- Full coverage fire sprinkler system design – a performance specification will be provided for a deferred approval if required.
 - Contractor will be responsible for complete shop drawing as required by the Authority Having Jurisdiction (AHJ) for separate approval/permit.
 - Structural engineering calculations for the addition of fire sprinklers is excluded and can be provided as an additional service if required.
- Tier 1 and Tier 3 Analysis of the ASCE 41 Seismic Assessment of the fire station by a licensed Structural Engineer to identify conformance to current building codes and requirements for essential services facility unless requested as an additional service.
 - **Note:** The ASCE 41 Seismic Assessment is the standard to identify specific deficiencies and provide general recommendations.
 - The requirement for this analysis is dependent on the final scope developed during Tasks 1 and 2 and will be discussed with the City.
- Non-Traditional project delivery methods such as lease-leaseback, CM at Risk, and design-build.
- Digitization of contractor provided record drawings.

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE: \$1,016,215 including all optional tasks. Please see following pages for breakdown by station and fee for optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
DESIGN SERVICE	FIRM NAME	LOCAL BUSINESS ENTERPRISE (Y/N)?	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Station 1			\$ 31,747.50	\$ 31,072.50	\$ 35,652.50	\$ 56,627.50	\$ 7,372.50	\$ 72,007.50	\$ 234,480.00
Station 2			\$ 1,732.50	\$ 15,062.50	\$ 14,787.50	\$ 28,227.50	\$ 4,077.50	\$ 22,135.00	\$ 86,022.50
Station 3			\$ 2,090.00	\$ 20,050.00	\$ 18,410.00	\$ 27,205.00	\$ 5,520.00	\$ 49,955.00	\$ 123,230.00
Station 4			\$ 1,732.50	\$ 14,812.50	\$ 14,787.50	\$ 28,727.50	\$ 4,077.50	\$ 22,135.00	\$ 86,272.50
Station 5			\$ 1,622.50	\$ 15,172.50	\$ 14,952.50	\$ 28,282.50	\$ 4,187.50	\$ 22,630.00	\$ 86,847.50
Station 6			\$ 1,375.00	\$ 14,045.00	\$ 13,715.00	\$ 26,550.00	\$ 3,940.00	\$ 21,887.50	\$ 81,512.50
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 40,300.00	\$ 110,215.00	\$ 112,305.00	\$ 195,620.00	\$ 29,175.00	\$ 210,750.00	\$ 698,365.00
OPTIONAL: FULL STRUCTURAL RETROFIT - NOT SELECTED			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 20,500.00	\$ 27,250.00
TOTAL DESIGN FEE			\$ 41,800.00	\$ 111,715.00	\$ 113,555.00	\$ 196,870.00	\$ 30,425.00	\$ 231,250.00	\$ 725,615.00
Optional Tasks									
Cost Estimating*	Leland Saylor Associates	No	\$ -	\$ 30,900.00	\$ 39,400.00	\$ 47,800.00	\$ 25,000.00	\$ -	\$ 143,100.00
Civil - If Needed at 1, 2 and 4	RRM Design Group	No	\$ -	\$ 23,000.00	\$ 26,500.00	\$ 50,000.00	\$ 3,000.00	\$ 16,500.00	\$ 119,000.00
Structural - Roof Attachment	RRM Design Group	No	\$ -	\$ 6,500.00	\$ 8,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 28,500.00
*Note: RRM Recommends Cost Estimating of Station 1 for Schematic Level and 50% Con Doc Level totaling \$26,700 and using that as a tool to evaluate the work across all stations. This amount would be added to the total if selected.									
Civill Note: RRM Architects can provide site plan identifying area of new paving if acceptable to building department for this work. Optional Task for Civil is if bulding dept requires.									

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE STATION 1: \$ 341,080 including optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
DESIGN SERVICE	FIRM NAME	LOCAL BUSINESS ENTERPRISE (Y/N)?	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Architectural	RRM Design Group	No	\$ 28,640.00	\$ 21,620.00	\$ 21,250.00	\$ 35,950.00	\$ 4,700.00	\$ 61,910.00	\$ 174,070.00
Structural	RRM Design Group	No	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 7,500.00
Mechanical	3C Engineering	No	\$ 1,787.50	\$ 5,362.50	\$ 8,937.50	\$ 12,512.50	\$ 1,787.50	\$ 5,362.50	\$ 35,750.00
Electrical	Thoma Electric	No	\$ 1,320.00	\$ 2,090.00	\$ 3,465.00	\$ 5,665.00	\$ 385.00	\$ 4,235.00	\$ 17,160.00
Civil - Not Included	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape	RRM Design Group	No	N/A	N/A	N/A	N/A	N/A	N/A	\$ -
Specifications	RRM Design Group	No	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 31,747.50	\$ 31,072.50	\$ 35,652.50	\$ 56,627.50	\$ 7,372.50	\$ 72,007.50	\$ 234,480.00
Optional Full Structural Retrofit	RRM Design Group	No							\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 7,500.00
TOTAL DESIGN FEE			\$ 32,247.50	\$ 31,572.50	\$ 36,152.50	\$ 57,127.50	\$ 7,872.50	\$ 77,007.50	\$ 241,980.00
Optional Tasks									
Cost Estimating	Leland Saylor Associates	No	\$ -	\$ 10,900.00	\$ 13,900.00	\$ 15,800.00	\$ 6,000.00	\$ -	\$ 46,600.00
Civil - If Needed	RRM Design Group	No	\$ -	\$ 8,000.00	\$ 9,000.00	\$ 17,500.00	\$ 1,000.00	\$ 7,500.00	\$ 43,000.00
Structural - Second Floor Attachm	RRM Design Group	No	\$ -	\$ 2,000.00	\$ 2,500.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 9,500.00

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE STATION 2: \$151,072.50 including optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
DESIGN SERVICE	FIRM NAME	LOCAL BUSINESS ENTERPRISE (Y/N)?	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Architectural	RRM Design Group	No	\$ -	\$ 10,160.00	\$ 7,830.00	\$ 16,580.00	\$ 2,840.00	\$ 16,992.50	\$ 54,402.50
Structural - Arch Support	RRM Design Group	No	\$ -	\$ 750.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 2,250.00
Mechanical	3C Engineering	No	\$ 1,017.50	\$ 3,052.50	\$ 5,087.50	\$ 7,122.50	\$ 1,017.50	\$ 3,052.50	\$ 20,350.00
Electrical	Thoma Electric	No	\$ 715.00	\$ 1,100.00	\$ 1,870.00	\$ 3,025.00	\$ 220.00	\$ 2,090.00	\$ 9,020.00
Civil - Not Included	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape	RRM Design Group	No	N/A	N/A	N/A	N/A	N/A	N/A	\$ -
Specifications	RRM Design Group	No	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 1,732.50	\$ 15,062.50	\$ 14,787.50	\$ 28,227.50	\$ 4,077.50	\$ 22,135.00	\$ 86,022.50
Optional Full Structural Retrofit	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 3,000.00	\$ 3,850.00
TOTAL DESIGN FEE			\$ 1,932.50	\$ 15,262.50	\$ 14,937.50	\$ 28,377.50	\$ 4,227.50	\$ 25,135.00	\$ 89,872.50
Optional Tasks									
Cost Estimating	Leland Saylor Associates	No	\$ -	\$ 4,300.00	\$ 6,300.00	\$ 7,800.00	\$ 3,800.00	\$ -	\$ 22,200.00
Civil - If Needed	RRM Design Group	No	\$ -	\$ 8,000.00	\$ 9,000.00	\$ 16,000.00	\$ 1,000.00	\$ 5,000.00	\$ 39,000.00
Structural - Roof Attachment Not Needed	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE STATION 3: \$156,780.00 including optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
DESIGN SERVICE	FIRM NAME	BUSINESS ENTERPRISE	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Architectural	RRM Design Group	No	\$ -	\$ 13,880.00	\$ 8,720.00	\$ 13,610.00	\$ 3,480.00	\$ 41,260.00	\$ 80,950.00
Structural - Plans Included	RRM Design Group	No	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00
Mechanical	3C Engineering	No	\$ 1,320.00	\$ 3,960.00	\$ 6,600.00	\$ 9,240.00	\$ 1,320.00	\$ 3,960.00	\$ 26,400.00
Electrical	Thoma Electric	No	\$ 770.00	\$ 1,210.00	\$ 2,090.00	\$ 3,355.00	\$ 220.00	\$ 4,235.00	\$ 11,880.00
Civil - Not Included	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape	RRM Design Group	No	N/A	N/A	N/A	N/A	N/A	N/A	\$ -
Specifications	RRM Design Group	No	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 2,090.00	\$ 20,050.00	\$ 18,410.00	\$ 27,205.00	\$ 5,520.00	\$ 49,955.00	\$ 123,230.00
Optional Full Structural Retrofit	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 3,500.00	\$ 4,350.00
TOTAL DESIGN FEE			\$ 2,290.00	\$ 20,250.00	\$ 18,560.00	\$ 27,355.00	\$ 5,670.00	\$ 53,455.00	\$ 127,580.00
Optional Tasks									
Cost Estimating	Leland Saylor Associates	No	\$ -	\$ 4,300.00	\$ 6,300.00	\$ 7,800.00	\$ 3,800.00	\$ -	\$ 22,200.00
Civil - If Needed, Not Anticipated	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural - Roof Attachment	RRM Design Group	No	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 7,000.00
Note: Civil may be added for sewer if required by City.									

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE STATION 4: \$152,822.50 including optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
DESIGN SERVICE	FIRM NAME	LOCAL BUSINESS ENTERPRISE (Y/N)?	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Architectural	RRM Design Group	No	\$ -	\$ 10,160.00	\$ 7,830.00	\$ 16,580.00	\$ 2,840.00	\$ 16,992.50	\$ 54,402.50
Structural - Arch Support	RRM Design Group	No	\$ -	\$ 500.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,500.00
Mechanical	3C Engineering	No	\$ 1,017.50	\$ 3,052.50	\$ 5,087.50	\$ 7,122.50	\$ 1,017.50	\$ 3,052.50	\$ 20,350.00
Electrical	Thoma Electric	No	\$ 715.00	\$ 1,100.00	\$ 1,870.00	\$ 3,025.00	\$ 220.00	\$ 2,090.00	\$ 9,020.00
Civil - Not Included	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape	RRM Design Group	No	N/A	N/A	N/A	N/A	N/A	N/A	\$ -
Specifications	RRM Design Group	No	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 1,732.50	\$ 14,812.50	\$ 14,787.50	\$ 28,727.50	\$ 4,077.50	\$ 22,135.00	\$ 86,272.50
Optional Full Structural Retrofit	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 3,000.00	\$ 3,850.00
TOTAL DESIGN FEE			\$ 1,932.50	\$ 15,012.50	\$ 14,937.50	\$ 28,877.50	\$ 4,227.50	\$ 25,135.00	\$ 90,122.50
Optional Tasks									
Cost Estimating	Leland Saylor Associates	No	\$ -	\$ 3,800.00	\$ 5,300.00	\$ 6,800.00	\$ 3,800.00	\$ -	\$ 19,700.00
Civil - If Needed	RRM Design Group	No	\$ -	\$ 7,000.00	\$ 8,500.00	\$ 16,500.00	\$ 1,000.00	\$ 4,000.00	\$ 37,000.00
Structural - Roof Attachment	RRM Design Group	No		\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 6,000.00

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE STATION 5: \$106,897.50 including optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
DESIGN SERVICE	FIRM NAME	BUSINESS ENTERPRISE	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Architectural	RRM Design Group	No	\$ -	\$ 10,160.00	\$ 7,830.00	\$ 16,580.00	\$ 2,840.00	\$ 16,992.50	\$ 54,402.50
Structural - Arch Support	RRM Design Group	No	\$ -	\$ 750.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 2,250.00
Mechanical	3C Engineering	No	\$ 1,182.50	\$ 3,547.50	\$ 5,912.50	\$ 8,277.50	\$ 1,182.50	\$ 3,547.50	\$ 23,650.00
Electrical	Thoma Electric	No	\$ 440.00	\$ 715.00	\$ 1,210.00	\$ 1,925.00	\$ 165.00	\$ 2,090.00	\$ 6,545.00
Civil - Not Needed	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape	RRM Design Group	No	N/A	N/A	N/A	N/A	N/A	N/A	\$ -
Specifications	RRM Design Group	No	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 1,622.50	\$ 15,172.50	\$ 14,952.50	\$ 28,282.50	\$ 4,187.50	\$ 22,630.00	\$ 86,847.50
Optional Full Structural Retrofit	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 3,000.00	\$ 3,850.00
TOTAL DESIGN FEE			\$ 1,822.50	\$ 15,372.50	\$ 15,102.50	\$ 28,432.50	\$ 4,337.50	\$ 25,630.00	\$ 90,697.50
Optional Tasks									
Cost Estimating	Leland Saylor Associates	No	\$ -	\$ 3,800.00	\$ 3,800.00	\$ 4,800.00	\$ 3,800.00	\$ -	\$ 16,200.00
Structural - Roof Attachment Not Needed	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE STATION 5: \$107,562.50 including optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
DESIGN SERVICE	FIRM NAME	LOCAL BUSINESS ENTERPRISE (Y/N)?	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Architectural	RRM Design Group	No	\$ -	\$ 10,160.00	\$ 7,830.00	\$ 16,580.00	\$ 2,840.00	\$ 16,992.50	\$ 54,402.50
Structural - Arch Support	RRM Design Group	No	\$ -	\$ 750.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 2,250.00
Mechanical	3C Engineering	No	\$ 935.00	\$ 2,475.00	\$ 4,675.00	\$ 6,545.00	\$ 935.00	\$ 2,805.00	\$ 18,370.00
Electrical	Thoma Electric	No	\$ 440.00	\$ 660.00	\$ 1,210.00	\$ 1,925.00	\$ 165.00	\$ 2,090.00	\$ 6,490.00
Civil - Not Needed	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape	RRM Design Group	No	N/A	N/A	N/A	N/A	N/A	N/A	\$ -
Specifications	RRM Design Group	No	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	Included in consultant Fee	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 1,375.00	\$ 14,045.00	\$ 13,715.00	\$ 26,550.00	\$ 3,940.00	\$ 21,887.50	\$ 81,512.50
Optional Full Structural Retrofit	RRM Design Group	No	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 3,000.00	\$ 3,850.00
TOTAL DESIGN FEE			\$ 1,575.00	\$ 14,245.00	\$ 13,865.00	\$ 26,700.00	\$ 4,090.00	\$ 24,887.50	\$ 85,362.50
Optional Tasks									
Cost Estimating	Leland Saylor Associates	No	\$ -	\$ 3,800.00	\$ 3,800.00	\$ 4,800.00	\$ 3,800.00	\$ -	\$ 16,200.00
Structural - Roof Attachment	RRM Design Group	No	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 6,000.00



MEMO OF UNDERSTANDING FOR FEE AND SCOPE RECONCILIATION

Salinas Fire Stations No. 1-6 Renovation

Based on the meeting between Salinas Fire Department and RRM Design Group (RRM) about the preferred layout for Station No. 1 that was selected by the Fire Department, RRM and its consultants will provide drawings for the complete reconfiguration of the fire fighter bunk rooms, restrooms, kitchen, and office/library space, along the associated mechanical, plumbing, electrical (MEP), and low voltage systems. Additionally, we will coordinate with the City of Salinas and its preferred vendors for the installation of a new generator, automatic transfer switch, and fire alerting system.

RRM will reallocate funds previously allotted for the design work at the other City fire stations into Station No. 1 for the design development and construction documents phases. The summary below outlines the proposed reallocation of funding from the other stations to complete the requested work at Station No. 1 for a revised Overall Task and Funding Phase fee summary.

Design Development:

- *Original Phase total: \$112,305 (for all stations)*
- *Station No. 1 original portion of total above: \$35,652 (for all consultants)*
- *New Phase total/Station No. 1 proposed: \$47,952 (\$12,280 shifted to Station No. 1 from other stations for added scope for architecture and MEP consultants)*

Construction Documents:

- *Original Phase total: \$195,620 (for all stations)*
- *Station No. 1 original portion of total above: \$56,627 (for all consultants)*
- *New Phase total/Station No. 1 proposed: \$77,047 (\$20,420 shifted to Station No. 1 from other stations for all architecture and MEP consultants)*

As part of the proposed scope, since RRM will include the structural ties, we would like authorization to use the Optional Roof Attachment task, total of \$8,500, for Station No. 1. This will leave the following as unbilled balances in each phase as outlined below.

Design Development: \$66,482.50

Construction Documents: \$116,462.50



The attached fee breakdown shows the increase in Station No. 1 fees in green, and the stations whose fees were reallocated in orange. Please note that the increase in the electrical work at Station No. 1 required the use of electrical engineering fees from several stations. Mechanical and architectural added scope was covered by the fees allocated for those disciplines for Station No. 5 with the total contract value remaining at \$1,016,215.

Moreover, RRM will work with the Fire Department at a future date to determine the level of support needed during the subsequent project phases. Bidding and construction administration fees for those phases will be negotiated with the City of Salinas to ensure that RRM and its consultants provide the level of support requested by the City.

If you have any questions or require clarification, please do not hesitate to call us.

Sincerely,

RRM DESIGN GROUP

A handwritten signature in black ink, reading 'Kathryn Hicks'.

Kathryn Hicks
Project Manager
CA License No. C38079

A handwritten signature in blue ink, reading 'Mike Scott'.

Mike Scott
Principal
CA License No. C31544

CITY OF SALINAS FIRE STATIONS 1-6
CONSULTANT FEE PROPOSAL

LEAD CONSULTANT (ARCHITECT): RRM Design Group									
TOTAL DESIGN FEE: \$1,016,215 including all optional tasks. Please see following pages for breakdown by station and fee for optional tasks									
		FEE BREAKDOWN OF CONSULTANTS							
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	
		LOCAL BUSINESS							
DESIGN SERVICE	FIRM NAME	ENTERPRISE (Y/N)?	Project Tsk Planning and Building Assessment Phase	Schematic Design Documents Phase	Design Development Documents (100%) Phase	Construction Documents (50%, 90%, and Final) Phase	Bid and Award Phase	Construction Phase	CONSULTANT TOTAL FEE
Station 1			\$ 31,747.50	\$ 31,072.50	\$ 47,932.50	\$ 77,047.50	\$ 7,372.50	\$ 72,007.50	\$ 267,180.00
Station 2			\$ 1,732.50	\$ 15,062.50	\$ 12,917.50	\$ 25,202.50	\$ 4,077.50	\$ 22,135.00	\$ 81,127.50
Station 3			\$ 2,090.00	\$ 20,050.00	\$ 16,320.00	\$ 23,850.00	\$ 5,520.00	\$ 49,955.00	\$ 117,785.00
Station 4			\$ 1,732.50	\$ 14,812.50	\$ 14,787.50	\$ 28,727.50	\$ 4,077.50	\$ 22,135.00	\$ 86,272.50
Station 5			\$ 1,622.50	\$ 15,172.50	\$ 8,742.50	\$ 12,407.50	\$ 4,187.50	\$ 22,630.00	\$ 64,762.50
Station 6			\$ 1,375.00	\$ 14,045.00	\$ 13,715.00	\$ 26,275.00	\$ 3,940.00	\$ 21,887.50	\$ 81,237.50
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL FOR EACH CATEGORY			\$ 40,300.00	\$ 110,215.00	\$ 114,415.00	\$ 193,510.00	\$ 29,175.00	\$ 210,750.00	\$ 698,365.00
OPTIONAL: FULL STRUCTURAL RETROFIT - NOT SELECTED			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED REIMBURSABLE EXPENSES			\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 20,500.00	\$ 27,250.00
TOTAL DESIGN FEE			\$ 41,800.00	\$ 111,715.00	\$ 115,665.00	\$ 194,760.00	\$ 30,425.00	\$ 231,250.00	\$ 725,615.00
Optional Tasks									
Cost Estimating*	Leland Saylor Associates	No	\$ -	\$ 30,900.00	\$ 39,400.00	\$ 47,800.00	\$ 25,000.00	\$ -	\$ 143,100.00
Civil - If Needed at 1, 2 and 4	RRM Design Group	No	\$ -	\$ 23,000.00	\$ 26,500.00	\$ 50,000.00	\$ 3,000.00	\$ 16,500.00	\$ 119,000.00
Structural - Roof Attachment	RRM Design Group	No	\$ -	\$ 6,500.00	\$ 8,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 28,500.00
*Note: RRM Recommends Cost Estimating of Station 1 for Schematic Level and 50% Con Doc Level totaling \$26,700 and using that as a tool to evaluate the work across all stations. This amount would be added to the total if selected.									
Civil Note: RRM Architects can provide site plan identifying area of new paving if acceptable to building department for this work. Optional Task for Civil is if building dept requires.									
TOTAL FEE TO REMAIN					\$ 66,482.50	\$ 116,462.50			\$ 1,016,215.00



Legislation Text

File #: ID#25-358, Version: 1

FY 2025-26 Workforce Budget Allocation

Approve a Resolution authorizing the appropriation of \$137,100 from General Funds - fund balance for fully benefited position costs of one Recruitment Coordinator and one Public Safety Communications Specialist in the Police Department.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025
DEPARTMENT: ADMINISTRATION
FROM: RENÉ MENDEZ, CITY MANAGER
TITLE: FY 2025-26 CITY WORKFORCE BUDGET ALLOCATION

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the appropriation of \$137,100 from General Funds – fund balance for fully benefited position costs of one Recruitment Coordinator and one Public Safety Communications Specialist in the Police Department.

EXECUTIVE SUMMARY:

Approval to increase the Police Department salaries & benefits budget align with the FY 2025-26 Budget appropriations and is in accordance with Council directed action taken on August 12, 2025, to add the positions to the City's workforce.

BACKGROUND:

The Police Department prioritized a position to support recruitment activities and a communications position during the last two annual budget cycles. The positions were discussed at the June 10, 2025 Finance Committee Meeting and the June 17, 2025 City Council Meeting. During both meetings, Council directed staff to review the position requests for potential addition to the City's workforce.

On August 12, 2025, staff presented the Recruitment Coordinator and Public Safety Communications Specialist positions to Council for consideration and addition to the City's workforce. At the conclusion of deliberations Council authorized the positions, however, the corresponding budget appropriation was inadvertently omitted from the recommended motion.

The budget appropriation is required to ensure the FY 2025-26 budget appropriately reflects all approved positions.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Approving the proposed Resolution will support the City Council's Strategic Plan Goals of Public Safety and City Services.

DEPARTMENTAL COORDINATION:

This staff report has been coordinated with the Finance Department, Human Resources, City Attorney, and the City Manager's Office.

FISCAL AND SUSTAINABILITY IMPACT:

The fiscal impact for the two positions from January 1, 2026 through June 30, 2026 (6 months) is approximately \$137,100 (\$71,600 for the Public Safety Communications Specialist and \$65,500 for the Public Safety Recruitment Coordinator). Funding for these two positions will come from the estimated General Funds - fund balance.

The estimated ongoing annual cost is \$272,500 (\$142,400 for the Public Safety Communications Specialist and \$130,100 for the Public Safety Recruitment Coordinator).

Funds	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)
1000 - 1200	General Funds	Salaries & Benefits	\$0	\$137,100	N/A	N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. _____ (N.C.S.)

RESOLUTION APPROVING FY25-26 WORKFORCE BUDGET ALLOCATION

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that a budget appropriation of \$137,100 for position costs is hereby authorized from General Funds – fund balance for fully benefited position costs of one Recruitment Coordinator and one Public Safety Communications Specialist in the Police Department.

PASSED AND APPROVED this 26th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



Legislation Text

File #: ID#25-366, Version: 1

Microsoft Office 365 Government G3 License Renewal

Approve a Resolution authorizing the City Manager and Purchasing Agent to complete the purchase of Microsoft Office 365 Government G3 license third year renewal from Dell, LP from September 1, 2025 to August 31, 2026, and increase the compensation by \$289,476.60 for an updated not to exceed amount of \$853,719.72.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025

DEPARTMENT: FINANCE DEPARTMENT

FROM: SELINA ANDREWS, FINANCE DIRECTOR

BY: CARLOS ORTEGA, INFORMATION SYSTEMS MANAGER

TITLE: MICROSOFT OFFICE 365 GOVERNMENT G3 LICENSE
RENEWAL

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager and Purchasing Agent to complete the purchase of Microsoft Office 365 Government G3 license third year renewal from Dell, LP from September 1, 2025 to August 31, 2026, and increase the compensation by \$289,476.60 for an updated not to exceed amount of \$853,719.72.

EXECUTIVE SUMMARY:

Approval of the Resolution will allow the City of Salinas (City) to continue to provide, maintain, and support various technology programs and platforms for City departments. This renewal is the third year of a three-year quote with Dell, LP. Microsoft 365 Government G3 applies to government agencies using Microsoft Windows, Microsoft Office, and other Microsoft desktop applications. The software licenses provide City staff access to required applications such as Word, Excel, PowerPoint, SharePoint, and Outlook email via the cloud and/or desktop environments.

BACKGROUND:

The City of Salinas has been using Microsoft 365 Government G3 since 2011. Prior to 2011, the City was using Microsoft 365 Enterprise. The change to Microsoft 365 Government G3 was more cost-effective and offered government security and compliance capabilities. The Microsoft Enterprise Licensing Agreement was negotiated by the County of Riverside and Dell, L.P., as part of a competitive bidding process. Many organizations in the State of California have referenced the agreement to secure the best pricing option available. The enterprise agreement allows the City to pay a flat annual fee and subscribe to the needed software and licensing platforms without paying additional fees for releases and updates. The City currently uses Microsoft 365 Government G3 software for its day-to-day operations to meet security requirements and best practices.

Microsoft 365 Government G3 includes core applications such as Microsoft Word, Excel, PowerPoint, SharePoint, and Outlook email available in both cloud and desktop environments.

Microsoft Word is used to create documents, including memos, reports, internal and public correspondence. Excel is used to create spreadsheets to track budgets, inventory, and other data relevant to City business. PowerPoint is used for creating visual presentations. Additionally, SharePoint is one of the leading platforms used to create, collaborate, share, and manage files and workflows within the City environment.

Maintaining software licenses is necessary for the maintenance and operations of multiple staff activities and collaboration tools. The current resolution will authorize the continuation of maintaining core Microsoft applications in cloud and virtual desktop environments.

GOVERNMENT CODE SECTION 84308 APPLIES:

Yes.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

This request supports the City Council's Strategic Goals and Strategies of Effective and Culturally Responsive Government by ensuring that the information systems can support City programs, projects, network infrastructure, and City services.

DEPARTMENTAL COORDINATION:

This staff report has been coordinated with the City Manager's Office and City Attorney's Office.

FISCAL AND SUSTAINABILITY IMPACT:

Funding for Microsoft Office 365 Government G3 software renewal is available and appropriated in the FY 25-26 operating budget.

Fund	CIP (5800)	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)
1000	n/a	20.2033- 63.4980	Outside Services Maintenance - Software	\$1,268,117.00	\$289,476.60	124	6/17/2025, Resolution No. 23269

* The FY 2025-26 Operating Budget was adopted on June 17, 2025.

ATTACHMENTS:

1. Microsoft Office 365 Government G3 Renewal Resolution
2. Dell, LP. Year-3 Quote

RESOLUTION NO. _____(N.C.S.)

**A RESOLUTION AUTHORIZING THE CITY MANAGER AND PURCHASING
AGENT TO COMPLETE THE PURCHASE OF MICROSOFT OFFICE 365
GOVERNMENT G3 LICENSE RENEWAL FROM DELL, LP. IN AN AMOUNT NOT
TO EXCEED \$289,476.60 FOR THE PERIOD 9/1/2025 THROUGH AUGUST 31,
2026.**

WHEREAS, the City desires to renew and maintain its Microsoft Office 365 Government G3 software; and

WHEREAS, Dell, LP, will provide Microsoft Office 365 Government G3 licensing for the City of Salinas.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes the City Manager and the Purchasing Agent to complete the purchase of Microsoft Office 365 Government G3 yearly renewal licensing from Dell, LP, in an amount not to exceed \$289,476.60.

PASSED AND APPROVED this 26th day of August 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



QUOTE

Sam Andrews
sam.andrews@dell.com
512.720-4469

Microsoft Enterprise Agreement (EA)#: 5950506
Customer: City of Salinas

Date of Issue: 8/7/2025
Quote Expires: 9/1/2025
Quote Number: EA-SALINASY3

Year 3 Payment					
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	735	12	\$31.50	\$277,830.00
M365 F3 Unified GCC Sub Per User	AAD-63092	20	12	\$6.80	\$1,632.00
M365 F1 GCC Sub Per User	3EB-00001	20	12	\$1.91	\$458.40
M365 F3 Unified GCC SU M365 F1 Sub Per User	AAH-52837	10	12	\$4.89	\$586.80
Entra ID P2 Gov SU Entra ID P1 Per User	MQN-00002	10	12	\$2.23	\$267.60
Exchange Online Kiosk GCC Sub Per User	3PS-00001	8	12	\$1.75	\$168.00
Power BI Pro GCC Sub Per User	DDJ-00001	1	12	\$7.44	\$89.28
Project P1 GCC Sub Per User	PF1-00002	5	12	\$7.44	\$446.40
Project P3 GCC Sub Per User	7MS-00001	9	12	\$22.34	\$2,412.72
Project P5 GCC Sub Per User	7VX-00001	10	12	\$40.96	\$4,915.20
Visio P2 GCC Sub Per User	P3U-00001	5	12	\$11.17	\$670.20
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	750	12	\$0.00	\$0.00
AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	JSU-00004	1	12	\$0.00	\$0.00
Year 3 Payment, due Sept 2025					\$289,476.60
Notes:					
Pricing/contract for this quote are leveraging the Riverside County / Dell Agreement# PSA-0001524 (Microsoft/Riverside County Agreement# 8084445)			Total Annual Payment Yr 3 (9/1/2025 to 8/31/2026)		
			\$289,476.60		
			Grand Total		
			\$289,476.60		



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#25-371, Version: 1

Acceptance of Signature Verification; Referendum Against Ordinance No. 2687

Approve a Resolution accepting the Certificate of Signature Verification related to the Referendum Against Ordinance No. 2687 repealing four rent-related ordinances (Ordinance No. 2663, Ordinance No. 2681, Ordinance No. 2682, and Ordinance No. 2683).



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: AUGUST 26, 2025

DEPARTMENT: ADMINISTRATION
CITY ATTORNEY'S OFFICE

FROM: RENÉ MENDEZ, CITY MANAGER
CHRISTOPHER A. CALLIHAN, CITY ATTORNEY
PATRICIA M. BARAJAS, CITY CLERK
ALEXIS MEJIA, ASSISTANT CITY CLERK

TITLE: ACCEPTANCE OF SIGNATURE VERIFICATION;
REFERENDUM AGAINST ORDINANCE NO. 2687

RECOMMENDED MOTION:

A motion to approve a Resolution accepting the Certificate of Signature Verification related to the Referendum Against Ordinance No. 2687 repealing four rent-related ordinances (Ordinance No. 2663, Ordinance No. 2681, Ordinance No. 2682, and Ordinance No. 2683).

EXECUTIVE SUMMARY:

On August 15, 2025, the Monterey County Registrar of Voters issued a Certificate of Signature Verification related to a Referendum Against Ordinance No. 2687 (the "Referendum"). (A copy of the City Clerk and Registrar's Certificates of Signature Verification are attached to this Report for reference.) With the Referendum having met the minimum criteria established by Salinas Charter section 4.2 and California Elections Code, this Report and the attached Resolution meet the requirement imposed on the City Clerk by Elections Code section 9114 and 9115 to certify the results of the Registrar's examination of the Referendum petition at the next regular meeting of the City Council following receipt of the Registrar's Certificate of Signature Verification.

Following the City Clerk's certification of the results to the City Council and the City Council's approval of a Resolution accepting the Certificate of Signature Verification, as required by Elections Code section 9241, the City Council will be asked to consider and select from among two options: (1) adopt an ordinance repealing the Repeal Ordinance, or (2) submit the Repeal Ordinance to the voters of Salinas, either at the next regular municipal election or at a special election called for that purpose. It is projected that the two options will be presented to the City Council at its regular meeting on September 9, 2025, at which time an Ordinance repealing Ordinance 2687 (the "Repeal Ordinance") and information related to the timing and the cost of a regular municipal election, and a special election will be presented to the City Council.

BACKGROUND:

Referendum Petition

On May 13, 2025, the City Council introduced an ordinance to repeal four rent-related ordinances previously adopted by the City Council (the “Repeal Ordinance”): Ordinance No. 2663 (Residential Rental Registration Program), Ordinance No. 2681 (Rent Stabilization), Ordinance No. 2682 (Tenant Protection and Just Cause Eviction), and Ordinance No. 2683 (Tenant Anti-Harassment). These four ordinances are collectively referred to in this Report as the “Ordinances.” On June 3, 2025, the City Council adopted the Repeal Ordinance (Ordinance No. 2687) and it was attested to by the City Clerk on that same date.

The Repeal Ordinance was due to become effective thirty (30) days after its adoption on July 3, 2025, pursuant to Government Code section 36937. Within the thirty (30) day period prescribed in Elections Code section 9237, “Protect Salinas Renters 2026” (the “Proponents”) submitted a referendum of the Repeal Ordinance to the City Clerk. Consistent with the obligations imposed by Elections Code sections 9239 and 9210, on July 3, 2025, the City Clerk determined that, based solely on a raw count, that the number of signatures affixed the Referendum petition was in excess of the minimum number of signatures required and accepted the Referendum petition for filing. Upon the City Clerk’s acceptance of the Referendum petition for filing, the effective date of Ordinance No. 2687 was automatically suspended by operation of law. (Elections Code section 9237) The Ordinances, therefore, became effective and remain effective.

On July 3, 2025, the City Clerk delivered the Referendum petition to the Monterey County Registrar of Voters (“Registrar”) for a full check and examination of signatures; to verify the signatures affixed to the Referendum petition were from registered voters of Salinas and otherwise met the requirements of the Elections Code. The City’s instructions to the Registrar requested examination of signatures and certification be accomplished by full check pursuant to Elections Code section 9114. Based on the Registrar’s determination that valid signatures of more than 10% of the City’s voter registration were present on the Referendum petition, on August 15, 2025 (thirty (30) days after the date of filing, excluding weekends and holidays), the Registrar issued a Certificate of Signature Verification and was received by the City Clerk on that same day. On August 15, 2025, the City Clerk forwarded the Certificate of Sufficiency to the Proponents; the City Council was also informed of the results of the Registrar’s signature verification.

The following is a summary of the signatures received, reviewed, qualified, and determined to be found not sufficient:

Signatures Submitted to City (prima facie raw count):	9,939
Signatures Required to Qualify:	6,998
Signatures Filed with Registrar (per Registrar’s Raw Count):	10,448
Signatures Verified:	10,448
Signatures Determined to be Valid:	7,156
Signatures Determined to be not Sufficient:	3,292

In accordance with Elections Code section 9114, certification of the qualified Referendum petition is presented to the City Council for acceptance.

Next Steps; Options for City Council Consideration.

With the Referendum petition having a sufficient number of valid signatures the City Council is thus presented with options as it relates to the Referendum and the Repeal Ordinance:

1. Repeal the Repeal Ordinance; or
2. Submit the Repeal Ordinance to the voters, either at the next regular municipal election occurring not less than 88 days after the order of the City Council, or at a special election called for that purpose, not less than 88 days after order of the City Council. (Elections Code section 9241)

These options are not before the City Council at this time and are projected to be put before the City Council at its next regular meeting on September 9, 2025. City Administration and the City Attorney's Office are working to determine the projected costs associated with putting the Repeal Ordinance to the voters at either the next regular municipal election or at a special election and to determine the election date options. This information is critical so that the City Council may make a fully informed decision regarding repealing the Repeal Ordinance and/or calling for an election.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378(b)(3)).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

While not directly aligned with any of the goals or objectives of the City Council's 2025 Strategic Plan, the City Council's consideration of options related to the Referendum on the Repeal Ordinance may implicate the City Services goal as it relates to ensuring fiscal responsibility and financial management.

DEPARTMENTAL COORDINATION:

The City's Administration Department—City Manager and City Clerk—coordinated with the City Attorney on this Report.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
N/A	N/A	N/A	N/A	N/A	N/A	N/A

There is no impact to the City's General Fund associated with the City Council's acceptance of the Certificate of Signature Verification. As discussed above, information related to the estimated cost to submit the Repeal Ordinance to the voters at either a regular municipal election or a special election will be presented to the City Council on September 9, 2025.

ATTACHMENTS:

Resolution

Certificate of Signature Verification

City Clerk's Letter of Acceptance of Referendum Petition, July 7, 2025

Monterey County Registrar of Voters' Certificate of Signature Verification, August 15, 2025

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION OF THE CITY COUNCIL ACCEPTING THE CERTIFICATE OF SIGNATURE VERIFICATION FROM THE COUNTY OF MONTEREY, ELECTIONS DEPARTMENT FOR THE REFERENDUM AGAINST ORDINANCE NO. 2687: AN ORDINANCE REPEALING ORDINANCE NO. 2663, ORDINANCE 2681, ORDINANCE 2682, AND ORDINANCE 2683 PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 9114

WHEREAS, pursuant to authority provided by statute, a referendum petition has been filed with the legislative body of the City of Salinas, California, signed by more than ten percent of the number of registered voters of the city to repeal Ordinance 2687; and

WHEREAS, the Monterey County Registrar of Voters, on behalf of the City of Salinas, examined the records of registration (Exhibit A); and

WHEREAS, the City Clerk, based on the Monterey County Registrar of Voters' signature verification results, has ascertained that the Referendum petition is signed by the requisite number of voters (Exhibit B); and

NOW THEREFORE, BE IT RESOLVED, that the Salinas City Council accepts the Certification of Signature Verification from the County of Monterey, Elections Department and the sufficiency of the Referendum petition.

PASSED AND APPROVED this 26th day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

ATTACHMENTS

Exhibit A – Certificate of Signature Verification

Exhibit B – Certificate of Sufficiency of Referendum Petition

MONTEREY COUNTY ELECTIONS



1441 Schilling Place – North Building
Salinas, CA 93901
CountyofMonterey.gov/Elections

PO Box 4400
Salinas, CA 93912

831-796-1499 Phone
831-755-5485 Fax
Elections@countyofmonterey.gov

Gina Martinez
Registrar of Voters

Jessica Cedillo
Assistant Registrar of Voters

Certificate of Signature Verification

WHEREAS, Referendum Against An Ordinance Passed by the City Council Ordinance No. 2687 (N.C.S.) An Ordinance Repealing Ordinance No. 2663, Ordinance No. 2681, Ordinance No. 2682, and Ordinance No. 2683 was transferred by the City Clerk of the City of Salinas to the County of Monterey, Elections Department for signature verification on July 3, 2025;

WHEREAS, the petition consists of 850 sections and 10,448 signatures;

WHEREAS, each section contains signatures purporting to be the signatures of qualified Electors of this county; that attached to each petition at the time it was filed was an affidavit purporting to be the affidavit of the persons who solicited the signatures, and containing the dates between which the purported qualified electors signed the petition; that the affiant stated his or her own qualifications, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

WHEREAS, pursuant to Elections Code §§ 9240, 9114 & 9115, the City Elections Official may request a random sampling review of 3% or 500 petition signatures, whichever number is greater, or a full check review of the petition signatures;

WHEREAS, of the 10,448 signatures submitted, Elections conducted a review of the petition following the full check methodology by examining the records of registration of this County, current and in effect at the respected purported dates of such signing, to determine what number of qualified electors signed the petition;

WHEREAS, Elections Code § 9237 provides that the minimum number of signatures required for an initiative petition submitted to the City is not less than 10% of the voters in the City, according to the last report of registration by the County Elections Official to the Secretary of State pursuant to Section 2187, and there are 69,985 registered voters in the City of Salinas as of the report of registration at the time of filing;

WHEREAS, of the 10,448 signatures submitted in the raw count, 10,448 signatures were verified; 7,156 signatures were deemed valid; and 3,292 signatures were found not sufficient;

NOW, THEREFORE, BE IT RESOLVED, the number of valid signatures on said petition exceeds 10% of the registered voters in the City of Salinas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th Day of August, 2025.

Gina Martinez, Registrar of Voters
County of Monterey





City of Salinas

OFFICE OF THE CITY CLERK • 200 Lincoln Ave • Salinas, California 93901

(831) 758-7383 (P) • (831) 758-7368 (F) • cityofsalinas.org

Certificate of Sufficiency of Referendum Petition

I, Patricia M. Barajas, City Clerk of the City of Salinas, County of Monterey, State of California, hereby certify that a Referendum Against an Ordinance Passed by the City Council Ordinance No. 2687 was filed with the City Clerk's Office on July 3, 2025;

That each section contains signatures purporting to be signatures of qualified electors the City of Salinas, California;

That attached to the petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the qualified electors signed the petition;

That after the proponents filed the petition and based on the County of Monterey Registrar of Voters' "Certificate to Signature Verification", I have determined the following facts regarding the petition:

Total number of signatures required to qualify petition:	6,998
Total number of signatures filed by proponent:	10,448
Total number of signatures verified using full verification:	10,448
Total number of signatures found valid:	7,156
Total number of signatures found insufficient:	3,292

Based on the above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Salinas this 15th day of August 2025.


Patricia M. Barajas, City Clerk
City of Salinas





City of Salinas

OFFICE OF THE CITY CLERK • 200 Lincoln Ave • Salinas, California 93901

(831) 758-7383 (P) • (831) 758-7368 (F) • cityofsalinas.org

July 7, 2025

Diego Jacob Sandoval
1043 Rogge Road
Salinas, California 93906

Re: Protect Salinas Renters 2026 – Referendum of an Ordinance Repealing Rent Stabilization and Tenant Protections

In keeping with California Elections Code Section 9210 and 9239, the above referenced referendum petition was accepted for filing on July 3, 2025. Based on the prima facie review of the referendum, the petition was signed by no less than 10% of the voters of the City of Salinas according to the County Elections Official's last report of registration to the Secretary of State totaling 69,985 registered voters.

The petition must be examined in accordance with California Elections Code Section 9240 prior to a determination regarding sufficiency to place the referendum on the ballot.

TOTAL NO. OF SIGNATURES (RAW COUNT): 9,939

Sincerely,

Patricia M. Barajas
Salinas City Clerk