

City of Salinas

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



Meeting Agenda - Final

Tuesday, January 13, 2026

3:00 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

ZOOM WEBINAR PARTICIPATION**JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:****<https://cityofsalinas.zoom.us/j/82165552184>****To participate telephonically, call any number below:**

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+1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929
205 6099 US (New York) +1 301 715 8592 US (Washington DC)**

Webinar ID: 821 6555 2184**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#25-604](#)

- 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 the price and terms of sale of 43 Soledad Street, Salinas, California (APN 002-191-011-000).
- b. Existing Litigation** - California Government Code Section 54956.9, conference with legal counsel regarding, Christopher Lane vs. City of Salinas, Workers' Compensation Appeals Board Case Number(s): ADJ16137529.
- c. Labor Negotiations** - California Government Code Section §54957.6 with its designated labor representatives Rene Mendez, City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Selina Andrews, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Human Resources Manager; and Che Johnson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association,

Confidential Non-Management Employees, Confidential Management Employees, and Department Directors.

THE CITY COUNCIL WILL RECONVENE IN THE ROTUNDA AT 4:00 P.M.

NEW EMPLOYEE WELCOME AND PROMOTIONS

PROCLAMATION

Martin Luther King, Jr. Day

CITY OF CHAMPIONS

2025 Holiday Parade of Lights Committee

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).

ADMINISTRATIVE REPORTS

ID#25-524 **Salinas Youth Council Updates and Comments**

Recommendation: No action required. The City of Salinas Youth Council will provide an administrative update to the City Council.

PUBLIC HEARINGS

ID#25-607 **Establishment of a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area**

Recommendation: Approve a Resolution forming a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area.

Conditional Use Permit 2025-023; appeal of Planning Commission denial of a request to establish and operate an off-sale alcohol related use (Type 21 ABC License) at a proposed convenience store located at the Laurel West Shopping Center at 1018 North Davis Road in the Commercial Retail (CR) Zoning District.

CONTINUED TO JANUARY 27, 2026.

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#25-623](#) **Minutes**

Recommendation: Approve minutes of December 9, 2025.

[ID#25-476](#) **Memorandum of Understanding between the City of Salinas and the County of Monterey to Administer and Operate the SHARE Center**

Recommendation: Approve a Resolution authorizing the City Manager to execute a new Memorandum of Understanding (MOU) between the City of Salinas (City) and the County of Monterey (County) for joint governance, funding, and operation of the SHARE Center and take all necessary actions to implement its provisions in an amount not to exceed fifty percent of the amount required to administer the program.

[ID#25-563](#) **CalRecycle Beverage Container Recycling Grant Program Acceptance**

Recommendation: Approve a Resolution authorizing the acceptance of CalRecycle funds in the amount of \$205,411; authorizing the City Manager or designee to negotiate and execute grant agreements and all documents necessary to effectuate the grant; and establishing the Fiscal Year 2025-26 appropriation and funding accordingly.

[ID#25-602](#) **Amendment to Professional Services Agreement for On-Call Airport Planning and Environmental Consulting with Kimley-Horn and Associates, Inc.**

Recommendation: Approve a Resolution authorizing the City Manager to execute an Amendment to the Agreement for Professional Services with Kimley-Horn and Associates, Inc. for airport planning and environmental consultant services to increase the total not-to-exceed amount from \$400,000 to \$750,000 and extend the term to January 31, 2027; and authorizing the appropriation of \$350,000 from the Airport Enterprise Fund Balance.

[ID#25-608](#) **Surplus Vehicles and Equipment for Disposal**

Recommendation: Approve a Resolution pursuant to Salinas Municipal Code section 12-15 declaring vehicles and equipment surplus and authorizing their disposal.

[ID#25-617](#) **Reorganization, Modification to the Classification - Salary Schedule, Reclassification, and Workforce Allocation Adjustment**

Recommendation: Approve a Resolution modifying the Classification - Salary Schedule to add the classification of Public Works Division Manager; approve the recommended reclassification associated with the Public Works Department re-organization; amend the FY 25-26 workforce for the Public Works Department; and adjust the salary ranges for Junior Engineer, Assistant Engineer, Associate Engineer, Sr. Civil Engineer, and the vacant Deputy City Engineer.

[ID#25-621](#)

**Fire Supervisors Association Memorandum of Understanding,
Modification to Classification-Salary Schedule**

Recommendation: Approve a Resolution authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the Fire Supervisors Association (FSA), for a term ending on December 31, 2026, and approving modification to the Classification - Salary Schedule for the wage adjustments.

CONSIDERATION - 6:00 P.M.

[ID#25-565](#)

**A Resolution of the Salinas City Council disapproving of and censuring
certain actions of Salinas City Council member Andrew Sandoval**

Recommendation: Consider approving a Resolution disapproving of and censuring certain actions of Salinas City Council member Andrew Sandoval.

CITY MANAGER'S REPORT

Receive brief oral report from the City Manager.

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. Soratos, 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 January 8, 2026 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#25-604, **Version:** 1

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Legislation Text

File #: ID#25-524, **Version:** 1

Salinas Youth Council Updates and Comments

No action required. The City of Salinas Youth Council will provide an administrative update to the City Council.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2026**

DEPARTMENT: **ADMINISTRATION**

FROM: **RENÉ MENDEZ, CITY MANAGER**
SOPHIA ROME, COMMUNITY RELATIONS MANAGER
SALINAS YOUTH COUNCIL

TITLE: **SALINAS YOUTH COUNCIL UPDATES AND COMMENTS**

RECOMMENDED MOTION:

No action required. The City of Salinas Youth Council will provide an administrative update to the City Council.

EXECUTIVE SUMMARY:

The Council approved the establishment of a Youth Council Pilot Program through July 31, 2027. As Youth Councilmembers, they work on community projects and serve as liaisons between the school district, schools, and the City. This Administrative Report is to provide updates on Youth Council activities and provide the Council with comments on agendized items.

BACKGROUND:

On October 22, 2024, the Council approved the establishment of a Youth Council Pilot Program through July 31, 2025. The Pilot Program was extended through July 31, 2027, by Council Resolution on June 17, 2025.

The Youth Council participates in activities like:

- Youth Council representation and participation at City Council meetings
- Regular administrative updates to the SUHSD Board
- Serve as liaisons between the each SUHSD high schools' Associated Student Body (ASB) youth leadership and principals to increase civic engagement and outreach
- Leadership and skill development
- Community service projects

The purpose of the Youth Council is to increase youth representation in civic engagement, provide professional and leadership development opportunities for Salinas youth, and to serve as community connectors representing youth, their school sites, and school district.

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.

STRATEGIC PLAN INITIATIVE:

Youth and Seniors

- Improve, expand and develop youth and senior facilities and programs

Public Safety

- Increase collaboration with partner agencies to address public safety public health issues

City Services

- Promote equitable access to City services and foster inclusive development
- Engage residents and improve communication with the community

DEPARTMENTAL COORDINATION:

The Youth Council is supported through the City Manager's Office.

FISCAL AND SUSTAINABILITY IMPACT:

<u>Fund</u>	<u>General Ledger Number (Operating/CIP)</u>	<u>General Ledger Account Name</u>	<u>Remaining Budget Appropriation</u>	<u>Amount Requested</u>
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

None.



City of Salinas

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Legislation Text

File #: ID#25-607, **Version:** 1

Establishment of a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area

Approve a Resolution forming a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2026**

DEPARTMENT: **ADMINISTRATION**

FROM: **LISA MURPHY, ASSISTANT CITY MANAGER**

TITLE: **ESTABLISHMENT OF A ZONE OF BENEFIT IN THE CENTRAL AREA OF THE NORTH OF BORONDA FUTURE GROWTH AREA**

RECOMMENDED MOTION:

A motion to approve a resolution forming a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area.

EXECUTIVE SUMMARY:

On June 3, 2014, the City Council adopted Ordinance No. 2549, which ordinance was subsequently amended by Ordinance No. 2590 adopted by the City Council on February 21, 2017, (collectively the “Ordinance”) to establish a method by which developers and property owners may be reimbursed for certain costs associated with the annexation and pre-development of the North of Boronda Future Growth Area (“FGA”). Pursuant to the Ordinance, on August 7, 2024, East Boronda, LLC first submitted an application for establishment of a Zone of Benefit within the Central Area of the FGA to establish the reimbursement methodology for the Central Area. Following completion of the review process outlined in the Ordinance, the proposed Zone of Benefit is now being presented to the City Council for consideration.

BACKGROUND:

The of North Boronda Future Growth Area (FGA) consists of approximately 2,388 acres of land within the city of Salinas. The FGA is planned for up to 11,485 dwelling units and up to 3,992 million square feet of commercial/retail/mixed use and public uses. There are four planning areas within the FGA: a) West Area; b) Central Area; c) East Area; and d) portions of the West Area included within the adopted Gateway Center Specific Plan. Specific Plans have been approved and Final Environmental Impact Reports certified for the West Area, Central Area, and Gateway Specific Plan Area. The City is in the process of preparing a specific plan and associated environmental review for the East Area.

The Ordinance, attached to this Report as Attachment 1, establishes a system by which a “Sponsor” – in this case East Boronda, LLC—may get reimbursed for costs it incurred during the annexation and pre-development entitlement processes for the Central Area by the other property owners within the Central Area who have benefitted from the Sponsor’s work. By forming a “Zone of

Benefit,” the City can ensure that property owners who benefited from the Sponsor’s payment of annexation and entitlement costs, pay their proportional share to reimburse the Sponsor as required by the Ordinance.

East Boronda, LLC (Sponsor) for the Central Area submitted an application for formation of a Zone of Benefit in order to establish the framework by which it may be reimbursed for the costs it incurred in association with the annexation and pre-development of the Central Area.

In accordance with the Ordinance, upon receipt of the Application and the City’s determination that the Application was complete, the City hired Willdan Financial Services to serve as the Analyst to review the Application and to prepare a report with their recommendations to the City Council. (A copy of Willdan’s Analyst’s Report is included as Attachment 2). The Analyst’s Report verified the costs claimed by the Sponsor and determined their consistency with the Ordinance. The City has verified and approves the request for reimbursement and, therefore pursuant to the Ordinance, has forwarded the Analyst’s Report to the City Council for consideration.

Consistent with the Ordinance, notice of the proposed Zone of Benefit was published in the newspaper and mailed to all of the property owners within the proposed Zone of Benefit. No costs and expenses may be passed on to any property owner within the proposed Zone of Benefit unless it has been considered and approved at a public hearing before the City Council. The Ordinance provides an opportunity for affected property owners to protest the proposed imposition of costs and expenses at the public hearing. If a written protest against the proposed Reimbursement Charge is presented by a majority (greater than 50%) of the owners of the identified parcels of land within the proposed Zone of Benefit, the City shall not establish the Zone of Benefit or levy the Reimbursement Charge against the parcels within the proposed Zone of Benefit.

At the public hearing on the proposed Zone of Benefit, the City Council will consider the Sponsor’s application, the Analyst’s Report, and all written protests against establishment of the Zone of Benefit.

The property owners were provided notice and a ballot to protest the establishment of the Zone of Benefit.

As of the publishing of this staff report, the City has received two ballots. Property owners had up to 4:00pm on January 13th, 2026, to submit their protest.

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.

STRATEGIC PLAN INITIATIVE:

The City Council's consideration of this item supports the City Council's Housing Goal.

DEPARTMENTAL COORDINATION:

The City Manager's Department worked in collaboration with the Finance Department and City Attorney's office to review the Zone of Benefit Application, preparation of the Analyst's Report, and this report.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
NA	NA	NA	NA	NA

ATTACHMENTS:

1. Resolution Establishing a Zone of Benefit
2. Ordinance Nos. 2549 and 2590
3. Application (Updated)
4. Willdan (Analyst) Report

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

**A RESOLUTION ESTABLISHING A ZONE OF BENEFIT IN THE CENTRAL AREA
OF THE NORTH OF BORONDA FUTURE GROWTH AREA**

WHEREAS, on June 3, 2014, the City Council adopted Ordinance No. 2549 to provide for the establishment of a “Zone of Benefit” and reimbursement for costs incurred in connection with the annexation and entitlement of lands in the North of Boronda Future Growth Area (“FGA”). On February 21, 2017, the City Council adopted Ordinance No. 2590 amending Ordinance No. 2549 to clarify the methodology by which the proportionate share of developable lands within the FGA shall be calculated. Ordinance 2549, as amended by Ordinance No. 2590, is referred to herein as the “Reimbursement Ordinance”; and

WHEREAS, the Reimbursement Ordinance provides for the reimbursement of Annexation Costs (costs actually incurred and paid by a Sponsor in connection with the preparation, processing, and certification of environmental and other documentation necessary to allow for the annexation of the FGA into the city of Salinas), Entitlement Costs (all costs actually incurred and paid by a Sponsor in connection with the preparation, processing, and approval of a Specific Plan for land within the FGA and documentation required to comply with the California Environmental Quality Act), and City Costs (all Annexation Costs and Entitlement Costs actually incurred and paid by the City in association with the annexation of the FGA and the entitlement of lands within the FGA); along with interest on said costs expended by a Sponsor, from Non-Participating Owners and affected properties and

WHEREAS, the FGA consists of four planning areas, namely (1) West Area, (2), Central Area, (3) East Area, and (4) the Gateway Center Specific Plan (which lies within portions of the West Area); and

WHEREAS, pursuant to Section 4 of the Reimbursement Ordinance, on August 7, 2024, East Boronda, LLC (the “Sponsor”) submitted an application to the City requesting the City Council form a Zone of Benefit to cover the entire Central Area with a map of the Affected Properties, as shown on the Central Area Map attached hereto (Zone of Benefit Area) and establish the Reimbursement Charges. The Sponsor’s application includes, among other information, a detailed accounting of all Sponsor costs associated with annexation and entitlement of the Central Area, as well as a detailed accounting of interest for which the Sponsor seeks reimbursement from Non-Participating Owners of Affected Properties within the Zone of Benefit Area (Responsible Owners), and

WHEREAS, pursuant to Section 5 of the Reimbursement Ordinance, the City Manager selected Willdan Financial Services to review the Application and to prepare an Analyst’s Report; and

WHEREAS, in June of 2025 the city received the initial Analysts report from Willdan, then a revised Analyst’s report in November of 2025, containing the Analyst’s recommendations on the cost allocation and Reimbursement Charges to the City Council for consideration. A copy of the November 2025 Report, including a boundary diagram/map of the area to which the Zone of Benefit applies, is attached to this Resolution. The Analyst’s Report confirms the Sponsor has

incurred and expended the costs for which the Sponsor seeks reimbursement and confirms the costs were incurred and expended in furtherance of the annexation and entitlement of the properties within the proposed Zone of Benefit. The Analyst's Report also provides a recommendation of the amount of costs to be reimbursed by each property owner (Responsible Property Owner) within the proposed Zone of Benefit, considering the factors outlined in Section 5(d) of the Reimbursement Ordinance; and

WHEREAS, for purposes of allocating costs and expenses to Responsible Property Owners within the proposed Zone of Benefit, all costs and expenses have been separated into two periods: (1) Pre-2011, and (2) from 2011 to the present, to account for the period of time prior to 2011 when the Sponsor was party to an option agreement for the property now owned by the Hartnell College Foundation; and

WHEREAS, the Central Area comprises both "chargeable" and "non-chargeable" parcels totaling roughly 776.73 acres, benefiting from, or otherwise subject to the Annexation Costs and Entitlement Costs (Reimbursable Costs) for which the Sponsor seeks reimbursement. Reimbursable Costs are distributed on a pro-rata basis. The total amount of chargeable acreage is 776.75 total acres less 225.72 acres of roads, drainage, school sites, and open space for a net chargeable acreage of 551.03 acres. Using net developable (i.e., chargeable) acres as the divisor ensures that only land that can be subdivided, entitled, and ultimately developed bears the reimbursement burden (Reimbursement Charge), which satisfies the proportional-benefit standard. The net-acre basis also establishes a clear, measurable relationship between the costs incurred and the parcels that directly benefit from the costs; and

WHEREAS, prior to submitting the Application, in 2008, the Sponsor received partial reimbursement for annexation and entitlement costs and expenses from Harrod Construction Company (on behalf of the Christensen Trust). This partial reimbursement will be credited toward that owner's Reimbursement Charge; and

WHEREAS, pursuant to Section 6 of the Reimbursement Ordinance, the City Manager had notice of a public hearing on the proposed Zone of Benefit, set for January 13, 2026, published in a newspaper of general circulation and provided notice directly to the Sponsor and to all other Responsible Property owners within the proposed Zone of Benefit; and

WHEREAS, prior to the date set for the public hearing, the Sponsor met with owners of property within the proposed Zone of Benefit to discuss the Application and the property owners' proportionate share of the annexation costs and entitlement costs as described in the Analyst's Report; and

WHEREAS, the City Clerk has considered all written protests submitted against establishment of the Zone of Benefit and has determined that the written protests received are less than fifty percent (50%) of the identified parcels of land within the proposed Zone of Benefit.

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

1. The above recitals are found to be true and correct and by this reference are fully incorporated herein.
2. A Zone of Benefit is hereby established within the Central Area of the North of Boronda Future Growth Area to include the following properties:

Owner	APNs
East Boronda LLC	153-091-023; 153-091-024; 153-091-022
Christensen Trust	153-091-018-000; 153-091-019-000; 153-091-020-000; 153-091-021-000
Hartnell College Foundation	153-091-017-000; 153-091-008-000; 153-091-009-000; 153-091-010-000
Scagliotti	153-071-034-000; 153-071-035-000; 153-071-036-000; 153-071-011-000
Natividad	211-013-012-000
Noon	153-091-003-000

3. The Reimbursement Charges are hereby approved as follows: The Sponsor shall be reimbursed for the actual and estimated Annexation Costs and Entitlement Costs, along with interest (as defined in the Reimbursement Ordinance and as described in the Analyst's Report) by each of the property owners within the Zone of Benefit, as follows (the "Reimbursement Charge):

Owners ¹	Eligible Acres	Percent Allocation	Charge per Acre	Total Charge	Amount to City (0.4%)	Amount to Sponsor
Christensen Trust	139.25	25.27%	\$7,352	\$1,023,817	\$4,095	\$1,019,721
Hartnell College Foundation	162.21	29.44%	\$7,925	\$1,285,519	\$5,142	\$1,280,377
Scagliotti	32.37	5.87%	\$20,909	\$676,817	\$2,707	\$674,110
Natividad	25.42	4.61%	\$20,909	\$531,501	\$2,126	\$529,375
Noon	8.07	1.46%	\$20,909	\$168,734	\$675	\$168,059
Total	367.32	100.00%	\$10,036	\$3,686,387	\$14,746	\$3,671,642

4. The methodology used to calculate the Reimbursement Charge owed by each Responsible Property Owner is based on a pro-rata developable acreage basis. The total amount of acreage within the Zone of Benefit is 776.75 less 225.72 acres of roads, drainage, school sites, and open space for a net developable acreage of 551.03.

¹ APNs shown in Paragraph 2, above.

5. The Reimbursement Charge established pursuant to this Resolution shall be paid by a Responsible Owner as a precondition to making application for the first City approval for any of the following: (i) a statutory development agreement for any portion of their property within the Zone of Benefit; (ii) a tentative subdivision map or parcel map to subdivide any portion of their property within the Zone of Benefit; (iii) any permit or land use entitlement for the development of any portion of their property within the Zone of Benefit. A Responsible Owner of property within the Zone of Benefit shall have no obligation to pay the City unless and until the owner of such property or a representative of such owner, applies to obtain approval from the City to develop their property within the Zone of Benefit or to obtain approval as set out in this section.
6. The City shall maintain a separate account for collection of the Reimbursement Charges and shall immediately pay to Sponsor a percentage of the amount so collected as specified in this Resolution until the full reimbursement of the amount of Reimbursement Charge specified in this Resolution has been paid.
7. Responsible Owners shall receive credit against the Reimbursement Charge levied against their property pursuant to this Resolution for costs which the Responsible Owner has actually paid through the Zone of Benefit or other verifiable means.
8. Whenever a Reimbursement Charge obligation of the Responsible Owner has been paid in full and permanently satisfied, the City shall prepare and record a Notice of Release of Reimbursement Lien identifying by assessor's parcel number and Responsible Owner's property being released.
9. The Sponsor's right to the Reimbursement Charge reimbursement is assignable and transferable, including but not limited to collateral assignment to the Sponsor's lender, after written notice is delivered to the City advising the City to whom future payments are to be made and after the City has given its written consent to such assignment or transfer, which consent will not be unreasonably withheld or conditioned.
10. Reimbursement Charges shall mature and become due and payable in full by Responsible Owners on or before January 13, 2036, (ten (10) years after the adoption of this Resolution, establishing the Reimbursement Charges).
11. Reimbursement Charges shall be collected by the City for a period of 20 years. If the Sponsor has not recovered its share of the Reimbursement Charges, the Sponsor may request that the City continue to collect the Reimbursement Charges for an additional 10 years. Such request shall be made in writing to the City Manager at least 120 days prior to the expiration of the 20-year period.

12. Collection of the Reimbursement Charges shall cease when the Sponsor has recovered its full share of the Reimbursement Charges or a period of 20 years has lapsed (or 30 years if extended as provided for above), whichever occurs first.
13. The Zone of Benefit and Reimbursable Charges owed to a Sponsor by the Responsible Property Owners runs with the land and shall be binding on all successors in interest and assigns of any of the Responsible Property Owner of property with the Zone of Benefit.
14. The City Manager shall cause a certified copy of this Resolution to be recorded in the office of the County Recorder for Monterey County, reflecting the amount levied against each Responsible Owner's Affected Property within the Zone of Benefit.
15. Upon approval of this Resolution, the City Manager shall cause a certified copy of this Resolution to be sent by the City by certified mail to the Sponsor and to all property owners affected by the Zone of Benefit.

PASSED AND APPROVED this 13th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

Attachments: November 2025 Report, Willdan Financial Services

ORDINANCE NO. 2590 (N.C.S.)

**AN ORDINANCE AMENDING ORDINANCE NO. 2549 REGARDING THE
ESTABLISHMENT OF A ZONE OF BENEFIT AND REIMBURSEMENT OF COSTS
INCURRED IN CONNECTION WITH THE ANNEXATION AND THE ENTITLEMENT OF
LANDS IN THE NORTH OF BORONDA FUTURE GROWTH AREA**

WHEREAS, on June 3, 2014, the Salinas City Council adopted an ordinance (Ordinance No. 2549) that establishes the method to reimburse a person or the City for financing certain costs and expenses related to the annexation and the entitlement of lands in the North of Boronda Future Growth Area ("FGA"); and

WHEREAS, the FGA consists of four planning areas for the purposes of preparing and processing specific plans and environmental review, namely (1) the West Area, being portions of the FGA lying between San Juan Grade Road and Natividad Road; (2) the Central Area, being portions of the FGA lying between Natividad Road and the extension of Constitution Boulevard; (3) the East Area, consisting of the portions of the FGA lying between the extension of Constitution Boulevard and Williams Road; and (4) the portions of the West Area included within the adopted Gateway Center Specific Plan; and

WHEREAS, each of the three of the planning areas (the West, the Central, and the East) includes areas which were either not annexed into the City when the FGA was annexed to the City in 2007 or which have no feasible development opportunities given their shape, size, topography, designation for use as a school site, or location within the planning area relative to the uses planned within the planning areas ("undevelopable areas"); and

WHEREAS, the undevelopable areas will not participate in sharing on a proportionate basis their fair share of the Annexation Costs and the City Costs, as those terms are defined in Ordinance No. 2549; and

WHEREAS, the Salinas City Council finds that given the undevelopable areas will not share in the Annexation Costs and the City Costs, the undevelopable areas should not be included when calculating the fair share of the Annexation Costs and the City Costs to be borne on a proportionate basis by each Sponsor, as that term is defined in Ordinance No. 2549; and

WHEREAS, in order to exclude the undevelopable areas from the calculation of the fair share costs, Ordinance No. 2549 must be amended; and

WHEREAS, the Salinas City Council finds and declares that the adoption of this Ordinance and the implementation of this Ordinance are exempt from the provisions of the California Environmental Quality Act in that it can be seen with certainty that there is no possibility that the adoption and the implementation of this Ordinance may have a significant effect on the environment. [CEQA Guidelines Section 15061(b)(3)].

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS that Ordinance No. 2549 shall be amended as follows:

SECTION 1. Subdivision (8) of Section 3 shall be amended in its entirety to read as follows:

“(8) Proportionate Share. A percentage derived from a fraction in which the denominator shall be the total number of Developable Acres in the Zone of Benefit and the numerator shall be the number acres within the Zone of Benefit owned by an Owner.”

SECTION 2. Subdivision (15) shall be added to Section 3 and shall read as follows:

“(15) Developable Acres. Land which was annexed to the City in 2007 as a part of the North of Boronda Future Growth Area which may be feasibly developed and which is not otherwise restricted from development because of its shape, size, topography, designation for use as a school site, or location within the planning area relative to the uses planned within the planning areas.”

SECTION 3. 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.

PASSED AND ADOPTED this 21st day of February, 2017, by the following vote:

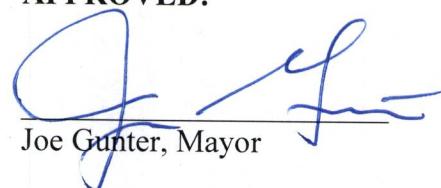
AYES: Councilmembers: Barrera, Craig, Davis, De La Rosa, McShane, Villegas and Mayor Gunter

NOES: None

ABSENT: None

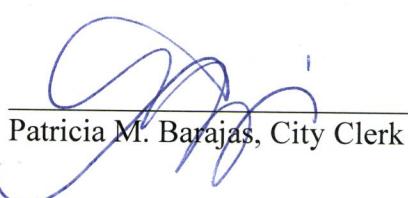
ABSTAIN: None

APPROVED:



Joe Gunter, Mayor

ATTEST:



Patricia M. Barajas, City Clerk

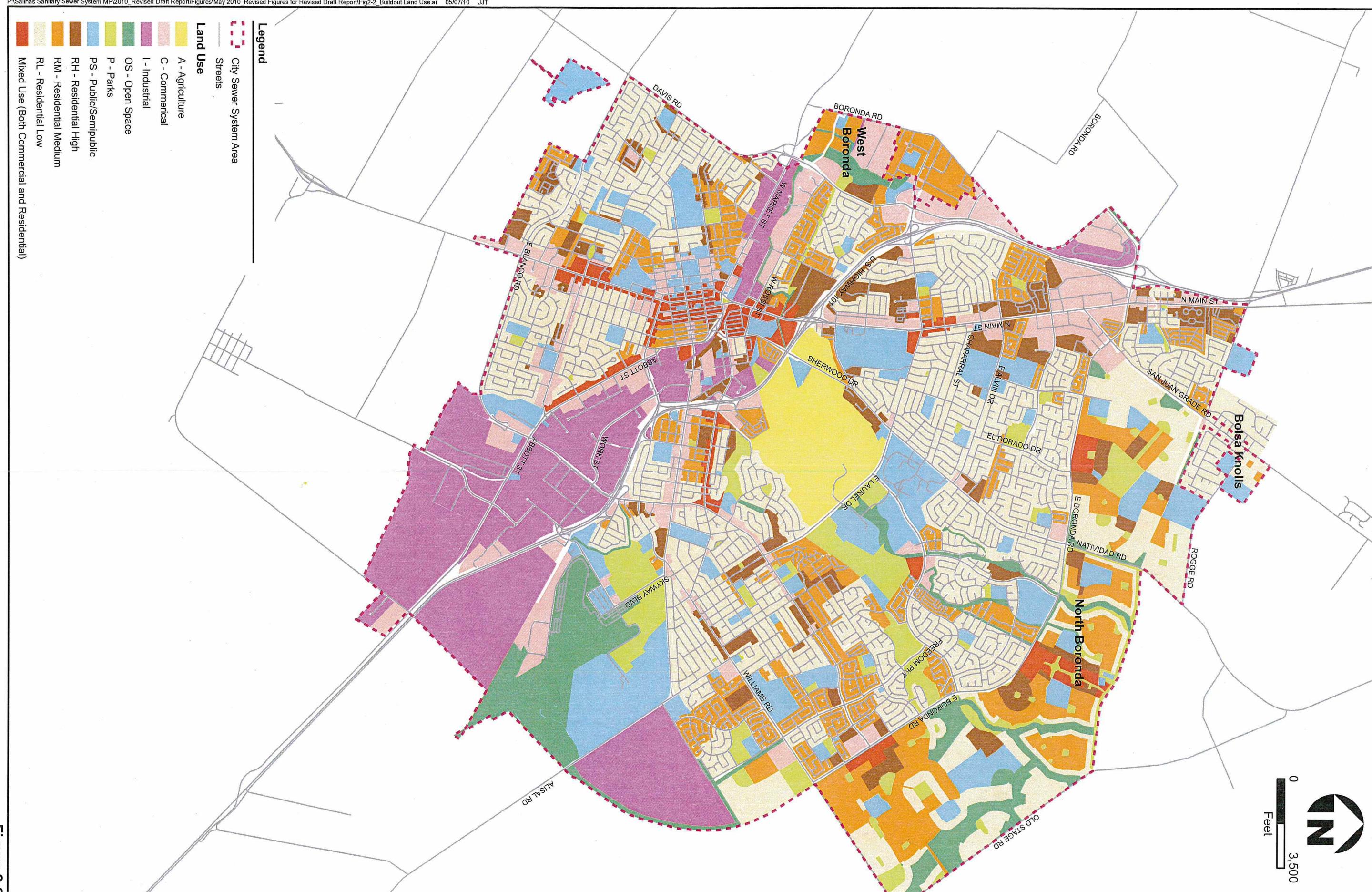


Figure 2-2
Buildout Land Use Map
Salinas Sewer System Master Plan



West Area Specific Plan





APPROVED AS TO FORM:

Christopher A. Callihan
Christopher A. Callihan, City Attorney

ORDINANCE NO. 2549 (N.C.S.)

AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF A ZONE OF BENEFIT
AND REIMBURSEMENT FOR COSTS INCURRED IN CONNECTION WITH THE
ANNEXATION AND ENTITLEMENT OF LANDS IN THE NORTH OF BORONDA
FUTURE GROWTH AREA

WHEREAS, the North of Boronda Future Growth Area (the "FGA") consists of approximately 2,388 acres of land within the city limits of the City of Salinas. The FGA is bounded on the south and southeasterly side by East Boronda Road between San Juan Grade Road and Williams Road; on the west side by San Juan Grade Road; and on the southeasterly side by Williams Road. The northerly boundary of the FGA is the northern and northeasterly boundary of the City of Salinas Sphere of Influence between San Juan Grade Road and Williams Road as adopted by the Monterey County Local Agency Formation Commission on May 19, 2008 by Resolution No. 08-09. The boundaries of the FGA are depicted on Exhibit "A" attached, and includes the Monterey County Assessor Parcels listed in Exhibit "B" attached; and

WHEREAS, the FGA is planned for up to 11,485 dwelling units and up to 3,992 million square feet of commercial/retail/mixed use and public and semi-public uses; and

WHEREAS, planning for the FGA was initiated with the adoption of the City's General Plan. An environmental impact report (the "EIR") was prepared and certified in connection with the adoption of the General Plan. The City's Sphere of Influence ("SOI") was amended to include the FGA, and the FGA was annexed to the City in 2007. A supplemental environmental impact report (the "SEIR") to the Salinas General Plan Final Program EIR was prepared and certified in connection with the SOI amendment and the annexation; and

WHEREAS, the preparation and certification of the SEIR, the SOI amendment and the annexation of the FGA benefitted all of the lands within the FGA; and

WHEREAS, the costs of the SOI amendment, the annexation procedures and SEIR (the "Annexation Costs") were paid by some, but not all, of the owners of the lands within the FGA and the city of Salinas; and

WHEREAS, the City incurred costs and expenses related to the preparation and certification of the SEIR, the SOI amendment and the annexation of the FGA (the "City Costs"), which efforts benefitted all of the lands and the property owners and developers within the FGA, which costs and expenses should be paid by the property owners and the developers; and

WHEREAS, the Annexation Costs and the City Costs should be borne fairly and proportionately by the owners of the property within the FGA annexed to the City and benefitted thereby; and

WHEREAS, the FGA is zoned New Urbanism Interim (NI) to provide a transitional zone for the future growth of the City; and

WHEREAS, all development within the FGA requires the preparation and adoption of statutory specific plans providing for the systematic implementation of the City's general plan within the FGA (Article 8 of Chapter 3 of the California Government code, commencing with Section 65450), and prepared in accordance with the New Urbanism design standards contained in the Salinas Zoning Code (Article 6, Division 15 of the Salinas Zoning Code, commencing with Section 37-60.1150); and

WHEREAS, the City has determined that the adoption of specific plans within the FGA will require compliance with the provisions of the California Environmental Quality Act (CEQA) (Public Resources Code 21000-21177) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387); and

WHEREAS, the City has determined that the FGA shall consist of four (4) planning areas for the purposes of preparation and processing of specific plans and environmental review: a) the West Area, being portions of the FGA lying between San Juan Grade Road and Natividad Road; b) the Central Area, being the portions of the FGA lying between Natividad Road and the extension of Constitution Boulevard; c) the East Area, consisting of the portions of the FGA lying between the extension of Constitution Boulevard and Williams Road; and d) the portions of the West Area included within the adopted Gateway Center Specific Plan; and

WHEREAS, the costs incurred within each planning area associated with preparation of the specific plans and compliance with the provisions of CEQA, as well as the City Costs, should be borne fairly and proportionately by the owners of property within each planning area; and

WHEREAS, the City proposes to establish a system to implement and enforce such reimbursement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. Adoption of Recitals. The City Council finds and declares that the foregoing recitals are true and correct.

SECTION 2. Purpose. This ordinance establishes the method to reimburse a person or the City for financing the City Costs, the Annexation Costs, and the Entitlement Costs. It is intended to be used to mitigate the cost of financing such activities by distributing those costs fairly and proportionately among the owners of property within the FGA, at the time those benefitted property owners exercise their development rights under one of the specific plans or otherwise make use of the preparation and approval of any of the specific plans.

SECTION 3. Definitions.

(1) Annexation. The annexation of approximately 2,388 acres to the City of Salinas and the Monterey Regional County Sanitation District as approved by the Local Agency Formation Commission of Monterey County on May 19, 2008.

(2) Annexation Costs. All costs actually incurred and paid in connection with the preparation, processing, and certification of the SEIR, the adoption of the SOI Amendment, the annexation of the FGA to the City, and the rezoning of the FGA, including, without limitation, staff, consultant, and CEQA costs.

(3) City Costs. All Annexation Costs and Entitlement Costs actually incurred, supported by invoice and cancelled check, and paid by the City including, without limitation, any interest charges imposed by the City, compliance with the provisions of CEQA and the CEQA Guidelines and costs incurred for City staff time and for consultants.

(4) Entitlement Costs. All costs actually incurred, supported by invoice, cancelled check, and paid in connection with the preparation, processing, and approval of any of the specific plans for lands within the FGA and compliance with the provisions of CEQA and the CEQA Guidelines in connection therewith.

(5) Non-Participating Owner. An owner of land within a Zone of Benefit who did not pay any of its Proportionate Share of the Annexation Costs or the Entitlement Costs, or paid less than its Proportionate Share of such costs.

(6) Owner. A Person owning land within a Zone of Benefit.

(7) Person. An individual or any legal entity, including the City.

(8) Proportionate Share. A percentage derived from a fraction in which the denominator shall be the total number of acres in the Zone of Benefit and the numerator shall be the number of acres within the Zone of Benefit owned by an Owner.

(9) Reimbursement. Payment to the City and to Persons who actually incurred and paid Annexation Costs and Entitlement Costs from Reimbursement Charges collected from property owners within a Zone of Benefit established pursuant to this ordinance. In the case of the City, Reimbursements shall be 100% of the City Costs. In the case of other Persons, Reimbursements shall be in an amount equal to the Annexation Costs and Entitlement Costs actually incurred and paid by the Person being reimbursed in excess of that Person's Proportionate Share of such costs as determined pursuant to Sections 7 and 8 of this Ordinance.

(10) Reimbursement Charge. The amount of reimbursement to be paid by a non-participating owner as determined pursuant to Sections 7 and 8 of this Ordinance. The Reimbursement Charge is not intended to limit or replace, and is an addition to, any other development fees or charges imposed by the City or any assessment that may be levied by any assessment district.

(11) SEIR. The Supplement to the Salinas General Plan Final Program EIR certified by the Salinas City Council on December 11, 2007.

(12) SOI Amendment. The Comprehensive Amendment to Update the Spheres of Influence of the City of Salinas and the Monterey Regional Sanitation District approved by the Local Agency Formation Commission of Monterey County on May 19, 2008.

(13) Sponsor. A Person who has paid more than its Proportionate Share of the Annexation Costs or the Entitlement Costs, and who joins in initiating a Zone of Benefit pursuant to this Ordinance.

(14) Zone of Benefit. The area benefitted by the SOI Amendment, the Annexation, or the preparation, processing, and approval of any of the specific plans for lands within the FGA and compliance with the provisions of CEQA and the CEQA Guidelines in connection therewith.

SECTION 4. Initiation of Proceedings.

(1) Any Person seeking to prepare and process a specific plan within one of the FGA planning areas (the "Sponsor") may apply to the City to form a Zone of Benefit covering that planning area.

(2) An application to form a Zone of Benefit shall include the following:

(a) Annexation Costs. A detailed accounting of the Annexation Costs including, but not limited to, (i) the costs of preparation and processing of the SEIR, the SOI City of Salinas

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Amendment and the Annexation proceedings, (ii) fees, costs and reimbursements paid to the City in connection with the processing of the SEIR, the SOI amendment and the Annexation of the FGA, (iii) costs incurred by the Sponsor for preparation of technical documents and studies, legal, engineering, planning, fiscal, and other consultants, interest as provided herein, and all other costs in connection with the SOI Amendment and Annexation of the FGA. All Annexation Costs requested for reimbursement are subject to verification and approval by the City.

(b) Entitlement Costs. A detailed accounting of the Entitlement Costs already paid or incurred, including time records of the Sponsor's employees for which reimbursement is claimed, together with a detailed estimate of Entitlement Costs yet to be incurred and paid, including, but not limited to (i) the costs of preparation and processing of a specific plan for all or a portion of the proposed Zone of Benefit, (ii) the cost of preparing and processing the environmental impact report or other environmental document in connection with a specific plan for all or a portion of the proposed Zone of Benefit, (iii) fees, costs and reimbursements paid or to be paid to the City in connection with the processing of the specific plan, and the related environmental impact report or other environmental document, (iv) costs incurred by the Sponsor for preparation of technical documents and studies, legal, engineering, planning, fiscal, and other consultants, interest as provided herein, and all other costs in connection with the preparation and processing of the specific plan and the environmental impact report or other environmental document in connection with the specific plan for all or part of the proposed Zone of Benefit (the "Cost Estimate"). All Entitlement Costs requested for reimbursement are subject to verification and approval by the City.

(c) Interest. A detailed accounting of interest for which the Sponsor seeks reimbursement. Annexation Costs and Entitlement Costs approved for reimbursement pursuant to this Ordinance shall, at the option of the Sponsor, bear interest at six percent (6%) per annum simple interest from the date such costs were actually expended, to the date of the adoption of the resolution provided in Section 8 of this ordinance. The amount of Annexation Costs and Entitlement Costs subsequently authorized for reimbursement by the resolution adopted pursuant to Section 8 of this ordinance shall thereafter bear interest at the rate of eight percent (8%) per annum simple interest from the date of adoption of the resolution. All interest requested for reimbursement is subject to verification and approval by the City.

(d) A narrative explaining why the Sponsor believes the costs included in the Cost Estimate are eligible for reimbursement pursuant to this ordinance.

(e) Documentation showing that the Sponsor informed the other property owners within the planning area of the actual costs incurred and/or anticipated to be incurred, that

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the Sponsor attempted to gain financial participation from the other owners within the planning area, and that the Sponsor intends to seek reimbursement pursuant to the provisions of this ordinance.

(f) A map showing the properties to be included in the proposed Zone of Benefit, together with a list of the names, addresses, parcel number, and approximate acreage of all of the owners of lands within the proposed Zone of Benefit as shown on the latest equalized assessment roll.

(g) A narrative explaining how the Annexation Costs, the Entitlement Costs, and the City Costs shall be spread among the properties within the Zone of Benefit on an acreage basis, or on some other basis that the Sponsor believes will fairly and proportionately spread the Annexation Costs, the Entitlement Costs, and the City Costs among the properties within the Zone of Benefit (the "Methodology"), which is deemed to fairly and proportionately represent the benefit rendered to such properties by the expenditure of such costs.

(h) The extent to which the Annexation Costs and the Entitlement Costs has relieved or will relieve other property owners or developers within the proposed Zone of Benefit of the need to obtain an SOI amendment, annexation, prezoning, prepare or process specific plans, environmental impact reports or other environmental documents, and whether or not the properties within the proposed Zone of Benefit would be required, in order to receive approval for future development, to annex their property to the City, obtain rezoning, prepare specific plans, environmental impact reports or other environmental documents in connection with such approvals;

(i) The name and address of the Person(s) to be reimbursed, and the amount of reimbursement claimed by each as of the date of submittal.

The City may request the submittal of any additional information it determines to be relevant and necessary. The City shall have no obligation to review or to process such application until it determines that the application includes all information required by this Section 4, including such additional information it reasonably determines to be relevant and necessary as provided herein.

SECTION 5. Analyst's Report.

(1) Upon receipt of a Zone of Benefit application, the City Engineer or other qualified person selected by the City Manager ("Analyst") shall review the application for the establishment of a Zone of Benefit. Within thirty (30) days after receipt of the application, the Analyst shall determine whether the application is complete and notify the City Manager in writing either that the application is complete, or describe the specific information needed

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to complete the application. The City Manager shall thereupon promptly notify the Sponsor of the Analyst's determination. Within sixty (60) days after the application is found complete, the Analyst shall prepare and submit a report (the "Analyst's Report") containing the Analyst's recommendations to the City Council for consideration. If the Analyst is a City employee, the costs of the Analyst's services shall be paid by the City, subject to reimbursement pursuant to this ordinance. If the Analyst is an outside consultant not an employee of the City, the costs of the Analyst's services shall be paid by the Sponsor, subject to reimbursement pursuant to this ordinance. The Analyst's Report shall include the following information:

- (a) Confirmation that i) the Sponsor has or has not incurred and expended the costs for which the Sponsor seeks reimbursement, and ii) the costs were incurred and expended in furtherance of the annexation and entitlement of the properties within the Zone of Benefit;
- (b) A detailed accounting of the City Costs to be reimbursed;
- (c) A verification of the Cost Estimate and the portion of the Cost Estimate for which each Sponsor (including the City) should be reimbursed in accordance with this ordinance;
- (d) The Analyst's recommendation, based upon the Methodology, of the amount of costs to be reimbursed by each property owner within the Zone of Benefit to each Sponsor, including the City, considering the following factors:
 - i. The total amount of Annexation Costs allocated to each Sponsor;
 - ii. The total amount of Entitlement Costs allocated to each Sponsor;
 - iii. The total amount of City Costs to be reimbursed to the City;
 - iv. The amount by which the Annexation Costs and Entitlement Costs incurred by each Sponsor exceeds that Sponsor's fair share of such costs;
 - v. The total amount of reimbursement to be charged each Non-Participating Owner within the Zone of Benefit;
 - vi. Any prior contributions by the Non-participating Owners that should be credited against their proposed reimbursement obligation;
 - vii. The amount of each Non-Participating Owner's reimbursement obligation to each Sponsor expressed as a dollar amount and as a percentage of that Non-Participating Owner's total reimbursement obligation;
 - viii. An explanation of any differences between the Sponsor's proposal and the Analyst's recommendations.

(2) The costs to be reimbursed to each Sponsor shall be limited to that portion of the following costs that exceeds the Sponsor's fair share of such costs: (i) the actual costs of preparation and processing of the SEIR, the SOI Amendment and the Annexation proceedings, (ii) the actual costs of preparation and processing of a specific plan for the Zone of Benefit, (iii) the actual cost of preparing and processing the environmental impact report or other environmental document in connection with the specific plan for the Zone of Benefit, (iv) the actual costs and reimbursements paid or to be paid to the City in connection with the preparation and processing of the SEIR, the SOI Amendment and the Annexation of the FGA, the specific plan and the environmental impact report for the Zone of Benefit, (v) actual costs incurred by the Sponsor for legal, engineering, planning, fiscal and other consultants in connection with the SEIR, the SOI Amendment and the Annexation of the FGA and the preparation and processing of a Specific Plan for the Zone of Benefit, the environmental impact report or other environmental document in connection with the specific plan for the Zone of Benefit, and for City staff time charged in connection with such matters, (vi) the cost of accounting for such costs, and (viii) interest as provided in Section 4(2)(c) of this ordinance on each Non-Participating Owner's share of the reimbursable costs.

SECTION 6: Formation of Zone of Benefit.

(1) Upon the City Manager's receipt of the Analyst's Report, the City shall set a public hearing before the City Council to consider the application and the Analyst's Report. The procedure for establishing the Zone of Benefit shall be as set forth in the Municipal Improvement Act of 1913 (Streets & Highways Code Section 10000, *et seq.*) and shall include the procedures set forth in this ordinance. Not less than forty-five (45) days before the hearing, notice of the hearing shall be: (1) published in a newspaper of general circulation, and (2) mailed by regular mail to the Sponsor and to all property owners within the proposed Zone of Benefit as shown on the latest equalized assessment role in the County Assessor's office. Notice shall be deemed effective on the date of mailing. Failure to receive notice by the Sponsor or affected property owners shall not invalidate or otherwise affect formation of the Zone of Benefit.

(2) The notice shall:

(a) State that a Zone of Benefit has been proposed that includes the property of the person receiving notice;

(b) Briefly describe the Zone of Benefit, the amount (or estimated amount) of costs to be reimbursed; the reason for the reimbursement of the costs; and the circumstances under which the costs must be reimbursed;

- (c) Set the time, date, and location of the hearing; and
- (d) Include such other information as may be required by the City or in the noticing required under the Municipal Improvement Act of 1913 for the establishment of an assessment district, including provisions for a majority protest.

SECTION 7. Hearing.

At the hearing, the City Council shall consider:

- (1) The Sponsor's application;
- (2) The Analyst's Report;
- (3) The proper boundaries for the Zone of Benefit, taking particular consideration of all properties contiguous to or otherwise located so as to directly benefit from the Annexation Costs and the Entitlement Costs, but excluding lands located outside the FGA as described in this Ordinance;
- (4) The actual and estimated costs for which the Sponsor may be reimbursed pursuant to this Ordinance. The Sponsor shall not be entitled to reimbursement for any costs in excess of actual costs incurred and paid by the Sponsor. If the Zone of Benefit is formed before actual costs are known, the Reimbursement Charge may be based on estimated costs. If estimated costs are used, the resolution adopting the Reimbursement Charge shall provide for a recalculation of the Reimbursement Charge within six (6) months following final approval of the specific plan and the expiration of all applicable statutes of limitation to reflect the actual costs, whether less than or more than the estimated costs; and
- (5) All written protests against establishment of the Zone of Benefit and/or levying of the Reimbursement Charge. If a written protest against a proposed fee or charge is presented by owners of a majority (greater than 50%) of the identified parcels of land within the proposed Zone of Benefit, the City shall not establish the Zone of Benefit or levy the Reimbursement Charge against the parcels within the Zone of Benefit.

SECTION 8. Resolution.

- (1) If the Council determines that formation of a Zone of Benefit is appropriate, the Council shall establish that Zone of Benefit by resolution (the "Resolution"). The Resolution shall:

(a) Establish the area of the Zone of Benefit, a listing by assessor's parcel number of all properties within the Zone of Benefit and the Owner thereof as established by the latest equalized assessment role in the County Assessor's office, the Zone of Benefit formation date, and the date when the right of reimbursement ends.

(b) Set forth the actual and estimated cost of the Annexation Costs and the Entitlement Costs for which the Sponsor shall be reimbursed by each Non-Participating Owner.

(c) Set forth the actual and estimated cost of the City Costs for which the City shall be reimbursed by each Owner.

(d) Establish the Reimbursement Charge methodology and show an example of the methodology used to calculate the Reimbursement Charge. The City Council may confirm, amend, alter, modify or correct the Analyst's Methodology.

(e) Establish the amount of each Owner's reimbursement obligation to each Sponsor and to the City (the "Reimbursement Charge") expressed as a dollar amount and as a percentage of that property owner's total reimbursement obligation.

(f) Specify a maturity date ten (10) years from the date of adoption of the Resolution.

(2) Upon adoption of the Resolution, a certified copy of the Resolution shall be sent by the City by certified mail to the Sponsor and to all affected Owners, and recorded in the office of the County Recorder to provide notice to potential purchasers of property within the Zone of Benefit. Failure to make such a recording shall not affect the legality of the formation of the Zone of Benefit or the obligation to pay the Reimbursement Charge. The Sponsor shall be responsible for paying all recording and mailing costs incurred by the City.

SECTION 9. Post-Resolution Entitlement Costs

(1) The Resolution shall be amended from time to time, but not more frequently than annually, upon application of a Sponsor to provide for reimbursement of Entitlement Costs incurred subsequent to the initial adoption of the Resolution.

(2) An application for amendment of the Resolution as provided in this Section 9 shall include the information required by sub-sections (2)(b) through (h) of Section 4 of this ordinance.

(3) Adoption of an amendment to the Resolution shall require review and recommendation by an Analyst as required by Section 5 of this ordinance, notice and hearing as required by Sections 6 and 7 of this ordinance, and adoption and recordation of the amended Resolution as provided in Section 8 of this ordinance.

(4) A final amendment of the Resolution reflecting all Entitlement Costs for the Zone of Benefit shall be adopted pursuant to the provisions of this Section 9 upon the final approval of the specific plan for the Zone of Benefit, the expiration of all applicable statutes of limitation for legal challenge to such approval, and the entry of final judgment in any legal action challenging the approval of the specific plan.

SECTION 10. Non-Participating Owner Becoming a Sponsor.

(1) At any time prior to the adoption of the final amendment of the Resolution, a Non-Participating Owner may become a Sponsor by (1) submitting an application to the City to become a Sponsor, (2) paying to the City all Reimbursement Charges levied against the applicant by the latest amendment of the Resolutions, including accrued interest, in full, (3) payment to the City for reimbursement to the then-existing Sponsors of a Proportionate Share of the Reimbursement Charges attributable to Non-Participating Owners in the Zone of Benefit, including accrued interest; and (4) providing a written undertaking to assume responsibility for payment of a Proportionate Share of any subsequently incurred Entitlement Costs for the Zone of Benefit. Upon receipt of such payments from the applicant, the city shall promptly disburse the funds received as provided in sub-section (2) of Section 12 of this Ordinance.

(2) Upon a Non-Participating Owner becoming a Sponsor as provided in this Section 10, the City shall adopt and record an amended Resolution reflecting all payments, credits and adjustments to the Reimbursement Charges resulting therefrom.

SECTION 11. Legal Challenge:

Any legal action intended to challenge or contest the formation of the Zone of Benefit, the methodology, the amount of the Reimbursement Charge or any person's obligation to reimburse costs as set out in this ordinance shall be commenced within thirty (30) days after the adoption of the Resolution establishing the Zone of Benefit, as provided in California Code of Civil Procedure Section 329.5. The Sponsor(s) of a Zone of Benefit shall have the obligation to defend, indemnify, and hold the City and its officers and employees harmless from any and all claims or expenses arising out of the City's action to form a Zone of Benefit as set forth in this ordinance.

SECTION 12. Payment.

(1) An Owner of property within any Zone of Benefit ("Affected Property") shall pay the City, in addition to any other applicable fees and charges, the Reimbursement Charge established by the City pursuant to this ordinance as a precondition to making application for the first City approval for any of the following: (i) a statutory development agreement for any portion of the Affected Property; (ii) a tentative subdivision map or parcel map to subdivide any portion of the Affected Property; (iii) any permit or land use entitlement for the development of any portion of the Affected Property. An owner of Affected Property shall have no obligation to pay the City unless and until the owner of such Affected Property, or a representative of such owner, applies to obtain approval from the City to develop the Affected Property or to obtain approval as set out in this section.

(2) Reimbursement Charges shall be collected by the City from the owner or developer of the Affected Property. The City shall then immediately pay to the Sponsor a percentage of the amount so collected as specified in the Resolution until the full reimbursement of the amount of reimbursement specified in the Resolution (as most recently amended) has been paid.

(3) Owners shall receive credit against the reimbursement obligation levied against their property pursuant to this ordinance for costs included in the Reimbursement Charge which owner has actually paid through an assessment district, payment of an impact fee, or other verifiable means.

(4) Whenever a reimbursement obligation of an Owner has been paid in full and permanently satisfied, the City shall prepare and record a Notice of Release of Reimbursement Lien identifying by assessor's parcel number and Owner the property being released.

(5) The Sponsor's right to reimbursement is assignable and transferable, including but not limited to collateral assignment to the Sponsor's lender, after written notice is delivered to the City advising the City to whom future payments are to be made and after the City has given its written consent to such assignment or transfer, which consent will not be unreasonably withheld or conditioned.

(6) Collection of the Reimbursement Charge shall cease when all Sponsors have recovered their total share of the Reimbursement Charges.

(7) Notwithstanding anything to the contrary contained herein, Reimbursement Charges shall mature and become due and payable in full by Non-Participating Owners ten (10) years after the date of adoption of the Resolution establishing the Reimbursement Charges, City of Salinas

Page 12 of 16

Reimbursement Ordinance

May 20, 2014, 2nd reading, June 3, 2014

whereupon the Reimbursement Charges may be enforced against the Non-Participating Owners by any Sponsor.

(8) Reimbursement Charges shall be collected by the City for a period of 20 years. If the Sponsor has not recovered its share of the Reimbursement Charges, the Sponsor may request that the City continue to collect the Reimbursement Charges for an additional 10 years. Such request shall be made in writing to the City Manager at least 120 days prior to the expiration of the 20-year period.

(9) Collection of the costs shall cease when the Sponsor has recovered its share of the development costs or a period of 20 years has lapsed (or 30 years if extended as provided for above), whichever occurs first.

SECTION 13. Partial Invalidity

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 14. Environmental Determination

The City Council finds and declares that the adoption and the implementation of this ordinance are exempt from the provisions of the California Environmental Quality Act in that it can be seen with certainty that there is no possibility that the adoption and the implementation of this ordinance may have a significant effect on the environment. [CEQA Guidelines Section 15061(b)(3)]

SECTION 15. Effective Date

This ordinance shall take effect thirty (30) days from and after its adoption.

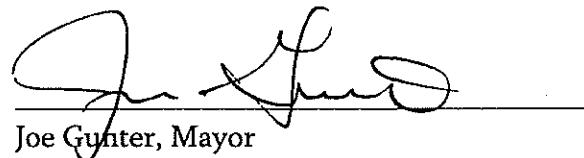
This ordinance was introduced and read on the 20th day of May, 2014, and passed and adopted on the 3rd day of June, 2014, by the following vote:

AYES: Councilmembers: Barrera, Castañeda, Craig, De La Rosa, McShane, and Mayor Gunter

NOES: None

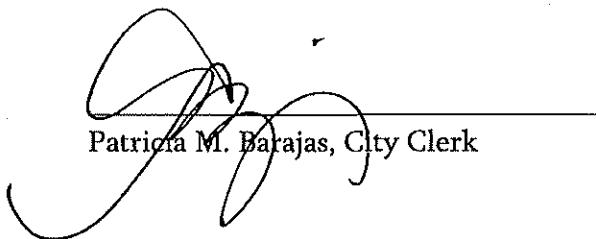
ABSENT: Councilmember Lutes

ABSTAIN: None



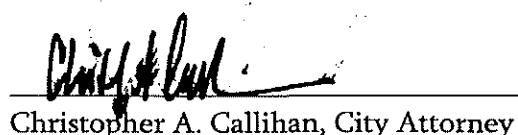
Joe Gunter, Mayor

ATTEST:

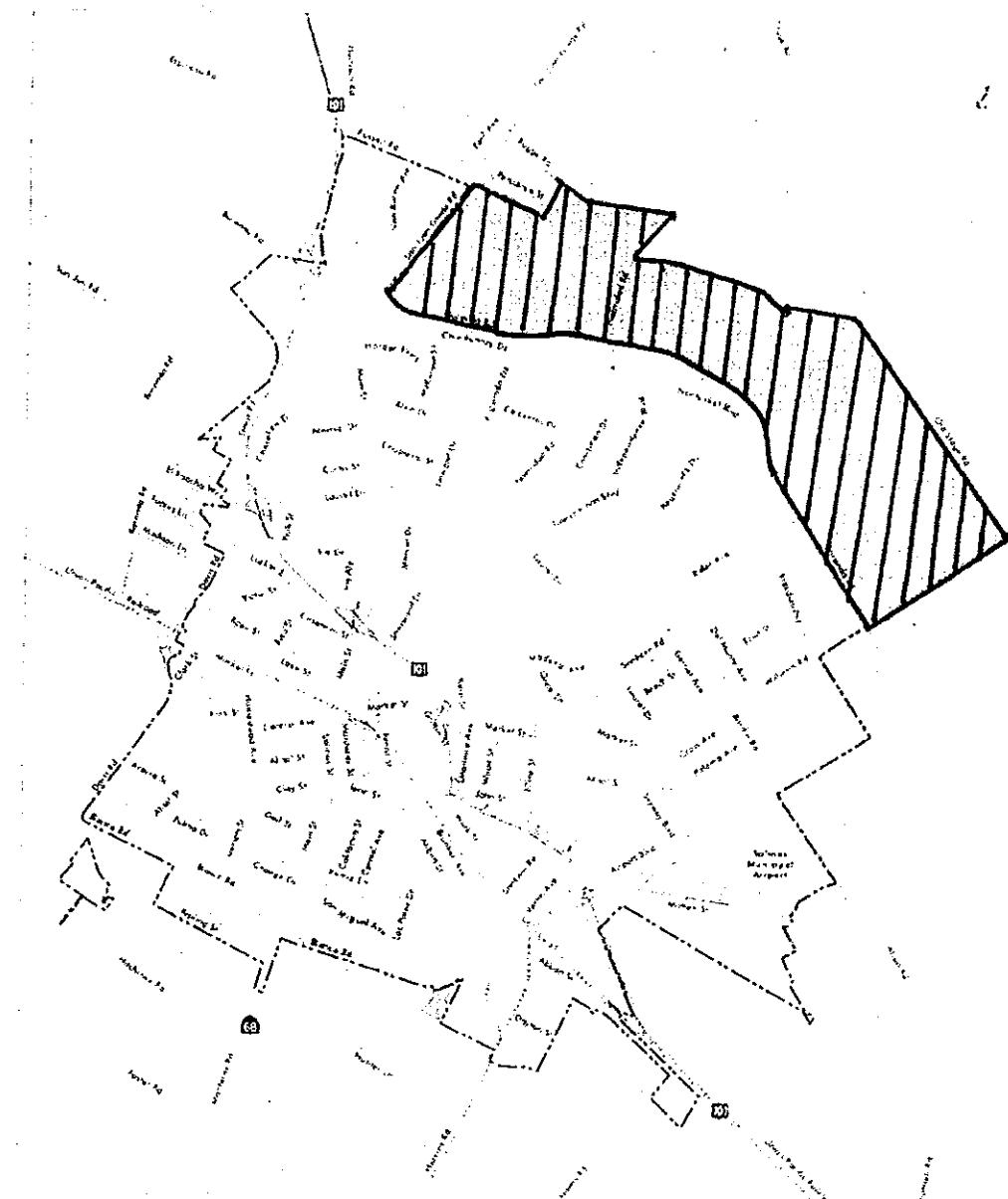


Patricia M. Barajas, City Clerk

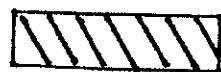
APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney



Legend



FGA

EXHIBIT "A"

MONTEREY COUNTY ASSESSOR PARCELS IN FGA

153-101-08, 211-231-12, 153-111-07, 153-091-01, 153-111-03, 153-071-35, 153-071-34, 153-111-06, 211-011-10, 211-231-12, 211-231-13, 153-111-04, 153-091-05, 153-091-03, 153-071-36, 153-071-11, 153-111-05, 211-231-16, 211-011-03, 211-011-09, 153-091-09, 153-091-08, 153-091-10, 153-091-07, 211-011-08, 211-011-02, 153-091-06, 211-231-59, 211-231-60, 211-231-61, 153-101-05, 211-013-04, 211-011-11, 211-011-01, 153-101-06, 153-101-07, 153-111-08, 153-111-09, 153-111-02, 153-111-01, 153-210-24, 153-210-12, 153-011-062, 153-011-064, 153-011-006, 153-011-005, 153-021-011, 153-021-026, 153-021-019, 153-011-043, 153-021-017, 153-021-090, 153-021-016, 153-011-008, 153-011-009, 153-011-042

EXHIBIT 'B'



City of Salinas

North of Boronda FGA Central Area

**Zone of Benefit Application
Analyst Report**

November 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510 | 888.326.6864

Property Tax Information Line
T. 866.807.6864

www.willdan.com



CITY OF SALINAS
NORTH OF BORONDA FGA CENTRAL AREA
ZONE OF BENEFIT APPLICATION
ANALYST REPORT



Prepared for

CITY OF SALINAS
200 Lincoln Avenue
Salinas, CA 93901
(831) 758-7381

Prepared by

WILLDAN FINANCIAL SERVICES
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Property Tax Information Line
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- B. ZOB BOUNDARIES AND DEVELOPMENT SUMMARY**

I. CONFIRMATION OF EXPENDITURES

- A. DOCUMENTATION OF COSTS**
- B. PAST REIMBURSEMENTS AND CREDITS**

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- B. SUMMARY OF CITY COSTS**

III. COST ALLOCATION AND ANALYSIS

- A. ALLOCATION METHODOLOGY**
- B. AGGREGATE COSTS AND ALLOCATION**
- C. REIMBURSEMENT CHARGES FOR OWNERS**

CONCLUSIONS AND RECOMMENDATIONS

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- B. RECOMMENDATION**

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EXHIBIT B: BOUNDARY DIAGRAM

INTRODUCTION

The information provided in this report is derived primarily from the City of Salinas (“City”) Ordinance No. 2549, Ordinance No. 2590, and East Boronda LLC’s (the “Sponsor’s”) submitted Zone of Benefit (ZOB) Application.

The North of Boronda Future Growth Area (FGA) consists of four planning areas for the purposes of preparing and processing specific plans and environmental review, namely (1) the West Area, being portions of the FGA lying between San Juan Grade Road and Natividad Road; (2) the Central Area, being portions of the FGA lying between Natividad Road and the extension of Constitution Boulevard; (3) the East Area, consisting of the portions of the FGA lying between the extension of Constitution Boulevard and Williams Road; and (4) the portions of the West Area included within the adopted Gateway Center Specific Plan. This ZOB analysis is related to the Central Area.

The costs incurred within each planning area associated with preparation of the specific plans and compliance with the provisions of CEQA, as well as the City Costs, should be borne fairly and proportionately by the owners of property within each planning area. The City established a system to implement and enforce such a reimbursement via Ordinance No. 2549 which requires the formation of a ZOB covering the relevant planning area. The City has received such an application from the Sponsor and selected Willdan Financial Services to serve as the “Analyst”. The Analyst shall review the application and prepare a report (the “Analyst Report”) with the Analysts’ recommendations to the City Council.

A. ORDINANCE AUTHORITY

Ordinance No. 2549 was introduced and read on the 20th day of May 2014 and passed and adopted on the 3rd day of June 2014. On February 21st, 2017, Ordinance No. 2590 was adopted and amended Ordinance No. 2549 to exclude undevelopable areas from the calculation of the fair share costs.

B. ZOB BOUNDARIES AND DEVELOPMENT SUMMARY

The Future Growth Area (FGA) in Salinas comprises approximately 2,388 acres within the City limits, generally bounded on the south and southeast by East Boronda Road, on the west by San Juan Grade Road, and on the northeast by Williams Road. Its northern limit follows the City’s Sphere of Influence as adopted by the Monterey County Local Agency Formation Commission (LAFCO) in Resolution No. 08-09 (May 19, 2008).

Within the FGA, the Sponsor’s ZOB Application focuses on the Central Area, specifically the portion lying between Natividad Road and the extension of Constitution Boulevard. According to the Sponsor’s attached map (see Application Attachment C), the Central Area comprises both “chargeable” and “non-

chargeable" parcels totaling roughly 776.73 acres, benefiting from, or otherwise subject to, the annexation and entitlement costs for which the Sponsor seeks reimbursement. These boundaries correspond to the parcels listed in the Application ledger and have been submitted to the City as the proposed ZOB.

The full FGA is planned for up to 11,485 dwelling units and 3.992 million square feet of commercial/retail/mixed-use and public/semi-public development. The Central Area specifically will accommodate a portion of that buildout under its own specific plan and CEQA documentation, consistent with the City's phased approach to FGA planning.

By forming a Zone of Benefit in this Central Area, the City can ensure that property owners who benefited from the Sponsor's annexation and entitlement efforts pay their proportional share, as required under Ordinance Nos. 2549 and 2590 (collectively, the "Ordinances").

I. CONFIRMATION OF EXPENDITURES

This section reviews the costs incurred by the Sponsor(s), verifying (1) that each claimed item was indeed paid, (2) that it is consistent with Ordinance Nos. 2549 and 2590, and (3) that it qualifies as a necessary Annexation Cost, Entitlement Cost, or City-Incurred Cost (as defined in the Ordinances).

A. DOCUMENTATION OF COSTS

The Sponsor provided a comprehensive ledger of allocated internal and consultant costs, invoices and proof-of-payment records as part of their ZOB Application, attached as **Exhibit A**. Attachments were not included in Exhibit A but are on file with the City and the Analyst. These line items fall primarily into (1) Pre-Annexation Engineering, (2) Environmental Documents for CEQA compliance, (3) Legal Defense of EIR challenges, and (4) City-incurred application fees. The Analyst reviewed these materials according to the reasonableness standard to confirm each cost was actually paid by the Sponsor on or about the date stated.

After review, we as the Analyst have determined that \$33,854.27 in ineligible political and marketing expenses had been included. The Sponsor provided an updated ledger with those costs removed.

B. PAST REIMBURSEMENTS AND CREDITS

Prior to submitting this Zone of Benefit (ZOB) application, the Sponsor received one partial reimbursement of \$297,841 from Harrod Construction Company (Christensen Trust) in 2008. These amounts will be credited toward that owner's final Reimbursement Charge. All other Non-Participating Owners have no recorded payments and are thus credited \$0.

Additionally, in January 2001, Hartnell/Matsui entered into an option agreement with CreekBridge Homes/East Boronda LLC for the property described in this report as belonging to Hartnell. The contract granted CreekBridge Homes/East Boronda an initial five-year purchase option, renewable for up to ten one-year extensions, in exchange for annual option payments. Section 4.2 of this agreement assigns CreekBridge Homes/East Boronda LLC "sole responsibility" for obtaining and paying all subdivision mapping, environmental review and other costs related to development entitlements incurred during the option term.

II. SUMMARY OF COSTS

A. SUMMARY OF SPONSOR COSTS

The following table summarizes the costs incurred by the Sponsor for the annexation and entitlement of the ZOB.

Cost Category	Amount
Architectural Renderings	\$2,814.75
Market Studies & Reports	3,246.31
Lead Agency Processing Fees	3,532.01
Blueprints, Reprographics & Shipping	7,433.75
In-House Architect	10,958.89
SWPPP Preparation & Compliance	11,246.00
Financing Plan Consultant	11,629.59
Environmental Impact Report	18,875.56
Preliminary Architecture	24,859.52
Concept Landscape Architecture	27,743.84
Preliminary Geotechnical Investigations (Phase 1)	27,958.94
Preliminary Biological / Biotic Studies	42,714.89
Application & Filing Fees	63,275.28
Survey & Mapping	74,361.77
Geotechnical Engineering	99,437.83
Community Design Charrette	109,810.09
School Facilities Consultant	124,662.67
Preliminary Traffic Consultant	214,965.49
Land Planning Consultant	254,258.38
Legal Services – Entitlements	588,240.12
Legal Services – School District Litigation	638,288.92
City of Salinas Fees & Charges	643,944.77
Preliminary Civil Engineering	1,153,703.05
Project Design (Civil & Infrastructure)	1,551,143.02
Interest Accrued	1,624,587.86
Total	\$7,333,693.30

Interest is added to each sponsor-paid invoice to reflect the time value of money between the date of payment and the date the reimbursement is made. Consistent with best practices and the Ordinances, simple interest is applied monthly at an annual rate of six percent (6%) through the date of adoption of the Resolution creating the ZOB, and eight percent (8%) thereafter. Incorporating interest places early-year expenditures on equal footing with recent ones and provides a fair return to the Sponsors until their costs are recovered.

B. SUMMARY OF CITY COSTS

The City has incurred \$11,140 in consultant costs thus far and expects to incur an additional \$3,000 in consultant costs before the ZOB charge goes into effect. These costs have been incorporated into the analysis.

III. COST ALLOCATION AND ANALYSIS

A. ALLOCATION METHODOLOGY

Reimbursable costs are distributed on a pro-rata developable acreage basis as mandated by Ordinances 2549 and 2590. The total amount of chargeable acreage is 776.75 total acres less 225.72 acres of roads, drainage, school sites and open space for net chargeable acreage of 551.03.

For purposes of allocating expenditures to owners within the ZOB, all invoices have been divided into two periods: (1) Pre-2011 (the span during which the Option Agreement was in force, and (2) from 2011 to the present. During the Pre-2011 period, amounts that would have been charged to Hartnell properties have been assigned to East Boronda LLC.

Using net developable (i.e., chargeable) acres as the divisor ensures that only the land that can be subdivided, entitled, and ultimately developed bears the reimbursement burden, which satisfies the proportional-benefit standard set out in Ordinances 2549 and 2590. By removing rights-of-way, drainage corridors, open-space dedications, and other permanently undevelopable parcels from the denominator, the methodology (1) aligns each dollar of cost with property that will realize an increase in value from the Annexation and Specific Plan work, (2) avoids over-charging the developable acreage to subsidize land that confers a public benefit but yields no private development potential, and (3) mirrors the approach recommended in the aforementioned ordinances, thereby promoting consistency and administrative simplicity. This net-acre basis also conforms to Government Code nexus principles by establishing a clear, measurable relationship between the costs incurred and the parcels that directly benefit from those costs.

In reviewing the original application, Willdan pointed out that some of the gross acreages of the Assessor's Parcels were inconsistent with the data from the Monterey County Assessor. The Sponsor has corrected these inconsistencies. Since the actual number of net acres will not be finalized until a final map is recorded for the properties, the net acreages used for this analysis are subject to change.

The net acreage by owner data is provided in the table below.

ZOB Owner	Eligible Acres	Percent Allocation
East Boronda LLC	183.71	33.34%
Christensen Trust	139.25	25.27%
Hartnell	162.21	29.44%
Scagliotti	32.37	5.87%
Natividad	25.42	4.61%
Noon	8.07	1.46%
Total	551.03	100.00%

B. AGGREGATE COSTS AND ALLOCATION

The following table summarizes the Aggregate Annexation and Entitlement costs incurred by the Sponsor and allocated to each landowner in the ZOB according to the methodology in Section III.A above for the pre-2011 Option Period.

Central Area Specific Plan Costs (Pre-2011)
Reconciliation of Amounts Owed to East Boronda LLC and City of Salinas

Line Item	City of Salinas	East Boronda	Christensen Trust	Hartnell	Scagliotti	Natividad	Noon	Total
Total Costs Paid	\$ -	\$ 3,100,126.77	\$ 289,788.19	\$ -	\$ -	\$ -	\$ -	\$ 3,389,914.96
Interest on Costs Paid	\$ -	\$ 981,414.16	\$ 137,596.05	\$ -	\$ -	\$ -	\$ -	\$ 1,119,010.21
Total Costs Paid	\$ -	\$ 4,081,540.93	\$ 427,384.24	\$ -	\$ -	\$ -	\$ -	\$ 4,508,925.17
Share of City Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Share of Sponsor Costs	\$ -	\$ 2,128,086.28	\$ 856,660.54	\$ -	\$ 199,138.97	\$ 156,382.84	\$ 49,646.32	\$ 3,389,914.96
Interest Owed on East Boronda Costs	\$ -	\$ -	\$ 567,783.92	\$ -	\$ 203,297.66	\$ 159,649.31	\$ 50,683.27	\$ 981,414.16
Interest Owed on Harrod Homes Costs	\$ -	\$ 101,285.27	\$ -	\$ -	\$ 17,846.49	\$ 14,014.80	\$ 4,449.49	\$ 137,596.05
Subtotal	\$ -	\$ 2,229,371.55	\$ 1,424,444.46	\$ -	\$ 420,283.12	\$ 330,046.95	\$ 104,779.08	\$ 4,508,925.17
Share of Costs	\$ -	\$ 2,128,086.28	\$ 856,660.54	\$ -	\$ 199,138.97	\$ 156,382.84	\$ 49,646.32	\$ 3,389,914.96
Share of Interest	\$ -	\$ 101,285.27	\$ 567,783.92	\$ -	\$ 221,144.15	\$ 173,664.11	\$ 55,132.76	\$ 1,119,010.21
Costs Paid	\$ -	\$ (3,100,126.77)	\$ (289,788.19)	\$ -	\$ -	\$ -	\$ -	\$ (3,389,914.96)
Interest to E.Boronda	\$ -	\$ (981,414.16)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (981,414.16)
Interest to Harrod Homes	\$ -	\$ -	\$ (137,596.05)	\$ -	\$ -	\$ -	\$ -	\$ (137,596.05)
Subtotal	\$ -	\$ (1,852,169.38)	\$ 997,060.22	\$ -	\$ 420,283.12	\$ 330,046.95	\$ 104,779.08	\$ 0.00
Less Payments To Date	\$ -	\$ 297,841.00	\$ (297,841.00)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs (Overpaid)/Underpaid	\$ -	\$ (1,554,328.38)	\$ 699,219.22	\$ -	\$ 420,283.12	\$ 330,046.95	\$ 104,779.08	\$ 0.00

The following table summarizes the Aggregate Annexation and Entitlement costs incurred by the Sponsor and allocated to each landowner in the ZOB according to the methodology in Section III.A above for the period during which the option was not in force.

Central Area Specific Plan Costs (2011 On)
Reconciliation of Amounts Owed to East Boronda LLC and City of Salinas

Line Item	City of Salinas	East Boronda	Christensen Trust	Hartnell	Scagliotti	Natividad	Noon	Total
Total Costs Paid	\$ 14,140.00	\$ 2,608,978.67	\$ 494,110.88	\$ -	\$ -	\$ -	\$ -	\$ 3,117,229.55
Interest on Costs Paid	-	643,173.70	212,867.83	-	-	-	-	856,041.53
Total Costs Paid	\$ 14,140.00	\$ 3,252,152.37	\$ 706,978.71	\$ -	\$ -	\$ -	\$ -	\$ 3,973,271.08
Share of City Costs	\$ -	\$ 4,714.19	\$ 3,573.30	\$ 4,162.48	\$ 830.65	\$ 652.30	\$ 207.08	\$ 14,140.00
Share of Sponsor Costs	-	1,034,550.90	784,177.30	913,475.05	182,289.55	143,151.07	45,445.68	3,103,089.55
Interest Owed on East Boronda Costs	-	-	243,825.40	284,028.15	56,679.94	44,509.87	14,130.34	643,173.70
Interest Owed on Harrod Homes Costs	-	94,968.31	-	83,853.68	16,733.56	13,140.87	4,171.41	212,867.83
Subtotal	\$ -	\$ 1,134,233.40	\$ 1,031,576.00	\$ 1,285,519.35	\$ 256,533.69	\$ 201,454.12	\$ 63,954.51	\$ 3,973,271.08
Share of Costs	\$ -	\$ 1,039,265.09	\$ 787,750.60	\$ 917,637.52	\$ 183,120.19	\$ 143,803.38	\$ 45,652.76	\$ 3,117,229.55
Share of Interest	-	94,968.31	243,825.40	367,881.83	73,413.50	57,650.74	18,301.75	856,041.53
Costs Paid	(14,140.00)	(2,608,978.67)	(494,110.88)	-	-	-	-	(3,117,229.55)
Interest to E.Boronda	-	(643,173.70)	-	-	-	-	-	(643,173.70)
Interest to Harrod Homes	-	-	(212,867.83)	-	-	-	-	(212,867.83)
Subtotal	\$ (14,140.00)	\$ (2,117,918.97)	\$ 324,597.29	\$ 1,285,519.35	\$ 256,533.69	\$ 201,454.12	\$ 63,954.51	\$ -
Total Costs (Overpaid)/Underpaid	\$ (14,140.00)	\$ (2,117,918.97)	\$ 324,597.29	\$ 1,285,519.35	\$ 256,533.69	\$ 201,454.12	\$ 63,954.51	\$ -

And finally, the following table represents the combination of the above analyses, assigning the costs attributable to the Hartnell property during the option period to East Boronda LLC.

Central Area Specific Plan Costs (Cumulative Totals)
Reconciliation of Amounts Owed to East Boronda LLC and City of Salinas

Line Item	City of Salinas	East Boronda	Christensen Trust	Hartnell	Scagliotti	Natividad	Noon	Total
Total Costs Paid	\$ 14,140.00	\$ 5,709,105.44	\$ 783,899.07	\$ -	\$ -	\$ -	\$ -	\$ 6,507,144.51
Interest on Costs Paid	-	1,624,587.86	350,463.88	-	-	-	-	1,975,051.74
Total Costs Paid	\$ 14,140.00	\$ 7,333,693.30	\$ 1,134,362.95	\$ -	\$ -	\$ -	\$ -	\$ 8,482,196.25
Share of City Costs	\$ -	\$ 4,714.19	\$ 3,573.30	\$ 4,162.48	\$ 830.65	\$ 652.30	\$ 207.08	\$ 14,140.00
Share of Sponsor Costs	-	3,162,637.18	1,640,837.85	913,475.05	381,428.52	299,533.92	95,092.00	6,493,004.51
Interest Owed on East Boronda Costs	-	-	811,609.32	284,028.15	259,977.60	204,159.18	64,813.61	1,624,587.86
Interest Owed on Harrod Homes Costs	-	196,253.58	-	83,853.68	34,580.05	27,155.67	8,620.90	350,463.88
Subtotal	\$ -	\$ 3,363,604.95	\$ 2,456,020.46	\$ 1,285,519.35	\$ 676,816.82	\$ 531,501.07	\$ 168,733.60	\$ 8,482,196.25
Share of Costs	\$ -	\$ 3,167,351.37	\$ 1,644,411.14	\$ 917,637.52	\$ 382,259.17	\$ 300,186.22	\$ 95,299.09	\$ 6,507,144.51
Share of Interest	-	196,253.58	811,609.32	367,881.83	294,557.65	231,314.85	73,434.51	1,975,051.74
Costs Paid	(14,140.00)	(5,709,105.44)	(783,899.07)	-	-	-	-	(6,507,144.51)
Interest to E.Boronda	-	(1,624,587.86)	-	-	-	-	-	(1,624,587.86)
Interest to Harrod Homes	-	-	(350,463.88)	-	-	-	-	(350,463.88)
Subtotal	\$ (14,140.00)	\$ (3,970,088.35)	\$ 1,321,657.51	\$ 1,285,519.35	\$ 676,816.82	\$ 531,501.07	\$ 168,733.60	\$ 0.00
Less Payments To Date	-	297,841.00	(297,841.00)	-	-	-	-	-
Total Costs (Overpaid)/Underpaid	\$ (14,140.00)	\$ (3,672,247.35)	\$ 1,023,816.51	\$ 1,285,519.35	\$ 676,816.82	\$ 531,501.07	\$ 168,733.60	\$ 0.00

C. REIMBURSEMENT CHARGES FOR OWNERS

The following table summarizes the Acreage attributable to each non-participating owner, expresses the ZOB charge on a per acre basis, and also shows the total amount owed for the underlying land. Additionally, the table shows how much will be retained by the City and how much will be allocated to the Sponsor as reimbursement for costs incurred.

Non-Participating Owner	Eligible Acres	Charge per Acre	Total Charge	Amount to City (0.4%)	Amount to Sponsor (99.6%)
Christensen Trust	139.25	\$7,352	\$1,023,817	\$4,095	\$1,019,721
Hartnell	162.21	\$7,925	\$1,285,519	\$5,142	\$1,280,377
Scagliotti	32.37	\$20,909	\$676,817	\$2,707	\$674,110
Natividad	25.42	\$20,909	\$531,501	\$2,126	\$529,375
Noon	8.07	\$20,909	\$168,734	\$675	\$168,059
Total	367.32	\$10,036	\$3,686,387	\$14,746	\$3,671,642

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS

- After excluding political and marketing expenditures, all remaining sponsor and City costs have been verified as eligible, yielding a gross eligible cost total of about \$8.5 million with approximately \$3.7 million owed to the City and the Sponsor in reimbursements.
- Allocating those costs over 551.03 developable acres produces a charge per acre of \$20,909 for most owners, \$7,925 for Hartnell, and \$7,352 for Christensen Trust.
- For each payment made, 0.4% will be retained by the City and 99.6% will be remitted to the Sponsor.
- Simple interest accrues on sponsor advances at six percent (6%) per year until the ZOB ordinance is adopted, and at eight percent (8%) thereafter, as specified in Ordinance 2549 § 4(2)(c).

B. RECOMMENDATIONS

We recommend that the City adopt a Resolution forming the Central Area ZOB, accepting the verified cost schedule and establishing the reimbursement methodology described above and record it as a Reimbursement Lien against all chargeable properties within the area.

EXHIBIT A

ZONE OF BENEFIT APPLICATION

ZONE OF BENEFIT APPLICATION
City of Salinas Ordinance No. 2549 and Ordinance No. 2590

1. Name and address of Sponsor:

East Boronda LLC (including all predecessors thereof)
c/o Robert Bikle
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

2. Zone of Benefit Area:

Central Area - North of Boronda Future Growth ("FGA") Planning Area.

3. Annexation Costs for which Sponsor seeks reimbursement:

See **Attachment A** – East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of April 30, 2024. Sponsor will submit additional reimbursable costs as incurred.

4. Entitlement Costs for which Sponsor seeks reimbursement:

See **Attachment A** - East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of April 30, 2024. Sponsor will submit additional reimbursable costs as incurred.

5. Interest to be charged and reimbursed:

Six percent (6%) per annum simple interest for all costs approved for reimbursement from the date such costs were actually expended to the date of the adoption of the Resolution provided in Section 8 of Ordinance 2549.

As of the date of adoption of the Resolution provided in Section 8 of Ordinance 2549, all outstanding unreimbursed costs approved by said Resolution, shall accrue interest at the rate of eight percent (8%) per annum simple interest.

6. Cost Estimates are eligible for reimbursement pursuant to the Ordinance because:

The expenses sought for reimbursement through April 30, 2024 were paid by Sponsor (or its predecessors) for work related to the Central Area pre-zoning, annexation, Specific Plan, and related land use entitlements, as well as, the legal defense of the City's CASP entitlements, which costs benefited other the owners within the CASP by securing land use entitlements for their properties.

7. **Confirmation that the Sponsor informed the other property owners within the planning area of (i) the actual costs incurred and/or anticipated to be incurred; (ii) that the Sponsor attempted to gain financial participation from the other owners within the planning area; and (iii) that the Sponsor intends to seek reimbursement pursuant to the provisions in this ordinance:**

CASP Notice to Owners of Owner's Reimbursement Costs owed Sponsor was sent on May 17, 2017 and April 30, 2024. See Attachment B. Sponsor will Notice and seek additional reimbursable costs as incurred.

8. **Map showing the properties to be included in the Zone of Benefit, together with a list of the names, addresses, parcel number, and approximate acreage of all the owners of land within the proposed Zone of Benefit as shown on the latest equalized assessment roll:**

See Attachment C.

9. **Annexation Costs, the Entitlement Costs, and the City Costs shall be spread among the properties within the Zone of Benefit as follows:**

For purposes of reimbursement of costs, costs were allocated among the Participating and Non-Participating owners of the 551.05 acres of chargeable lands. The 225.70 acres of the non-chargeable land (SUHSD, AUSD, Settrini, Igaz, Garcia, Helmers, and Open Space) were either not annexed in to the City, have no developable land, or is land purchased by or reserved for public schools, which is not be included in the acreage when calculating the reimbursement due from Non-Participating Owners as set forth in the amended Reimbursement Ordinance 2590. Sponsor will submit additional reimbursable costs as incurred. See Attachment D.

10. **The extent to which the Annexation Costs and Entitlement Costs has relieved or will relieve other property owners or developers within the proposed Zone of Benefit of the need to obtain an SOI amendment, annexation, rezoning, prepare or process specific plans, environmental impact reports or other environmental documents, and whether or not the properties within the Zone of Benefit would be required to take such steps in order to receive approval for future development:**

As of April 30, 2024 Sponsor East Boronda, LLC (and its predecessors), along with Harrod Construction Company, on behalf of Participating Owner the Christensen Trust, have collectively spent, a total of no less than **\$9,168,900** in costs, (East Boronda LLC **\$7,997,903** and Harrod/Christensen **\$1,170,997**) as shown on Attachments A, B and D, which costs have not been paid by the other Non-Participating Owners in the Central Area, but which costs were critical to completing the required CASP area rezoning, annexation, environmental review, Specific Plan preparation, and other related land use entitlements, as well as, paying for the legal defense of the City's CASP entitlements for the Central Area, all of which costs and entitlements benefited all of the

Owners with developable land within the Central Area, who's land is now subject to and enjoys the benefits of these land use entitlements. Sponsor will submit additional reimbursable costs as incurred.

Harrod/Christensen Trust is given credit for their costs paid in the amount of \$1,170,997, as shown on **Attachments A and D**, but Harrod/Christensen Trust still owes Sponsor, East Boronda LLC, for Harrod/Christensen Trust's additional proportion of the total costs paid by East Boronda LLC through April 30, 2024.

11. The following individual(s) are to be reimbursed:

East Boronda LLC
c/o Ghandi Macachor, Controller
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

\$5,384,115 as of April 30, 2024 - See Attachments A, B and D
Sponsor will submit additional reimbursable costs as incurred.

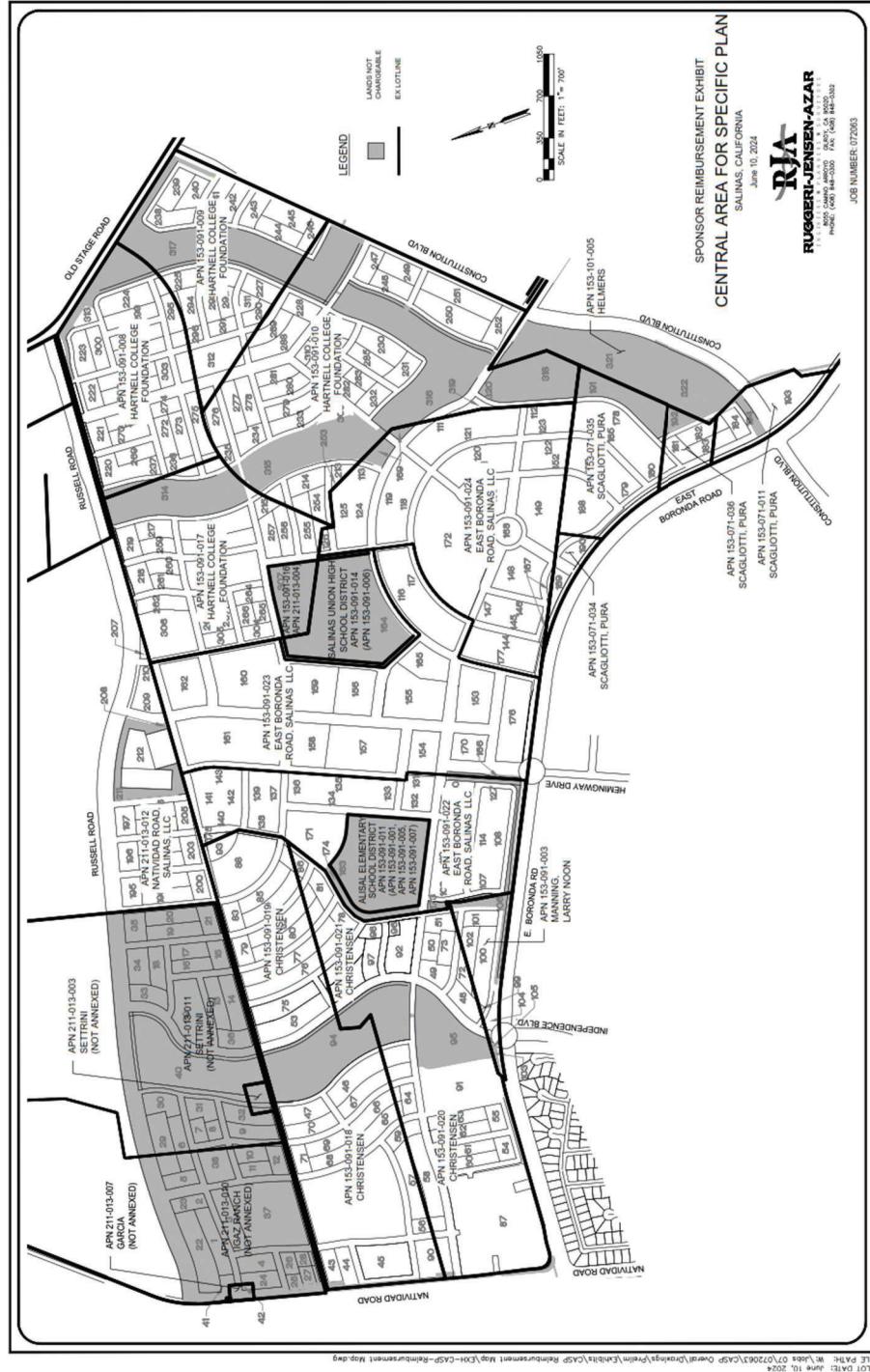
Attachments:

Attachment A – East Boronda LLC (and its predecessor's) Sponsor Costs
Attachment B – Reimbursement Notices Sent to Central Area Owners
Attachment C - Map of Zone of Benefit Area and list of Owners and Acreages
Attachment D – Owner Reimbursement Cost Allocation



EXHIBIT B

BOUNDARY DIAGRAM



UPDATED ZONE OF BENEFIT APPLICATION
City of Salinas Ordinance No. 2549 and Ordinance No. 2590

Application updated based on Willdan November 2025 Analyst Report confirming Verified Sponsor Reimbursable Costs and Reimbursement Charges as of October 31, 2025.

1. Name and address of Sponsor:

East Boronda LLC (including all predecessors thereof)
c/o Robert Bikle
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

2. Zone of Benefit Area:

Central Area - North of Boronda Future Growth (“FGA”) Planning Area.

3. Annexation Costs for which Sponsor seeks reimbursement:

See Amended Attachment A – East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of October 31, 2025. Sponsor will submit additional reimbursable costs as incurred.

4. Entitlement Costs for which Sponsor seeks reimbursement:

See Amended Attachment A - East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of October 31, 2025. Sponsor will submit additional reimbursable costs as incurred.

5. Interest to be charged and reimbursed:

Six percent (6%) per annum simple interest for all costs approved for reimbursement from the date such costs were actually expended to the date of the adoption of the Resolution provided in Section 8 of Ordinance 2549.

As of the date of adoption of the Resolution provided in Section 8 of Ordinance 2549, all outstanding unreimbursed costs approved by said Resolution, shall accrue interest at the rate of eight percent (8%) per annum simple interest.

6. Cost Estimates are eligible for reimbursement pursuant to the Ordinance because:

The expenses sought for reimbursements through October 31, 2025 set forth in the Amended Attachment A and Amended Attachment D reflect the Entitlement and Annexation Costs paid by Sponsor (or its predecessors) as verified by the Analyst Report, for work related to the Central Area pre-zoning, annexation, Specific Plan, and related land use entitlements, as well as, the legal defense of the City's CASP entitlements, which costs benefited other the owners within the CASP by securing land use entitlements for their properties.

7. Confirmation that the Sponsor informed the other property owners within the planning area of (i) the actual costs incurred and/or anticipated to be incurred; (ii) that the Sponsor attempted to gain financial participation from the other owners within the planning area; and (iii) that the Sponsor intends to seek reimbursement pursuant to the provisions in this ordinance:

CASP Notice to Owners of Owner's Reimbursement Costs owed Sponsor was sent on May 17, 2017 and April 30, 2024. See Attachment B. Sponsor will Notice and seek additional reimbursable costs as incurred.

8. Map showing the properties to be included in the Zone of Benefit, together with a list of the names, addresses, parcel number, and approximate acreage of all the owners of land within the proposed Zone of Benefit as shown on the latest equalized assessment roll:

See Attachment C.

9. Annexation Costs, the Entitlement Costs, and the City Costs shall be spread among the properties within the Zone of Benefit as follows:

For purposes of reimbursement of costs, costs were allocated among the Participating and Non-Participating owners of the 551.05 acres of chargeable lands. The 225.70 acres of the non-chargeable land (SUHSD, AUSD, Settrini, Igaz, Garcia, Helmers, and Open Space) were either not annexed in to the City, have no developable land, or is land purchased by or reserved for public schools, which is not be included in the acreage when calculating the reimbursement due from Non-Participating Owners as set forth in the amended Reimbursement Ordinance 2590. Sponsor will submit additional reimbursable costs as incurred See Amended Attachment D.

10. The extent to which the Annexation Costs and Entitlement Costs has relieved or will relieve other property owners or developers within the proposed Zone of Benefit of the need to obtain an SOI amendment, annexation, prezoning, prepare or process specific plans, environmental impact reports or other environmental documents, and whether or not the properties within the Zone of Benefit would be required to take such steps in order to receive approval for future development:

As of October 31, 2025, Sponsor East Boronda, LLC (and its predecessors), along with Harrod Construction Company, on behalf of Participating Owner the Christensen Trust, have collectively spent, a total of no less than the verified costs shown **Amended Attachments A and D** which costs have not been paid by the other Non-Participating Owners in the Central Area, but which costs were critical to completing the required CASP area pre-zoning, annexation, environmental review, Specific Plan preparation, and other related land use entitlements, as well as, paying for the legal defense of the City's CASP entitlements for the Central Area, all of which costs and entitlements benefited all of the Owners with developable land within the Central Area, who's land is now subject to and enjoys the benefits of these land use entitlements. Sponsor will submit additional reimbursable costs as incurred.

Harrod/Christensen Trust is given credit for their costs paid in as reflected on **Amended Attachment D** but Harrod/Christensen Trust still owes Sponsor, East Boronda LLC, for Harrod/Christensen Trust's additional proportion of the total costs paid by East Boronda LLC through October 31, 2025.

11. The following individual(s) are to be reimbursed:

East Boronda LLC
c/o Ghandi Macachor, Controller
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

\$3,671,642 as of October 31, 2025 - See Amended Attachment D
Sponsor will submit additional reimbursable costs as incurred.

Attachments:

Amended Attachment A – East Boronda LLC (and its predecessor's) Verified Sponsor Costs as of October 31, 2025

Attachment B – Reimbursement Notices Sent to Central Area Owners

Attachment C - Map of Zone of Benefit Area and list of Owners and Acreages

Amended Attachment D – Verified Sponsor Costs with Owner Reimbursement Cost Allocation as of October 31, 2025

Amended Attachment A

**East Boronda LLC &
its Verified Sponsor
Costs**

II. SUMMARY OF COSTS

A. SUMMARY OF SPONSOR COSTS

The following table summarizes the costs incurred by the Sponsor for the annexation and entitlement of the ZOB.

Cost Category	Amount
Architectural Renderings	\$2,814.75
Market Studies & Reports	3,246.31
Lead Agency Processing Fees	3,532.01
Blueprints, Reprographics & Shipping	7,433.75
In-House Architect	10,958.89
SWPPP Preparation & Compliance	11,246.00
Financing Plan Consultant	11,629.59
Environmental Impact Report	18,875.56
Preliminary Architecture	24,859.52
Concept Landscape Architecture	27,743.84
Preliminary Geotechnical Investigations (Phase 1)	27,958.94
Preliminary Biological / Biotic Studies	42,714.89
Application & Filing Fees	63,275.28
Survey & Mapping	74,361.77
Geotechnical Engineering	99,437.83
Community Design Charrette	109,810.09
School Facilities Consultant	124,662.67
Preliminary Traffic Consultant	214,965.49
Land Planning Consultant	254,258.38
Legal Services – Entitlements	588,240.12
Legal Services – School District Litigation	638,288.92
City of Salinas Fees & Charges	643,944.77
Preliminary Civil Engineering	1,153,703.05
Project Design (Civil & Infrastructure)	1,551,143.02
Interest Accrued	1,624,587.86
Total	\$7,333,693.30

Attachment B

Reimbursement Notices Sent to Central Area Owners

Notice to Owners Regarding Sponsor Reimbursement for Central Area - Future Growth Area Costs

Pursuant to Salinas City Ordinance 2549 and Amendments Thereto.

May 31, 2017*

Pursuant to Salinas City Ordinance 2549, and Amendments thereto, Sponsors, **Thrust IV, Inc. and Harrod Construction Company** (collectively “**Sponsors**”) hereby notify the below Owners that:

1. As of May 31, 2017, Sponsors, including any and all predecessors, have incurred, or anticipate incurring, \$4,807,517.31 in costs for annexation, entitlement, and other related costs for land use entitlements as described in Ordinance 2549, and Amendments thereto, for the Central Area of the Future Growth Area as set forth herein* (“Sponsor Costs”).
2. The below Owners owe Sponsors the proportionate share of Sponsors’ Costs in the amounts set forth below, plus interest from date of expenditure to date of reimbursement*. Sponsors hereby request financial participation from the below Owners.
3. Sponsors are initiating proceedings with the City of Salinas to form a Zone of Benefit pursuant to City Ordinance 2549 for the Central Area of the Future Growth Area to seek reimbursement from the below Owners for the their unpaid Owners’ proportionate share of Sponsors’ Costs as set forth herein, plus interest from date of expenditure to date of reimbursement*.

Sponsor Costs Paid or Anticipated to be Paid As of May 31, 2017*

Thrust IV, Inc.
c/o Hugh Bikle
1975 W. El Camino Real, Ste 100
Mountain View, CA 94040

Costs \$3,728,207.71*

Harrod Construction Company
c/o Ray Harrod, Jr.
365 Victor Street, Suite S
Salinas, CA 93907

Costs \$1,079,309.60*

*Anticipated future Sponsor Costs are estimates and subject to change when actual costs are known. City costs maybe be updated as the City goes through its records re expenses incurred. The above amounts do not include interest owed and such interest will be calculated at the time of payment. If an owner does not participate now, reimbursement will be collected by the City at the time an owner applies for development.

Owners' Required Reimbursement
As of May 31, 2017* - Allocation Sheet Attached

<p>Scagliotti Richard & Joann M. Scagliotti Romans 2000 Trust Pura 2006 Trust 117 N. 1st Street King City, CA 93930 APNs: 153-071-011 153-071-036 153-071-035 153-071-034 Owes \$306,043.40*</p>	<p>Matsui Andrew Toshikkiyo Matsui Matsui 2010 Trust 1645 Old Stage Road Salinas, CA 93908 APNs: 153-091-010 153-091-009 153-091-008 153-091-017 Owes \$1,454,264.60*</p>
<p>Natividad Road, Salinas LLC 1521 Westbranch Dr. #200 Mc Lean, VA 22102 Prior APN: 211-013-004 (New APN: 211-013-013) Owes \$205,428.84*</p>	<p>Noon Larry Noon Harrett Mannina, Jr. 510 N 1st Street #110 San Jose, CA 95112 APN: 153-091-003 Owes \$74,165.26*</p>
<p>Probert/Cordiroli Danny Probert Milton Codiroli 73668 Imnaha Hwy Joseph, OR 97846 APN: 153-091-015 Owes \$1,641,554.23*</p>	<p>Helmers George Helmers 1188 Padre Dr., #101 Salinas, CA 93901 APN: 153-101-005 Owes \$66,748.73*</p>
	<p>Christensen Trust Joseph P. Ferry, Trustee Charitable Trust under the Julia Christensen 1995 Trust, dated July 24, 1995 P. O. Box 222021 Carmel, CA 93922 Prior APNs: 153-091-005 & 153-091-001 (New APNs: 153-091-018; 153-091-019; 153-091- 020; & 153-091-021) Owes \$1,059,312.25*</p>

*Anticipated future Sponsor Costs are estimates and subject to change when actual costs are known. City costs maybe be updated as the City goes through its records re expenses incurred. The above amounts do not include interest owed and such interest will be calculated at the time of payment. If an owner does not participate now, reimbursement will be collected by the City at the time an owner applies for development.

Worksheet All Owner's Share of Costs*

May 31, 2017

(Acres per RJA Assoc., Civil Engineers, Gilroy, CA)

Owners	APN	Acres	% Share	Costs Paid as of May 31, 2017	Share Of Costs Owed	Costs Overpaid (Underpaid)
Participating Owners						
Probert Thrust and Codiroli Trust	153- 091- 015	214.64				
Alisal Elem. School District		-12.01				
Salinas High School District		-15.68				
Open Space		-3.24				
Total Probert and Codiroli Trusts		183.71	34.15%	\$ 3,728,207.71	\$ 1,641,554.23	\$ 2,086,653.48
Christensen Trust	153- 091- 005	73.40				
Christensen Trust	153- 091- 001	76.20				
Santa Rita Elem. School District		-11.40				
Open Space		-19.85				
Total Christensen Trust		118.55	22.03%	\$ 1,079,309.60	\$ 1,059,312.25	\$ 19,997.35
Chargeable Owners Not Participating						
Matsui Trust	153- 091- 010	89.60				
Matsui Trust	153- 091- 009	40.08				
Matsui Trust	153- 091- 008	40.00				
Matsui Trust	153- 091- 017	60.05				
Salinas High School District		-4.40				
Open Space		-52.58				
Total Matsui Trust		162.75	30.25%	\$ -	\$ 1,454,264.60	\$ (1,454,264.60)
Scagliotti	153- 071- 011	8.43				
Scagliotti	153- 071- 036	5.00				
Scagliotti	153- 071- 035	20.86				
Scagliotti	153- 071- 034	3.29				
Open Space		-3.33				
Total Scagliotti		34.25	6.37%	\$ -	\$ 306,043.40	\$ (306,043.40)
Natividad Road, Salinas, LLC		25.42				
Open Space		-2.43				
Total Natividad Road, Salinas, LLC	211- 013- 004	22.99	4.27%	\$ -	\$ 205,428.84	\$ (205,428.84)
Noon	153- 091- 003	9.05				
Open Space		-0.75				
Total Noon		8.30	1.54%	\$ -	\$ 74,165.26	\$ (74,165.26)
Helmers	153- 101- 005	19.30				
Open Space		-11.83				
Total Helmers		7.47	1.39%	\$ -	\$ 66,748.73	\$ (66,748.73)
Total Private Chargeable Lands		538.02	100.00%	\$ 4,807,517.31	\$ 4,807,517.31	\$ (0.00)
Lands NOT Chargeable						
Salinas High School District	211- 013- 004	4.40				
Salinas High School District	153- 091- 006	15.68				
Alisal Elem. School District	153- 091- 007	12.01				
Future Santa Rita Elem. School District	153- 091- 005					
(Currently Bruce Richardson Trust)	153- 091- 001	11.40				
Ignaz Ranches, LLC	211- 013- 010-					
Settrini Ranches, LLC	211- 013- 011-	84.61				
Garcia	211- 013- 007-	0.51				
Open Space Within Chargeable Owners' Lands		93.81				
Total Lands Not Chargeable		222.42				
Total Acres Within Central Area Specific Plan		760.44				

FGA

CASP COSTS 1-1-2001 THRU 8-31-13 ALL OWNERS 5-31-17

*Anticipated future Sponsor Costs are estimates and subject to change when actual costs are known. City costs maybe be updated as the City goes through its records re expenses incurred. The above amounts do not include interest owed and such interest will be calculated at the time of payment. If an owner does not participate now, reimbursement will be collected by the City at the time an owner applies for development.

**NOTICE TO OWNERS REGARDING SPONSOR REIMBURSEMENT
FOR CENTRAL AREA - FUTURE GROWTH AREA COSTS Pursuant to
Salinas City Ordinance 2549 and Amendments Thereto**

April 30, 2024

Pursuant to Salinas City Ordinance 2549, and amendments thereto, Sponsor, **East Boronda, LLC** (“Sponsor”) hereby notifies the below Owners that:

1. As of April 30, 2024, Sponsor and its predecessors, and Harrod Construction Company, on behalf of a Participating Owner, (“HCC”), have incurred \$9,168,900.32 in costs for annexation, entitlement, and other related costs for land use entitlements as described in Ordinance 2549, and amendments thereto, for the Central Area of the Future Growth Area, also known as the Central Area Specific Plan area (CASP), as set forth herein (“CASP Costs”).
2. The below Participating and Non-Participating Owners owe Sponsor and HCC a proportionate share of the CASP Costs in the amounts set forth below, plus interest from the date of expenditure to the date of reimbursement. Sponsor hereby requests reimbursement from the Owners.
3. Sponsor is initiating proceedings with the City of Salinas to form a Zone of Benefit pursuant to City Ordinance 2549, and amendments thereto, for the Central Area of the Future Growth Area to seek reimbursement from the Owners for their unpaid proportionate share of CASP Costs.

**Sponsor and Participating Owner CASP Costs Paid As of
April 30, 2024**

East Boronda, LLC c/o
Robert Bikle 1975 W. El
Camino Real, Ste. 100
Mountain View, CA 94040

Costs \$7,997,903.20

Harrod Construction Company
c/o Ray Harrod, Jr. 365 Victor
Street, Suite S
Salinas, CA 93907

Costs \$1,170,997.12

TOTAL CASP COSTS PAID: \$9,168,900.32

4. CASP Costs and Interest will continue to accrue until such time Owner pays their reimbursement in full and elects to pay all future charges upon invoice. Owners have the right to pay a reimbursement any time prior to the date due. All outstanding unreimbursed CASP Costs shall be due and payable for each Owner's property upon the earlier of (i) a development application for the said Owner's property or (ii) the tenth anniversary following the adoption by the City of the Zone of Benefit Resolution.
5. The CASP Costs identified in this Notice only include interest owed through April 30, 2024. Interest shall continue to accrue and will be calculated at the time of reimbursement payment.
6. City and Sponsor reserve the right to amend CASP Costs from time to time as a result of City review of expenses.

Owners' Share of CASP Cost Allocation & Required Reimbursement
As of April 30, 2024 - Allocation Sheet Attached

East Boronda, LLC

1975 W. El Camino Real, Ste. 100
 Mountain View CA 94040

Prior APN: 153-091-015
 New APNs: 153-091-022; 153-091-023; 153-091-024

Share \$ 2,315,947.10

Paid \$ 7,997,903.20

Overpaid \$ 5,384,115.10

Christensen Trust

Joseph P. Ferry, Trustee
Charitable Trust under the Julia Christensen
1995 Trust, dated July 24, 1995
P. O. Box 222021,
Carmel, CA 93922

Prior APNs: 153-091-005 & 153-091-001
New APNs: 153-091-018; 153-091-019;
153-091-020; & 153-091-021

Share \$ 2,342,707.20
Paid \$ 1,170,997.12 (by Harrod)

Owes \$873,869.08

Scagliotti

Richard & JoAnn M. Scagliotti
Romans 2000 Trust / Pura 2006 Trust
PO Box 705
King City CA 93930

APNs: 153-071-011; 153-071-036;
153-071-035; 153-071-034

Owes \$639,688.12

Hartnell College Foundation

PO Box 2258,
Salinas CA 93902

APNs: 153-091-010; 153-091-009;
153-091-008; 153-091-017

Owes \$3,207,338.89

Natividad Road Salinas LLC

1521 Westbranch Dr. #200
Mc Lean, VA 22102

Prior APN: 211-013-004
New APN: 211-013-013

Owes \$502,654.41

Noon

Larry Noon & Harrett Mannina, Jr.
510 N 1st Street #110 San Jose, CA 95112

APN: 153-091-003

Owes \$160,564.61

Central Area Specific Plan Zone of Benefit
Annexation and Entitlement Costs
East Boronda and Christensen (Harrod) Are Only Participating Owners

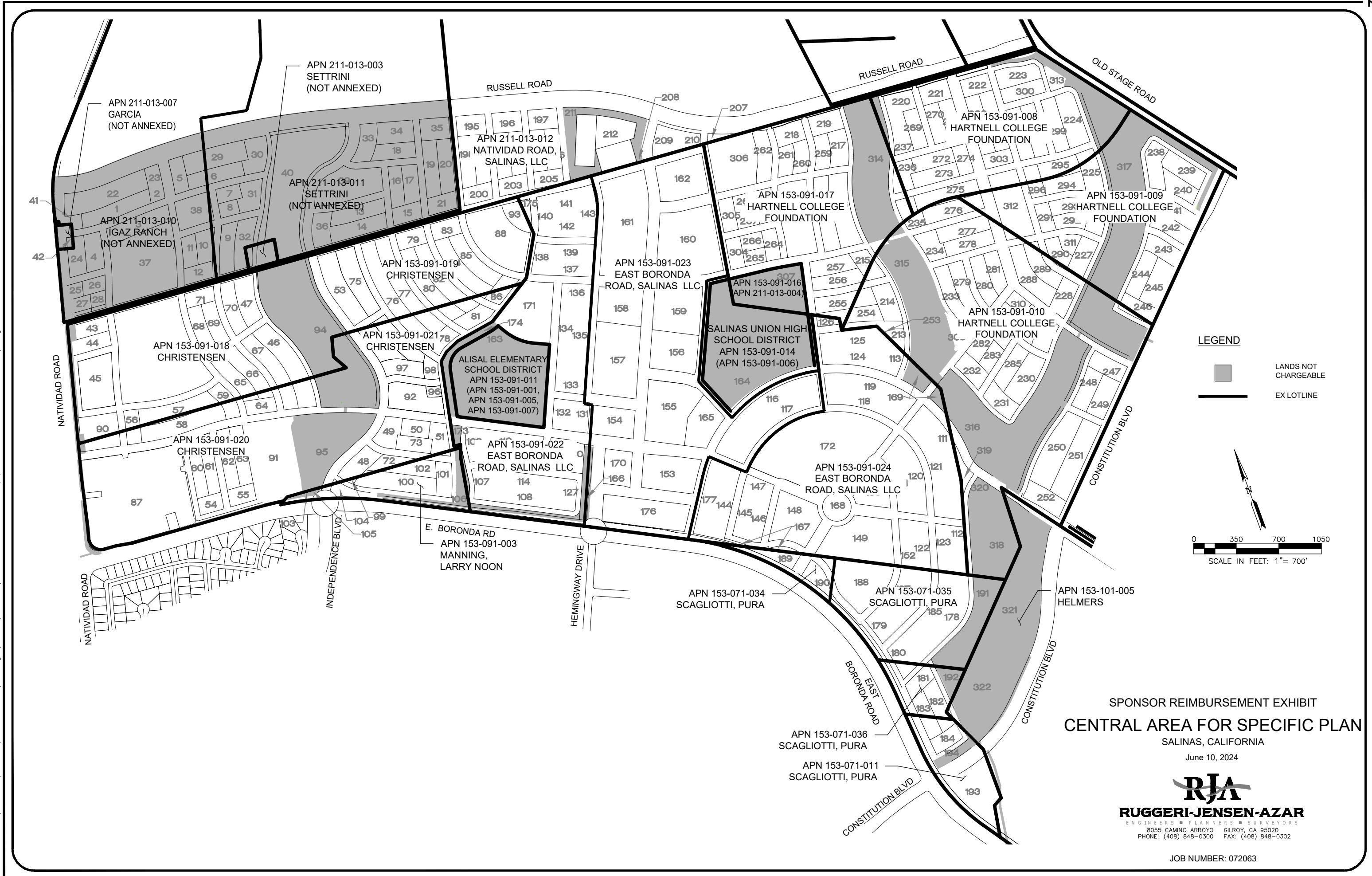
April 30, 2024

(Acres per RJA Assoc., Civil Engineers, Gilroy, CA)

Owners	APN	Acres	% Share	Costs + Interest	Share Of Costs Owed	Calculated Interest Owed	Reimbs to Date	Costs Overpaid (Underpaid)
Participating Owners								
East Boronda, LLC	153-091-022	214.64						
East Boronda, LLC	153-091-023							
East Boronda, LLC	153-091-024							
Alisal Elem. School District		-12.01						
Salinas High School District		-15.68						
Open Space		-3.24						
Total East Boronda, LLC	183.71	33.34%	\$ 7,997,903.20	\$ 2,143,256.90	\$ 172,690.20	\$ 297,841.00	\$ 5,384,115.10	
Christensen Trust / Harrod Homes	153-091-018	45.55						
Christensen Trust / Harrod Homes	153-091-019	31.52						
Christensen Trust / Harrod Homes	153-091-020	50.52						
Christensen Trust / Harrod Homes	153-091-021	30.90						
Open Space		-19.24						
Total Christensen Trust	139.25	25.27%	\$ 1,170,997.12	\$ 1,624,563.30	\$ 718,143.90	\$ (297,841.00)	\$ (873,860.08)	
Chargeable Owners Not Participating								
Hartnell	153-091-010	69.60						
Hartnell	153-091-009	40.08						
Hartnell	153-091-008	40.00						
Hartnell	153-091-017	50.05						
Salinas High School District		-4.40						
Open Space		-53.13						
Total Hartnell	162.20	29.43%	\$	-	\$ 1,892,310.00	\$ 1,315,028.89	\$	-
Scagliotti	153-071-011	8.43						
Scagliotti	153-071-036	5.00						
Scagliotti	153-071-035	20.86						
Scagliotti	153-071-034	3.29						
Open Space		-6.23						
Total Scagliotti	32.35	5.87%	\$	-	\$ 377,412.01	\$ 262,276.11	\$	-
Natividad Road, Salinas, LLC	211-013-013	25.42						
Open Space		0.00						
Total Natividad Road, Salinas, LLC	25.42	4.61%	\$	\$ 296,563.01	\$ 206,091.40	\$	-	\$ (502,654.41)
Noon	153-091-003	9.05						
Open Space		-0.93						
Total Noon	8.12	1.47%	\$	-	\$ 94,732.17	\$ 65,832.44	\$	-
Total Private Chargeable Lands	551.05	100.00%	\$ 8,168,900.32	\$ 6,428,837.38	\$ 2,740,062.94	\$	-	\$ (0.00)
Lands NOT Chargeable								
Salinas High School District	211-013-004	4.40						
Salinas High School District	153-091-006	15.60						
Alisal Elem. School District	153-091-007	12.01						
	153-091-005							
	153-091-001							
Ignaz Ranches, LLC	211-013-010-							
Settrini Ranches, LLC	211-013-011-	84.61						
Garcia	211-013-007-	0.51						
Heimers	153-101-005	11.83						
Open Space Within Chargeable Owners' Lands		98.74						
Total Lands Not Chargeable	225.70							
Total Acres Within Central Area Specific Plan	776.75							

Attachment C

Map of Zone of Benefit Area and list of Owners and Acreages



CHARGEABLE OWNERS	
East Boronda, LLC 1975 W. El Camino Real, Suite 100 Mountain View, CA 94040 <p>Prior APN: 153-091-015 New APNs: 153-091-022; 153-091-023; 153-091-024</p> <p>Acres: 183.71</p>	Hartnell College Foundation PO Box 2258 Salinas, CA 93902 <p>APNs: 153-091-010; 153-091-009; 153-091-008; 153-091-017</p> <p>Acres: 162.20</p>
Scagliotti Richard & JoAnn M. Scagliotti Romans 2000 Trust / Pura 2006 Trust PO Box 705 King City CA 93930 <p>APNs: 153-071-011; 153-071-036; 153-071-035; 153-071-034</p> <p>Acres: 32.35</p>	Natividad Road Salinas LLC 1521 Westbranch Dr. #200 Mc Lean, VA 22102 <p>Prior APN: 211-013-004 New APN: 211-013-013</p> <p>Acres: 25.42</p>
Noon Larry Noon & Harrett Mannina, Jr. 510 N 1 st Street #110 San Jose, CA 95112 <p>APN: 153-091-003</p> <p>Acres: 8.12</p>	Christensen Trust Joseph P. Ferry, Trustee Charitable Trust under the Julia Christensen 1995 Trust, dated July 24, 1995 P. O. Box 222021, Carmel, CA 93922 <p>Prior APNs: 153-091-005 & 153-091-001 New APNs: 153-091-018; 153-091-019; 153-091-020; & 153-091-021</p> <p>Acres: 139.25</p>
OWNERS NOT CHARGEABLE	
Salinas Union High School District 431 W Alisal Street Salinas, CA 93901 <p>Prior APNs: 153-091-006; 211-013-004 New APNs: 153-091-014; 153-091-016</p> <p>Acres: 20</p>	Alisal Elementary School District 1205 E Market Street Salinas, CA 93905 <p>Prior APNs: 153-091-001; 153-091-005; 153-091-007 New APN: 153-091-011</p> <p>Acres: 12.01</p>

<p>Garcia 256 Natividad Road Salinas, CA 93906</p> <p>APN: 211-013-007</p> <p>Acres: 0.51</p>	<p>Helmers 25015 Boots Road Monterey, CA 93940</p> <p>APN: 153-101-005</p> <p>Acres: 11.83</p>
	<p>Settrini 250 Natividad Road Salinas, CA 93906</p> <p>APNs: 211-013-003; 211-013-011</p> <p>Acres: 84.61</p>
OPEN SPACE WITHIN CHARGEABLE LANDS	
Acres: 96.74	

Amended Attachment D

Verified Costs & Allocations

AMENDED ATTACHMENT D

Responsible Owners ¹	Eligible Acres	Percent Allocation	Charge per Acre	Total Charge	Amount to City (0.4%)	Amount to Sponsor
Christensen Trust	139.25	25.27%	\$7,352	\$1,023,817	\$4,095	\$1,019,721
Hartnell College Foundation	162.21	29.44%	\$7,925	\$1,285,519	\$5,142	\$1,280,377
Scagliotti	32.37	5.87%	\$20,909	\$676,817	\$2,707	\$674,110
Natividad	25.42	4.61%	\$20,909	\$531,501	\$2,126	\$529,375
Noon	8.07	1.46%	\$20,909	\$168,734	\$675	\$168,059
Total	367.32	100.00%	\$10,036	\$3,686,387	\$14,746	\$3,671,642

¹ APNs shown in Paragraph 2, above.



City of Salinas

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

Legislation Text

File #: ID#25-623, **Version:** 1

Minutes

Approve minutes of December 9, 2025.



City of Salinas

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

Legislation Text

File #: ID#25-476, Version: 1

Memorandum of Understanding between the City of Salinas and the County of Monterey to Administer and Operate the SHARE Center

Approve a Resolution authorizing the City Manager to execute a new Memorandum of Understanding (MOU) between the City of Salinas (City) and the County of Monterey (County) for joint governance, funding, and operation of the SHARE Center and take all necessary actions to implement its provisions in an amount not to exceed fifty percent of the amount required to administer the program.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2025**

DEPARTMENT: **COMMUNITY DEVELOPMENT**

FROM: **LISA BRINTON, DIRECTOR**

THROUGH: **ORLANDO REYES, ASSISTANT DIRECTOR**

BY: **KAYSHLA LOPEZ, HOMELESS SERVICES MANAGER**

TITLE: **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SALINAS AND THE COUNTY OF MONTEREY TO ADMINISTER AND OPERATE THE SHARE CENTER**

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager to execute a new Memorandum of Understanding (MOU) between the City of Salinas (City) and the County of Monterey (County) for joint governance, funding, and operation of the SHARE Center and take all necessary actions to implement its provisions in an amount not to exceed fifty percent of the amount required to administer the program

EXECUTIVE SUMMARY:

The proposed 2025 MOU establishes a comprehensive five-year framework (FY 2025–2029) for joint administration of the SHARE Center, located at 845 E. Laurel Dr, with two optional five-year renewals. This MOU replaces the original 2018 MOU and 2021 MOU Amendment. The 2025 MOU further strengthens governance by clearly defining City and County responsibilities related to fiscal oversight, procurement, capital improvements, data sharing, dispute resolution and public communications. This agreement formalizes a (50/50) cost sharing structure for the SHARE center operating costs based on funding availability, establishes joint performance reporting aligned with Continuum of Care benchmarks, and introduces defined procedures for capital improvements, maintenance and corrective action. These collaborative protocols are intended to ensure accountability, sustainable service delivery and improved outcomes for unhoused residents. The Monterey County Board of Supervisors is scheduled to consider approval of the MOU on January 13, 2026.

DISCUSSION:

Background

In 2018, the City and County executed the original MOU for the development of a year-round emergency shelter and by 2020, both the Monterey County Board of Supervisors and Salinas City Council adopted the official name of Salinas Housing Advancement, Resources & Education Center (SHARE Center) and secured an operator to manage the daily operations of the facility. The SHARE Center serves as an emergency shelter facility for individuals and families experiencing homelessness for Salinas and Monterey County residents.

In 2021, the MOU was amended to extend the term to continue coordinated oversight and operations. Since then, the SHARE Center has remained a critical resource for unhoused residents offering shelter and case management services. To further strengthen the City/County partnership, increase transparency, and support long-term planning, both entities have prepared a 2025 MOU that replaces the 2018 MOU and 2021 Amendment.

2025 Memorandum of Understanding Key Provisions

The 2025 MOU further establishes the City and County roles and responsibilities to jointly operate, fund, and oversee the SHARE Center, strengthen interagency coordination, clarify roles and responsibilities, and ensure sustainable service delivery. The MOU outlines a five-year framework (FY 2025–2029) for joint administration and financial responsibility. It includes provisions for shared operating costs contingent on funding availability, coordinated reporting and performance monitoring, and joint pursuit of funding opportunities. The MOU also allows for two five-year renewal options, for a total term not to exceed fifteen years (2040).

Key provisions include:

- **County Responsibilities:** Maintain ownership of the property; serve as fiscal lead including compiling and reviewing the proposed annual operations and services budget in coordination with the City; oversee facility maintenance, repairs, and capital improvements necessary to maintain a safe and functional environment; and coordinate environmental, property, and facility-related compliance requirements.
- **City Responsibilities:** Lead the competitive bidding process for selecting a shelter operator every three years, or upon termination of the current operator, in accordance with City procurement requirements; manage RFP documentation, records retention and compliance; collaborate with the County on operator selection, responses to appeals, and contract development; and coordinate City Council and Board of Supervisors approval for operator selection and execution of related agreements.

- **Shared Responsibilities:**

- Equally share (50/50) operating costs, subject to federal, state, and local funding availability.
- Jointly develop of annual budgets, cost reconciliation, and financial reporting.
- Jointly prepare annual reporting, data sharing, and performance monitoring aligned with Continuum of Care benchmarks.
- Jointly pursue funding opportunities and develop contracts with aligned metrics.
- Collaborate on public communications and convene regular operational review meetings with the operator.

The 2025 MOU also outlines compliance with federal and state laws, indemnification and insurance requirements, and dispute resolution procedures. In addition, this MOU establishes formal definitions and procedures for capital improvements versus routine maintenance and repairs. The City and County will jointly develop an annual schedule identifying planned capital improvements, maintenance activities, associated costs, and cost-sharing strategies. The parties agree to meet and confer prior to incurring major or emergency capital expenses and to coordinate repairs to minimize service disruption.

The MOU introduces a structured dispute resolution and corrective action process requiring good-faith administrative negotiation prior to initiation of legal remedies. This framework is intended to ensure continuity of SHARE Center operations while providing both parties a clear pathway for resolving disagreements related to compliance or performance.

Adoption of the 2025 MOU will formalize the City–County partnership, strengthen interagency coordination, and provide a clear governance structure for the SHARE Center. This agreement supports the City’s commitment to addressing homelessness through collaborative, transparent, and sustainable solutions.

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). Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

STRATEGIC PLAN INITIATIVE:

The proposed MOU directly supports the Salinas City Council 2025-2028 strategic goals under Housing. This partnership advances the City's goal to promote housing stability and supportive

services for unsheltered residents and reinforces the City's commitment to promoting equitable access to essential services.

DEPARTMENTAL COORDINATION:

Preparation of this agenda item was led by the Community Development Department (CDD), Housing Division in consultation with the City Manager's and City Attorney's office, and in collaboration with the County of Monterey.

FISCAL AND SUSTAINABILITY IMPACT:

The City and County will equally share operating costs subject to the availability of federal, state, and local funding. Operating costs include, but are not limited to, operator contracts, housing navigation and rapid rehousing services, utilities, maintenance and janitorial services, security, supplies and equipment, and insurance. The total annual operational budget for Fiscal Year 2025-26 is approximately \$3 million and is funded through a combination of City general funds, state contributions and other available resources listed in the table below. Any programmatic expansions or service model changes will be implemented through future operator agreements and funding approvals consistent with the MOU framework. The City will be responsible for the costs related to managing the city-led procurement process. Future operating budgets and funding needs will be brought to the City Council for consideration as part of the City's budgeting processes.

FY 25-26 SHARE Center Funding Sources

Funding Source	Amount
County PLHA	\$ 346,831
County General Fund	\$ 51,086
County HHAP 4	\$ 103,241
County HHAP 5	\$ 798,842
City General Fund	\$ 551,724
City Family Homeless Challenge	\$ 111,560
City ERF 3L	\$1,050,000
Total	\$3,013,284

ATTACHMENTS:

1. Resolution
2. SHARE Center MOU

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

**A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SALINAS AND THE COUNTY OF
MONTEREY FOR THE SHARE CENTER**

WHEREAS, the SHARE Center, serves as a critical resource for individuals and families experiencing homelessness in Monterey County offering emergency shelter and case management services; and

WHEREAS, in 2018 the City and County executed the original MOU for the development of a year-round emergency shelter; and

WHEREAS, in 2021 the MOU was amended to extend the term to continue coordinated oversight and operations; and

WHEREAS, the City and County have negotiated a new Memorandum of Understanding (“MOU”) establishing a five-year framework (FY 2025–2029) for the joint administration, funding, and oversight of the SHARE Center, which supersedes prior agreements; and

WHEREAS, to enhance transparency, accountability, and long-term planning, the MOU outlines City, County, and shared responsibilities related to governance roles, financial responsibilities, procurement, performance reporting, capital improvements, maintenance, data sharing and dispute resolution and collaborative protocols to ensure sustainable service delivery and improved outcomes for unhoused residents; and

WHEREAS, the City will lead the competitive bidding process for selecting a shelter operator every three years, or upon termination of the current operator, in accordance with City procurement requirements; manage RFP documentation, records retention and compliance; collaborate with the County on operator selection, responses to appeals, and contract development; and coordinate City Council and Board of Supervisors approval for operator selection and execution of related agreements; and

WHEREAS, both parties will equally share operating costs (subject to funding availability), partner on the development of annual budgets, reporting and performance monitoring, jointly pursue funding opportunities, and collaborate on public communications and operational reviews; and

WHEREAS, the Monterey County Board of Supervisors also considered approval of the MOU on January 13, 2026; and

WHEREAS, the City Council has determined that this action is not a project under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378. Any

subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves the Memorandum of Understanding between the City of Salinas and the County of Monterey for joint governance, funding, and operations of the SHARE Center; and

BE IT FURTHER RESOLVED that the Salinas City Council hereby authorizes the City Manager, for and on behalf of the City, to execute the MOU and take all necessary actions to implement its provisions. It is estimated that the total amount needed to administer the program is \$3,013,284. The City's share of the program is 50% of the total.

PASSED AND APPROVED this 13th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF MONTEREY

and

CITY OF SALINAS

for

**THE COORINATION OF RESPONSIBILITIES TO ADMINISTER
AND OPERATE THE SHARE CENTER**

Memorandum of Understanding

DECLARATION

This Memorandum of Understanding (MOU) is entered into as of the last date opposite the respective signatures (the “Effective Date”), by and between the CITY of Salinas, a California Charter City and municipal corporation (CITY), the County of Monterey, a political subdivision of the State of California (COUNTY), collectively referred to as “PARTIES”, for the purpose of identifying roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906 owned by the COUNTY with reference to the following facts:

RECITALS

- A. **WHEREAS** on September 25, 2018, the PARTIES entered into an initial MOU for the coordination of responsibilities related to developing a shelter (and develop an affordable housing project for families adjacent to the SITE) and agreed to coordinate their staff to expedite site development and conduct the RFP process for the selection of, and negotiation of agreements with, a future developer and operator for the Shelter; and
- B. **WHEREAS** on May 29, 2019, the COUNTY was awarded \$6,018,100 in funding through the Homeless Emergency Aid Program (“ HEAP”) by the Continuum of Care for Monterey and San Benito County for the construction of a year-round shelter at 845 East Laurel Drive; and
- C. **WHEREAS** on September 15, 2020, the County Board of Supervisors and Salinas City Council formally adopted the name of the Salinas Housing Advancement, Resources & Education Center (“SHARE Center”) for the new Shelter at 845 East Laurel Drive; and
- D. **WHEREAS** on June 22, 2021, the PARTIES extended the MOU to further coordinate their respective staff to effectively administer the operations of the SHARE Center (and develop affordable housing with a focus on families on the Property); and
- E. **WHEREAS** the 2024 Homeless Point-in-Time Count (PIT) mandated by the U.S. Department of Housing and Urban Development and conducted by the local Continuum of Care lead agency revealed that 2,436 people are experiencing homelessness on any given night, representing a 19% increase from 2022; and
- F. **WHEREAS** on November 12, 2024, the County Board of Supervisors adopted a resolution declaring an emergency shelter crisis, renewing their commitment to addressing homelessness in the Monterey County geographic region; and
- G. **WHEREAS** the PARTIES desire to update the terms of the MOU, dated June 22, 2021, to extend the collaboration of the administration and oversight of the operations of the SHARE Center and further define roles and responsibilities; and

H. **WHEREAS** this MOU supersedes all previously approved MOUs regarding the shared financial and administrative roles and responsibilities for the operation of the SHARE Center between the CITY and COUNTY; however, any terms relating to partnerships on affordable housing shall be addressed in a separate MOU.

NOW, THEREFORE, in consideration of the declaration, recitals, mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the PARTIES agree as follows:

ARTICLE 1.0 ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This Memorandum of Understanding (MOU) establishes the roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906.

a. Subject to funding availability, the COUNTY shall:

1. Maintain ownership of the property;
2. Serve as the fiscal lead, compile and review the proposed operations and services budget, and coordinate with the CITY to ensure the budget reflects jointly agreed-upon priorities and cost allocations;
3. Devote sufficient personnel to oversee the maintenance and repairs, including all capital improvements required to maintain a safe and healthy environment for staff and program participants;
4. Any future conveyance of the Property must be authorized by the COUNTY;

b. Subject to funding availability, CITY shall:

1. Devote sufficient personnel to lead and manage a competitive bidding process in accordance with CITY Procurement Policies and Procedures for a shelter operator, in collaboration with the COUNTY, every three (3) years, or in the event of termination of service by the current shelter operator, unless otherwise directed by the County Board of Supervisors and Salinas City Council:
 - i. CITY will receive bids and collaborate with COUNTY to determine adequacy and completeness of RFP process;
 - ii. CITY will document and maintain records associated with the RFP process;
 - iii. CITY will work collaboratively with COUNTY to respond to and RFP questions, comments or appeals.

c. Subject to funding availability, the PARTIES shall:

1. Prior to issuing any Request for Proposals (RFP) for the selection of a service

provider to operate the SHARE Center, City and County staff shall provide written notice to the Board of Supervisors and the Salinas City Council. Execution of any new operator agreement resulting from such solicitation shall be contingent upon the approval of the new operator by the Monterey County Board of Supervisors and the Salinas City Council.

2. Be responsible for 50% of the total operating costs of the SHARE Center which may be covered by federal, state, or local funding. “Operating costs” include, but are not limited to:
 - i. Operator contract(s)
 - ii. Rapid Re-Housing and Housing Navigation
 - iv. Maintenance and janitorial services
 - v. Utilities (electricity, gas, water, internet, etc.)
 - vi. Security
 - vii. Supplies and equipment
 - viii. Insurance
3. Partner with Operator on annual reports to the County Board of Supervisors and City Council. Such reports shall include, but is not limited to:
 - i. Number and demographics of persons served
 - ii. Number of persons housed to permanent housing outcomes
 - iii. Number of persons temporarily housed in other locations (other shelters, transitional housing, bridge, etc.)
 - iv. Bed capacity and occupancy rates by month
 - v. Number of individuals connected to non-cash benefits
 - vi. Number of individuals connected to cash income (employment, SSI/SSDI, etc.)
 - vii. Number of individuals connected to health insurance
 - viii. Average length of stay
 - ix. HMIS compliance
4. Devote sufficient personnel to identify, pursue, and manage state, federal, and local funding and subsequent contracts required to fund the SHARE Center’s daily operations;
5. In the event that anticipated funding is not available or is reduced, the PARTIES agree to enter into good faith negotiations to revise the terms of this MOU;
6. Work collaboratively to develop a transparent and fair formal solicitation of proposals from qualified service providers to operate the SHARE Center, that shall include two (2) representatives from each entity, one member of the Continuum of Care lead agency, and at least one person with lived experience on the rating and ranking panel;
7. Collaborate on drafting contracts with aligned metrics for ongoing operations of the SHARE Center.
8. Align program outcome goals to the Continuum of Care’s established performance benchmarks to achieve a comprehensive approach to addressing homelessness in Monterey County;
9. Partner on public communications, including press releases, media advisories, public statements, social media content, and informational materials related to the SHARE Center;

10. Share data necessary to support program operations, performance monitoring, compliance reporting, and evaluation of the SHARE Center. Shared data may include, but is not limited to:
 - i. Shelter utilization statistics
 - ii. Demographic and needs data (as allowable)
 - iii. Outcome and performance metrics
 - iv. Program budgets and expenditure reports
 - v. HMIS-generated reports (as permitted under applicable data-sharing agreements)
 - vi. Financial reporting and grants management
 - vii. Property and environmental records, reports, studies, and other information related to the facility;
11. Convene monthly meetings with the Operator, or as otherwise mutually agreed upon, to review SHARE Center operations, outcomes, and financial status. Standing agenda topics may include, but are not limited to:
 - i. Review of shelter utilization and performance metrics
 - ii. Review of financial reports and invoices
 - iii. Budget planning and cost reconciliation
 - iv. Updates on grant applications and funding opportunities
 - v. Operational challenges and resolution planning
 - vi. Community engagement and stakeholder feedback
 - vii. Contract compliance and reporting deadlines
12. If there is a disagreement between the PARTIES or their representative(s), the PARTIES shall proceed with resolution as outlined in **Exhibit B: DISPUTES AND CORRECTIVE ACTION** which is incorporated by this reference.

d. Capital Improvements, Maintenance, and Repairs

1. **Definition of Capital Improvements.** Capital Improvements shall mean any permanent additions, structural changes, or upgrades to the SHARE Center facility. Capital Improvements may include, but are not limited to, roof replacement, major HVAC system upgrades, plumbing or electrical overhauls, structural renovations, and significant alterations requiring permits or capital expenditure approval.
2. **Definition of Maintenance and Repairs.** Maintenance and Repairs shall mean routine, periodic, or minor work necessary to keep the facility, its systems, and equipment in good operating condition, including corrective actions to restore functionality without materially extending the facility's useful life. Maintenance and Repairs include janitorial services, landscaping, painting, fixture replacement, minor plumbing or electrical repairs, pest control, and general upkeep.
3. **Schedule of Capital Improvements, Maintenance, and Repairs.** No later than November of each year, the Parties agree to develop an agreed upon schedule of capital improvements, maintenance and repairs, identify costs, and establish a cost sharing strategy to meet the goals and objectives of the schedule.
4. **Coordination and Notification.** Each Party shall promptly notify the other of any condition requiring repair or maintenance to prevent deterioration of the facility or interruption of services. The PARTIES shall coordinate on scheduling such work

to minimize disruption to program operations.

5. **Meet and Confer.** The PARTIES agree to meet and confer regarding cost share prior to incurring any expense related to Capital Improvements or major/extensive emergency Maintenance or Repair.

Section 1.2 Right of Entry

The CITY and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this Agreement. In connection with such entry and investigation, the CITY shall repair and restore any damage it may cause.

ARTICLE 2. GENERAL CONDITIONS

Section 2.1 General Compliance

The PARTIES, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review analysis as applicable to the implementation of the SHARE Center. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

Section 2.2 Five (5) Year Term of MOU

The term of this MOU (the “Term”) shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the “Five (5) Year Term of Use”, as set forth above. Upon expiration of the initial term, the Agreement may be renewed for two (2) additional terms of five (5) years, provided that the PARTIES delivers written notice of its intent to renew no less than one hundred twenty (120) days prior to the expiration of the initial term. Renewal shall be subject to mutual agreement of the PARTIES on any revised terms and conditions, which shall be documented in writing prior to the commencement of the renewal term.

Section 2.3 Termination

This MOU may be terminated by either Party upon one hundred twenty days (120) days advance written notice. Prior to any said termination, the PARTIES shall meet and confer in good faith. In the event of termination of this MOU by either Party, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4

Mutual Indemnification

The PARTIES shall indemnify, defend, and hold harmless the COUNTY and CITY, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the PARTIES and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by either PARTY. It is the intent of the PARTIES to this MOU to provide the broadest possible coverage for the COUNTY and CITY. Either PARTY shall reimburse the other for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the PARTY is obligated to indemnify, defend and hold harmless the COUNTY pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

Section 2.5

Insurance

During the Term of this MOU, the PARTIES shall each secure and maintain the insurance or self-insurance as described in **Exhibit A**.

**ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS**

Section 3.1

Documentation and Record-Keeping

- a. Records to be maintained. The PARTIES shall maintain all records and such records shall include but not be limited to:
 1. Records providing a full description of each activity undertaken.
 2. Records required to document the solicitation and selection of a developer and operator.
 3. Records required by funding agencies related to the implementation of the MOU.
- b. Retention. The PARTIES shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU with the COUNTY for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the SHARE Center.

ARTICLE 4. **PERSONNEL AND PARTICIPANT CONDITIONS**

Section 4.1 Conduct

- a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.
- b. Hatch Act. The PARTIES agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.
- c. Conflict of Interest. The PARTIES each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective agents, employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5. **ENVIRONMENTAL CONDITIONS**

Section 5.1 Applicable Laws and Regulation

The PARTIES agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

- a. Clean Air Act, 42 U.S.C. 7401 through 7414.
- b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.
- c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.
- d. Environmental Protection Agency Lead-Based Paint Regulations.
- e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6. OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the PARTIES.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the PARTIES hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the PARTIES shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the PARTIES may designate in writing from time to time:

COUNTY OF MONTEREY
Attn: Roxanne V. Wilson, County
Homeless Services Director
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

CITY
Attn: Lisa Murphy, Assistant City
Manager
200 Lincoln Avenue
Salinas, CA 93901
Email: lisagm@ci.salinas.ca.us

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may be amended by a written administrative amendment executed by the City Manager or County Administrative Officer or their respective designees, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

This MOU may not be modified, supplemented, or amended unless in writing by the PARTIES. Any modification, supplementation, amendment, or waiver must be signed by all PARTIES.

Section 6.8 Actions by the CITY and COUNTY

Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the CITY or COUNTY, the approval, consent, authorization, or waiver of the City Manager or COUNTY Administrative Officer or their respective designees, shall constitute the approval, consent, authorization or waiver of the CITY/COUNTY without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

Section 6.9 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.10 No Commissions

Each Party represents to the other that it has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.11 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of

California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.14 Recitals

The PARTIES understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:

Exhibit A: Insurance Requirements

Exhibit B: Disputes and Corrective Action

Section 6.16 Authority of Signatories

The individuals executing this MOU on behalf of the PARTIES represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this MOU has been executed by the PARTIES on the day and year written below.

COUNTY OF MONTEREY:	CITY OF SALINAS:
<p>COUNTY Administrative Office, Sonia M. De La Rosa, COUNTY Administrative Officer</p> <p>By:</p> <p>Deborah Paolinelli, Assistant COUNTY Administrative Officer</p> <p>Date: _____</p>	<p>City of Salinas Rene Mendez, City Manager</p> <p>By:</p> <p>Rene Mendez, City Manager</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, COUNTY Counsel</p> <p>By:  Anne Brereton, Deputy COUNTY Counsel</p> <p>Date: 12/3/2025 3:40 PM PST</p>	<p>APPROVED AS TO FORM: City of Salinas Christopher A. Callihan, City Attorney</p> <p>By:  Christopher Callihan</p> <p>Date: 12/5/2025 9:21 AM PST</p>
<p>APPROVED AS TO INSURANCE INDEMNIFICATION PROVISIONS: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, Acting COUNTY Counsel</p> <p>By:  David Bolton, Risk Manager</p> <p>Date: 12/3/2025 4:45 PM PST</p>	

EXHIBIT A: INSURANCE REQUIREMENTS

The PARTIES each certify that they maintain a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. **Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
2. **Auto Liability Coverage:** with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. **Workers' Compensation Insurance:** in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

EXHIBIT B: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a “Dispute”, and collectively referred to as “Disputes”), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between PARTIES shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.
2. PARTIES shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. PARTIES shall continue performance of the MOU activities during such resolution.
 - a. Upon receipt by COUNTY of information regarding a perceived failure by CITY to comply with any provision of this MOU, COUNTY has the right to forward CITY a notice of COUNTY’s intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CITY may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of City’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
 - b. Upon receipt by CITY of information regarding a perceived failure by COUNTY to comply with any provision of this MOU, CITY has the right to forward COUNTY a notice of CITY’S intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COUNTY may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY has the right to require the presence of COUNTY’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
 - c. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.
 - d. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.
3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.
4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.



City of Salinas

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

Legislation Text

File #: ID#25-563, **Version:** 1

CalRecycle Beverage Container Recycling Grant Program Acceptance

Approve a Resolution authorizing the acceptance of CalRecycle funds in the amount of \$205,411; authorizing the City Manager or designee to negotiate and execute grant agreements and all documents necessary to effectuate the grant; and establishing the Fiscal Year 2025-26 appropriation and funding accordingly.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2025**

DEPARTMENT: **PUBLIC WORKS**

FROM: **DAVID JACOBS, DIRECTOR**

TITLE: **CALRECYCLE BEVERAGE CONTAINER RECYCLING GRANT PROGRAM ACCEPTANCE**

RECOMMENDED MOTION:

Staff recommends the City Council approve a Resolution:

1. Authorizing the acceptance of CalRecycle funds in the amount of \$205,411;
2. Authorizing the City Manager or designee to negotiate and execute grant agreements and all documents necessary to effectuate the grant; and
3. Establishing the Fiscal Year 2025-26 appropriation and funding as follows:
 - a. Increase the estimate for revenue from the State Government appropriation by \$205,411; and
 - b. Establish the CalRecycle Grant Program expense appropriation to the Public Works Department in the amount of \$205,411.

EXECUTIVE SUMMARY:

In December 2022, the Sustainability Division of the Public Works Department applied for a grant through the Department of Resource Recycling and Recovery (CalRecycle) to promote beverage container recycling and waste reduction throughout the City of Salinas. The City has been awarded \$205,411 for the project which will secure waste and recycling containers in downtown and fronting Cesar Chavez Library and recycling containers at various City parks. The Department is requesting authorization to accept this grant funding and establish an appropriation and corresponding revenue budget to support grant activities.

BACKGROUND:

On December 13, 2022, City Council approved Resolution No. 22544 authorizing the submission of applications to the California Department of Resources Recycling and Recovery (CalRecycle) grants/payment programs and approved the City Manager, or designee, as the signature authority to execute all documents necessary to implement and secure funding.

CalRecycle administers various grants and payment programs in an effort to reduce, recycle, and reuse solid waste generated in the state. The Beverage Container Recycling Program aims to

achieve a high recycling rate for all aluminum, glass, plastic, and bimetal beverage containers sold in California.

The Sustainability Division was ultimately successful in being awarded a grant in the amount of \$205,411 to promote beverage container recycling and waste reduction throughout the City. The project will incorporate two distinct components including 1) the upgrade of outdated trash/recycling cart corrals and 2) the installation of recycling containers at various City parks.

Trash corrals scheduled to be replaced are located along Salinas St, W Gabilan St, Melody Ln, Lincoln Ave, E Alisal St, Maple St, Station Pl in the downtown area and fronting Cesar Chavez Library. Last year, as part of a pilot project, Staff worked with Library and Community Services (LCS) staff to place 25, 55-gallon blue drums recycling containers, at Central Park, El Dorado Park and Cesar Chavez Park. Staff will continue to work with LCS staff to install recycle bins at 34 parks and two recreation centers.

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.

STRATEGIC PLAN INITIATIVE:

This action supports the Council's goal of promoting "Infrastructure" to improve the condition of the City's streets and sidewalks by reducing litter and promoting recycling.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No, Government Code §84308 does not apply to this item.

DEPARTMENTAL COORDINATION:

The Sustainability Division of the Public Works Department will coordinate with the Parks Division of the Library and Community Services Department to support the implementation of this grant funding. City staff will also work with downtown stakeholders like the Salinas City Center Improvement Association.

FISCAL AND SUSTAINABILITY IMPACT:

Funding from the CalRecycle grant is up to \$205,411, all of which will be used for the implementation of the project. No matching funds are required from the City of Salinas to receive the grant funds and the Resolution authorizes the establishment of an appropriation and corresponding revenue budget to support grant activities.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1000	50.5125-63.6010	Outside services-Other Outside Services	\$0	\$205,411

ATTACHMENTS:

Resolution

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

**RESOLUTION ACCEPTING FUNDS FROM THE CALRECYCLE BEVERAGE
CONTAINER RECYCLING GRANT PROGRAM**

WHEREAS, on December 13, 2022, the City Council approved Resolution No. 22544 authorizing the submission of applications to CalRecycle for grants and payment programs; and

WHEREAS, CalRecycle administers various grants and payment programs in their efforts to reduce, recycle, and reuse solid waste generated in the state; and

WHEREAS, in December 2022, City staff applied to CalRecycle's Beverage Container Recycling Grant Program; and

WHEREAS, on September 21, 2023, CalRecycle approved funding for the City in the amount of \$205,411 which will help the City fund the purchase of waste and recycling containers in the downtown corridor and recycling containers in City parks.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby accepts CalRecycle funds in the amount of \$205,411 to promote beverage recycling and waste reduction throughout the city and authorizes and directs the City Manager and his designee(s) to take whatever additional action necessary to effectuate the intent of this Resolution.

PASSED AND APPROVED this 13th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



City of Salinas

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

Legislation Text

File #: ID#25-602, Version: 1

Amendment to Professional Services Agreement for On-Call Airport Planning and Environmental Consulting with Kimley-Horn and Associates, Inc.

Approve a Resolution authorizing the City Manager to execute an Amendment to the Agreement for Professional Services with Kimley-Horn and Associates, Inc. for airport planning and environmental consultant services to increase the total not-to-exceed amount from \$400,000 to \$750,000 and extend the term to January 31, 2027; and authorizing the appropriation of \$350,000 from the Airport Enterprise Fund Balance.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2026**

DEPARTMENT: **ADMINISTRATION**

FROM: **LISA MURPHY, ASSISTANT CITY MANAGER**

BY: **MATT NELSON, AIRPORT MANAGER**

TITLE: **AMENDMENT TO THE SERVICE AGREEMENT FOR ON-CALL AIRPORT PLANNING CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC.**

RECOMMENDED MOTION:

A motion to approve resolution:

1. Authorizing the City Manager to execute an Amendment to the Agreement for Professional Services with Kimley-Horn and Associates, Inc. for airport planning and environmental consultant services to increase the total not-to-exceed amount from \$400,000 to \$750,000 and extend the term to January 31, 2027; and
2. Authorizing the appropriation of \$350,000 from the Airport Enterprise Fund Balance.

EXECUTIVE SUMMARY:

The City of Salinas entered into an agreement on February 1, 2021, with Kimley-Horn and Associates, Inc. to provide airport planning services which include studies under the broad headings of airport system and master planning, airport noise compatibility planning, environmental assessments, and other related studies.

Due to additional requests within the scope of the on-call planning contract, the airport staff is now requesting additional appropriation totaling \$350,000 to continue with tasks related to these requests. As the City goes through the process of a Request for Qualifications to select an on-call consultant for the next five years, Kimley-Horn and Associates will be able to complete work-in-progress with a 1-year extension to January 31, 2027.

BACKGROUND:

The Airport has employed consultants in the past to assist with various airport-related capital projects. The Airport requires the use of on-call consultants for their design and planning expertise and knowledge of frequently changing Federal Aviation Administration (FAA) regulations and standards.

On November 30, 2020, a Request for Qualifications for services related to Airport Planning and Environmental Consultant Services was issued. After reviewing the applications based on the City procurement policy and FAA guidance, Kimley-Horn was selected, and the City entered into an

agreement on February 1, 2021, with a termination date of January 31, 2027. The City is currently in the process of releasing a new Request for Qualifications for the next five years, but the process will not be complete prior to January 31, 2026.

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).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

Yes, this item does apply to California Government Code §84308/Levine Act.

STRATEGIC PLAN INITIATIVE:

This item relates to the Council's Goal of Infrastructure and Environmental Sustainability and Public Safety by investing in the Salinas Municipal Airport.

DEPARTMENTAL COORDINATION:

The process of administering these particular projects involves Finance and the Legal Departments. The Finance Department will administer the proper disbursement of funds, and the Legal Department will review pertinent documents/contracts to ensure compliance with applicable laws and regulations. The majority of the coordination is within the City Manager's Department to execute the agreement.

FISCAL AND SUSTAINABILITY IMPACT:

The funding for this contract will come from the department's Airport Enterprise Fund Balance to complete this work.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
6100	50.5340-63.5900	Other Professional Services	\$19,511	\$350,000

ATTACHMENTS:

- Resolution

**AMENDMENT TO AGREEMENT
BETWEEN CITY OF SALINAS AND KIMLEY HORN AND ASSOCIATES, INC.**

This Amendment to the Professional Services Agreement (the “Amendment”) is entered into this 13th day of January 2026, by and between the City of Salinas (the “City”) and KIMLEY HORN AND ASSOCIATES, INC., (the “Contractor”),

RECITALS

WHEREAS, the City and Contractor first entered into a Professional Services Agreement effective February 1, 2021, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor desire to amend the Agreement increasing to increase the total amount of compensation to be paid under the Agreement and to extend the term of the Agreement.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 3 of the Agreement is amended to increase the total not-to-exceed amount of compensation to be paid under the Agreement from \$400,000 to \$750,000.
2. Section 2 of the Agreement is amended to extend the term of the Agreement through January 31, 2027.
3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

SIGNATURES ON ATTACHED PAGE

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

- Christopher A. Callihan, City Attorney
- Rhonda Combs, Assistant City Attorney

[STAFF: INSERT CONTRACTOR'S LEGAL NAME]

Printed name: _____
Title: _____

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

**A RESOLUTION APPROVING THE AMENDMENT BETWEEN
THE CITY OF SALINAS AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR AIRPORT PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES
FOR THE SALINAS MUNICIPAL AIRPORT**

WHEREAS, the City of Salinas (“City”) requires the services of a qualified Airport Planning and Environmental Consultant Services firm to provide consulting services to support improvement projects at the Salinas Municipal Airport; and

WHEREAS, the City and Kimley-Horn and Associates, Inc. first entered into an agreement on February 1, 2021, to provide airport planning services, including master planning, noise compatibility planning, environmental assessments, and related studies.

NOW, THEREFORE, BE IT RESOLVED by the Salinas City Council that the City Manager is hereby authorized to execute an amendment to the Professional Services Agreement between the City of Salinas and Kimley-Horn Associates, Inc., to provide Airport Planning and Environmental Consultant Services associated with improvement projects at the Salinas Municipal Airport, increasing the total not-to-exceed amount from \$400,000 to \$750,000;

BE IT FURTHER RESOLVED that the City Council authorizes the appropriation of \$350,000 from the Airport Enterprise Fund Balance; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute extensions and/or modifications to the Agreement and to take whatever additional action may be necessary to effectuate the intent of this resolution.

PASSED AND APPROVED this 13th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

(signatures on following page)

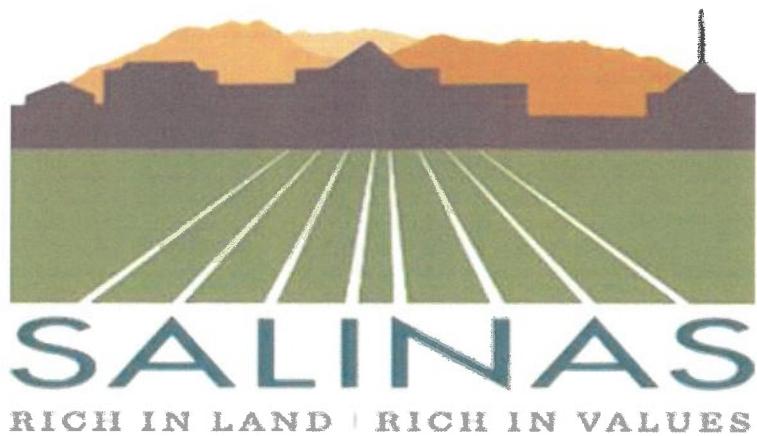
APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND KIMLEY-
HORN AND ASSOCIATES, INC.



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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 1st day of February, 2021, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **Kimley-Horn and Associates, Inc.**, a North Carolina Corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, in compliance with Federal Aviation Administration policies for selecting consultants to complete architectural, engineering, and planning services for airport grant projects, on November 31, 2020 a Request for Qualifications (RFQ) for services related to Airport Planning and Environmental Consultant Services was issued and advertised on the City’s website, and Planet Bids; and

WHEREAS, the review panel comprised of four City Staff and two Airport Commissioners selected C&S Engineers, Inc. and Kimley-Horn and Associates, Inc. as the most qualified firms; and

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 C and Exhibit D**, attached hereto and incorporated herein by reference.

2. Term; Completion Schedule. This Agreement shall commence on February 1, 2021 and shall terminate on January 31, 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 **four hundred thousand dollars (\$400,000)**.

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) **Brett Godown, Airport 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 hold harmless, defend, and indemnify City and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, 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:

Erin Sheelen, AICP
Kimley-Horn and Associates, Inc.
1615 Bunker Hill Way, Suite 200
Salinas, California 93906
Tel: 669-800-1985
Email: Erin.Sheelen@kimley-horn.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

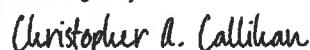
DocuSigned by:


Steve Carrigan

04396AE449083410...
Steve Carrigan
City Manager

APPROVED AS TO FORM:

DocuSigned by:


Christopher A. Callihan

1805470BC6A340F...
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONSULTANT

DocuSigned by:


Pearse Melvin

FC91571D4FB0442...
Pearse Melvin
Vice President

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.

Exhibit B- Hourly Labor Costs

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$110 - \$145
Professional	\$145 - \$185
Senior Professional I	\$190 - \$245
Senior Professional II	\$240 - \$270
Senior Technical Support	\$115 - \$190
Support Staff	\$85 - \$105
Technical Support	\$100 - \$135

Effective through June 30, 2021

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

 Kimley-Horn.com 1615 Bunker Hill Way, Suite 200 Salinas, CA 93906 831.783.0352

Exhibit C- Scope of Work

1. Planning Services

Aviation planning services include studies under the broad headings of airport system and master planning, airport noise compatibility planning, environmental assessments, and related studies.

Aviation planning services include, but are not limited to, the following activities:

- a. Airport data collection and facility inventories.
- b. Aeronautical activity forecasts and demand/capacity analyses.
- c. Facility requirements determination.
- d. Airfield modeling for capacity and delay.
- e. Airport layout and terminal area plan development.
- f. Airport noise studies under 14 CFR Parts 150 and 161.
- g. Compatible land-use planning in the vicinity of airports.
- h. Site selection studies.
- i. Airport development schedules and cost estimates.
- j. Airport financial planning and benefit cost analysis.
- k. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
- l. Preparation of or updating of the airport layout plan.
- m. Airspace analysis.
- n. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.
- o. Other planning tasks as required.

2. Environmental Services

Comprehensive environmental consulting and compliance services consistent with all federal, state, and local environmental regulations including, but not limited to the following:

- a. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
- b. Petroleum storage tank (underground and aboveground) and related infrastructure services
- c. Environmental forensics
- d. Stormwater pollution prevention plan (SWPPP) and spill prevention, control, and countermeasure plan (SPCC) compliance (including training and other activities)
- e. Hazardous materials management
- f. Wildlife hazard management and mitigation
- g. Analytical laboratory services
- h. Other environmental services as may be required

3. Specialized Services

- a. Project design services for both FAA grant eligible and non-FAA grant eligible projects.
- b. AIP grant administration.
- c. Maintenance and implementation of the Airport five-year ACIP including airport infrastructures, facility plans, storm water management plans, utilities plans, and pavement maintenance plans.
- d. Other specialized services as required.
 - 1. Preparation of property maps.

2. Preparation of quality control plan.
3. Preparation of final report.

Exhibit D- Airport Capital Improvement Plan (ACIP)

SALINAS MUNICIPAL AIRPORT AIRPORT CAPITAL IMPROVEMENT PROGRAM (2021-2026)			
DATE 11/12/2020 :			
Airport: Salinas Municipal Airport (SNS)	NPIAS No.: 3-06-0206	LOC ID: SNS	
Project Description	Total Funds	Start Date	Completion Date
Master Plan Update with Obstruction Survey	\$600,000	Jun-21	Mar-24
Airport Pavement Management System (APMS) Update	\$107,500	Jun-21	Mar-22
Total (FY2021)	\$707,500		
Design Apron Pavement Rehabilitation	\$275,000	Jun-22	Oct-23
Total (FY2022)	\$275,000		
Construction -Apron Pavement Rehabilitation, Phase I	\$1,006,500	Jun-23	Mar-24
Total (FY2023)	\$1,006,500		
Construction -Apron Pavement Rehabilitation, Phase II	\$1,156,000	Jun-24	Mar-25
Total (FY2024)	\$1,156,000		
Design Airfield Signage and Runway Lighting Upgrades	\$200,000	Jun-25	Dec-26
Design Perimeter Road Pavement Rehabilitation	\$150,000	May-25	Dec-26
Total (FY2025)	\$350,000		
Total (F2021-2025)	\$3,495,000		



City of Salinas

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

Legislation Text

File #: ID#25-608, **Version:** 1

Surplus Vehicles and Equipment for Disposal

Approve a Resolution pursuant to Salinas Municipal Code section 12-15 declaring vehicles and equipment surplus and authorizing their disposal.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: JANUARY 13, 2026

DEPARTMENT: PUBLIC WORKS - FLEET MAINTENANCE DIVISION

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: TERRY MILLEMAN, FLEET MANAGER

TITLE: SURPLUS VEHICLES AND EQUIPMENT FOR DISPOSAL

RECOMMENDED MOTION:

A motion to approve a resolution pursuant to Salinas Municipal Code section 12-15 declaring vehicles and equipment surplus and authorizing their disposal.

EXECUTIVE SUMMARY:

City Council is authorized pursuant to Salinas Municipal Code Section 12-15 to declare City vehicles, equipment, and other City-owned property no longer suitable for public use as surplus and to authorize their disposal through contracted auction services.

BACKGROUND:

The Fleet Division has identified vehicles and equipment that need to be sold at auction or otherwise disposed of. Following here, and attached to the resolution, is a list of vehicles and equipment that are recommended for auction or disposal:

Year	QTY	Make	Model	Vin/Serial	Auction/Scrap	Unit #
2006	1	FORD	E-SERIES VAN	1FTSE34L46DB36925	AUCTION	PW 68
2007	1	FORD	EXPEDITION	1FMFK16527LA42509	AUCTION	UT101 42509
2008	1	FORD	F-250 TRUCK	1FTSX21568EA09195	AUCTION	BAT2 9195
2016	1	CHEVY	MALIBU	1G11C5SA0GF135283	AUCTION	POL 428A
2016	1	CHEVY	MALIBU	1G11C5SA0GF117236	AUCTION	POL 430A
2016	1	CHEVY	MALIBU	1G11C5SA1GF119416	AUCTION	POL 431A
2005	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH5505P044141	AUCTION	POL S346
2005	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH5575P044153	AUCTION	POL S347
2005	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH5525P044142	AUCTION	POL S348

<u>Year</u>	<u>QTY</u>	<u>Make</u>	<u>Model</u>	<u>Vin/Serial</u>	<u>Auction/Scrap</u>	<u>Unit #</u>
2007	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH6108S044153	AUCTION	POL S349
2017	1	CHEVY	TAHOE PD	1GNNLCDEC5HR207903	SCRAP	POL 373W
2024	10	UPFIT SCRAP	EXPLORER REAR SEATS	N-A	AUCTION	N-A
1996	1	LINCOLN	GENERATOR	U1960306181	AUCTION	N-A
1954	1	CRAFTSMAN	GRINDER	1157575	AUCTION	N-A
1981	1	ROCKWELL	DRILL PRESS	N-A	AUCTION	N-A
1998	1	ZEP 906201	PARTS WASHER	SER# 8054276	AUCTION	N-A
1996	1	MOHAWK	9K POUND LIFT	SER# 9601044	AUCTION	N-A
1996	1	ROTARY	9K POUND LIFT	SAD96D0251	AUCTION	N-A

The Police Department has eight (8) vehicles identified for surplus. POL-373W sustained extensive damage because of an accident, and the cost of repairs exceeds the vehicle's value. POL S346, POL S347, POL S348, and POL S349 are aging parking enforcement vehicles that are no longer in service and have mechanical issues with repair costs exceeding their value. POL-428A, POL 430A, and POL-431A are unmarked units that have already been replaced. POL 373W will be disposed of through A&S Metals, and all the other PD vehicles will be sold at auction.

The Fire Department has (2) vehicles that need surplus. These two vehicles UT101 42509 and BAT2 9195 have exceeded their useful life and have already been replaced with new units. These units will be sold at auction.

The Library and Community Services Department has one (1) vehicle. PW-68 has exceeded its useful life and has already been replaced. This vehicle will be sold at auction.

The Public Works Department has equipment that needs surplus. The rear seats from ten Explorers were removed during the conversion of the vehicles into police patrol units to accommodate prisoner transport installations. As a result, these removed seats no longer have any operational use for the City. The 1996 Lincoln generator is an older generator that has been replaced. The 1954 Craftsman grinder and the 1981 Rockwell drill press were replaced for not meeting OSHA safety standards. The 1998 ZEP parts washer was replaced due to employee safety. Both vehicle lifts have already been replaced due to exceeding their useful life and their posing a safety risk to staff. All these items will be sold at auction.

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).

DEPARTMENT COORDINATION:

Disposal of surplus property requires staff time from Finance Purchasing Division, Police Department, Administration Divisions, Fire Department, Library, Maintenance and Public Works Vehicle Maintenance Division.

Vehicle maintenance personnel must remove City equipment and decals from the vehicles. Public Works Vehicle Maintenance Division makes minor repairs on the vehicles to get them operational for better sale value. Fleet Maintenance coordinates and lists the sale with the auction companies.

STRATEGIC PLAN INITIATIVE:

Disposing of vehicles and equipment not suitable for City use supports City Council goal of “Ensuring fiscal responsibility and financial management.”

FISCAL AND SUSTAINABILITY IMPACT:

The sale of the identified surplus should generate approximately \$25,000 to \$30,000 in revenue which will be to the benefit of the City’s General Fund.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1000	00.0000-57.8020	Other Revenue Surplus Property	N/A	N/A

ATTACHMENTS:

Resolution

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

**A RESOLUTION DECLARING CITY VEHICLES AND EQUIPMENT
SURPLUS AND AUTHORIZING THEIR DISPOSAL**

WHEREAS, the City of Salinas needs to dispose of surplus vehicles, equipment, and other city property no longer suitable for City use; and

WHEREAS, City Council has the authority to declare City property and equipment surplus and to authorize the disposal of such property and equipment pursuant to Section 12-15 of the Salinas Municipal Code; and

WHEREAS, utilizing auction companies is more efficient than the traditional method of annual public auction; and

WHEREAS, Vehicle Maintenance and Purchasing will determine best course of action for disposal through contracted auction or disposal companies.

NOW, THEREFORE, BE IT RESOLVED by the Salinas City Council that the items on the Surplus Vehicles and Equipment list attached to this Resolution are hereby declared as surplus and may be disposed of in the most efficient manner through auction companies or disposal by the Purchasing Officer and Vehicle Maintenance staff.

PASSED AND APPROVED this 13th day of January 2026 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

Attachment: Surplus Vehicles and Equipment list

<u>Year</u>	<u>QTY</u>	<u>Make</u>	<u>Model</u>	<u>Vin/Serial</u>	<u>Auction/Scrap</u>	<u>Unit #</u>
2006	1	FORD	E-SERIES VAN	1FTSE34L46DB36925	AUCTION	PW 68
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2016	1	CHEVY	MALIBU	1G11C5SA1GF119416	AUCTION	POL 431A
2005	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH5505P044141	AUCTION	POL S346
2005	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH5575P044153	AUCTION	POL S347
2005	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH5525P044142	AUCTION	POL S348
2007	1	INTERCEPTOR	GO-4 PARKING ENFORCEMENT	2W9MPH6108S044153	AUCTION	POL S349
2017	1	CHEVY	TAHOE PD	1GNLCDEC5HR207903	SCRAP	POL 373W
2024	10	UPFIT SCRAP	EXPLORER REAR SEATS	N-A	AUCTION	N-A
1996	1	LINCOLN	GENERATOR	U1960306181	AUCTION	N-A
1954	1	CRAFTSMAN	GRINDER	1157575	AUCTION	N-A
1981	1	ROCKWELL	DRILL PRESS	N-A	AUCTION	N-A
1998	1	ZEP 906201	PARTS WASHER	SER# 8054276	AUCTION	N-A
1996	1	MOHAWK	9K POUND LIFT	SER# 9601044	AUCTION	N-A
1996	1	ROTARY	9K POUND LIFT	SAD96D0251	AUCTION	N-A



City of Salinas

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

Legislation Text

File #: ID#25-617, **Version:** 1

Reorganization, Modification to the Classification - Salary Schedule, Reclassification, and Workforce Allocation Adjustment

Approve a Resolution modifying the Classification - Salary Schedule to add the classification of Public Works Division Manager; approve the recommended reclassification associated with the Public Works Department reorganization; amend the FY 25-26 workforce for the Public Works Department; and adjust the salary ranges for Junior Engineer, Assistant Engineer, Associate Engineer, Sr. Civil Engineer, and the vacant Deputy City Engineer.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2026**

DEPARTMENT: **HUMAN RESOURCES**

FROM: **RENÉ MENDEZ, CITY MANAGER**

BY: **MARINA HORTA-GALLEGOS, HUMAN RESOURCES DIRECTOR**
PATRICIA PEÑALOZA, HUMAN RESOURCES MANAGER

TITLE: **REORGANIZATION, MODIFICATION TO THE CLASSIFICATION – SALARY SCHEDULE, RECLASSIFICATION, AND WORKFORCE ALLOCATION ADJUSTMENT**

RECOMMENDED MOTION:

It is recommended that the City Council approve a Resolution modifying the Classification – Salary Schedule to:

1. Add the classification of Public Works Division Manager;
2. Approve the recommended reclassification associated with the Public Works Department re-organization;
3. Amend the FY 25-26 workforce for the Public Works Department; and
4. Adjust the salary ranges for Junior Engineer, Assistant Engineer, Associate Engineer, Sr. Civil Engineer, and the vacant Deputy City Engineer.

EXECUTIVE SUMMARY:

Staff recommends that the City Council approve the attached Resolution modifying the Classification – Salary Schedule to include the classification of Public Works Division Manager, approve the recommended reclassification in the Public Works Department, and approve one additional Public Works Division Manager to oversee the newly created Inspection division. Lastly, approve the proposed salary range adjustments for the Junior Engineer, Assistant Engineer, Associate Engineer, Sr. Civil Engineer, and vacant Deputy City Engineer.

BACKGROUND:

Since 2020, the Human Resources Department has conducted eight recruitment efforts for the Sr. Civil Engineer classification. Although qualified candidates were identified and conditional offers of employment—including a \$20,000 hiring incentive—were extended, the Public Works Department continues to experience vacancies in these critical positions. These vacancies have placed increased strain on existing staff and contributed to limited supervisory capacity.

In response, the Human Resources Department collaborated with the Public Works Department to evaluate the current organizational structure and identify areas of opportunity, improve efficiencies, and better align programs and functions.

Staff recommend adding the unlicensed classification of Public Works Division Manager to the Classification-Salary Schedule. This classification will provide greater flexibility in filling leadership vacancies, particularly where professional licensure is not immediately required but operational and supervisory skills are essential. This also creates a clear promotional pathway for incumbents to flex to the Senior Civil Engineer classification upon obtaining a Professional Engineer license.

The Assistant Engineer in Development Engineering has assumed day-to-day oversight responsibilities of the division since February 2024. It is recommended to reclassify the incumbent to Public Works Division Manager to recognize the level of responsibility being performed, align the classification with actual duties, and support operational needs of the division. This recommendation is consistent with section 3.9 (D) of the Personnel Manual which provides, “Reclassification is generally necessitated through organization modification. Generally, reclassification will result from: 1. Significantly changed duties and responsibilities, necessitating a modification of the pay range and title of the position. 2) Reorganization of a department, or division of a department...”. The salary increase for this position is \$10,870.

It is also recommended to add one additional Public Works Division Manager to oversee a newly created Inspection Division. Consolidating all inspection-related functions, including labor compliance, into a single division will improve coordination and scheduling and enhance accountability. The salary for this position is \$219,335.

Lastly, it is recommended to adjust the salary ranges for Junior Engineer, Assistant Engineer, Associate Engineer, Sr. Civil Engineer, and vacant Deputy City Engineer to improve market competitiveness, enhance the City's ability to recruit and retain qualified engineering professionals, and reduce reliance on incentives and prolonged recruitment efforts. The City of Salinas has historically been below market in base wages for its Junior Engineer, Assistant Engineer, Associate Engineer, Sr. Civil Engineer, and Deputy City Engineer classifications which have contributed to the department's continued struggle to remain competitive and retain engineers; specifically, Sr. Civil Engineers. The salary adjustment increases range from \$9,036 to \$16,432.

As part of the reorganization, the National Pollutant Discharge Elimination System (NPDES) Manager and Stormwater Analyst will be reassigned to the existing Sustainability division. This better aligns program and sustainability initiatives and improves program oversight.

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:

The proposed action supports the City Council 2025 Strategic Goal of City Services, ensuring fiscal responsibility and finance management.

DEPARTMENTAL COORDINATION:

The Human Resources Department collaborated with the Public Works and Finance departments in this effort.

FISCAL AND SUSTAINABILITY IMPACT:

The estimated increase for all staffing changes in FY 2025-26 is \$181,734 and the ongoing cost is \$363,467. Staff will recommend the appropriation of funds during the Mid-Year Budget process.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1000-1200	Public Works Department	Salaries & Benefits	\$0	\$181,734

ATTACHMENTS:

Exhibit – A Salary Schedule
Resolution

<u>Exhibit A</u>														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
26	26.5036	Junior Engineer	38.6325	6,696	40.5642	7,031	42.5924	7,383	44.7220	7,752	46.9581	8,139	49.3060	8,546
26	26.5031	Assistant Engineer	42.6755	7,397	44.8092	7,767	47.0497	8,155	49.4022	8,563	51.8723	8,991	54.4659	9,441
15	15.5021	Associate Engineer	51.5726	8,939	54.1512	9,386	56.8587	9,856	59.7017	10,348	62.6868	10,866	65.8211	11,409
15		Public Works Division Manager	61.3714	10,638	64.4399	11,170	67.6619	11,728	71.0450	12,314	74.5973	12,930	78.3271	13,577
15	15.5011	Senior Civil Engineer	64.4400	11,170	67.6619	11,728	71.0450	12,314	74.5973	12,930	78.3272	13,577	82.2435	14,256
15	15.5010	Deputy City Engineer	67.6620	11,728	71.0450	12,314	74.5972	12,930	78.3271	13,577	82.2435	14,256	86.3556	14,968

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

**RESOLUTION AMENDING THE CLASSIFICATION - SALARY SCHEDULE,
REORGANIZATION, RECLASSIFICATION, AND WORKFORCE ADJUSTMENT**

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the Classification-Salary Schedule previously adopted by the City Council by Resolution is hereby amended to include the classification of Public Works Division Manager; the salary ranges for Junior Engineer, Assistant Engineer, Associate Engineer, Sr. Civil Engineer, and Deputy City Engineer are adjusted as recommended; the reclassification associated with the Public Works Department reorganization is approved; and the workforce of the Public Works Department shall reflect one additional Public Works Division Manager.

Attached as Exhibit A is the amended Classification - Salary Schedule.

PASSED AND APPROVED this 13th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



City of Salinas

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

Legislation Text

File #: ID#25-621, **Version:** 1

Fire Supervisors Association Memorandum of Understanding, Modification to Classification-Salary Schedule

Approve a Resolution authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the Fire Supervisors Association (FSA), for a term ending on December 31, 2026, and approving modification to the Classification - Salary Schedule for the wage adjustments.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2026**

DEPARTMENT: **ADMINISTRATION**

FROM: **RENE MENDEZ, CITY MANAGER**

BY: **MARINA HORTA-GALLEGOS, HUMAN RESOURCES DIRECTOR**

TITLE: **FIRE SUPERVISORS ASSOCIATION MEMORANDUM OF
UNDERSTANDING; MODIFICATION TO CLASSIFICATION-
SALARY SCHEDULE**

RECOMMENDED MOTION:

A motion authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the Fire Supervisors Association (FSA), for a term ending on December 31, 2026, and approving modifications to the Classification – Salary Schedule for the wage adjustments.

EXECUTIVE SUMMARY:

It is recommended that the City Council approve a Resolution authorizing the City Manager to sign a new Memorandum of Understanding with the FSA and authorizing modifications to the Classification – Salary Schedule.

BACKGROUND:

The MOU between the City and the FSA expired on December 31, 2025. Representatives of the City and FSA met and conferred in good faith through the collective bargaining process and have reached a tentative agreement on the terms of a new MOU consistent with the City Council direction. The attached MOU between the City and FSA is the result of several weeks of negotiation between the parties. Highlights of the MOU changes include the following:

- Term: One year (January 1 - December 31, 2026)
- Wages: 3% salary increase effective January 19, 2026; additional 1% increase for the Deputy Fire Chief and Fire Division Chiefs effective January 19, 2026
- Tuition assistance: Increase from \$1,000 to \$2,000
- Uniform allowance: Increase from \$1,200 to \$2,000
- On-call pay: Increase from \$3 to \$5 per hour
- Bilingual premium: Maintain 5% for all eligible members
- Health insurance premium: Revised cost sharing based on PORAC plan
- Other Terms: Language/process clean-up

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:

The proposed action meets the City Services Council goal ensuring fiscal responsibility and financial management.

DEPARTMENTAL COORDINATION:

Administration, Finance, Human Resources, and Legal collaborated in this process.

FISCAL AND SUSTAINABILITY IMPACT:

The projected cumulative cost of the FSA adjustments over the term of the MOU is approximately \$55,842 in FY 2025-26 (6 months) and \$55,842 in FY 2026-27 (6 months).

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1000	Fire Department (FSA)	Salaries and Benefits	\$0	\$55,842

ATTACHMENTS:

Resolution
FSA Tentative Agreement
FSA Memorandum of Understanding

RESOLUTION NO.

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE FIRE SUPERVISORS ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING AND AUTHORIZING MODIFICATION TO THE CLASSIFICATION – SALARY SCHEDULE

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the City Manager is hereby authorized and directed for and on behalf of the City of Salinas to sign the Memorandum of Understanding for the Fire Supervisors Association and authorizing the corresponding modification to the Classification – Salary Schedule.

PASSED AND APPROVED this 13th day of January, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
THE FIRE SUPERVISORS ASSOCIATION**

SECTION 1 – PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (“City”) and the Fire Supervisors Association (“Association” or “FSA”). This Memorandum of Understanding applies to all regular personnel in Job Classifications found in Appendix A attached hereto (“Unit”). This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act (“MMBA”), and the City of Salinas Charter and Municipal Code.

SECTION 2 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City rights and employee rights as indicated under Municipal Code Chapter 25, Sections 31 and 32, and all applicable State or Municipal laws, the City Personnel Rules and Regulations and Personnel Manual, and the rights of the City Council are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum of Understanding. Further, the City reserves all the rights, powers, and authority customarily exercised by the City except as otherwise specifically designated or modified by express provisions of this Memorandum of Understanding.

SECTION 3 - PAST PRACTICES

The parties agree that this Memorandum of Understanding supersedes any past practice covered by this Memorandum of Understanding and any other written agreement between the parties prior to this Memorandum of Understanding.

SECTION 4 - NO DISCRIMINATION

The City and the Association will cooperate in pursuing a policy of no discrimination. Unit employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including wages, hours, and other terms and conditions of employment. No such employee shall be interfered with, restrained, coerced or discriminated against by the City or the Association because of his/her exercise of the rights established by law.

SECTION 5 - RECOGNITION MATTERS

A. Recognition

The Association has been recognized pursuant to the provisions and limitations of

Government Code Section 3500 through 3510 and the City Ordinance No. 2000 and Resolution No. 12542 as the recognized employee organization for full-time regular employees assigned to certain classifications designated in Appendix A. The Association shall have the right to represent said employees in all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment except that such right does not extend to meeting and conferring or consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

B. Dues Collection

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions to be deducted from the pay of employees who voluntarily authorized such deductions in writing as certified by the Association to the City. Such deductions shall be made in a lump sum on a monthly basis and shall be so remitted to the Association. The City shall not deny consent for reasonable payroll deductions, nor shall the Association unreasonably request payroll deductions.

The Association shall indemnify and defend and hold the City of Salinas harmless against any claims made and against any suit instituted against the City of Salinas on account of collection of Association dues and other mutually agreed upon payroll deductions. In addition, the Association shall refund to the City of Salinas any amounts paid to it in error upon presentation of supporting evidence.

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

Increases in base salary shall be as follows.

1. Three percent (3%) effective January 19, 2026, for all unit members.
2. One percent (1%) effective January 19, 2026, for the positions of Deputy Fire Chief and Fire Division Chief.

B. Special Assignment Pay

The City has established two categories of special assignment pay to replace the single category previously known as "working out of class."

1. Temporary Upgrade Pay (Special Assignment Pay While Working Out of Class). An employee who is assigned by the Fire Chief to all the duties of a position in a higher classification for a limited duration (up to 960 hours each fiscal year), while relieved of the duties of the employee's current position, shall receive a ten percent (10%) Temporary Upgrade Pay. Such pay shall be based on the employee's established base salary and shall be effective on the first day of such assignment.

2. Special Assignment Pay While Performing Additional Responsibilities. An employee who is assigned by the Fire Chief a significant increase in duties and responsibility in his/her classification may receive a ten percent (10%) special assignment pay. Such pay is authorized on recommendation of the Fire Chief with approval of the Human Resources Director. It may be paid for special assignments of not less than two (2) weeks nor more than three (3) months duration. The City Manager may approve additional special assignment pay beyond three (3) months for exceptionally difficult long-range assignments.

C. Residency Stipend

Employees who maintain their legal residence within the corporate limits of the City of Salinas shall receive a \$200/month residency stipend payable on a biweekly basis.

D. Educational Pay

Employees represented by the Association shall be eligible for educational pay (up to a maximum of fifteen percent (15%) of base pay) as follows. Such pay is effective in the first full pay period following the employee's submission of proof of certificate, license, and/or accreditation to Human Resources, and will be discontinued upon expiration or revocation of the certificate/license/accreditation.

1. Educational Incentive

An educational incentive is paid to employees for obtaining certificates through the Office of the State Fire Marshal of the State of California or the California Office of Emergency Services (CalOES) as follows.

State Certified Company Officer – five percent (5%)
State Certified Chief Fire Officer – five percent (5%)
State Certified Fire and Emergency Services Instructor I, II or III – five percent (5%)
State Certified Hazardous Materials Specialist/Technician – five percent (5%)

2. Paramedic Pay

Paramedic pay is paid to employees who obtain and maintain certification in auxiliary medical techniques, with proof of paramedic licensure through the California Emergency Medical Services Authority and paramedic accreditation through the County of Monterey, as follows.

State Licensed & County Accredited Paramedic – five (5%) percent

E. Bilingual Premium

A premium of five percent (5%) of base salary shall be paid to Association members assigned by management to routinely and consistently speak and use Spanish in the course of the employee's duties. This section is subject to administrative direction.

F. Longevity Pay

Unit employees who have attained ten (10) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of one percent (1%) of base salary, effective in the first full pay period following ratification and approval of this MOU. Unit employees who have attained fifteen (15) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional one and a half percent (1.5%), effective in the first full pay period following ratification and approval of this MOU. Unit employees who have attained twenty (20) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional five (5%) percent (capped at a total 7%) base salary in recognition of their time in service. No employee shall receive more than seven percent (7%) in longevity pay increases.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Plan

Unit members will continue with medical coverage under the Peace Officers Research Association of California ("PORAC") medical option.

1. Premiums

The City shall continue to pay full premium for dental and vision insurance coverage for each employee and eligible dependents. The dental and vision insurance programs shall be comparable in benefit to those currently in place.

Effective beginning in the first full pay period following approval of this MOU, the City will contribute toward monthly health benefits premiums in an amount equal to 94% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 94% of the cost of the premium for the PERS PORAC plan.

The employee shall pay for premium costs above the City's contribution through payroll deductions.

Employees enrolled in the City's medical program under the California Public Employees' Medical and Hospital Care Act ("PEMHCA") receive a contribution by the City equal to the statutory minimum monthly contribution under PEMHCA. The City contribution amounts described above shall include the PEMHCA statutory minimum contribution.

An employee may elect to waive the City's health insurance coverage, if the employee complies with the following conditions:

1. The employee and all individuals in the employee's tax family have alternative Minimum Essential Coverage as defined by the Affordable Care Act (ACA) through a provider other than Covered California; and
2. The employee provides affirmation or proof to Human Resources of the alternative Minimum Essential Coverage at hire, if applicable, and annually during the City's health insurance open enrollment period.

2. Retiree Participation

Unit members who retire from the City and qualify as "annuitants" under PEMHCA are enrolled by CalPERS in the applicable group health plan as a retiree. As required by applicable law, annuitants must enroll in Medicare at age 65 or as soon as they become eligible.

The City will pay the PEMHCA minimum contribution for annuitants. The City will also pay twenty-five (25%) percent or \$100 per month (whichever is less) of the medical insurance premium for employees retiring from the City who qualify as annuitants and who were hired as regular employees in the Salinas Fire Department before July 1, 2020. The City payment of the additional benefit beyond the PEMHCA minimum contribution shall be discontinued when the employee becomes eligible for Medicare coverage or after 10 years of payment, whichever is earlier.

B. Long Term Disability

The City shall contribute to the City sponsored Long Term Disability Plan the full cost of the 60% - no maximum monthly benefit program.

C. Life Insurance

The City shall provide term life insurance in an amount equal to the employee's annual base salary, up to \$150,000, for each employee represented in the Unit.

D. Tuition Assistance

An employee shall be allowed up to two thousand dollars (\$2,000) per fiscal year for educational expenses upon successful completion of an approved course of study and/or individual course of study approved by the Fire Chief and the Human Resources Director. Eligible expenses are defined as costs for classes that meet the following criteria:

- When possible, approval should be obtained prior to attending class. If prior approval is not practical, approval shall be obtained within thirty (30) days of

registration.

- Are directly related to an employee's job duties
- Receive college units, CEU credit, or are offered/presented by a bona fide, recognized firm or institution with direct knowledge or an experience in the curriculum offered
- For which class and study time are outside of the employee's work hours
- For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.

Reimbursement for training classes, seminars and workshops that are not part of an academic course of study is limited to the cost of registration only. Expenses for lodging, meals, travel and other related expenses are not reimbursable under this program. Expenses for books, class fees, and/or class supplies for college classes that are part of an academic course of study will be eligible for reimbursement under this program.

E. Uniform Allowance

The City shall pay \$2,000.04 per calendar year for uniform replacement and maintenance. The uniform allowance will be paid at the rate of \$166.67 per month.

F. Callback

1. Emergency Callback (City Initiated, OES, and Mutual Aid Assignments)

Employees in all classifications represented by the Association shall be eligible for overtime compensation, at a time and one-half (1½) rate for emergency callback (with notice of less than 48 hours), subject to a minimum of one (1) hour of overtime callback compensation, except that no such minimum is owed if the City has notified the employee of cancellation of the callback at least two (2) hours prior to the reporting time.

The additional compensation shall be provided for all work hours other than those normally compensated by the City as regularly scheduled work time.

2. Regular Callback

a. Coverage of Battalion Chief Shifts

The Fire Chief or designee shall schedule regular callback to cover a vacant shift for the on-duty 56-hour Fire Suppression (line) Battalion Chief.

Off-duty Battalion Chiefs shall be first called to fill the vacant shift. Callback of off-duty Battalion Chiefs to cover another Battalion Chief's shift shall be compensated at the time and one-half (1½) rate, which can be taken in either pay or compensatory time.

b. Other Callback

Compensation for Battalion Chiefs called back for mandated training, required program management meetings as assigned by the Fire Chief, special events, and other required duties approved by the Fire Chief/City or designee shall be at straight time or as otherwise provided by law.

3. Rates for Covering Suppression Shifts

The regular callback rate for Battalion Chiefs scheduled to work 40 hours per week who are called to cover suppression shifts will be based on the hourly rate of the 56-hour Battalion Chief position (at the called back Battalion Chief's same step).

4. Compensatory Time

Compensatory time off, in lieu of overtime compensation, may accrue up to 80 hours for employees with a 40-hour workweek or 120 hours for employees with a 56-hour workweek. Compensatory time off does not accrue for working special events or grant-funded activities; any overtime will be paid.

5. Work Period

Pursuant to 29 USC section 207(k), for purposes of FLSA overtime, the work period for all eligible fire personnel, regardless of rank, is 24 days with a FLSA overtime threshold of 182 hours.

6. On-Call Pay for Chief Officers

The Fire Chief may assign a Chief Officer to be on-call (available to report to work in person promptly, while otherwise off-duty) on a rotating basis. Effective in the first full pay period of 2026 following approval of this MOU, a Chief Officer who is assigned to be on-call will receive on-call compensation in the amount of \$5.00 per hour of assignment, unless called in to work (in which case the employee is paid for the time worked instead). On-call pay is limited to weekdays after normal business hours (up to 14 hours per weekday) and to weekends (up to 24 hours per weekend day).

G. PERS - Retirement Plan

1. Classic Employees

The City shall provide the PERS 3% at 50 Plan to Unit members hired prior to July 1, 2011. Unit members hired on or after July 1, 2011, shall be provided with the PERS 3% at 55 Plan. Each classic employee contributes nine (9%) percent of the employee's compensation toward the cost of this retirement benefit as cost sharing.

PERS contributions contained in this paragraph shall be provided consistent with Government Code section 20516(f). Effective in the first full pay period following ratification and approval of this Agreement or as soon as administratively feasible thereafter, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 10% employee pension contribution). Effective in the first full pay period in January 2018, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 11% employee pension contribution). Effective in the first full pay period in January 2019, each classic employee shall contribute an additional one percent (1%) toward the employer contribution to his/her pension benefit (for a total 12% employee pension contribution).

2. New Members

The formulas above do not apply to persons who are defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"). The City shall provide the PERS 2.5% @ 57 Plan to all new members. New members shall contribute the employee contributions towards CalPERS as required under PEPRA.

SECTION 8 - LEAVE PROVISIONS

A. Holidays

1. Fixed Holidays	Date
New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24

Christmas Day

December 25

2. Effective June 18, 2024, Cesar Chavez Day and Juneteenth are recognized holidays.
3. Every day appointed by the President or Governor for a public day of mourning, Thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.
4. Holiday Leave: For forty (40) hour personnel, eight (8) hours of time off with pay is granted on each of the holidays listed above. Holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on a Sunday are observed on the following Monday.
5. Holiday Pay: In recognition of the fact that fifty-six (56) hour personnel are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays, in lieu of receiving time off for holidays, employees on a 56-hour workweek will be paid 11.2 hours of pay for each of the holidays listed above. Subject to administrative direction, holidays are paid as additional pay during the pay period in which the holiday falls. Effective January 1, 2024, such employees will be paid 5.17 hours of pay each biweekly paycheck (134.4 hours per year), instead of 11.2 hours in the pay period in which the holiday falls. Effective June 18, 2024, such employees are paid 6.08 hours of pay each biweekly paycheck (156.8 hours per year). This pay consists of base pay plus any longevity pay, bilingual premium, temporary upgrade pay, special assignment pay (additional duties/responsibilities), certification premium pay, educational incentive (state certified company officer, chief fire officer, fire and emergency services instructor, hazardous materials specialist/technician), and paramedic pay.

B. Annual Leave

Annual Leave shall accrue incrementally over the course of a year to employees as follows:

	<u>56 hours</u>	<u>40 hours</u>
1st through 3rd year	224 hours	160 hours
4th through 5th year	280 hours	200 hours
6th through 10th year	314 hours	224 hours
11th through 15th year	353 hours	252 hours
16th through 17th year	372 hours	266 hours
18th through 19th year	392 hours	280 hours
20 th through 24 th year	412 hours	294 hours
25 th year or more	431 hours	308 hours

The maximum annual leave accrual cap per employee shall be 898 hours (for 56-hour employees)/678 hours (for 40-hour employees).

C. Bereavement Leave

Employees represented by the Association shall be entitled to leave with pay within three months of a death in the family. Personnel shall be entitled to four (4) days of leave, plus one unpaid day (for which an employee may use paid accrued leave). All provisions of the Personnel Manual regarding Bereavement Leave shall apply.

Family member includes:

Husband/Wife	Step-Child	Father/Mother-in-Law
Father/Mother	Step-Father/Mother	Brother/Sister-in-Law
Child	Grandparent	Step Father-in-Law
Brother/Sister	Grandchild	Step Mother-in-Law
	Legal Guardian	Registered Domestic Partner

D. Family & Medical Leave

In accordance with the California Family Rights Act and the federal Family and Medical Leave Act, the City of Salinas Family & Medical Leave Policy is detailed in Administrative Memorandum 94-1, as amended.

SECTION 9 - WORKING CONDITIONS

A. Grievance/Disciplinary Action Appeals Procedure

The Grievance/Disciplinary Action Appeals Procedure for employees in this Unit is set forth in the Personnel Manual. No employee shall suffer retaliation resultant from use of the procedure.

SECTION 10 – COMMITTEES

A. Safety Committee

The City and the Association shall cooperate in pursuing safe working practices. In the interest of increasing safety within City operations and consistent with existing City policy, the Association may appoint one (1) member to serve on any safety committee within the scope of Association representation. Recommendations of the Safety Committee shall be referred to the City Manager for review and action if deemed appropriate by the City Manager.

B. Deferred Compensation Committee

The City's Deferred Compensation Committee may include one (1) employee designated by the Association. The designated employee must be a participant in the City's Deferred Compensation Program with Trust Deed Program investments.

SECTION 11 – MISCELLANEOUS

A. Work Schedule

The Fire Chief and the Fire Supervisors Association have agreed on a Work Schedule. A copy of the “Work Schedule” is on file in the Fire Chief’s Office. The Work Schedule shall reflect a 56-hour workweek (currently 48/96) and a 40-hour workweek (which may be a 5/8 or 4/10 schedule) for on-duty Battalion Chief personnel.

B. Labor Management Committee

The Chief and the Human Resources Director will meet with FSA, at FSA’s request, in the context of the existing Labor Management Committee process to discuss policies and practices affecting FSA represented personnel.

C. Layoffs

The Layoff Policy for the Fire Supervisors’ Association is incorporated herein as Appendix B.

SECTION 12 – TERM

The term of this Memorandum of Understanding shall commence January 1, 2026, and shall expire December 31, 2026. Proposals for change and/or renewal, unless otherwise specified in this agreement, shall be submitted by October 1, 2026.

DATED _____

DATED _____

BY _____

René Mendez
CITY MANAGER
CITY OF SALINAS

BY _____

Alejandro Limon
PRESIDENT
FIRE SUPERVISORS ASSOCIATION

APPENDIX A

FSA With 3%														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
18	18.4521	Battalion Chief EMS/Trng-	72.3885	12,547	76.0081	13,175	79.8084	13,833	83.7988	14,525	87.9888	15,251	92.3882	16,014
18	18.4526	Battalion Chief EMS/Trng-	51.7062	12,547	54.2916	13,175	57.0062	13,834	59.8565	14,525	62.8492	15,251	65.9918	16,014
18	18.4506	Battalion Chief-40 Hours	72.3885	12,547	76.0081	13,175	79.8084	13,833	83.7988	14,525	87.9888	15,251	92.3882	16,014
18	18.4511	Battalion Chief-56 Hours	51.7062	12,547	54.2916	13,175	57.0062	13,834	59.8565	14,525	62.8492	15,251	65.9918	16,014
18	18.4516	BC/Fire Marshal	72.3885	12,547	76.0081	13,175	79.8084	13,833	83.7988	14,525	87.9888	15,251	92.3882	16,014
18	18.4501	Deputy Fire Chief	81.5010	14,127	85.5761	14,833	89.8549	15,575	94.3477	16,354	99.0651	17,171	104.0183	18,030
18	18.4531	Emergency Med Svcs Offc	61.9064	10,730	65.0018	11,267	68.2518	11,830	71.6644	12,422	75.2476	13,043	79.0101	13,695
18	18.4504	Fire Division Chief	76.9449	13,337	80.7921	14,004	84.8317	14,704	89.0732	15,439	93.5269	16,211	98.2033	17,022
FSA Additional 1%														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
18	18.4501	Deputy Fire Chief	82.3160	14,268	86.4319	14,982	90.7534	15,731	95.2911	16,517	100.0557	17,343	105.0585	18,210
18	18.4504	Fire Division Chief	77.7143	13,470	81.6000	14,144	85.6801	14,851	89.9640	15,594	94.4622	16,373	99.1853	17,192

APPENDIX B

CITY OF SALINAS LAYOFF POLICY FOR THE FIRE SUPERVISORS ASSOCIATION

I. POLICY

The City of Salinas, at its sole discretion, may layoff an employee due to a lack of work or lack of funds. The City shall inform affected employees and the Fire Supervisors Association (“FSA” or “Association”) regarding potential layoffs in a timely manner when the City becomes aware of potential layoffs.

The City shall utilize a Management committee, composed of administration and FSA representatives, to review potential layoffs and discuss alternatives to layoffs.

II. PROCEDURE

In the event of a reduction in workforce in the Fire Department, the City shall designate the classification(s) and position(s) to be eliminated. The City shall provide affected employees and the Association with a current seniority list for the positions affected, the reason for proposed layoffs, the effective date of layoffs, and a copy of this policy no later than thirty (30) days prior to the effective date of the layoffs. Additionally, affected employees shall be provided a summary of all accrued benefits and entitlement at least thirty (30) days prior to the effective date of layoffs.

Layoffs shall be made among all employees in the same classification in the following order:

1. Probationary new employees (excluding promotional probationary employees);
2. Regular employees.

III. SENIORITY DEFINED

For purposes of layoff, total seniority shall be defined as the length of continuous service in all regular positions within the City, as determined by City personnel records. Continuous service for purposes of determining seniority shall be defined to include work related injury leave of up to one (1) year duration or as otherwise required by law. Seniority in a specific classification shall be established by the length of service in that classification. For purposes of returning to previously held positions, seniority shall be defined as the length of service in that previously held classification in addition to length of service in the current classification and/or previously held promotions.

IV. LAYOFF BY CLASSIFICATION

The order of layoff within a classification shall be based exclusively on seniority, with the

employee with the least seniority in that classification being the first to be laid off.

V. PREVIOUSLY HELD POSITIONS

In the event that an employee is laid off, that employee shall have the right to return to (“bump”) any specific classification in the Fire Department in which the employee has served in regular status.

FSA members laid off who have previously served in classifications represented by IAFF in the City of Salinas shall have return rights to those classifications consistent with the IAFF and FSA layoff policies.

In the event that an employee has not served in another classification in the City of Salinas but has held a position in a classification in another California fire agency, that employee may be eligible for a vacant management classification in the City of Salinas Fire Department comparable to that in the fire agency referenced herein. For purposes of seniority in classification (grade), said employee shall be deemed to have the least seniority in classification (grade) of those employees serving in the classification following any layoff and/or “bumping” process.

In the event that an employee exercises his/her right to return to (“bump”) to a previously held classification, “bumping” shall be determined by seniority in the classification so that the employee with the least seniority in the classification shall “bump” to his/her previously held classification.

An employee must notify the City within five (5) working days after receipt of written notice of layoff of his/her desire to return to that classification.

VI. JOB COUNSELING AND OUTPLACEMENT SERVICES

It is the City’s intent to assist laid off employees through the transition from City service. To that extent, employees whose positions are proposed for reduction may schedule a meeting with a representative of the Human Resources Office. In addition to providing job counseling to employees facing layoff, the Human Resources Office will function as a clearinghouse for resources, information and referrals on outside employment, training opportunities, and potential re-employment opportunities with the City of Salinas.

VII. SEVERANCE PAY

Each laid off employee shall receive severance pay based on the following:

<u>Years of employment</u>	<u>Severance Pay</u>
Less than 6 years	1 week per year
6 years and over	6 weeks

In addition, if for any reason the City requires an employee to leave before the thirty (30) day notice period has passed, the City shall pay the employee the remainder of his/her salary and benefits for the thirty (30) day period.

VIII. HEALTH INSURANCE

Each employee is eligible to continue the City's group health insurance benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA sets the standards for continued benefit coverage.

IX. ACCRUED TIME

At the time of separation, each laid off employee shall be paid in full for all accrued paid time earned during the course of employment to include 100 percent of accrued management leave, annual leave, and compensatory time.

X. RE-EMPLOYMENT OF EMPLOYEES LAID OFF

The names of persons laid off under these procedures shall be maintained on a City re-employment list for the classification from which the employee was laid off and for those specific positions that an employee previously held in regular City service for a period of up to eighteen (18) month period from the date of layoff. When using a re-employment list to fill a position in a classification from which layoffs have occurred within the eighteen (18) month period, the City shall re-employ laid off employees from the list in reverse order of layoff. During the eighteen (18) month period, no new employee shall be hired for, nor shall any employee be promoted to, a classification from which layoffs have occurred until all employees on layoff status in that classification have been notified of the opportunity to return to work.

A laid off employee may be removed from the City re-employment list for any of the following reasons: 1) The expiration of eighteen (18) months from the date of layoff; or 2) Regular re-employment with the City; or 3) Failure to accept employment with the City; or 4) Failure to appear for a job interview after fourteen (14) days notification by U.S. Mail or email of such interview; or 5) Failure to respond within fourteen (14) days of available employment; or 6) Request in writing by the laid off employee to be removed from the list.

It is the responsibility of the laid off employee to advise the City Human Resources Office of any change in mailing and email addresses or phone number.

XI. RESTORATION OF BENEFIT FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from a City reemployment list under the terms of this article within eighteen (18) months from the date of layoff shall be entitled to: 1) Restoration of regular status or, for employees who have not completed their probationary period, credit for that portion of service which has been completed; and 2) Restoration of any accrued time lost due to layoff; and 3) Credit for all years of service for the purpose of determining seniority and benefits; and 4) Placement in the same step of the salary range in accordance with Municipal Code Section 25-4(g).

XII. ELIGIBILITY OF CITY PROMOTIONAL EXAMINATIONS

In an effort to re-employ laid off employees, the City will temporarily suspend (for a period of eighteen (18) months from the effective date of layoff) the City's promotional policy in order to allow employees on the re-employment list the opportunity to compete in closed, promotional exams. All employees on a reemployment list will receive notice of any promotional opportunity within the City service. Further, during the temporary suspension of this rule, if only one qualified employee on the re-employment list submits an application for the promotional exam, such exam shall remain in-house. If the one promotional applicant fails the examination, the exam may then be posted as an open recruitment and outside applications invited.

The City shall mail or email notices of all promotional examination opportunities to employees in a laid off status for a period of eighteen (18) months or provide other electronic access to promotional job announcements/lists.

In the event that a laid off employee is appointed to City service through a promotional exam process, the employee shall be hired as a probationary employee and will receive credit for all prior service for purposes of determining seniority and benefits; and the employee shall be placed in the salary range in accordance with Municipal Code Section 25-4(g).

XIII. APPEAL PROCEDURE

An employee directly affected by the operation of this policy may, within five (5) working days after notice of layoff is received, request a meeting with the Fire Chief to review the application of this policy as it affects the employee's status. The employee may be accompanied by the representative of his/her choice.

If the employee is not satisfied with the review provided by the Fire Chief, a further review of the applications of the layoff policy may be requested by the employee with the Human Resources Director. The determination of the Human Resources Director may be appealed to the City Manager. Such appeal must be filed with the City Manager within three (3) working days of the Human Resources Director's determination.

Appeals shall be limited to the following:

1. Seniority;
2. Interpretations of the employee's right to return to a specific position in the City; and
3. The employee's current classification.

XIV. DEFINITIONS

Position - A group of duties and responsibilities assigned to one employee.

Classification - A group of positions with the same job title having similar duties, responsibilities, and qualifications.



City of Salinas

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

Legislation Text

File #: ID#25-565, **Version:** 1

A Resolution of the Salinas City Council disapproving of and censuring certain actions of Salinas City Council member Andrew Sandoval

Consider approving a Resolution disapproving of and censuring certain actions of Salinas City Council member Andrew Sandoval.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **JANUARY 13, 2026**

DEPARTMENT: **CITY ATTORNEY'S OFFICE**

FROM: **CHRISTOPHER A. CALLIHAN, CITY ATTORNEY**

TITLE: **RESOLUTION DISAPPROVING OF AND CENSURING CERTAIN ACTIONS OF COUNCIL MEMBER ANDREW SANDOVAL**

RECOMMENDED MOTION:

It is recommended that the City Council consider a Resolution disapproving of and censuring certain actions of Council member Andrew Sandoval.

EXECUTIVE SUMMARY:

At the request of individual Council members, this censure action is brought forward for the City Council's consideration at an open and public hearing. Notice of the specific actions upon which the proposed censure is based was provided to Council member Sandoval on December 2, 2025, via hand-delivery, electronic mail, and U.S. Mail. A copy of the December 2, 2025, Notice of Proposed Censure Action (the "Notice") is attached for reference. The specific actions upon which the proposed censure is based are included in the Resolution attached to this Report.

The censure action was originally scheduled for December 9, 2025, however, following his receipt of the December 2, 2025, Notice Council member Sandoval retained legal counsel to represent him in the proposed censure action and through his legal counsel requested an extension of time to the next regularly scheduled city council meeting to respond to the allegations outlined in the Notice.

BACKGROUND:

The City Council has authority as a local legislative body to take actions as a body, including making statements and requests related to its members, and to change or to limit the responsibilities of its members related to the conduct of City business. Conduct of Council members is addressed at the local level in the City Council's Rules of Procedure and Order of Business for Council members and Guidelines for Public Decorum and Order at City Council Meetings ("Rules of Decorum"; Resolution No. 20742, April 28, 2015) and in Salinas Municipal Code section 2-1. The Rules of Decorum establish general norms and expectations applicable during City Council meetings and at other times.

A City Council may consider the acts of one of its members and censure a member. (Rules of Decorum Section 1(F)(1).) Notice of the proposed censure action, including the rescheduled date of January 13, 2026, was provided to Council member Sandoval who has been given an opportunity to respond to the notice in writing and, along with his legal counsel, will be given an opportunity to respond verbally during the public hearing.

Council member Sandoval was provided a copy of this Report and attachments at the same time it was made available to the general public.

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:

Government Code section 84308 does not apply to this item.

STRATEGIC PLAN INITIATIVE:

This item is not directly aligned with the City Council's Strategic Plan (City of Salinas Strategic Plan 2025-2028).

DEPARTMENTAL COORDINATION:

The City Attorney's Office coordinated with the Mayor, City Manager and City Clerk on this item.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct fiscal impact associated with the City Council's consideration of this item.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A				

ATTACHMENTS:

Resolution
Notice of Proposed Censure Action (December 2, 2025)

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

**A RESOLUTION OF THE SALINAS CITY COUNCIL DISAPPROVING OF AND
CENSURING CERTAIN ACTIONS OF COUNCIL MEMBER ANDREW
SANDOVAL**

WHEREAS, it is essential for the effective governing of the City of Salinas for the public to have confidence in the integrity of its local government, and its fair, effective, respectful, and courteous operation; and

WHEREAS, Rule 3(c) of the City Council Rules, set out in Section 2-1 of the Salinas Municipal Code, authorizes the City Council to "from time-to-time, by resolution, adopt such other rules as are not inconsistent with the charter or the rules [set out in Section 2-1]; provided, however, that no such rules shall unreasonably limit citizen's participation at Council meetings"; and

WHEREAS, on December 11, 2012, the Salinas City Council first adopted Rules of Procedure and Order of Business for Council members and Guidelines for Public Decorum and Order at City Council Meetings, which were updated and revised on April 28, 2015 (collectively the "Rules of Decorum") for the express purpose of having the City Council conduct its business in an orderly and fair manner, to proceed with the business of government in an efficient and orderly manner, so as to encourage high standards of behavior by Council members and by the public; and

WHEREAS, the Rules of Decorum require that the Council members conform to set norms of general conduct, during City Council meetings and otherwise, including the following:

1. Make the public feel welcome and not be partial, prejudiced or disrespectful toward the public;
2. Treat each other, staff, and members of the public with dignity, courtesy, and respect valuing all opinions and being tolerant of new and different idea[s] while encouraging creativity and innovation. Inappropriate behavior is derogatory and damages the perception of the City;
3. Avoid negative comments that could offend other Council members during public meetings, in the media, or any other time;
4. Continuously strive to improve how [Council] members work as a team;

5. Place clear and realistic demands on staff resources and time when requesting action; and
6. Respect the limitations placed on the use of the City Seal and the City Logo (Salinas Municipal Code Chapter 1, Article 2); and

WHEREAS, the Rules of Decorum also require that Council members conform to set standards of conduct during meetings, including the following:

1. Treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments; and
2. Work together to preserve order and decorum during meetings; and
3. Not delay or interrupt the proceedings or the peace of the City Council, nor disturb any Council member while speaking, by conversation or otherwise; and
4. Attempt to build consensus on an item through an opportunity for dialogue, but when this is not possible, the majority vote shall prevail and the majority shall show respect for the opinion of the minority, and vice versa; and

WHEREAS, the City Council has the primary responsibility to assure that the Rules of Decorum are followed, so that Council members will be held accountable for failing to comply with the self-imposed expectations established in the Rules of Decorum so the public can continue to have full confidence in the integrity of government; and

WHEREAS, in addition to adherence to the Rules of Decorum, Council members are otherwise expected to adhere to general norms and expectations and to otherwise conduct themselves in a manner consistent with their elected position, including adherence with the law and not behaving in a manner that is detrimental to the City or adverse to the City's interests; and

WHEREAS, the City Council has the power to censure one of its members. Section 1(F)(1) of the Rules of Decorum states that the City Council may censure any member "found to be in violation of any provision of [the Rules of Decorum]" (Resolution No. 20742); and

WHEREAS, pursuant to Rule 5 of the City Council's Rules (Salinas Municipal Code Section 2-01.01), the City Council follows Robert's Rules of Order, as interpreted by the presiding officer (Mayor). Censure is an inherent power of a legislative body that follows Robert's Rules of Order; and

WHEREAS, through a censure action, the City Council may express its own opinion regarding the actions or the conduct of one of its members regarding their failure to comply with the City Council's policies and procedures; and

WHEREAS, individual Council members and members of the public have raised concerns about Council member Sandoval's failure to comply with the Rules of Decorum; and

WHEREAS, a censure is a formal action of the City Council reprimanding one of its own members for specified actions or conduct; and

WHEREAS, a legislative body's censure opinion is itself protected by the First Amendment; and

WHEREAS, a legislative body's censure of one of its members does not violate the censured member's free speech rights under the First Amendment of the United States Constitution; and

WHEREAS, on October 28, 2025, Council member D'Arrigo and Council member Barajas requested the City Council consider disapproving of and censuring certain actions of Council member Sandoval; and

WHEREAS, the City Council has only one other time in the past twenty (20) years considered a censure action against one of its own members for specified actions or conduct, thereby demonstrating the gravity of this action and the City Council's commitment to maintaining a safe, collaborative, and respectful environment; and

WHEREAS, Council member Sandoval has been provided notice and an opportunity to refute the allegations in compliance with all requirements for due process; and

WHEREAS, Mayor Dennis Donohue sent a Notice of Proposed Censure Action to Council member Sandoval via personal delivery, electronic mail (andrew.sandoval@salinas.gov), and U.S. Mail on December 2, 2025, informing him of the specific allegations which are violations of the Rules of Decorum and also informing him that on December 9, 2025, the City Council would consider these violations in the context of a public hearing at which the City Council will consider a Resolution disapproving of

and censuring certain of his behavior (specifically identified in the December 2, 2025, letter); and

WHEREAS, originally scheduled for December 9, 2025, the public hearing for the proposed censure action was rescheduled to January 13, 2026, consistent with Council member Sandoval's request for additional time to respond to the allegations outlined in the December 2, 2025, Notice of Proposed Censure Action. Through his legal counsel, the City provided notice to Council member Sandoval of the January 13, 2026, public hearing; and

WHEREAS, the following are the specific allegations identified in the December 2, 2025, letter, along with the relevant section of the Rules of Decorum:

1. On April 22, 2025, Council member Sandoval referred to Council member Salazar as a "mentiroso" (Spanish for liar) when he disagreed with Council member Salazar's comments. (Section 1(B)(2), (3); Section 1(C)(1), (3), (5))
2. Council member Sandoval regularly disturbs his Council colleagues during City Council meetings by speaking and laughing during other Council members' questions and/or comments. (Section 1(C)(3), (4))
3. Council member Sandoval regularly leaves the dais during City Council meetings to, among other things, make telephone calls and speak to members of the public outside of the Council Chambers, often resulting in cheers and chanting from the public. On occasion, Council member Sandoval's absence from the dais has resulted in him missing votes of the City Council. These actions have the effect of disturbing City Council meetings, City staff and others presenting during City Council meetings, and his Council colleagues. (Section 1(C)(3), (4))
 - a. On November 29, 2025, in response to Council member Barajas acknowledging that Council member Sandoval was not present during a City Council meeting, Council member Sandoval posted to his Facebook account mocking Council member Barajas with a video by saying: "Oh, no. You know what? Jose Barajas is probably going to report me for talking to you." (<https://www.facebook.com/reel/1217242413610784>)

4. During the October 28, 2025, City Council meeting, Council member De La Rosa publicly asked that Council member Sandoval stop bullying her on social media. In a Facebook post on November 28, 2025, Council member Sandoval posted a video of Council member De La Rosa's October 28, 2025, statement, after which he proceeded to mock her request by showing unrelated past clips of Council member De La Rosa at an increased speed and including various icons and cartoon caricatures. (Section 1(B)(2), (3))
(<https://www.facebook.com/reel/1217242413610784>)
5. Council member Sandoval regularly wears clothing with the City logo during his social media posts and non-City business. (Section 1(B)(9), referencing Salinas Municipal Code section 1-10, et seq.)
(https://www.instagram.com/reel/DGZyDs_ufLY/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWF1ZA%3D%3D;
https://www.instagram.com/reel/DIaksvnOTN-/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWF1ZA%3D%3Dhttps://www.instagram.com/reel/DIaksvnOTN-/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWF1ZA%3D%3D)
6. On June 18, 2025, Council member Sandoval posted a video on directed at Council member Barajas in which he referred to his Council colleague as "Barajas the Betrayer" and made inaccurate statements about Council member Barajas' position on rent stabilization. (Section 1(B)(2))
(https://www.instagram.com/reel/DLDn-5Hh3rQ/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWF1ZA%3D%3D)
7. On June 14, 2025, Council member Sandoval mocked Council member De La Rosa when he posted an Instagram video showing Council member De La Rosa speak about rent stabilization. The caption on the video reads: "Nice pearls! Gotta look good while I raise your rent!" (Section 1(B)(2), (3))
(<https://www.instagram.com/p/DK6QAdvuTpc/>)
8. On September 24, 2024, Council member Sandoval posted an Instagram video of Council member D'Arrigo speaking about her vote on rent stabilization with the

caption "Do you have trust?" suggesting she is not trustworthy and was being dishonest (Section 1(B)(2), (3)) (https://www.instagram.com/p/DO_TMaEkSEX/)

9. On May 3, 2025, Council member Sandoval posted an Instagram post with a caricature of Council member Salazar with the caption: " THE IRONY IS HARD TO IGNORE. SO.. DO I GET A RAISE FOR ALL THE NEW CLIENTS I'LL BE PUTTING IN NEED" suggesting that Council member Salazar voted to repeal rent stabilization so that he could get a salary increase from his employer, the Catholic Charities. (Section 1(B)(2), (3)) (https://www.instagram.com/reel/DJN0GqTuRis/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWFIZA%3D%3D)

WHEREAS, the City Council finds that each of these specific actions are counter-productive to building strong relationships among the Council members and distract from the City Council's business of focusing on important challenges and opportunities facing the City and its residents; and

WHEREAS, the City Council finds that as exemplified in taking the specific actions described in this Resolution, Council member Sandoval uses tactics akin to bullying and intimidation toward his fellow Council members, rather than collaborating and attempting to find compromise; and

WHEREAS, the City Council find that Council member Sandoval has used his social media platforms (Instagram and Facebook) to mock, intimidate, and to discredit his Council colleagues and members of the public through, for example, insinuation of corruption and illegal activity; and

WHEREAS, in Council member Sandoval's Instagram posting dated October 25, 2025, he suggested that he does not take this Censure action seriously and has no intention of modifying his actions so as to conform to the City Council's Rules of Decorum; and

WHEREAS, during the month of November 2025, alone, Council member Sandoval made approximately thirty-one (31) separate posts on Instagram and Facebook (with at least one being posted at 12:08 A.M.) directed at his Council colleagues and this Censure action—often taking his Council colleagues words, phrases, or statements out of context—of the nature of those specific action described above in this Resolution, thereby

showing the volume of his activity against his Council colleagues. The volume of Council member Sandoval's posts directed against his Council colleagues have increased since the October 28, 2025, call for this Censure action, thereby further demonstrating Council member Sandoval's unwillingness or inability to conform his actions to the City Council's Rules of Decorum; and

WHEREAS, on at least one occasion, Council member Sandoval has contacted a Council colleague's employer and asked questions of the employer insinuating the Council member was engaged in illegal and/or unethical activity. The use of questions and requests for information or records is a guise for intimidation; and

WHEREAS, on November 13, 2025, Council members D'Arrigo and Barajas met with Council member Sandoval to discuss their request for disapproval of and censure of certain actions of Council member Sandoval as an attempt to resolve their concerns short of the City Council's consideration of a Censure Resolution, but as a result of Council member Sandoval's apparent unwillingness to conform to the Rules of Conduct, did not reach a successful resolution; and

WHEREAS, Council member Sandoval was present and/or involved in each of the separate items listed above and as a result has independent knowledge and is independently aware of the facts and circumstances involved in each and consequently has sufficient information, including the names and identities of all other individuals involved in those incidents; and

WHEREAS, a public hearing was held before the Salinas City Council on January 13, 2026, at which Council member Sandoval was present and given the opportunity to respond to the allegations set forth in Mayor Donohue's December 2, 2025, letter and in this Resolution, and to provide comments and present information to the City Council for its consideration prior to taking action on this Resolution.

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

1. The above recitals are true and correct and are incorporated herein as though fully set forth in full.

2. The Council finds that Council member Sandoval violated the City's Rules of Decorum in that his conduct toward other City Council members and members of the public was disrespectful and discourteous; detracted from the orderly, efficient, and fair conduct of the City's business, including City Council meetings; did not serve to increase the public confidence in the City government; and was not in keeping with the heightened norms and standards of conduct required of Council members.
3. The Council further finds that Council member Sandoval's violation of the City's Rules of Decorum, as described in this Resolution, erode the public's faith and confidence in the City of Salinas and its elected officials.
4. The City Council reaffirms its commitment to prioritizing the interests of the City in its conduct and maintaining civility and compliance with the City Council's Rules of Decorum and with applicable law in carrying out the City's business.
5. This Resolution serves as a formal statement of censure disapproving Council member Sandoval's actions as described herein.
6. In the event Council member Sandoval's conduct continues in violation of the Rules of Decorum, Council may approve further censure.
7. This Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this 13th day of January, 2026, by the following vote:

AYES:

NOES:

ABSENT:

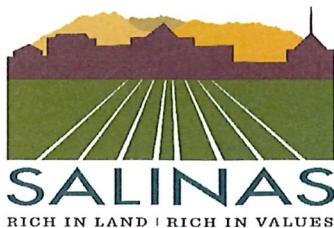
ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



City of Salinas

OFFICE OF THE MAYOR • 200 Lincoln Ave • Salinas, California 93901

(831) 758-7201 (P) • (831) 758-7368 (F) • cityofsalinas.org

December 2, 2025

Via Hand-Delivery, U.S. Mail, and Electronic Mail: andrew.sandoval@salinas.gov

Andrew Sandoval
Salinas City Council member, District 5
18685 Swaner Avenue
Salinas, California 93906

Re: Notice of Proposed Censure Action

Dear Council member Sandoval:

This letter serves as notice that on December 9, 2025, the Salinas City Council will hold a public hearing at which it will consider a Resolution disapproving of and censuring certain of your actions which are in violation of the City's Rules of Procedure and Order of Business for Council Members and Guidelines for Public Decorum and Order at City Council Meetings (as adopted December 11, 2012, and amended April 28, 2015; "Rules of Decorum").

The specific allegations of behavioral misconduct and the corresponding sections of the Rules of Decorum which you are alleged to have violated are as follows:

1. On April 22, 2025, Council member Sandoval referred to Council member Salazar as a "mentiroso" (Spanish for liar) when he disagreed with Council member Salazar's comments. (Section 1(B)(2), (3); Section 1(C)(1), (3), (5))
2. Council member Sandoval regularly disturbs his Council colleagues during City Council meetings by speaking and laughing during other Council members' questions and/or comments. (Section 1(C)(3), (4))

Notice of Proposed Censure Action

December 2, 2025

2 of 4

3. Council member Sandoval regularly leaves the dais during City Council meetings to, among other things, make telephone calls and speak to members of the public outside of the Council Chambers, often resulting in cheers and chanting from the public. On occasion, Council member Sandoval's absence from the dais has resulted in him missing votes of the City Council. These actions have the effect of disturbing City Council meetings, City staff and others presenting during City Council meetings, and his Council colleagues. (Section 1(C)(3), (4))
 - a. On November 29, 2025, in response to Council member Barajas acknowledging that Council member Sandoval was not present during a City Council meeting, Council member Sandoval posted to his Facebook account mocking Council member Barajas with a video by saying: "Oh, no. You know what? Jose Barajas is probably going to report me for talking to you." (<https://www.facebook.com/reel/1217242413610784>)
4. During the October 28, 2025, City Council meeting, Council member De La Rosa publicly asked that Council member Sandoval stop bullying her on social media. In a Facebook post on November 28, 2025, Council member Sandoval posted a video of Council member De La Rosa's October 28, 2025, statement, after which he proceeded to mock her request by showing unrelated past clips of Council member De La Rosa at an increased speed and including various icons and cartoon caricatures. (Section 1(B)(2), (3)) (<https://www.facebook.com/reel/1217242413610784>)
5. Council member Sandoval regularly wears clothing with the City logo during his social media posts and non-City business. (Section 1(B)(9), referencing Salinas Municipal Code section 1-10, et seq.)
(https://www.instagram.com/reel/DGZyDs_uFLY/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA%3D%3D; https://www.instagram.com/reel/DIaksvnOTN-/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA%3D%3Dhttps://www.instagram.com/reel/DIaksvnOTN-/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA%3D%3D)
6. On June 18, 2025, Council member Sandoval posted a video on directed at Council member Barajas in which he referred to his Council colleague as "Barajas the Betrayer"

Notice of Proposed Censure Action

December 2, 2025

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and made inaccurate statements about Council member Barajas' position on rent stabilization. (Section 1(B)(2)) (https://www.instagram.com/reel/DLDn-5Hh3rQ/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA%3D%3D)

7. On June 14, 2025, Council member Sandoval mocked Council member De La Rosa when he posted an Instagram video showing Council member De La Rosa speak about rent stabilization. The caption on the video reads: "Nice pearls! Gotta look good while I raise your rent!" (Section 1(B)(2), (3)) (<https://www.instagram.com/p/DK6QAdvuTpc/>)
8. On September 24, 2024, Council member Sandoval posted an Instagram video of Council member D'Arrigo speaking about her vote on rent stabilization with the caption "Do you have trust?" suggesting she is not trustworthy and was being dishonest (Section 1(B)(2), (3)) (https://www.instagram.com/p/DO_TMaEkSEX/)
9. On May 3, 2025, Council member Sandoval posted an Instagram post with a caricature of Council member Salazar with the caption: "THE IRONY IS HARD TO IGNORE. SO.. DO I GET A RAISE FOR ALL THE NEW CLIENTS I'LL BE PUTTING IN NEED" suggesting that Council member Salazar voted to repeal rent stabilization so that he could get a salary increase from his employer, the Catholic Charities. (Section 1(B)(2), (3)) ([ps://www.instagram.com/reel/DJN0GqTuRis/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA%3D%3D](https://www.instagram.com/reel/DJN0GqTuRis/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA%3D%3D))

You will be given a reasonable, but limited, opportunity to respond to these specific allegations at the December 9, 2025, public hearing before the City Council considers and takes action on a Resolution disapproving of and censuring certain of your actions. You may also submit written comments you would like included in the record of proceedings.

It is regrettable that this matter must be considered by the City Council. Should you have any questions, please let me know.

Sincerely,



Dennis Donohue
Mayor

Notice of Proposed Censure Action

December 2, 2025

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cc: City Council
City Manager
City Attorney
City Clerk



City of Salinas

Office of City Councilmember Andrew Sandoval

200 Lincoln Ave • Salinas, California 93901 • (831) 837-8228 •

andrewsandoval@salinas.gov

January 8, 2026

Electronic mail: cclerk@ci.salinas.ca.us

Community of Salinas

Mayor Dennis Donohue

Councilmembers: Jose Luis Barajas, Margret D'Arigo, Aurelio Salazar, Gloria DeLa Rosa, Tony Barrera

City Manager René Mendez

City Attorney Chris Callahan

200 Lincoln Ave

Salinas, CA 93901

I am honored to serve the residents of District 5 and the broader Salinas community. Every day, I am inspired by what we accomplish together with our residents, city staff, and dedicated volunteers. My commitment to you all has always been to provide truth, transparency, and meaningful engagement, and that will not change.

I was elected by my constituents to provide firsthand information and honest communication and to lead with integrity, which means doing what is right even when no one is watching. Not everyone can attend City Council meetings—our own attendance demonstrates that. Our community expects updates, context, and transparency, and social media is by far one of the most effective tools available to ensure they receive it. The reach of my platforms shows exactly what my residents prefer: access to information directly from their elected representative in a venue that meets them where they are.

A community member recently reminded me that truth can sometimes be uncomfortable. Keeping our community informed and involved is what responsible government looks like—and it's a responsibility I take seriously.

Which is the greater concern: Calling out a falsehood, or allowing the public to be misled on an issue that affects their daily lives? The residents of Salinas deserve honesty delivered with integrity, not lip service.

When I step out, it is often because I want to ensure that constituents who speak, many for the first time, receive the follow-up, support, or information they need. I do this because doing right by people requires more than listening; it requires action. I take the time to encourage public participation, reassure residents that their voices matter, and explain how their involvement can and does shape our city's future. I hope my colleagues will also embrace a more responsive and engaged approach to the community we serve.

And yes — as a husband and father of four — there are moments when I need to step away briefly to check on my family or simply use the restroom. These are normal human responsibilities, not acts of misconduct.

The concern raised about residents cheering or chanting when I step outside after a community victory is misplaced. Our residents have every right to celebrate civic engagement and to take pride in participating in their local government. To frame their enthusiasm as grounds for censure minimizes the very community involvement we should be encouraging. It suggests that the issue is not decorum, but discomfort—perhaps even envy—with the level of trust, support, and engagement that grows when elected officials communicate openly and stand with their constituents. Community celebration is not a threat; it is a sign that people are being seen, heard, and empowered. That is something to honor, not condemn.

This is the first time anyone has raised concerns about me wearing a city-logo on my attire. If new guidance is necessary, then the Council should collectively develop it. I will gladly comply with any clear rules. The fact that no one communicated this concern for a year reflects a broader problem — not with my conduct, but with the lack of open, direct communication from my colleagues.

At no point during their first year in office did Councilmembers Barajas or D'Arrigo send an email, request a meeting, or communicate any of these concerns. In a recent meeting, both members present stated that the real issue was my social media activity. Councilmember D'Arrigo explicitly said, "I just need your social media to stop. I can't sleep." When I told her I could not commit to stop posting, her response was, "Then we need to proceed with the censure."

Councilmember Barajas expressed frustration that when he travels to conferences, the number one question he hears is: How is it working with Councilmember Sandoval? Again, this does not constitute misconduct — it simply demonstrates how my colleagues undervalue using social media as a tool for constituent engagement.

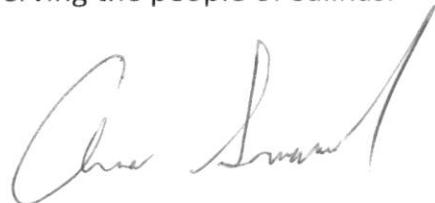
Meanwhile, neither disclosed their positions or intentions on rent stabilization and tenant protections, even as they received substantial contributions from agriculture, property managers, and developers — the very groups benefiting from the decisions they are now making. When elected officials make decisions that align so neatly with donor interests, the public has a right to raise concerns. Transparency is not an attack; it is accountability.

My commitment remains unchanged.

I will continue to provide truthful information to the public, encourage civic engagement, and amplify the voices of residents who cannot always be present in this room. My First Amendment rights do not disappear because my transparency makes some people uncomfortable. I represent the residents, and their support has been overwhelming and I will continue to serve them with honesty, accessibility, and the respect they deserve.

Salinas deserves a government that is open, transparent, and accountable. I will always stand with the community.

I remain committed to good-faith collaboration with my fellow Councilmembers, to doing my part in our shared responsibilities, and to working together when the focus is truly on serving the people of Salinas.

A handwritten signature in black ink, appearing to read "Andrew Sandoval".

Andrew Sandoval

For the Record

From Andrew Sandoval <andrew.sandoval@salinas.gov>

Date Thu 1/8/2026 11:59 AM

To Patricia Soratos <patricia.soratos@salinas.gov>

Cc Christopher Callihan <christopher.callihan@salinas.gov>; Rene Mendez <rene.mendez@salinas.gov>

Patty

I will drop off the original letter for inclusion in the agenda packet.

<https://youtube.com/shorts/SfVuqgdrY1w?feature=share>

<https://youtube.com/shorts/UST4KZSrnaQ?feature=share>

<https://youtube.com/shorts/vSKig8aMN-w?feature=share>

 [image0.jpeg](#)

*Andrew Sandoval
City Councilmember
District 5
Cell 831-837-8228*

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF MONTEREY

and

CITY OF SALINAS

for

**THE COORINATION OF RESPONSIBILITIES TO ADMINISTER
AND OPERATE THE SHARE CENTER**

Memorandum of Understanding

DECLARATION

This Memorandum of Understanding (MOU) is entered into as of the last date opposite the respective signatures (the “Effective Date”), by and between the CITY of Salinas, a California Charter City and municipal corporation (CITY), the County of Monterey, a political subdivision of the State of California (COUNTY), collectively referred to as “PARTIES”, for the purpose of identifying roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906 owned by the COUNTY with reference to the following facts:

RECITALS

- A. **WHEREAS** on September 25, 2018, the PARTIES entered into an initial MOU for the coordination of responsibilities related to developing a shelter (and develop an affordable housing project for families adjacent to the SITE) and agreed to coordinate their staff to expedite site development and conduct the RFP process for the selection of, and negotiation of agreements with, a future developer and operator for the Shelter; and
- B. **WHEREAS** on May 29, 2019, the COUNTY was awarded \$6,018,100 in funding through the Homeless Emergency Aid Program (“ HEAP”) by the Continuum of Care for Monterey and San Benito County for the construction of a year-round shelter at 845 East Laurel Drive; and
- C. **WHEREAS** on September 15, 2020, the County Board of Supervisors and Salinas City Council formally adopted the name of the Salinas Housing Advancement, Resources & Education Center (“SHARE Center”) for the new Shelter at 845 East Laurel Drive; and
- D. **WHEREAS** on June 22, 2021, the PARTIES extended the MOU to further coordinate their respective staff to effectively administer the operations of the SHARE Center (and develop affordable housing with a focus on families on the Property); and
- E. **WHEREAS** the 2024 Homeless Point-in-Time Count (PIT) mandated by the U.S. Department of Housing and Urban Development and conducted by the local Continuum of Care lead agency revealed that 2,436 people are experiencing homelessness on any given night, representing a 19% increase from 2022; and
- F. **WHEREAS** on November 12, 2024, the County Board of Supervisors adopted a resolution declaring an emergency shelter crisis, renewing their commitment to addressing homelessness in the Monterey County geographic region; and
- G. **WHEREAS** the PARTIES desire to update the terms of the MOU, dated June 22, 2021, to extend the collaboration of the administration and oversight of the operations of the SHARE Center and further define roles and responsibilities; and

H. **WHEREAS** this MOU supersedes all previously approved MOUs regarding the shared financial and administrative roles and responsibilities for the operation of the SHARE Center between the CITY and COUNTY; however, any terms relating to partnerships on affordable housing shall be addressed in a separate MOU.

NOW, THEREFORE, in consideration of the declaration, recitals, mutual consideration, representations, conditions, and obligations contained in this MOU, and incorporated herein, the PARTIES agree as follows:

ARTICLE 1.0 ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This Memorandum of Understanding (MOU) establishes the roles and responsibilities related to the shared administrative and financial responsibility of the SHARE Center, a low-barrier housing navigation center, located at 845 E. Laurel Drive, Salinas, California 93906.

a. Subject to funding availability, the COUNTY shall:

1. Maintain ownership of the property;
2. Serve as the fiscal lead, compile and review the proposed operations and services budget, and coordinate with the CITY to ensure the budget reflects jointly agreed-upon priorities and cost allocations;
3. Devote sufficient personnel to oversee the maintenance and repairs, including all capital improvements required to maintain a safe and healthy environment for staff and program participants;
4. Any future conveyance of the Property must be authorized by the COUNTY;

b. Subject to funding availability, CITY shall:

1. Devote sufficient personnel to lead and manage a competitive bidding process in accordance with CITY Procurement Policies and Procedures for a shelter operator, in collaboration with the COUNTY, every three (3) years, or in the event of termination of service by the current shelter operator, unless otherwise directed by the County Board of Supervisors and Salinas City Council:
 - i. CITY will receive bids and collaborate with COUNTY to determine adequacy and completeness of RFP process;
 - ii. CITY will document and maintain records associated with the RFP process;
 - iii. CITY will work collaboratively with COUNTY to respond to and RFP questions, comments or appeals.

c. Subject to funding availability, the PARTIES shall:

1. Prior to issuing any Request for Proposals (RFP) for the selection of a service

provider to operate the SHARE Center, City and County staff shall provide written notice to the Board of Supervisors and the Salinas City Council. Execution of any new operator agreement resulting from such solicitation shall be contingent upon the approval of the new operator by the Monterey County Board of Supervisors and the Salinas City Council.

2. Be responsible for 50% of the total operating costs of the SHARE Center which may be covered by federal, state, or local funding. “Operating costs” include, but are not limited to:
 - i. Operator contract(s)
 - ii. Rapid Re-Housing and Housing Navigation
 - iv. Maintenance and janitorial services
 - v. Utilities (electricity, gas, water, internet, etc.)
 - vi. Security
 - vii. Supplies and equipment
 - viii. Insurance
3. Partner with Operator on annual reports to the County Board of Supervisors and City Council. Such reports shall include, but is not limited to:
 - i. Number and demographics of persons served
 - ii. Number of persons housed to permanent housing outcomes
 - iii. Number of persons temporarily housed in other locations (other shelters, transitional housing, bridge, etc.)
 - iv. Bed capacity and occupancy rates by month
 - v. Number of individuals connected to non-cash benefits
 - vi. Number of individuals connected to cash income (employment, SSI/SSDI, etc.)
 - vii. Number of individuals connected to health insurance
 - viii. Average length of stay
 - ix. HMIS compliance
4. Devote sufficient personnel to identify, pursue, and manage state, federal, and local funding and subsequent contracts required to fund the SHARE Center’s daily operations;
5. In the event that anticipated funding is not available or is reduced, the PARTIES agree to enter into good faith negotiations to revise the terms of this MOU;
6. Work collaboratively to develop a transparent and fair formal solicitation of proposals from qualified service providers to operate the SHARE Center, that shall include two (2) representatives from each entity, one member of the Continuum of Care lead agency, and at least one person with lived experience on the rating and ranking panel;
7. Collaborate on drafting contracts with aligned metrics for ongoing operations of the SHARE Center.
8. Align program outcome goals to the Continuum of Care’s established performance benchmarks to achieve a comprehensive approach to addressing homelessness in Monterey County;
9. Partner on public communications, including press releases, media advisories, public statements, social media content, and informational materials related to the SHARE Center;

10. Share data necessary to support program operations, performance monitoring, compliance reporting, and evaluation of the SHARE Center. Shared data may include, but is not limited to:
 - i. Shelter utilization statistics
 - ii. Demographic and needs data (as allowable)
 - iii. Outcome and performance metrics
 - iv. Program budgets and expenditure reports
 - v. HMIS-generated reports (as permitted under applicable data-sharing agreements)
 - vi. Financial reporting and grants management
 - vii. Property and environmental records, reports, studies, and other information related to the facility;
11. Convene monthly meetings with the Operator, or as otherwise mutually agreed upon, to review SHARE Center operations, outcomes, and financial status. Standing agenda topics may include, but are not limited to:
 - i. Review of shelter utilization and performance metrics
 - ii. Review of financial reports and invoices
 - iii. Budget planning and cost reconciliation
 - iv. Updates on grant applications and funding opportunities
 - v. Operational challenges and resolution planning
 - vi. Community engagement and stakeholder feedback
 - vii. Contract compliance and reporting deadlines
12. If there is a disagreement between the PARTIES or their representative(s), the PARTIES shall proceed with resolution as outlined in **Exhibit B: DISPUTES AND CORRECTIVE ACTION** which is incorporated by this reference.

d. Capital Improvements, Maintenance, and Repairs

1. **Definition of Capital Improvements.** Capital Improvements shall mean any permanent additions, structural changes, or upgrades to the SHARE Center facility. Capital Improvements may include, but are not limited to, roof replacement, major HVAC system upgrades, plumbing or electrical overhauls, structural renovations, and significant alterations requiring permits or capital expenditure approval.
2. **Definition of Maintenance and Repairs.** Maintenance and Repairs shall mean routine, periodic, or minor work necessary to keep the facility, its systems, and equipment in good operating condition, including corrective actions to restore functionality without materially extending the facility's useful life. Maintenance and Repairs include janitorial services, landscaping, painting, fixture replacement, minor plumbing or electrical repairs, pest control, and general upkeep.
3. **Schedule of Capital Improvements, Maintenance, and Repairs.** No later than November of each year, the Parties agree to develop an agreed upon schedule of capital improvements, maintenance and repairs, identify costs, and establish a cost sharing strategy to meet the goals and objectives of the schedule.
4. **Coordination and Notification.** Each Party shall promptly notify the other of any condition requiring repair or maintenance to prevent deterioration of the facility or interruption of services. The PARTIES shall coordinate on scheduling such work

to minimize disruption to program operations.

5. **Meet and Confer.** The PARTIES agree to meet and confer regarding cost share prior to incurring any expense related to Capital Improvements or major/extensive emergency Maintenance or Repair.

Section 1.2 Right of Entry

The CITY and its consultants shall have full rights to enter upon the identified property during normal business hours to conduct inspections and investigations in accordance with this Agreement. In connection with such entry and investigation, the CITY shall repair and restore any damage it may cause.

ARTICLE 2. GENERAL CONDITIONS

Section 2.1 General Compliance

The PARTIES, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review analysis as applicable to the implementation of the SHARE Center. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

Section 2.2 Five (5) Year Term of MOU

The term of this MOU (the “Term”) shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the “Five (5) Year Term of Use”, as set forth above. Upon expiration of the initial term, the Agreement may be renewed for two (2) additional terms of five (5) years, provided that the PARTIES delivers written notice of its intent to renew no less than one hundred twenty (120) days prior to the expiration of the initial term. Renewal shall be subject to mutual agreement of the PARTIES on any revised terms and conditions, which shall be documented in writing prior to the commencement of the renewal term.

Section 2.3 Termination

This MOU may be terminated by either Party upon one hundred twenty days (120) days advance written notice. Prior to any said termination, the PARTIES shall meet and confer in good faith. In the event of termination of this MOU by either Party, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4

Mutual Indemnification

The PARTIES shall indemnify, defend, and hold harmless the COUNTY and CITY, its officers, agents, representatives, volunteers, and employees from any claim, liability, demand, loss, costs and expenses (including reasonable attorneys' fees and costs), injury or damage rising out of, or in connection with, performance, or attempted performance, directly or indirectly, of this MOU by the PARTIES and/or its agents, employees or volunteers, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by either PARTY. It is the intent of the PARTIES to this MOU to provide the broadest possible coverage for the COUNTY and CITY. Either PARTY shall reimburse the other for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any claim, judgment, or litigation in which the PARTY is obligated to indemnify, defend and hold harmless the COUNTY pursuant to this MOU. This provision shall survive expiration or termination of this MOU.

Section 2.5

Insurance

During the Term of this MOU, the PARTIES shall each secure and maintain the insurance or self-insurance as described in **Exhibit A**.

**ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS**

Section 3.1

Documentation and Record-Keeping

- a. Records to be maintained. The PARTIES shall maintain all records and such records shall include but not be limited to:
 1. Records providing a full description of each activity undertaken.
 2. Records required to document the solicitation and selection of a developer and operator.
 3. Records required by funding agencies related to the implementation of the MOU.
- b. Retention. The PARTIES shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU with the COUNTY for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the SHARE Center.

ARTICLE 4. **PERSONNEL AND PARTICIPANT CONDITIONS**

Section 4.1 Conduct

- a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.
- b. Hatch Act. The PARTIES agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.
- c. Conflict of Interest. The PARTIES each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective agents, employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5. **ENVIRONMENTAL CONDITIONS**

Section 5.1 Applicable Laws and Regulation

The PARTIES agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

- a. Clean Air Act, 42 U.S.C. 7401 through 7414.
- b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.
- c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.
- d. Environmental Protection Agency Lead-Based Paint Regulations.
- e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6. OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the PARTIES.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the PARTIES hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the PARTIES shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the PARTIES may designate in writing from time to time:

COUNTY OF MONTEREY
Attn: Roxanne V. Wilson, County
Homeless Services Director
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

CITY
Attn: Lisa Murphy, Assistant City
Manager
200 Lincoln Avenue
Salinas, CA 93901
Email: lisagm@ci.salinas.ca.us

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may be amended by a written administrative amendment executed by the City Manager or County Administrative Officer or their respective designees, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

This MOU may not be modified, supplemented, or amended unless in writing by the PARTIES. Any modification, supplementation, amendment, or waiver must be signed by all PARTIES.

Section 6.8 Actions by the CITY and COUNTY

Whenever this MOU calls for or permits the approval, consent, authorization or waiver of the CITY or COUNTY, the approval, consent, authorization, or waiver of the City Manager or COUNTY Administrative Officer or their respective designees, shall constitute the approval, consent, authorization or waiver of the CITY/COUNTY without further action of the City Council or Board of Supervisors, including amendments to the MOU, subject to any required State or federal approval, provided that such administrative amendments do not substantively change the overall purpose of this agreement.

Section 6.9 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.10 No Commissions

Each Party represents to the other that it has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.11 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of

California without reference to choice-of-law principles, and venue for any action under this MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.14 Recitals

The PARTIES understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:

Exhibit A: Insurance Requirements

Exhibit B: Disputes and Corrective Action

Section 6.16 Authority of Signatories

The individuals executing this MOU on behalf of the PARTIES represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this MOU has been executed by the PARTIES on the day and year written below.

COUNTY OF MONTEREY:	CITY OF SALINAS:
<p>COUNTY Administrative Office, Sonia M. De La Rosa, COUNTY Administrative Officer</p> <p>By:</p> <p>Deborah Paolinelli, Assistant COUNTY Administrative Officer</p> <p>Date: _____</p>	<p>City of Salinas Rene Mendez, City Manager</p> <p>By:</p> <p>Rene Mendez, City Manager</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, COUNTY Counsel</p> <p>By:  Anne Brereton, Deputy COUNTY Counsel</p> <p>Date: 12/3/2025 3:40 PM PST</p>	<p>APPROVED AS TO FORM: City of Salinas Christopher A. Callihan, City Attorney</p> <p>By:  Christopher Callihan</p> <p>Date: 12/5/2025 9:21 AM PST</p>
<p>APPROVED AS TO INSURANCE INDEMNIFICATION PROVISIONS: Office of the COUNTY Counsel-Risk Management Susan K. Blitch, Acting COUNTY Counsel</p> <p>By:  David Bolton, Risk Manager</p> <p>Date: 12/3/2025 4:45 PM PST</p>	

EXHIBIT A: INSURANCE REQUIREMENTS

The PARTIES each certify that they maintain a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. **Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
2. **Auto Liability Coverage:** with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. **Workers' Compensation Insurance:** in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

EXHIBIT B: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a “Dispute”, and collectively referred to as “Disputes”), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between PARTIES shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.
2. PARTIES shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. PARTIES shall continue performance of the MOU activities during such resolution.
 - a. Upon receipt by COUNTY of information regarding a perceived failure by CITY to comply with any provision of this MOU, COUNTY has the right to forward CITY a notice of COUNTY’s intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CITY may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of City’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
 - b. Upon receipt by CITY of information regarding a perceived failure by COUNTY to comply with any provision of this MOU, CITY has the right to forward COUNTY a notice of CITY’S intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COUNTY may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY has the right to require the presence of COUNTY’s officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.
 - c. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.
 - d. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.
3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.
4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.