

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, November 12, 2024

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Kimbley Craig

Councilmembers:

Carla Viviana González, District 1 - Tony Barrera, District 2

Jesus Valenzuela, District 3 - Orlando Osornio, District 4

Andrew Sandoval, District 5 - Anthony Rocha, District 6

Rene Mendez, City Manager

Christopher A. Callihan, City Attorney

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

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PLEDGE OF ALLEGIANCE**ROLL CALL****NEW EMPLOYEE WELCOME AND INTRODUCTIONS****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 COMMENT TIME RESTRICTIONS

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 Consent, Consideration, and Closed session items should be held until the items are reached. The public may request that the legislative body consider adding an item for consideration on a future agenda. The public may comment on scheduled agenda items, including closed session items, as they are considered.

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 \$250 (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).

PUBLIC HEARINGS

[ID#24-590](#)

Fifth Substantial Amendment to United States Department of Housing and Urban Development FY 2019-2020 Annual Action Plan

Recommendation: A motion to approve a Resolution authorizing the submission of a Fifth Substantial Amendment to the Fiscal Year (FY) 2019-2020 Annual Action Plan (AAP) after incorporating any necessary modifications based upon community feedback to the United States Department of Housing and Urban Development (HUD); and the City manager or designee to execute, for and on behalf of the City, any agreements and related documents for HUD funded projects and activities as outlined in the Fifth Substantial Amendment Summary to the FY 2019-2020 AAP.

Establishment of Rental Program Fees, Program, Budget, General Fund Budget Appropriation and Workforce Allocation Modification

This item has been continued to November 19, 2024.

CONSENT AGENDA

All matters listed under Consent Agenda may be enacted by one motion unless a member of the Council or the public requests discussion or a separate vote.

[ID#24-655](#)

Minutes

Recommendation: Approve minutes of October 22, 2024.

[ID#24-657](#)

Minutes

Recommendation: Ratify approval of minutes for calendar year 2023 and 2022.

[ID#24-653](#)

Financial Claims

Recommendation: Approve the financial claims report.

[ID#24-167](#)

Agreement with Rincon Consultants, Inc. to provide On-Call Planning and Environmental Services; and Agreement with SCI Consulting to provide Commercial Cannabis Tax Assessment and Monitoring Services

Recommendation: Approve Resolution(s) delegating authority to the City Manager to execute an Agreement with Rincon Consultants, Inc. to provide on-call planning and environmental services from November 12, 2024, to June 30, 2027, in an amount not to exceed \$225,000; and delegating authority to the City Manager to execute an Agreement with SCI Consulting Group to provide commercial cannabis tax assessment and monitoring services from November 12, 2024, to June 30, 2027, in an amount not to exceed \$150,000.

[ID#24-582](#)

Authorization to enter into a Funding Agreement with the Housing Authority of the County of Monterey to Support the Acquisition of 1030 Fairview Avenue

Recommendation: Approve a Resolution authorizing the City Manager to negotiate and execute all applicable forms, conditional commitment letters, agreements, grant-related documents, and subsequent amendments to transfer an amount not to exceed \$2,500,000 to the Housing Authority of the County of Monterey ("HACM"), matched by the County of Monterey, to support the acquisition of the Salinas Inn located at 1030 Fairview Avenue, Salinas, California 93905 (Property), for permanent supportive housing; and the re-allocation of up to \$1,330,263 of year two Permanent Local Housing Allocation (PLHA) funds for Property acquisition; and the re-allocation of up to \$1,169,737 in Prohousing Incentive Program (PIP) funds for Property acquisition.

[ID#24-610](#) **Pump, Motor, and Mechanical Repair Services Award for the City's Sewer Pump Stations**

Recommendation: Approve a Resolution awarding contracts to Fluid Resource Management, Inc. and Koffler Electrical Mechanical Apparatus Repair, Inc. for Pump, Motor, and Mechanical Repair Services for two years beginning on the date of execution with an option to extend the term for two (2) additional years in amount not to exceed amount of \$1,000,000; and authorizing the City Manager to execute the agreements and extensions and/or modifications to the Pump, Motor, and Mechanical Repair Services Contract and to take whatever additional action may be necessary to effectuate the intent of this resolution.

[ID#24-616](#) **Urban Forest Management Plan Street Tree List**

Recommendation: Approve a Resolution adopting the Urban Forest Management Plan recommended street tree list.

[ID#24-617](#) **New York Life Bank Authorized Signatory Update**

Recommendation: Approve a Resolution authorizing the City Manager, Finance Director, and Acting Assistant Finance Director to be added as signatories for the City's New York Life Investment accounts.

[ID#24-623](#) **Fiscal Year 2024-25 Appropriations Limit (GANN Limit) Revision**

Recommendation: Approve a Resolution revising the fiscal year 2024-25 appropriations limit (GANN Limit).

[ID#24-624](#) **Emergency Sherwood Hall HVAC Boiler Replacement, Chiller Maintenance and Water Treatment**

Recommendation: Approve a Resolution authorizing the City Manager to execute an agreement with Environmental Systems Inc. and Water One Industries Inc. for the HVAC boiler and chiller system improvements and water treatment at Sherwood Hall in an amount not to exceed \$552,000 and authorizing the transfer from the Facilities Maintenance Reserve to the Recreation Department - Facility Services Division, to cover the expenses related to the improvements.

[ID#24-629](#) **2024 Pavement Crack Treatment on Various Streets Project CIP 9981**

Recommendation: Approve a Resolution approving the specifications for the 2024 Pavement Crack Treatment on Various Streets Project CIP 9981; awarding a contract to Carter Enterprises Group Inc. dba Pavement Rehab Company for the 2024 Pavement Crack Treatment on Various Streets Project CIP 9981 in the amount of \$505,888 and a 21% project contingency in the amount of \$106,236 for a total not to exceed amount of \$612,124.

[ID#24-632](#) **Amendment No. 1 to Subrecipient Funding Agreement with Community**

Human Services for SHARE Center Operations

Recommendation: Approve a Resolution authorizing the City Manager to execute Amendment No. 1 to the Subrecipient Funding Agreement (No. 24CIP9001-01) with Community Human Services (CHS) to increase the total not to exceed compensation amount to \$2,702,128 for fiscal year 2024-2025; and approve an appropriation of up to \$1,990,000 from American Rescue Plan Act (ARPA) funds with the balance of funds from CIP 9001 - Permanent Homeless Shelter, in an amount not to exceed \$770,000.

[ID#24-649](#)

Updated Response to 2023-2024 Monterey County Civil Grand Jury Final Report

Recommendation: Consider authorizing the Mayor to sign a letter updating responses to the 2023-2024 Monterey County Civil Grand Jury Final Report regarding "Monterey County's Response to Community Members Experiencing a Mental Health Crisis."

[ID#24-600](#)

Ordinance Amending Section 28-14 of the Salinas Municipal Code related to General Regulations Governing the Use of Parks, Recreation areas and Facilities.

Recommendation: Adopt an Ordinance amending Section 28-14 of the Salinas Municipal Code related to General Regulations Governing the Use of Parks, Recreation areas and Facilities.

2nd Reading

ID#24-654

Workforce Allocation Modification

Recommendation: Approve a Resolution modifying the workforce allocation for one grant funded limited term Community Development Analyst in the Community Development Department.

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.

CLOSED SESSION

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

[ID#24-656](#)

- a. **Anticipated Litigation** - Cal. Govt. Code section 54956.9(d)(4), conference with legal counsel regarding potential initiation of litigation (one case).
- b. **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.

ADJOURNMENT

Patricia M. Barajas, City Clerk

AGENDA MATERIAL / ADDENDUM

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

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

PUBLIC NOTIFICATION

This agenda was posted on November 7, 2024 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>.



Legislation Text

File #: ID#24-590, **Version:** 1

Fifth Substantial Amendment to United States Department of Housing and Urban Development FY 2019-2020 Annual Action Plan

A motion to approve a Resolution authorizing the submission of a Fifth Substantial Amendment to the Fiscal Year (FY) 2019-2020 Annual Action Plan (AAP) after incorporating any necessary modifications based upon community feedback to the United States Department of Housing and Urban Development (HUD); and the City manager or designee to execute, for and on behalf of the City, any agreements and related documents for HUD funded projects and activities as outlined in the Fifth Substantial Amendment Summary to the FY 2019-2020 AAP.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: LISA BRINTON, COMMUNITY DEVELOPMENT DIRECTOR

THROUGH: VINCENT MONTGOMERY, PLANNING MANAGER

BY: CRISTINA GONZALEZ, COMMUNITY DEVELOPMENT ANALYST
FRANCISCO BRAMBILA, MANAGEMENT ANALYST

TITLE: FIFTH SUBSTANTIAL AMENDMENT TO UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY
2019-2020 ANNUAL ACTION PLAN

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing:

1. the submission of a Fifth Substantial Amendment to the Fiscal Year (FY) 2019-2020 Annual Action Plan (AAP) after incorporating any necessary modifications based upon community feedback to the United States Department of Housing and Urban Development (HUD); and
2. the City Manager or designee to execute, for and on behalf of the City, any agreements and related documents for HUD funded projects and activities as outlined in the Fifth Substantial Amendment Summary to the FY 2019-2020 AAP.

EXECUTIVE SUMMARY:

This Fifth Substantial Amendment (Amendment) to the FY 2019-2020 AAP proposes to reallocate additional funds in the amount of \$208,400 of Community Development Block Grant (CDBG) CARES Act (-CV) to the Economic Development Technical Assistance activity to extend the term of the Community Development Analyst – Limited Term position in the Community Development Department - Economic Development Division (Small Business Navigator) through the end of FY 2024-2025. Additionally, the Amendment will consolidate and reconcile all the City’s awarded CDBG-CV funding to eligible activities.

BACKGROUND:

Annually, the City as a HUD entitlement jurisdiction, is required by HUD to submit an AAP for review and approval. The AAP serves as the City’s official grant application to HUD for its annual entitlement allocations of CDBG, HOME Investment Partnership Program (HOME) and Emergency Solutions Grant (ESG) funds. The AAP describes eligible projects, programs, and funding amounts for each fund source as well as a description of its relationship to objectives contained in the City’s

broader five-year Consolidated Plan (Con Plan). The FY 2019-2020 AAP was submitted to HUD on June 10, 2019, and approved by HUD on August 20, 2019.

A Substantial Amendment is a formal process that a jurisdiction can exercise to modify an existing HUD approved Con Plan or AAP. Amendments are also required when seeking to fund new activities not previously identified in a Con Plan and AAP or if an increase in current activity funding or total activity beneficiaries exceeds a certain percentage threshold. Per the City’s HUD approved Citizens Participation Plan, this process also requires a public notice, five-day public review period of the proposed amendment for CDBG-CV and ESG-CV activities and a public hearing.

On May 26, 2020, the City Council conducted a public hearing to approve a First Amendment to its FY 2019-2020 AAP to accept and allocate \$1,190,782 of CDBG-CV Phase 1 funding and \$617,245 of ESG-CV Phase 1 funding. Shortly thereafter, on June 9, 2020, HUD notified the City that it would receive an additional allocation of \$5,814,926 of ESG-CV Phase 2 CARES Act funding. On June 23, 2020, the City Council conducted a public hearing and approved a Second Substantial Amendment to the FY 2019-2020 AAP to allow for the receipt and compliant programming of both Phase 1 and Phase 2 CARES Act CDBG-CV and ESG-CV funds.

On September 11, 2020, HUD again notified the City of an additional \$1,209,375 in CARES Act Phase 3 CDBG-CV funding. To fully access this funding and move forward with planned projects, the City Council conducted a public hearing on January 19, 2021, and approved a Third Substantial Amendment to its FY 2019-2020 AAP.

Furthermore, on December 6, 2022, City Council approved a Fourth Substantial Amendment to include new eligible activities (ESG Rapid Rehousing/Emergency Shelter) and the modification and reconciliation of all activities and funding amounts for the City’s CDBG-CV and ESG-CV allocations.

The proposed Fifth Amendment was made available for public review starting on November 2, 2024, through November 12, 2024. This item was also presented to the Housing and Land Use Committee on November 5, 2024. Additionally, this City Council meeting serves as the required public hearing process. Table 1 below lists all activities, components, and funding amounts of the proposed fifth amendment. Complete descriptions are listed in the attached Substantial Amendment Summary .

Table 1: CDBG-CV Allocation			
Name of Organization	Name of Activity	Current Funding	5th Sub. Amendment
City of Salinas	Administration	\$480,031	\$480,031
City of Salinas	Grow Salinas Fund – COVID-19	\$216,344	\$216,858
City of Salinas	Economic Development Technical Assistance	\$400,000	\$608,400
City of Salinas	Housing Information and Referral Services & Fair Housing	\$512,790	\$303,876
Salvation Army	Homeless Encampment Meal Deliveries	\$58,035	\$58,035
Downtown Streets Team	Salinas Downtown Streets Team	\$238,000	\$238,000
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	\$184,000	\$184,000
Food Bank for Monterey County	Food Bank for Monterey County	\$310,957	\$310,957
Total CDBG-CV Funding:		\$2,400,157	\$2,400,157

The Economic Development Technical Assistance activity has been funding a Community Development Analyst - Limited Term position in the Community Development Department - Economic Development Division (Small Business Navigator) to assist small businesses access financial and technical assistance to prevent, prepare for, and respond to the coronavirus. However, existing funding only supports this position to the end of November 2024. Reallocating funds to the Economic Development Technical Assistance activity will ensure sufficient funding to extend the position to the end of FY 2024-2025. Additionally, this position would also be funded with remaining funds in the administration activity.

Reducing the Housing Information and Referral Services & Fair Housing activity would have no change on the services being provided by the City for this purpose, since sources of funding are being utilized to provide the same services.

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 receipt and administration of the HUD CARES Act CDBG-CV and ESG-CV funding will advance the City of Salinas Strategic Plan 2022-2025 Goals and Strategies of Public Safety, Housing/Affordable Housing, and Effective and Culturally Responsive Government.

DEPARTMENT COORDINATION:

The Community Development Department Housing & Community Development Division regularly coordinates and consults with the City Attorney, Finance Department, and HUD Region IX staff regarding its AAP projects, activities, and funding.

FISCAL AND SUSTAINABILITY IMPACT:

There is no impact to the General Fund associated with this Fifth Amendment to reallocate CDBG/CARES Act grant funds received from HUD.

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

ATTACHMENTS:

Resolution
Substantial Amendment Summary

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

A RESOLUTION AUTHORIZING SUBMISSION OF A FIFTH SUBSTANTIAL AMENDMENT TO THE CITY OF SALINAS FY 2019-2020 ANNUAL ACTION PLAN IN RESPONSE TO COVID-19 TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act in response to the COVID-19 (CV) pandemic which was signed into law on March 27, 2020; and

WHEREAS, on May 26, 2020, the City Council approved a Substantial Amendment to its Fiscal Year (FY) 2019-2020 Annual Action Plan (AAP) to accept and program \$1,190,782 of Community Development Block Grant (CDBG) CV Phase 1 funds and \$617,245 of Emergency Solutions Grants (ESG) CV Phase 1 funds; and

WHEREAS, on June 23, 2020, the City Council approved a Second Substantial Amendment to its FY 2019-2020 AAP to accept \$5,814,926 of ESG-CV CARES Act Phase 2 funds and reallocate \$1,190,782 of CDBG-CV Phase 1 funds and \$617,245 of ESG-CV Phase 1 funds; and

WHEREAS, on January 19, 2021, the City Council approved a Third Substantial Amendment to the FY 2019-2020 AAP to initially accept and allocate \$1,209,375 of CDBG-CV Phase 3 funds; and

WHEREAS, on December 6, 2022, the City Council approved a Fourth Substantial Amendment to the FY 2019-2020 AAP to include new eligible activities and the modification and reconciliation of all activities and funding amounts for the City's CDBG-CV and ESG-CV allocations; and

WHEREAS, an Amendment to an AAP is required by HUD if a jurisdiction is seeking to fund new activities not previously identified in a Con Plan and AAP or if an increase in current activity funding or total activity beneficiaries exceeds a certain percentage; and

WHEREAS, the FY 2019-2020 AAP describes the eligible proposed projects, programs, activities, and funding amounts for CDBG, CDBG-CV, HOME, ESG and ESG-CV and its relationship to the 2020-2024 Consolidated Plan (Con Plan) objectives; and

WHEREAS, this Fifth Amendment to the FY 2019-2020 AAP includes modification and reconciliation of all activities and funding amounts for the City's CDBG-CV allocations; and

WHEREAS, the City proposes to execute a Fifth Substantial Amendment to its FY 2019-2020 AAP to make final modifications and additions to various CDBG-CV activities and funding amounts to allow for full, compliant expenditure of all funds within stipulated expenditure timeframes as detailed in the Council Staff Report dated November 12, 2024, and outlined in the substantial amendment summary entitled "City of Salinas Fifth Substantial Amendment Summary" of the report; and

WHEREAS, per the City’s HUD Citizen Participation Plan, substantial amendments related to COVID funding only require a minimum of five-day public review and comment period; and

WHEREAS, this public review and comment period started November 2, 2024, and ended November 12, 2024; and

WHEREAS, the Housing and Land Use Committee held a meeting on November 5, 2024, to obtain further comments on the proposed substantial amendment and unanimously recommended the proposal move forward to the City Council for final consideration; and

WHEREAS, the City Council held a duly noticed public hearing on November 12, 2024, to obtain further comments on the proposed Amendment; and

WHEREAS, the City will take appropriate action to incorporate any necessary modifications to Amendment based upon community feedback received within the comment period prior to submission to HUD; and

WHEREAS, 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).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salinas hereby approves the submission of a Fifth Substantial Amendment to the FY 2019-2020 AAP after incorporating any necessary modifications based upon community feedback to HUD; and

BE IT FURTHER RESOLVED that the Salinas City Council hereby authorizes the City Manager or designee to execute, for and on behalf of the City, any agreements and related documents for HUD funded projects and activities as outlined in the Fifth Substantial Amendment Summary to the FY 2019-2020 AAP.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

CITY OF SALINAS FIFTH SUBSTANTIAL AMENDMENT SUMMARY

FY 2019-2020 Annual Action Plan (July 1, 2019, through June 30, 2020)

Executive Summary

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

Introduction

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Through the CARES Act, the United States Department of Housing and Urban Development (HUD) allocated COVID-19 (CV) funding allocations to the City of Salinas (City) for both the Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) to support the preparation for and response to the community impacts of the CV pandemic. HUD's distribution plan for the additional funding included multiple phases that would allow for quick access to funding necessary to address the immediate crisis resulting from the rising pandemic, as well as phases that would support post-pandemic community recovery.

In Phase 1, the City was allocated \$1,190,782 in CDBG-CV and \$617,245 in ESG-CV funds. The City amended the FY 2019-2020 Annual Action Plan (AAP) to receive and plan for the expenditure of these additional funds for COVID responses. On May 26, 2020, the City Council conducted a public hearing and approved a necessary Substantial Amendment to its FY 2019-2020 AAP to allow the City to receive and program project funding and activities.

On June 9, 2020, HUD notified the City that it would receive an additional \$5,814,926 ESG-CV Phase 2 (2) CARES Act funding allocation. In order to accept this ESG-CV (2) funding, enhance coordination with other funding, and comply with CARES Act nonduplication of benefit requirements, the City approved a Second Substantial Amendment to its FY 2019-2020 AAP on June 23, 2020.

On September 11, 2020, the City was again notified by HUD that the City would receive an additional \$1,209,375 in CDBG-CV Phase 3 (3) CARES Act funds. A Third Substantial Amendment to the FY 2019-2020 AAP was approved to receive and allocate this new CDBG-CV (3) funding.

On December 6, 2022, the City amended the FY 2019-2020 AAP reallocating funding in Phases 1, 2 and 3 of HUD's CARES Act resource distribution plan. The City de-obligated and reallocated ESG funding to Street Outreach and Emergency Shelter.

This document represents the City's Fifth Substantial Amendment to the FY 2019-2020 AAP which will reconcile and reallocate CDBG-CV funding within its AAP.

AP-12 Participation - 91.115, 91.300(c)

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

The FY 2019-2020 AAP Fifth Substantial Amendment addresses the re-allocation of CDBG-CV funds to eligible projects/activities and per current HUD Federal Regulation waivers will be available for a minimum public review and comment period of five (5) days. The draft FY 2019-2020 AAP Fifth Substantial Amendment is available for comment from all interested members of the public from November 2, 2024, to November 12, 2024.

The Fifth Substantial Amendment and Public Notice document are available for review at City Clerk's Office, City Hall (200 Lincoln Avenue), City Community Development Department (65 W. Alisal Street), John Steinbeck Library, El Gabilan Library, Cesar Chavez Library, City Housing Division NOFA/RFP e-mail distribution list and on the City's website at: <https://www.cityofsalinas.org/Newsroom/Public-Notices>.

Please submit electronic, written or mailed comments to:

City of Salinas
 Community Development Department Housing Division
 Attn: Planning Manager
 City of Salinas
 65 W. Alisal Street, 2nd Floor
 Salinas, CA 93901
housingwebmail@ci.salinas.ca.us

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

Introduction

The City of Salinas was awarded \$2,400,157 in CDBG-CV funds from two phases of CARES Act funding through three substantial amendments to the FY 2019-2020 Annual Action Plan. This funding is a one-time award, additional funds will not be awarded. See table below which shows CARE Act funds awarded.

Program	Funding Source	Eligible Activities	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Allocation:	Program Income:	Prior Year Resources	Total:		
CDBG-CV (1)	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,190,782	\$0	\$0	\$1,190,782	\$0	One-Time funding Award - CARES Act, March 2020
CDBG-CV (3)	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,209,375	\$0	\$0	\$1,209,375	\$0	One-Time funding Award - CARES Act, March 2020

AP-20 Annual Goals and Objectives – 91.320(c)(3) &(e)

Goals Summary Information

The figures below represent estimates of allocation goals and objectives for the additional funding provided under the CARES Act. These figures are determined by the funding recipients' priority needs.

AP-25 Allocation Priorities – 91.320(d)

Introduction

The amended figures below are based on the amount of CDBG-CV funds awarded by the CARES Act for Federal Fiscal Year (FY) 2019-2020 for eligible activities that fall within that goal. The figures below will depend on funding needs for activities within the specified goal categories.

Sort Order	Goal Name	Start - End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Enhanced Homeless Facilities and Services	2015-2019	Homeless	City-Wide	Homeless Services	CDBG-CV \$296,035.15	Public service activities other than Low/Moderate Income Housing Benefit: 600 Persons Assisted
3	Enhanced Neighborhood Conditions	2015-2019	Non-Homeless Special Needs Non-Housing Community Development	City-Wide and Alisal Neighborhood Revitalization Strategy Area	Public Services Economic Development	CDBG-CV: \$1,624,090.85	Public service activities other than Low/Moderate Income Housing Benefit: 2,400 Persons Assisted Businesses assisted: 86 Business Assisted
4	Planning and Program Administration	2015-2019	Planning and Administration	City-Wide	Planning and Administration	CDBG-CV: \$480,031	

AP-38 Project Summary

Project Summary Information

	Project Name	CDBG-CV Planning and Program Administration
	Target Area	Citywide
	Goals Supported	Planning and Program Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG-CV: \$480,031
	Description	To prepare, prevent, and respond to COVID-19 to cover additional administrative costs for COVID-19 activities.
	Target Date	December 31, 2021 December 31, 2025
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide
	Planned Activities	Program design and delivery of COVID-19 services
22	Project Name	CDBG-CV Public Services and Economic Development for COVID-19 Response
	Target Area	City-Wide and Alisal Neighborhood Revitalization Strategy Area
	Goals Supported	Enhanced Neighborhood Conditions
	Needs Addressed	Public Services and Economic Development
	Funding	CDBG-CV: \$1,920,126
	Description	The City Plans to provide economic development assistance to small businesses with loans or grants and technical assistance to small businesses and microenterprise businesses in order to respond to the COVID-19 pandemic. The City also plans to provide fair housing counseling, tenant/landlord mitigation, education, referral services, and general budget/financial counseling in order to respond to COVID-19. In addition, the City plans to allocate funding for food distribution to multiple homeless, non-profit service providers and general public in order to respond to the COVID-19 pandemic.
	Target Date	December 31, 2021 2025
	Estimate the number and type of families that will benefit from the proposed activities	2,400 Households 84 Businesses
	Location Description	Citywide
	Planned Activities	Activities may include: <ul style="list-style-type: none"> • Grow Salinas Fund - Recapitalize Grow Salinas fund to increase access to Capital to small business through loans or grants as a response to COVID-19 by creating and retaining jobs. (CDBG-CV: \$216,858.51) (HUD Matrix Code 18A - LMC/LMA) • Economic Development Technical Assistance - A portion of a business navigator to assist businesses with more than 5 employees in business recovery. (CDBG-CV: \$82,495.00 62,495.00) (HUD Matrix Code 18B - LMC/LMA) • Economic Development Technical Assistance - Micro Business Enterprise - For a business navigator to assist microbusinesses safely to re-open, have access to economic recovery resources, and navigate local government processes. (CDBG-CV: \$525,904.30 545,904.30) (HUD Matrix Code 18C - LMA/LMC)

		<ul style="list-style-type: none"> • ECHO Fair Housing and Tenant/Landlord Services - Provide fair housing counseling and tenant/landlord mitigation. Respond to evictions due to COVID-19 and assist with the additional demand for eviction mitigation. (CDBG-CV: \$184,000) (HUD Matrix Code 05J - LMC) • City Housing Information and Referral Services - City to dedicate a Housing Analyst position to provide housing information, education, referral services, and general budget/financial counseling. (CDBG-CV: \$298,492.62 270,828.16) (HUD Matrix Code 05X - LMC) • City Fair Housing - City to dedicate a portion of a Housing Analyst position time to provide fair housing and education services. (CDBG-CV: \$5,383.42 33,047.88) (HUD Matrix Code 05J - LMC) • Food Bank for Monterey County - Food distribution to multiple homeless, non-profit service providers, and general public. To respond to higher community-wide food demands by increasing food distribution capacity to multiple homeless, non-profit service providers, and general public. (CDBG-CV: \$310,957) HUD Matrix Code 05W - LMC) • Downtown Streets Team - DST will provide services into self-sufficiency to Team Members who comprised of unhoused individuals. The Team will be receiving social services to removed barriers for housing along with employment services to graduate them into regular employment as a respond to COVID-19. The Outreach Specialist will continue working with existing community partners towards Team Members goals related to shelter, housing, heath, mental health, substance abuse, employment, income, and self-sufficiency. While conducting 400 outreach interactions with unhoused individuals. (CDBG-CV: \$238,000) • Food Distribution - Food distribution to homeless encampments. To respond to shelter-in-place order due to COVID-19 by increasing food distribution capacity to homeless encampments. To minimize and prevent homeless encampment displacement. (CDBG-CV: \$58,035.16)
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DRAFT

FIFTH SUBSTANTIAL AMENDMENT TO HUD FY 2019-2020 ANNUAL ACTION PLAN

Community Development Department
Vincent Montgomery, Planning Manager
Francisco Brambila, Management Analyst
November 12, 2024





Executive Summary

- This Fifth Substantial Amendment will:
 - reallocate \$208,400 to Economic Development Technical Assistance
 - reallocate, consolidate and reconcile all CDBG-CV funding to meet expenditure deadlines

Discussion

- Substantial Amendment to FY 2019-2020 AAP
 - Is a process to modify existing Con Plan or AAP
 - Is required when funding new activities not identified in AAP, and/or there is a change in funding and/or beneficiaries to an activity that exceeds certain threshold
 - Requires public notice, and minimum five (5) day public review and comment period, which started on November 2, 2024
 - Requires public hearing, and approval of CC to submit to HUD, which will happen on November 12, 2024

CDBG-CV Funding Allocations

Name of Organization	Name of Activity	Current Funding	5 th Substantial Amendment
City of Salinas	Administration	\$480,031	\$480,031
City of Salinas	Grow Salinas Fund – COVID-19	\$216,344	\$216,858
City of Salinas	Economic Development Technical Assistance	\$400,000	\$608,400
City of Salinas	Housing Information and Referral Services & Fair Housing	\$512,790	\$303,876
Salvation Army	Homeless Encampment Meal Deliveries	\$58,035	\$58,035
Downtown Streets Team	Salinas Downtown Streets Team	\$238,000	\$238,000
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	\$184,000	\$184,000
Food Bank for Monterey County	Food Bank for Monterey County	\$310,957	\$310,957
	Total Funding	\$2,400,157	\$2,400,157



CEQA Consideration

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



Strategic Plan Initiative

The receipt and administration of CARES Act HUD funding supports the following City Council strategic goals:

- Housing/Affordable Housing
- Public Safety
- Effective and Culturally Responsive Government

Fiscal Impact

CARES Act funding is provided directly to the City by HUD. No General Fund impact.

Recommended Motion

A motion to approve a Resolution authorizing:

1. the submission of a Fifth Substantial Amendment to the FY 2019-2020 Annual Action Plan after incorporating any necessary modifications based upon community feedback to the United States Department of Housing and Urban Development; and
2. the City Manager or designee to execute, for and on behalf of the City, any agreements and related documents for HUD funded projects and activities as outlined in the Fifth Substantial Amendment Summary to the FY 2019-2020 AAP.



Questions & Comments



City of Salinas

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

Legislation Text

File #: ID#24-655, **Version:** 1

Minutes

Approve minutes of October 22, 2024.



City of Salinas

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

Legislation Text

File #: ID#24-657, **Version:** 1

Minutes

Ratify approval of minutes for calendar year 2023 and 2022.



City of Salinas

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

Legislation Text

File #: ID#24-653, **Version:** 1

Financial Claims

Approve the financial claims report.

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
478697	10/17/2024	Reconciled	Christopher Neff	\$307.25
478698	10/17/2024	Reconciled	David Puckett	\$307.25
478699	10/17/2024	Open	Devon Castaneda	\$307.25
478700	10/17/2024	Open	Eric Rodriguez	\$130.25
478701	10/17/2024	Reconciled	Gabriel Gonzalez	\$341.25
478702	10/17/2024	Reconciled	Heidi Niggemeyer	\$1,271.91
478703	10/17/2024	Reconciled	Isaiah Rodriguez	\$78.00
478704	10/17/2024	Open	Jorge Magana	\$307.25
478705	10/17/2024	Reconciled	Justin Heckman	\$31.09
478706	10/17/2024	Reconciled	Mario Reyes	\$164.00
478707	10/17/2024	Open	Mashaad Kiburi	\$405.44
478708	10/17/2024	Open	Nathan Castillo	\$164.00
478709	10/17/2024	Reconciled	Robert Zuniga	\$207.00
478710	10/17/2024	Reconciled	Samantha Garcia	\$85.00
478711	10/17/2024	Reconciled	Seth Morten	\$130.25
478712	10/17/2024	Reconciled	2NDNATURE, LLC	\$38,155.67
478713	10/17/2024	Reconciled	4 Imprint	\$2,090.48
478714	10/17/2024	Reconciled	72 Hour LLC dba Chevrolet of Watsonville/National	\$524.80
478715	10/17/2024	Open	Accent Clean & Sweep, Inc.	\$3,150.00
478716	10/17/2024	Reconciled	Ace Hardware	\$49.97
478717	10/17/2024	Reconciled	Acme Car Wash (William Pierce Inc)	\$2,343.09
478718	10/17/2024	Reconciled	Advanced Uniforms Dust Control & Linen LLC dba Adv	\$69.98
478719	10/17/2024	Reconciled	Alco Water	\$5,874.65
478720	10/17/2024	Reconciled	Alison Heller-Ono dba Worksite International	\$4,975.00
478721	10/17/2024	Reconciled	Amazon.Com	\$939.81
478722	10/17/2024	Reconciled	American Supply Company	\$289.58
478723	10/17/2024	Open	American Traffic Solutions Inc.	\$30,836.90
478724	10/17/2024	Reconciled	Analgesic Services Inc	\$152.50
478725	10/17/2024	Reconciled	Ariel Pele Torres dba The Board Mama LLC	\$325.00
478726	10/17/2024	Reconciled	Asap Alisal Signs And Printing	\$13.82
478727	10/17/2024	Reconciled	Assured Aggregates Company Inc	\$2,942.33
478728	10/17/2024	Reconciled	Bandit Systems Inc dba Bandit Systems	\$1,366.48
478729	10/17/2024	Reconciled	Bob Murray and Associates	\$6,726.01
478730	10/17/2024	Open	CA Towing, Inc. dba California Towing & Transport	\$1,031.25
478731	10/17/2024	Reconciled	Cagwin & Dorward, LLC	\$1,033.00
478732	10/17/2024	Open	California Building Standards Commission	\$2,115.90
478733	10/17/2024	Open	California Municipal Statistics, Inc.	\$550.00
478734	10/17/2024	Reconciled	California Water Service	\$645.57
478735	10/17/2024	Open	California Water Service	\$81,381.50
478736	10/17/2024	Reconciled	Canon Solutions America Inc	\$205.66
478737	10/17/2024	Reconciled	Cappo Management XXXIV dba Freeway Toyota of Hanfo	\$38,087.87
478738	10/17/2024	Reconciled	Carahsoft Technology Corporation	\$13,656.25

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
478739	10/17/2024	Reconciled	Casanova Grove	\$1,200.00
478740	10/17/2024	Reconciled	CDW Government LLC	\$3,327.86
478741	10/17/2024	Open	Cencal EMS Training, LLC	\$500.00
478742	10/17/2024	Open	Central Coast Center For Independent	\$3,552.65
478743	10/17/2024	Reconciled	Central Coast YMCA	\$14,545.00
478744	10/17/2024	Reconciled	Charlie D. Zarza	\$728.00
478745	10/17/2024	Reconciled	Chrisp Company	\$23,712.00
478746	10/17/2024	Reconciled	Cintas	\$1,456.19
478747	10/17/2024	Reconciled	CMP-1 Llc dba The Pointe at Harden Ranch	\$2,275.00
478748	10/17/2024	Reconciled	Coalition of Homeless Services Providers	\$4,574.90
478749	10/17/2024	Reconciled	Coast Automotive Warehouse Inc	\$22.29
478750	10/17/2024	Reconciled	Comcast (Business)	\$167.48
478751	10/17/2024	Reconciled	Comcast (Business)	\$53.91
478752	10/17/2024	Reconciled	CONCERN	\$6,073.72
478753	10/17/2024	Reconciled	Condor Security Of America Inc	\$11,671.27
478754	10/17/2024	Reconciled	Consolidated Electrical Distributors, Inc.	\$512.33
478755	10/17/2024	Reconciled	COVA Investments LLC dba Steinbeck Realty, Inc	\$2,650.00
478756	10/17/2024	Reconciled	Craftwater Engineering, Inc	\$42,110.50
478757	10/17/2024	Reconciled	Dataflow Business Systems Inc	\$118.30
478758	10/17/2024	Open	Department Of Conservation	\$12,349.07
478759	10/17/2024	Reconciled	Digistream Bay Area, Inc	\$125.00
478760	10/17/2024	Open	Division Of The State Architect	\$1,520.90
478761	10/17/2024	Reconciled	East Bay Tire Company	\$1,604.68
478762	10/17/2024	Reconciled	Ecology Action of Santa Cruz	\$7,440.00
478763	10/17/2024	Open	Edilcia Perez dba Mami Fit	\$120.25
478764	10/17/2024	Reconciled	Edric Wong	\$3,600.00
478765	10/17/2024	Reconciled	Elsida Lalinawan dba Calina One Properties	\$2,139.40
478766	10/17/2024	Reconciled	Elsida Lalinawan dba Calina One Properties	\$7,215.00
478767	10/17/2024	Reconciled	Fastenal Company	\$270.40
478768	10/17/2024	Reconciled	Fed Ex	\$145.38
478769	10/17/2024	Reconciled	Ferguson US Holdings Inc dba Ferguson Enterprises	\$279.07
478770	10/17/2024	Reconciled	Fidelity Management Trust Company	\$11,163.48
478771	10/17/2024	Reconciled	Gavilan Printers LLC	\$412.84
478772	10/17/2024	Reconciled	Genuine Parts Company dba NAPA Auto Parts	\$12.06
478773	10/17/2024	Reconciled	Goldfarb and Lipman	\$1,393.50
478774	10/17/2024	Reconciled	Goldstar Products, Inc	\$2,917.10
478775	10/17/2024	Reconciled	Granite Construction Company	\$1,715.24
478776	10/17/2024	Reconciled	Granite Rock Co	\$188.78
478777	10/17/2024	Reconciled	Green Line Liquid Waste	\$1,560.00
478778	10/17/2024	Reconciled	Green Rubber Kennedy Ag	\$283.81
478779	10/17/2024	Reconciled	Gregorio Jimenez	\$2,900.00
478780	10/17/2024	Reconciled	Gregory Patterson dba CCOI Gate & Fence	\$33,410.00

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
478781	10/17/2024	Reconciled	GSCE Group, LP dba Nieto's Laundromat & Nieto's Ap	\$2,400.00
478782	10/17/2024	Reconciled	Guillermo Velazquez	\$6,600.00
478783	10/17/2024	Reconciled	HD Supply White Cap Construction Supply	\$939.73
478784	10/17/2024	Reconciled	Hydro Turf	\$652.60
478785	10/17/2024	Reconciled	Industrial Machine Shop	\$995.28
478786	10/17/2024	Reconciled	Interactive Data, LLC dba IDI	\$152.00
478787	10/17/2024	Open	Jahaira Paola Navarro dba Dance Into Fitness with	\$773.50
478788	10/17/2024	Reconciled	Jahan Thissel	\$1,000.00
478789	10/17/2024	Reconciled	Jesse And Evan Inc dba La Plaza Bakery	\$261.77
478790	10/17/2024	Open	Jim Pia	\$258.30
478791	10/17/2024	Reconciled	JJR Construction Inc	\$517,152.92
478792	10/17/2024	Reconciled	Johnny Pinon	\$305.00
478793	10/17/2024	Reconciled	Johnson Associates	\$304.56
478794	10/17/2024	Reconciled	Johnson Electronics	\$120.00
478795	10/17/2024	Reconciled	Jose Luis Corral dba Salinas Pizza	\$452.02
478796	10/17/2024	Reconciled	Kelly-Moore Paint Company	\$960.61
478797	10/17/2024	Reconciled	Kenneth R Hargis dba Hargis & Associates	\$21,500.00
478798	10/17/2024	Reconciled	Kimley Horn And Assoc Inc	\$19,540.93
478799	10/17/2024	Reconciled	Kronos Incorporated	\$10,560.00
478800	10/17/2024	Open	Kysmet Security & Patrol	\$1,676.36
478801	10/17/2024	Reconciled	Lakeshore Learning Materials	\$80.74
478802	10/17/2024	Reconciled	LAZ KARP Associates, LLC	\$41,958.30
478803	10/17/2024	Reconciled	Luis E Mercado	\$2,044.97
478805	10/17/2024	Reconciled	Maze & Associates	\$21,470.00
478806	10/17/2024	Open	MCSI Water Systems Management	\$482.65
478807	10/17/2024	Reconciled	MNS Engineers, Inc	\$5,325.00
478808	10/17/2024	Reconciled	Monterey County Convention And Visitors Bureau	\$78,755.49
478809	10/17/2024	Open	Monterey County Health Department	\$65,000.00
478810	10/17/2024	Open	Monterey County Health Department	\$2,052.00
478811	10/17/2024	Reconciled	Monterey County Office of Education	\$36,250.00
478812	10/17/2024	Reconciled	Monterey Transfer and Storage Inc	\$766.50
478813	10/17/2024	Reconciled	MP Express, Inc	\$371.69
478814	10/17/2024	Reconciled	MUVZ, Inc dba TrafficSafetyStore.com	\$2,657.96
478815	10/17/2024	Open	One Parkside LP	\$1,250.00
478816	10/17/2024	Reconciled	One Workplace L Ferrari, LLC dba Peninsula Busines	\$1,362.05
478817	10/17/2024	Open	Operation Freedom Paws	\$228.00
478818	10/17/2024	Reconciled	Pacific Gas and Electric Company	\$679.59
478819	10/17/2024	Reconciled	PARS Retirement Services	\$655.31
478820	10/17/2024	Reconciled	Place Works Inc	\$20,643.18
478821	10/17/2024	Reconciled	Preferred Alliance Inc.	\$5,285.74
478822	10/17/2024	Reconciled	Pure Water	\$343.75
478823	10/17/2024	Reconciled	Quinn Company	\$85.09

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
478824	10/17/2024	Reconciled	R3 Consulting Group, Inc.	\$50,000.00
478825	10/17/2024	Reconciled	Ramundsen Superior Holdings, LLC dba Superion LLC	\$124.20
478826	10/17/2024	Reconciled	Raul Ortega	\$480.00
478827	10/17/2024	Reconciled	RDO Equipment Company	\$444.43
478828	10/17/2024	Reconciled	RELX Inc. dba LexisNexis, Division of RELX Inc.	\$2,062.70
478829	10/17/2024	Reconciled	Rent-A-Fence.com, Inc	\$216.32
478830	10/17/2024	Reconciled	Republic Services of Salinas	\$1,510.20
478831	10/17/2024	Reconciled	Rexel USA, Inc dba Platt Electric Supply	\$157.20
478832	10/17/2024	Reconciled	Rincon Consultants, Inc.	\$8,794.75
478833	10/17/2024	Reconciled	Russell Auria Pest Control Services	\$345.00
478834	10/17/2024	Reconciled	Safe Software Inc.	\$1,577.83
478835	10/17/2024	Reconciled	Same Day Shred	\$170.00
478836	10/17/2024	Reconciled	San Lorenzo Lumber	\$791.52
478837	10/17/2024	Reconciled	Save The Whales	\$27,388.76
478838	10/17/2024	Reconciled	Serological Research Institute	\$1,750.00
478839	10/17/2024	Reconciled	Shawn Miguel Russell dba Russell Investigations	\$1,950.25
478840	10/17/2024	Reconciled	Shums Coda Associates, Inc	\$5,590.72
478841	10/17/2024	Open	South Bay Regional Public Safety	\$400.00
478842	10/17/2024	Reconciled	Stommel Inc dba Lehr	\$1,178.82
478843	10/17/2024	Reconciled	Sturdy Oil Company	\$60,374.73
478844	10/17/2024	Reconciled	Target Pest Control	\$360.00
478845	10/17/2024	Reconciled	TEF Architecture & Interior Design, Inc dba TEF De	\$14,852.00
478846	10/17/2024	Reconciled	The Ed Jones Company, Incorporated	\$150.19
478847	10/17/2024	Reconciled	Thomson-West/Barclays	\$1,862.72
478848	10/17/2024	Reconciled	Timothy Kuelker	\$3,494.34
478849	10/17/2024	Reconciled	Trace Analytics, LLC	\$584.44
478850	10/17/2024	Reconciled	Tri County Fire Protection	\$279.06
478851	10/17/2024	Reconciled	True North Compliance Services, Inc	\$34,855.76
478852	10/17/2024	Reconciled	U.S. Bank National Association dba U.S. Bank Equip	\$344.98
478853	10/17/2024	Reconciled	U.S. Bank National Association ND	\$17,948.63
478854	10/17/2024	Reconciled	United Rentals	\$2,959.32
478855	10/17/2024	Reconciled	United Site Services	\$375.10
478856	10/17/2024	Reconciled	Urban Field Studio Oakland	\$13,559.03
478857	10/17/2024	Reconciled	Valley Saw Shop	\$996.77
478858	10/17/2024	Reconciled	Venissa Rosa Petty Cash Custodian	\$90.73
478859	10/17/2024	Reconciled	Verizon Wireless	\$570.73
478860	10/17/2024	Reconciled	Verizon Wireless	\$1,378.51
478861	10/17/2024	Reconciled	Verizon Wireless	\$1,136.53
478862	10/17/2024	Reconciled	Verizon Wireless	\$3,733.29
478863	10/17/2024	Reconciled	Verizon Wireless	\$2,094.47
478864	10/17/2024	Reconciled	Verizon Wireless	\$633.62
478865	10/17/2024	Open	Vestis Group, Inc dba Vestis Services, LLC	\$75.12

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
478866	10/17/2024	Open	Vincent Robert Davi	\$53.00
478867	10/17/2024	Reconciled	Vista Pointe Apartments LP	\$2,811.00
478868	10/17/2024	Reconciled	Wald, Ruhnke & Dost Architects, LLP	\$6,242.50
478869	10/17/2024	Reconciled	Wallace Group A California Corporation	\$4,798.00
478870	10/17/2024	Reconciled	Walmart c/o Capitol One	\$785.36
478871	10/17/2024	Reconciled	WCAF, LLC dba Watsonville Ford	\$0.24
478872	10/17/2024	Reconciled	WCDJR LLC dba Watsonville Chrysler Dodge Jeep Ram	\$259.96
478873	10/17/2024	Reconciled	Whitson & Associates Inc dba Whitson Engineers	\$635.00
478874	10/17/2024	Reconciled	Wilmington Trust	\$2,500.00
478875	10/17/2024	Reconciled	Wilmington Trust	\$1,500.00
478876	10/17/2024	Reconciled	Worldpac	\$74.37
478877	10/17/2024	Reconciled	Yessica Infante-Sanchez dba Yessica Infante Face P	\$437.50
478878	10/17/2024	Reconciled	Associated Rebar, Inc	\$900.00
478879	10/17/2024	Open	Empresa de Fuego	\$363.25
478880	10/17/2024	Reconciled	GRO Enterprise	\$2,001.03
478881	10/17/2024	Reconciled	KLOK/KSES/KMBX AM & FM	\$1,900.00
478882	10/17/2024	Open	Rich Trytten	\$1,996.00
478883	10/24/2024	Open	Bianca Raya	\$219.50
478884	10/24/2024	Reconciled	Byron Gansen	\$276.00
478885	10/24/2024	Open	Christopher Knapp	\$126.00
478886	10/24/2024	Reconciled	Cindy Guerrero	\$1,575.04
478887	10/24/2024	Open	Curtis Jones	\$261.75
478888	10/24/2024	Open	Eulalio Villegas	\$31.65
478889	10/24/2024	Reconciled	Martina Byler	\$10.01
478890	10/24/2024	Reconciled	Matthew Nelson	\$361.80
478891	10/24/2024	Open	Rosa Quintero	\$189.25
478892	10/24/2024	Reconciled	Timothy Kuelker	\$692.98
478893	10/24/2024	Open	Tommy Kor	\$108.00
478894	10/24/2024	Reconciled	Ace Hardware	\$350.12
478895	10/24/2024	Reconciled	Advanced Uniforms Dust Control & Linen LLC dba Adv	\$132.08
478896	10/24/2024	Reconciled	Agile Occupational Medicine PC	\$3,612.12
478897	10/24/2024	Reconciled	Alco Water	\$10,930.70
478898	10/24/2024	Reconciled	Allstar Fire Equipment Inc	\$5,908.11
478899	10/24/2024	Reconciled	Amazon.Com	\$1,541.25
478900	10/24/2024	Reconciled	American Supply Company	\$2,070.62
478901	10/24/2024	Reconciled	Ana Rueda De Vidales dba JAV Language Solutions	\$424.04
478902	10/24/2024	Open	Andrew McLaughlin	\$100.00
478903	10/24/2024	Open	Aromas Firefighters Association	\$170.00
478904	10/24/2024	Reconciled	Arrowhead Evaluation Services, Inc.	\$2,375.00
478905	10/24/2024	Open	Arrowhead Forensics	\$115.72
478906	10/24/2024	Reconciled	AT&T Mobility	\$120.95
478907	10/24/2024	Reconciled	AT&T Mobility	\$21.99

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
478908	10/24/2024	Open	AutoZone West Inc	\$811.18
478909	10/24/2024	Reconciled	Baron Augustine	\$100.00
478910	10/24/2024	Open	Beatriz E Trujillo Ortega dba Tru Translations	\$217.52
478911	10/24/2024	Reconciled	Benitez Security Services, Inc	\$53,943.00
478912	10/24/2024	Reconciled	BN Motorsports, Inc dba Ben's Motorcycle Works	\$1,748.09
478913	10/24/2024	Open	Bode Limited Partnership dba c/o Backus Properties	\$2,500.00
478914	10/24/2024	Open	Brent DeBorde	\$88.75
478915	10/24/2024	Reconciled	Bruce Bush	\$100.00
478916	10/24/2024	Open	CA Towing, Inc. dba California Towing & Transport	\$125.00
478917	10/24/2024	Reconciled	California Water Service	\$61.15
478918	10/24/2024	Reconciled	California Water Service	\$252.87
478919	10/24/2024	Reconciled	California Water Service	\$78.74
478920	10/24/2024	Reconciled	California Water Service	\$416.52
478921	10/24/2024	Reconciled	California Water Service	\$33.06
478922	10/24/2024	Reconciled	California Water Service	\$1,528.48
478923	10/24/2024	Reconciled	California Water Service	\$33.06
478924	10/24/2024	Open	Cappy Pottorff	\$295.00
478925	10/24/2024	Reconciled	Carl Warren & Company, LLC	\$11,982.49
478926	10/24/2024	Open	Carlos Ramon Lopez Rios	\$53.00
478927	10/24/2024	Open	Carollo Engineers, Inc	\$2,850.00
478928	10/24/2024	Reconciled	Cathy's Action Packed Fun Jumps Inc	\$1,648.00
478929	10/24/2024	Open	CDW Government LLC	\$30,511.75
478930	10/24/2024	Open	Chris Lane	\$100.00
478931	10/24/2024	Reconciled	Chris Swinscoe	\$100.00
478932	10/24/2024	Reconciled	Chrisp Company	\$307,746.40
478933	10/24/2024	Open	Cintas	\$1,820.22
478934	10/24/2024	Reconciled	City Of Monterey	\$600.00
478935	10/24/2024	Reconciled	CMMT Group, LP	\$2,500.00
478936	10/24/2024	Open	CMP-1 Llc dba The Pointe at Harden Ranch	\$1,800.00
478937	10/24/2024	Open	CMP-1 Llc dba The Pointe at Harden Ranch	\$3,050.00
478938	10/24/2024	Reconciled	CMP-1, LLC dba Cambridge Court Apartments Homes	\$2,273.00
478939	10/24/2024	Open	Coast Automotive Warehouse Inc	\$384.68
478940	10/24/2024	Reconciled	Coast Counties Truck & Equipment Co dba Coast Coun	\$2,452.90
478941	10/24/2024	Reconciled	Coastal Tractor	\$3,790.79
478942	10/24/2024	Reconciled	Comcast (Business)	\$623.83
478943	10/24/2024	Reconciled	Community Homeless Solutions	\$133,939.96
478944	10/24/2024	Reconciled	CONCERN	\$6,073.72
478945	10/24/2024	Open	Condor Security Of America Inc	\$12,659.20
478946	10/24/2024	Reconciled	Consolidated Electrical Distributors, Inc.	\$40.23
478947	10/24/2024	Open	COVA Investments LLC dba Steinbeck Realty, Inc	\$3,600.00
478948	10/24/2024	Reconciled	CSC Of Salinas	\$118.66
478949	10/24/2024	Open	Dana Cornelison	\$100.00

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General Account - General Account				
Check				
478950	10/24/2024	Open	Daniel David Green	\$100.00
478951	10/24/2024	Reconciled	Dave Shaw	\$100.00
478952	10/24/2024	Open	David L Crabill	\$100.00
478953	10/24/2024	Open	David Poulin	\$100.00
478954	10/24/2024	Open	Department Of Justice	\$1,257.00
478955	10/24/2024	Open	Department Of Pesticide Regulation	\$140.00
478956	10/24/2024	Open	Diede Construction, Inc	\$7,159.20
478957	10/24/2024	Open	Discount School Supply	\$69.04
478958	10/24/2024	Reconciled	Don Chapin Inc	\$5,534.40
478959	10/24/2024	Reconciled	Downtown Streets, Inc	\$66,646.71
478960	10/24/2024	Open	E2 Consulting Engineers, Inc	\$64,258.25
478961	10/24/2024	Reconciled	East Bay Tire Company	\$3,403.58
478962	10/24/2024	Reconciled	Edges Electrical Group, LLC	\$842.74
478963	10/24/2024	Reconciled	El Charrito Corporation	\$155.37
478964	10/24/2024	Open	Enterprise Holdings, Inc dba EAN Services LLC	\$1,318.36
478965	10/24/2024	Open	Fastenal Company	\$860.61
478966	10/24/2024	Reconciled	Faustino Rodriguez	\$3,500.00
478967	10/24/2024	Reconciled	Ferguson US Holdings Inc dba Ferguson Enterprises	\$2,737.13
478968	10/24/2024	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$1,710.82
478969	10/24/2024	Open	First Trust Alarm Company Inc	\$313.50
478970	10/24/2024	Reconciled	Flock Group Inc dba Flock Safety	\$800.00
478971	10/24/2024	Open	G2Solutions, Inc	\$11.25
478972	10/24/2024	Reconciled	Genuine Parts Company dba NAPA Auto Parts	\$235.98
478973	10/24/2024	Reconciled	George Lauricella	\$100.00
478974	10/24/2024	Reconciled	Granite Construction Company	\$1,715.24
478975	10/24/2024	Reconciled	Granite Rock Co	\$973.60
478976	10/24/2024	Reconciled	Green Rubber Kennedy Ag	\$71.85
478977	10/24/2024	Open	Green Valley Industrial Supply	\$33.34
478978	10/24/2024	Reconciled	Greens Camera Shop	\$210.74
478979	10/24/2024	Reconciled	Griffin Structures, Inc	\$5,526.51
478980	10/24/2024	Reconciled	GSCE Group, LP dba Nieto's Laundromat & Nieto's Ap	\$2,400.00
478981	10/24/2024	Reconciled	HD Supply White Cap Construction Supply	\$52.08
478982	10/24/2024	Reconciled	HD Supply, Inc dba USABLUBOOK	\$3,138.03
478983	10/24/2024	Open	Heath Johnson	\$100.00
478984	10/24/2024	Reconciled	Hector Cortez	\$100.00
478985	10/24/2024	Reconciled	Henry Gomez	\$100.00
478986	10/24/2024	Open	Ingram Book Company	\$2,848.64
478987	10/24/2024	Reconciled	Interstate Battery System Inc	\$599.08
478988	10/24/2024	Reconciled	Jacqueline Pacelli	\$100.00
478989	10/24/2024	Open	James Knowlton	\$100.00
478990	10/24/2024	Open	Jesse Pinon	\$100.00
478991	10/24/2024	Open	John Wider	\$100.00

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General Account - General Account				
Check				
478992	10/24/2024	Open	Jonathan Barnes	\$100.00
478993	10/24/2024	Open	Jose Adrian Garcia Ramos dba Shredding Source Solu	\$540.00
478994	10/24/2024	Open	Jose Ramos	\$3,400.00
478995	10/24/2024	Reconciled	Joshua Lynd	\$100.00
478996	10/24/2024	Reconciled	Joyce Burnett	\$1,000.00
478997	10/24/2024	Reconciled	JS Inc dba Steinbeck Lodge	\$119,644.00
478998	10/24/2024	Open	Juan Reyes Davila dba Reyes Jumpers	\$390.00
478999	10/24/2024	Reconciled	Kassandra Guzman	\$175.00
479000	10/24/2024	Open	Keith Emery	\$100.00
479001	10/24/2024	Open	Kenneth Schwener	\$100.00
479002	10/24/2024	Open	Kevin Skinner	\$100.00
479003	10/24/2024	Reconciled	Kimball Midwest	\$2,237.26
479004	10/24/2024	Open	Kysmet Security & Patrol	\$560.00
479005	10/24/2024	Reconciled	LAZ KARP Associates, LLC	\$28,996.28
479006	10/24/2024	Reconciled	Leon De Asis	\$2,000.00
479007	10/24/2024	Reconciled	Life Assist	\$719.83
479008	10/24/2024	Open	LV44 LP	\$3,236.00
479009	10/24/2024	Open	LV44 LP	\$2,635.00
479010	10/24/2024	Open	LV44 LP	\$2,645.00
479011	10/24/2024	Open	Mashaad Kiburi	\$173.16
479012	10/24/2024	Reconciled	Matthew G Norton Co dba NWB Salinas LLC	\$394.80
479013	10/24/2024	Open	Meyers and Nave	\$1,414.00
479014	10/24/2024	Reconciled	Mi Tierra Linda LLC	\$2,500.00
479015	10/24/2024	Reconciled	Mi Tierra Linda LLC	\$2,500.00
479016	10/24/2024	Reconciled	Mi Tierra Linda LLC	\$2,500.00
479017	10/24/2024	Reconciled	Michael Gomez	\$1,000.00
479018	10/24/2024	Open	Michael Groves	\$100.00
479019	10/24/2024	Reconciled	Michael Spencer dba Tire & Wheel World	\$661.71
479020	10/24/2024	Reconciled	Mid-Peninsula New Communities, Inc	\$547.80
479021	10/24/2024	Open	Midwest Tape, LLC dba Midwest Tape	\$565.04
479022	10/24/2024	Open	MJ Communications, Inc	\$970.61
479023	10/24/2024	Open	Monterey County Health Department	\$32,500.00
479024	10/24/2024	Open	Monterey County Sheriffs Office	\$675.00
479025	10/24/2024	Open	Monterey County Sheriffs Office	\$180.00
479026	10/24/2024	Reconciled	Monterey Sanitary Supply Inc Altius Medical	\$408.06
479027	10/24/2024	Open	MPL LTD dba Monterey Pines Apartments	\$960.00
479028	10/24/2024	Reconciled	Municipal Resource Group LLC	\$3,875.00
479029	10/24/2024	Reconciled	My Jeep	\$66.65
479030	10/24/2024	Reconciled	Natividad Medical Center	\$372.00
479031	10/24/2024	Open	NPG of Monterey-Salinas CA LLC dba KION NION KMUV	\$4,725.00
479032	10/24/2024	Open	Office Depot Business Service Division	\$1,332.95
479033	10/24/2024	Reconciled	One Workplace L Ferrari, LLC dba Peninsula Busines	\$202.02

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General Account - General Account				
Check				
479034	10/24/2024	Open	Onecimo Solis	\$40.10
479035	10/24/2024	Open	Online Web Services US, Inc dba The Advocate Advan	\$4,883.00
479036	10/24/2024	Open	Operation Freedom Paws	\$312.00
479037	10/24/2024	Open	Oscar Dydasco	\$100.00
479038	10/24/2024	Reconciled	Pacific Gas and Electric Company	\$170.70
479039	10/24/2024	Reconciled	Pacific Gas and Electric Company	\$30.45
479040	10/24/2024	Reconciled	Pacific Gas and Electric Company	\$76.75
479041	10/24/2024	Reconciled	Pacific Gas and Electric Company	\$139.56
479042	10/24/2024	Reconciled	Pacific Gas and Electric Company	\$85.68
479043	10/24/2024	Reconciled	Pacific Gas and Electric Company	\$3,395.18
479044	10/24/2024	Reconciled	Pacific Gas and Electric Company	\$147,227.38
479045	10/24/2024	Open	Pacific Valley Solutions LLC dba Pacific Valley	\$198.44
479046	10/24/2024	Reconciled	Pape Machinery, Inc.	\$2,364.36
479047	10/24/2024	Open	Peninsula Messenger, LLC	\$225.00
479048	10/24/2024	Open	Petsmart	\$625.92
479049	10/24/2024	Reconciled	Place Works Inc	\$15,542.27
479050	10/24/2024	Open	Precision K9 LLC	\$2,300.00
479051	10/24/2024	Reconciled	Preferred Alliance Inc.	\$195.00
479052	10/24/2024	Reconciled	Proforce Marketing Inc dba Proforce Law Enforcemen	\$552.75
479053	10/24/2024	Reconciled	Protel Communications, Inc dba Protelesis Corporat	\$152.98
479054	10/24/2024	Reconciled	RDO Equipment Company	\$382.02
479055	10/24/2024	Reconciled	Richard Maldonado	\$100.00
479056	10/24/2024	Reconciled	Ricky Williams	\$100.00
479057	10/24/2024	Reconciled	Robert Flynn	\$100.00
479058	10/24/2024	Open	Robert Winsor McCay	\$3,500.00
479059	10/24/2024	Open	Russell Auria Pest Control Services	\$170.00
479060	10/24/2024	Reconciled	Salinas Northpoint Apartments, LLC	\$2,300.00
479061	10/24/2024	Open	Salinas Valley Solid Waste Authority	\$1,517.14
479062	10/24/2024	Reconciled	Same Day Shred	\$60.00
479063	10/24/2024	Reconciled	San Lorenzo Lumber	\$926.89
479064	10/24/2024	Open	Saul Ramirez Morales Authorized Matco Tools Dist.	\$73.94
479065	10/24/2024	Reconciled	Scarr Moving and Storage	\$1,888.75
479066	10/24/2024	Open	Scott Houchin	\$100.00
479067	10/24/2024	Open	Scott Myhre	\$100.00
479068	10/24/2024	Open	Shannon Bryant	\$100.00
479069	10/24/2024	Open	Shaw HR Consulting Inc	\$3,767.50
479070	10/24/2024	Reconciled	Shawn Miguel Russell dba Russell Investigations	\$2,337.92
479071	10/24/2024	Reconciled	Sheldon Bryan	\$100.00
479072	10/24/2024	Open	Simon Jimenez	\$100.00
479073	10/24/2024	Reconciled	Stanley Cooper	\$100.00
479074	10/24/2024	Reconciled	Star Sanitation Services	\$163.24
479075	10/24/2024	Reconciled	Suthichai Livingston	\$100.00

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General Account - General Account				
Check				
479076	10/24/2024	Open	Suthided Livingston	\$100.00
479077	10/24/2024	Reconciled	Suzanne Cottle-Gavalla	\$100.00
479078	10/24/2024	Reconciled	T-Mobile USA	\$115.00
479079	10/24/2024	Reconciled	Target Pest Control	\$75.00
479080	10/24/2024	Reconciled	TechRx Technology Services Corporation	\$2,835.00
479081	10/24/2024	Reconciled	Terry Gerhardstein	\$100.00
479082	10/24/2024	Reconciled	The Sherwin-Williams Co	\$41.92
479083	10/24/2024	Reconciled	Tim Watson	\$100.00
479084	10/24/2024	Open	Todd Swinscoe	\$100.00
479085	10/24/2024	Open	Tony Zuniga dba Tacos Don Beto	\$265.18
479086	10/24/2024	Reconciled	Tri County Fire Protection	\$53.64
479087	10/24/2024	Open	U.S. Bank National Association ND	\$30,238.38
479088	10/24/2024	Reconciled	United Parcel Service	\$98.90
479089	10/24/2024	Reconciled	Vals Plumbing and Heating Inc	\$868.00
479090	10/24/2024	Reconciled	Vegetable Growers Supply Company	\$400.06
479091	10/24/2024	Reconciled	Vestis Group, Inc dba Vestis Services, LLC	\$37.56
479092	10/24/2024	Reconciled	Victor Baez	\$98.55
479093	10/24/2024	Reconciled	W&M Marketing Group Inc dba B-Imprinted Branding	\$583.37
479094	10/24/2024	Reconciled	Walmart c/o Capitol One	\$311.55
479095	10/24/2024	Reconciled	WCAF, LLC dba Watsonville Ford	\$1,479.41
479096	10/24/2024	Reconciled	Weilian Su	\$4,200.00
479097	10/24/2024	Reconciled	Worldpac	\$586.84
479098	10/24/2024	Reconciled	C. Overaa and Co.	\$90,000.00
479099	10/24/2024	Reconciled	Harkins Street Holdings, LLC	\$172,698.35
479100	10/24/2024	Open	Zenith Insurance	\$363.25
479101	10/31/2024	Open	Arjie Fernandez Laranjo	\$513.92
479102	10/31/2024	Open	Edwin Cruz	\$232.28
479103	10/31/2024	Open	Johnny Pinon	\$345.00
479104	10/31/2024	Open	Jose Arreola	\$178.50
479105	10/31/2024	Open	Lisa Brinton	\$68.00
479106	10/31/2024	Open	Monterey County Women Lawyers Association	\$95.00
479107	10/31/2024	Open	National Community Development Association	\$675.00
479108	10/31/2024	Open	National Community Development Association	\$675.00
479109	10/31/2024	Open	National Community Development Association	\$675.00
479110	10/31/2024	Open	Scott Sutton	\$459.68
479111	10/31/2024	Open	Sergio Oseguera	\$345.00
479112	10/31/2024	Open	Vincent Carl Montgomery Sr	\$395.95
479113	10/31/2024	Open	72 Hour LLC dba Chevrolet of Watsonville/National	\$148.55
479114	10/31/2024	Open	AARDVARK	\$39,111.50
479115	10/31/2024	Open	Ace Hardware	\$377.28
479116	10/31/2024	Open	Advanced Uniforms Dust Control & Linen LLC dba Adv	\$543.04
479117	10/31/2024	Open	Alco Water	\$6,661.87

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479118	10/31/2024	Open	Aletia Giselle Egipciano	\$3,200.00
479119	10/31/2024	Open	Alhambra and Sierra Spring DS Waters of America LP	\$112.31
479120	10/31/2024	Open	All Safe Security Alarm	\$165.00
479121	10/31/2024	Open	Amazon.Com	\$1,514.90
479122	10/31/2024	Open	American Supply Company	\$6,015.30
479123	10/31/2024	Open	American Textile and Supply Inc	\$303.13
479124	10/31/2024	Open	Anderson Brule Architects, Inc.	\$4,098.30
479125	10/31/2024	Open	Anthony Parker	\$5,723.39
479126	10/31/2024	Open	Asap Alisal Signs And Printing	\$38.13
479127	10/31/2024	Open	AT and T	\$65,730.80
479128	10/31/2024	Open	AT and T	\$156.28
479129	10/31/2024	Open	AT&T Mobility	\$349.44
479130	10/31/2024	Open	B&N Motors, LLC dba Toyota Salinas	\$229.07
479131	10/31/2024	Open	Bear Electrical Solutions Inc	\$24,505.25
479132	10/31/2024	Open	Bearing Engineering Company	\$115.31
479133	10/31/2024	Open	Beatriz A Barajas - Petty Cash Custodian	\$110.00
479134	10/31/2024	Open	BFS Landscape Architects	\$2,940.00
479135	10/31/2024	Open	Borchard Farms	\$52.00
479136	10/31/2024	Open	Brodart Company	\$99.92
479137	10/31/2024	Open	Bryan Cupak	\$8,109.53
479138	10/31/2024	Open	CA Towing, Inc. dba California Towing & Transport	\$125.00
479139	10/31/2024	Open	CAL FIRE	\$2,380.00
479140	10/31/2024	Open	California Water Service	\$6,349.13
479141	10/31/2024	Open	Candido Martinez Dbw Welders Fabrication and Desig	\$245.00
479142	10/31/2024	Open	Canon Financial Services Inc	\$719.93
479143	10/31/2024	Open	CDW Government LLC	\$3,898.96
479144	10/31/2024	Open	Cintas	\$1,611.37
479145	10/31/2024	Open	Coast & Valley Properties, Inc	\$2,400.00
479146	10/31/2024	Open	Coast Automotive Warehouse Inc	\$272.51
479147	10/31/2024	Open	Coast Counties Truck & Equipment Co dba Coast Coun	\$649.56
479148	10/31/2024	Open	Community Homeless Solutions	\$12,517.89
479149	10/31/2024	Open	Community Homeless Solutions	\$3,375.00
479150	10/31/2024	Open	Community Homeless Solutions	\$1,438.00
479151	10/31/2024	Open	Community Homeless Solutions	\$1,938.00
479152	10/31/2024	Open	Community Homeless Solutions	\$1,438.00
479153	10/31/2024	Open	Community Human Services	\$168,630.79
479154	10/31/2024	Open	Consolidated Electrical Distributors, Inc.	\$54.96
479155	10/31/2024	Open	County of Monterey Information Technology Dept	\$1,055.47
479156	10/31/2024	Open	CSC Of Salinas	\$82.12
479157	10/31/2024	Open	Dale's Glass Shop Inc	\$3,060.61
479158	10/31/2024	Open	Derek Gibson	\$4,823.53
479159	10/31/2024	Open	Don Chapin Inc	\$4,246.86

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479160	10/31/2024	Open	E & D Industrial Trades Inc dba Acme Plumbing	\$39,950.00
479161	10/31/2024	Open	East Bay Tire Company	\$1,762.22
479162	10/31/2024	Open	Elsida Calinawan dba Calina One Properties	\$1,365.00
479163	10/31/2024	Open	EMC Planning Group Inc	\$187.73
479164	10/31/2024	Open	Environmental Systems, Inc of Northern California	\$615.00
479165	10/31/2024	Open	Ernesto B. Sanchez	\$1,000.00
479166	10/31/2024	Open	ESO Solutions Inc	\$2,191.84
479167	10/31/2024	Open	Fastenal Company	\$467.65
479168	10/31/2024	Open	Fed Ex	\$9.39
479169	10/31/2024	Open	Felipe Vasquez dba 831 Heating, Inc	\$935.00
479170	10/31/2024	Open	Ferguson US Holdings Inc dba Ferguson Enterprises	\$58.69
479171	10/31/2024	Open	First Alarm	\$3,337.52
479172	10/31/2024	Open	First American Title Company	\$1,440.21
479173	10/31/2024	Open	Gary Kaprielian	\$3,500.00
479174	10/31/2024	Open	Gavilan Printers LLC	\$412.84
479175	10/31/2024	Open	Genuine Parts Company dba NAPA Auto Parts	\$737.74
479176	10/31/2024	Open	Glasswork by Design	\$420.00
479177	10/31/2024	Open	Golden State Truck and Trailer Repair	\$346.01
479178	10/31/2024	Open	Granite Construction Company	\$1,739.27
479179	10/31/2024	Open	Granite Rock Co	\$453.31
479180	10/31/2024	Open	Granite Rock Co	\$83,902.10
479181	10/31/2024	Open	Great West Equipment	\$144.05
479182	10/31/2024	Open	Green Rubber Kennedy Ag	\$338.70
479183	10/31/2024	Open	Green Valley Industrial Supply	\$267.48
479184	10/31/2024	Open	Harmony At Home	\$15,000.00
479185	10/31/2024	Open	Harris and Associates	\$550.00
479186	10/31/2024	Open	Harris and Associates	\$37,082.50
479187	10/31/2024	Open	HdL Coren & Cone	\$5,112.50
479188	10/31/2024	Open	Hope Services	\$2,700.00
479189	10/31/2024	Open	Hydro Turf	\$6,800.81
479190	10/31/2024	Open	Ingram Book Company	\$1,709.17
479191	10/31/2024	Open	Interim Inc	\$5,096.88
479192	10/31/2024	Open	John Kugler c/o 36 North Properties Inc	\$3,800.00
479193	10/31/2024	Open	Jose Luis Corral dba Salinas Pizza	\$1,477.98
479194	10/31/2024	Open	JT Hose & Fittings	\$146.94
479195	10/31/2024	Open	Kelly-Moore Paint Company	\$1,365.10
479196	10/31/2024	Open	Kurtis Matthews	\$4,858.71
479197	10/31/2024	Open	Kyle Daniels	\$4,849.11
479198	10/31/2024	Open	Kysmet Security & Patrol	\$1,848.00
479199	10/31/2024	Open	Law Enforcement Psychological Services	\$2,850.00
479200	10/31/2024	Open	Lawson Products, Inc	\$699.83
479201	10/31/2024	Open	Leslie Hernandez Petty Cash Custodian	\$326.92

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
479202	10/31/2024	Open	M3 Environmental Consulting	\$7,225.00
479203	10/31/2024	Open	Martin Sandoval dba Lock Stock N' Barrel	\$248.96
479204	10/31/2024	Open	Martin's Irrigation Supply, Inc	\$1,375.59
479205	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$100.01
479206	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$98.85
479207	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$93.85
479208	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$91.01
479209	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$345.00
479210	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$202.00
479211	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$170.53
479212	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$122.85
479213	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$109.43
479214	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$125.30
479215	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$93.85
479216	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$404.00
479217	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$112.85
479218	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$96.85
479219	10/31/2024	Open	Matthew G Norton Co dba NWB Salinas LLC	\$128.59
479220	10/31/2024	Open	Maxwell Products Inc	\$12,820.67
479221	10/31/2024	Open	Maze & Associates	\$14,420.00
479222	10/31/2024	Open	Meyers and Nave	\$4,767.50
479223	10/31/2024	Open	Midwest Tape, LLC dba Midwest Tape	\$237.78
479224	10/31/2024	Open	Mission Communications, LLC	\$1,494.00
479225	10/31/2024	Open	MNS Engineers, Inc	\$67,100.00
479226	10/31/2024	Open	Monterey County Tax Collector	\$3,621.86
479227	10/31/2024	Open	Monterey County Tax Collector	\$1,046.84
479228	10/31/2024	Open	Monterey County Weekly	\$1,064.25
479229	10/31/2024	Open	Monterey One Water	\$594,392.89
479230	10/31/2024	Open	Monterey Transfer and Storage Inc	\$576.58
479231	10/31/2024	Open	Monterey Transfer and Storage Inc	\$17,536.15
479232	10/31/2024	Open	Mountain Valley Tree Service	\$17,300.00
479233	10/31/2024	Open	Municipal Management Assistants of Northern Califo	\$95.00
479234	10/31/2024	Open	My Chevrolet	\$515.61
479235	10/31/2024	Open	My Jeep	\$34.48
479236	10/31/2024	Open	O'Reilly Auto Parts	\$959.77
479237	10/31/2024	Open	Office Depot Business Service Division	\$183.17
479238	10/31/2024	Open	OverDrive, Inc.	\$20,000.00
479239	10/31/2024	Open	Pacific Gas and Electric Company	\$4,496.42
479240	10/31/2024	Open	Pacific Gas and Electric Company	\$166.67
479241	10/31/2024	Open	Pacific Gas and Electric Company	\$798.42
479242	10/31/2024	Open	Pacific Gas and Electric Company	\$26,622.53
479243	10/31/2024	Open	Pacific Gas and Electric Company	\$1,127.70

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
479244	10/31/2024	Open	Pacific Gas and Electric Company	\$456.46
479245	10/31/2024	Open	Pacific Truck Parts Inc	\$2,754.32
479246	10/31/2024	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$60,215.00
479247	10/31/2024	Open	Platinum Auto Glass LLC	\$736.17
479248	10/31/2024	Open	Qless, Inc.	\$2,638.00
479249	10/31/2024	Open	Quetel Corporation	\$2,116.29
479250	10/31/2024	Open	RDO Equipment Company	\$2,490.56
479251	10/31/2024	Open	Refrigeration Supplies Distributor	\$245.92
479252	10/31/2024	Open	Republic Services of Salinas	\$628.89
479253	10/31/2024	Open	Rexel USA, Inc db a Platt Electric Supply	\$2,464.93
479254	10/31/2024	Open	Rik Sagin	\$2,000.00
479255	10/31/2024	Open	Robert Hernandez	\$4,829.42
479256	10/31/2024	Open	Ryan Keating	\$4,653.29
479257	10/31/2024	Open	Same Day Shred	\$60.00
479258	10/31/2024	Open	San Lorenzo Lumber	\$1,519.47
479259	10/31/2024	Open	Signa LLC	\$6,123.50
479260	10/31/2024	Open	Smith and Enright Landscaping	\$56,658.48
479261	10/31/2024	Open	Sterling Management db a Sterling Property Manageme	\$2,213.00
479262	10/31/2024	Open	Stommel Inc db a Lehr	\$903.36
479263	10/31/2024	Open	Sturdy Oil Company	\$574.05
479264	10/31/2024	Open	Summit Uniforms, LLC db a Summit Uniforms	\$90.78
479265	10/31/2024	Open	Target Pest Control	\$375.00
479266	10/31/2024	Open	TEF Architecture & Interior Design, Inc db a TEF De	\$18,323.68
479267	10/31/2024	Open	The Bank Of New York Mellon	\$250.00
479268	10/31/2024	Open	The Ed Jones Company, Incorporated	\$150.19
479269	10/31/2024	Open	The Sherwin-Williams Co	\$665.98
479270	10/31/2024	Open	Trowbridge Enterprises db a Palace Art and Office S	\$231.09
479271	10/31/2024	Open	U.S. Bank National Association ND	\$10,457.69
479272	10/31/2024	Open	United Parcel Service	\$165.63
479273	10/31/2024	Open	Universal Doors	\$4,825.00
479274	10/31/2024	Open	Valley Saw Shop	\$666.31
479275	10/31/2024	Open	Vegetable Growers Supply Company	\$156.15
479276	10/31/2024	Open	Verizon Wireless	\$734.88
479277	10/31/2024	Open	Verizon Wireless	\$770.46
479278	10/31/2024	Open	Verizon Wireless	\$2,611.92
479279	10/31/2024	Open	Veronica Tam And Associates Inc	\$6,570.00
479280	10/31/2024	Open	Voyager	\$768.66
479281	10/31/2024	Open	W W Grainger Inc	\$91.87
479282	10/31/2024	Open	Wallace Group A California Corporation	\$7,510.50
479283	10/31/2024	Open	Wallace Group A California Corporation	\$7,700.25
479284	10/31/2024	Open	Walmart c/o Capitol One	\$63.74
479285	10/31/2024	Open	WCAF, LLC db a Watsonville Ford	\$676.67

City of Salinas

Payment Register

From Payment Date: 10/17/2024 - To Payment Date: 11/6/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
Check				
479286	10/31/2024	Open	WCDJR LLC dba Watsonville Chrysler Dodge Jeep Ram	\$2,101.93
479287	10/31/2024	Open	Willdan Financial Services	\$1,950.00
479288	10/31/2024	Open	Worldpac	\$130.74
479289	10/31/2024	Open	Zoom Recreation, Inc	\$5,126.67
479290	10/31/2024	Open	Angelina Gonzalez	\$16,000.00
Type Check Totals:				\$4,843,704.45
General Account - General Account Totals				



Legislation Text

File #: ID#24-167, Version: 1

Agreement with Rincon Consultants, Inc. to provide On-Call Planning and Environmental Services; and Agreement with SCI Consulting to provide Commercial Cannabis Tax Assessment and Monitoring Services

Approve Resolution(s) delegating authority to the City Manager to execute an Agreement with Rincon Consultants, Inc. to provide on-call planning and environmental services from November 12, 2024, to June 30, 2027, in an amount not to exceed \$225,000; and delegating authority to the City Manager to execute an Agreement with SCI Consulting Group to provide commercial cannabis tax assessment and monitoring services from November 12, 2024, to June 30, 2027, in an amount not to exceed \$150,000.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024

DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT

FROM: LISA BRINTON, DIRECTOR

BY: COURTNEY GROSSMAN, PLANNING MANAGER

TITLE: AGREEMENT WITH RINCON CONSULTANTS, INC. TO PROVIDE ON-CALL PLANNING AND ENVIRONMENTAL SERVICES; AND AGREEMENT WITH SCI CONSULTING TO PROVIDE COMMERCIAL CANNABIS TAX ASSESSMENT AND MONITORING SERVICES

RECOMMENDED MOTION:

A motion to approve the attached Resolutions:

1. Delegating authority to the City Manager to execute an Agreement with Rincon Consultants, Inc. to provide on-call planning and environmental services from November 12, 2024, to June 30, 2027, in an amount not to exceed \$225,000; and
2. Delegating authority to the City Manager to execute an Agreement with SCI Consulting Group to provide commercial cannabis tax assessment and monitoring services from November 12, 2024, to June 30, 2027, in an amount not to exceed \$150,000.

EXECUTIVE SUMMARY:

Historically, Current Planning operations have been supplemented with consultant service agreements with Rincon and SCI. Rincon has been an integral partner to the Community Development Department since October 2017 providing general planning and environmental services. Rincon's services encompass a variety of critical tasks, including peer review of CEQA documents, evaluation of Future Growth Area development, and other specialized planning endeavors. Rincon's support has been instrumental in the advancement of key economic and housing development initiatives, as well as the processing of cannabis permits. Also, since 2022, Community Development has contracted with SCI, Inc. for commercial cannabis inspection and reporting, and commercial cannabis tax assessments. Before 2022, and since the inception of the cannabis program at the City of Salinas in 2017, MGO provided a similar service.

It is recommended that the City Council approve the attached Resolutions authorizing the City Manager to execute Agreements with Rincon, Consulting, Inc., and with SCI, Inc. to ensure the provision of a high level of customer service and efficient project processing.

BACKGROUND:

General Planning and Environmental Services: Rincon Consultants, Inc

In September 2017, the Community Development Department issued a Request for Proposals (RFP) for Contract Planning Services to various planning firms. Rincon was selected to fulfill these services, which have included reviewing and analyzing Environmental Impact Reports (EIRs), aiding in plan document creation for the Chinatown Revitalization and Alisal Vibrancy Plans, and providing planning and environmental services for the Future Growth Area, Accessory Dwelling Units, and entitlement packaging. Based on Rincon's expertise in permit processing services and cannabis regulations, Rincon has been actively engaged in providing permit services for the City of Salinas' commercial cannabis program. Past agreements and subsequent amendments focused on planning and environmental services covering areas such as environmental support, advanced planning, staff training, grant writing, and cannabis permit processing.

It is envisioned that Rincon will continue to augment city staff with review and processing of multiple complex projects including, but not limited to, Future Growth Area subdivisions, large industrial projects within the Salinas Ag Industrial Center Specific Plan area, and Cannabis application review and permitting assistance.

The term of the proposed agreement is November 12, 2024, to June 30, 2027, with a total amount of compensation not to exceed \$225,000.

Commercial Cannabis Tax Assessment and Monitoring Services: SCI Consulting Group

Since 2022 the Community Development has contracted with SCI Consulting Group for commercial cannabis inspection and reporting, and commercial cannabis tax assessments. Before 2022, and since the inception of the cannabis program at the City of Salinas in 2017, MGO provided a similar service. On April 26, 2022, the City entered into an agreement with SCI Consulting Group, which expired on December 31, 2022. Compensation was capped at \$150,000. Subsequently, on May 16, 2023, the City entered into a new agreement with SCI Consulting Group for Commercial Cannabis Tax Assessments, and Compliance Inspections and Reporting. The term of the agreement expired on June 30, 2024. Compensation was capped at \$180,000. The term of the proposed agreement is November 12, 2024, to June 30, 2027, with a total amount of compensation not to exceed \$150,000.

CEQA CONSIDERATION:

The City of Salinas has determined that the proposed actions are not projects 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 actions and 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:

Yes.

STRATEGIC PLAN INITIATIVE:

The proposed Agreements support the City of Salinas Strategic Plan 2022-2025 Goals and Strategies of *Economic Development, Housing/Affordable Housing, Public Safety, and Effective and Culturally Responsive Government* by enhancing Current Planning operations and facilitating safe and efficient development within the City including the provision of government programs and services in a professional, customer-oriented manner that ensures equitable solutions for the community and efficiently moves projects forward within required timelines.

DEPARTMENTAL COORDINATION:

The Community Development Department staff has collaborated with the City Attorney's Office to develop the proposed agreements. Ongoing collaboration with the City Attorney's Office will continue should the Council authorize the City Manager to enter into the Agreements.

FISCAL AND SUSTAINABILITY IMPACT:

Funding for the proposed Agreements was included in the Fiscal Year 2024-25 Operating Budget under the Current Planning Division.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)*
1000	30.3462.63.5220	Outside services Cannabis Monitoring	\$160,000	\$150,000	95	6/11/24, 22980
1000	30.3462.63.5010	Outside services- Other professional	\$240,000	\$225,000	95	6/11/24, 22980

* The FY 24-25 Adopted Budget was adopted on June 11, 2024.

ATTACHMENTS:

1. City Council Resolution for Rincon

2. Agreement for General Planning and Environmental Services with Rincon
3. City Council Resolution for SCI
4. Agreement for Cannabis Reports with SCI

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

**AUTHORIZATION TO EXECUTE AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH RINCONCONSULTANTS, INC.
(RINCON) FOR GENERAL PLANNING AND ENVIRONMENTAL
SERVICES**

WHEREAS, in September of 2017, the Community Development Department issued a Request for Proposals (RFP) to Provide Contract Planning Services; and

WHEREAS, Rincon Consultants, Inc. (Rincon) responded to the City's RFP and adhered to the competitive bid process as defined in City of Salinas *Municipal Code Chapter 12*; and

WHEREAS, the City of Salinas (City) and Rincon entered into an Agreement for general planning and environmental services on October 13, 2017, expiring on June 30, 2018, with compensation not to exceed \$50,000; and

WHEREAS, Amendment No. 1 to the 2017 Agreement was executed, extending the term an additional year, through June 30, 2019; and

WHEREAS, Amendment No. 2 authorized by the City Council on June 4, 2019, extended the term through June 4, 2021, and increased the total not to exceed amount under the 2017 Agreement to \$200,000; and

WHEREAS, Amendment No. 3 authorized by the City Council on March 16, 2021, increasing the total not to exceed amount to \$235,000 to carry out services through the end of the 2017 Master Agreement term of June 4, 2021; and

WHEREAS, on May 11, 2021, the City Council approved a new, two-year Master Agreement with a total not to exceed compensation amount of \$150,000 to June 30, 2023; and

WHEREAS, a total of \$50,000 (fifty-thousand dollars) was encumbered for Fiscal Year 2021-2022 to pay for services provided in under the Master Agreement; and

WHEREAS, under the 2017 Agreement, Rincon has provided extensive research, technical and regulatory support, and reporting on Commercial Cannabis Permitting and other Planning Services for the City; and

WHEREAS, since 2017, Rincon has provided essential technical support to the planning and environmental review of several key economic and housing development projects in addition to processing cannabis permits; and

WHEREAS, ongoing environmental support, advanced planning, staff training, current planning, grant writing, and cannabis permit processing is necessary to fill service gaps due to staffing shortages; and

WHEREAS, Rincon's training support assists the Department by giving staff the tools and resources needed to carry out City Council strategic plan goals, initiatives, and objectives; and

WHEREAS, since June 2021, multiple large and complex development project applications have been received. Due to limited staffing resources and position vacancies, additional outside professional services are needed to review and process these applications in a timely manner; and

WHEREAS, the increased cost of \$200,000 associated with Amendment No. 1 was partially funded through a developer funding agreement (\$97,926); and

WHEREAS, a new General Fund allocation of \$60,000 was needed for services through the end of Fiscal Year 2021-2022; and

WHEREAS, due to a clerical error, Amendment No. 1 corrected the end date of the Master Agreement to end June 30, 2024; and

WHEREAS, Amendment No. 2 added an annual Standard Fee Schedule to the Master Agreement; and

WHEREAS, on June 30, 2024, the existing Professional Services Agreement with Rincon expired; and

WHEREAS, the subject Professional Services Agreement includes a total not-to-exceed amount of \$225,000; and

WHEREAS, execution of the subject Professional Services Agreement is not a project as defined by CEQA Guidelines Section 15378 and, therefore, no environmental assessment is required; and

WHEREAS, the Current Planning Division's fiscal year 2024/2025 budget in line item 1000.30.3462-63.5010 Outside Services Professional Services will be the funding source for the Agreement, which could also be offset by developer fees.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes and directs the City Manager to execute the subject Agreement for Professional Services with Rincon Consultants, Inc. (Rincon) effective from November 12, 2024, to June 30, 2027, for a not to exceed compensation amount of \$225,000 for general planning and environmental services.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND RINCON
CONSULTANTS, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND RINCON CONSULTANTS, INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 12th day of November, 2024, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **RINCON CONSULTANTS, INC.**, a California corporation (hereinafter “Consultant”).

RECITALS

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

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

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on November 12, 2024, and shall terminate on June 30, 2027, 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 **two-hundred thousand dollars (\$225,000)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:
 - (A) A brief description of services performed;
 - (B) The date the services were performed;
 - (C) The number of hours spent and by whom;
 - (D) A brief description of any costs incurred; and

(E) The Consultant's signature.

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

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

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

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

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

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

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

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

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

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

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

10. **Indemnification and Hold Harmless.**

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

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

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

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

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

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

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

16. Termination.

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

- (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
- (2) For any reason whatsoever.

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

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

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

- (1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and
- (2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with

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

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

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

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

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

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

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

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

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

23. Notices.

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

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

With a copy to:

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

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

Megan Jones, MPP, Managing Principal
Rincon Consultants, Inc.
437 Figueroa Street, Suite 203
Monterey, CA 93940

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

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

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

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the

event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

CONSULTANT

By: Megan Jones
Its: MPP, Managing Principal

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- Scope of Service and Compensation

(A) Cannabis Program. This task includes supporting the City's cannabis-related permitting program, including processing new business permit requests, coordination with applicants, coordination with state agencies, preparation of regulatory materials for permitted facilities, and tracking post-approval requirements.

(B) Environmental Support. This task includes peer review of CEQA documents prepared by other consultants on behalf of the City, or preparation of environmental documents including Categorical Exemptions, Initial Studies, or Environmental Impact Reports.

(C) Current Planning: This task includes senior-level support on current planning cases, amendments, and ordinances. This may include reviewing development applications, preparing response letters, and preparing staff reports.

(D) Advanced Planning. This task includes assistance with advanced planning efforts for policy initiatives and future plans. These can include special studies, General Plan elements, Specific Plans, and other programs.

(E) Staff Training. This task includes providing training to the City of Salinas in key areas identified by the City. This task may also include creating educational brochures related to changes in regulations to facilitate the public's understanding of key issues.

(E) Grant Writing. This task includes assisting staff with planning grant writing efforts as needed.



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2024



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Effective January 1, 2024

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

AUTHORIZATION TO EXECUTE AGREEMENT FOR PROFESSIONAL SERVICES WITH SCI CONSULTING GROUP (SCI) TO PROVIDE COMMERCIAL CANNABIS TAX ASSESSMENT AND MONITORING SERVICES

WHEREAS, in March of 2022, the Community Development Department issued a Request for Proposals (RFP) to provide commercial cannabis tax assessment and monitoring services; and

WHEREAS, SCI Consulting Group (“SCI”) responded to the City’s RFP and adhered to the competitive bid process as defined in City of Salinas *Municipal Code Chapter 12*; and

WHEREAS, SCI received the highest ranking based upon its expert knowledge of the local California cannabis industry coupled with its broad experience providing municipalities with regulation, implementation, tax consulting, public opinion research (polling) and tax-related community outreach consulting services; and

WHEREAS, on April 26, 2022, the Mayor executed a Professional Services Agreement with SCI to ensure that permitted cannabis businesses are operating in compliance with established regulations, including payment of required taxes; and

WHEREAS, the April 26, 2022, Agreement for Professional Services with SCI expired on December 31, 2022; and

WHEREAS, on May 16, 2023, a new Agreement for Professional Services with SCI was authorized by the City Council; and

WHEREAS, on June 30, 2024, the May 16, 2023, Agreement for Professional Services with SCI expired; and

WHEREAS, the subject Agreement for Professional Services includes a not to exceed amount of \$150,000; and

WHEREAS, the City collects fees to cover the cost associated with the cannabis tax assessment and compliance monitoring; and

WHEREAS, execution of the subject Professional Services Agreement is not a project as defined by CEQA Guidelines Section 15378 and, therefore, no environmental assessment is required; and

WHEREAS, the Current Planning Division’s fiscal year 2024/2025 budget line item 1000.30.3462-63.5220 - Cannabis Monitoring will be the funding source for the Agreement, which could also be offset by collected cannabis monitoring fees.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes and directs the City Manager or designee to execute an Agreement for Professional Services with SCI

effective from November 12, 2024, to June 30, 2027, for an amount not to exceed \$150,000.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND SCI
CONSULTING GROUP



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND SCI CONSULTING GROUP**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 12th day of November 2024, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **SCI Consulting Group**, (hereinafter “Consultant”).

RECITALS

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

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

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on November 12, 2024, and shall terminate on June 30, 2027, 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 **one-hundred fifty thousand dollars (\$150,000)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:
 - (A) A brief description of services performed;
 - (B) The date the services were performed;
 - (C) The number of hours spent and by whom;
 - (D) A brief description of any costs incurred; and

(E) The Consultant's signature.

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

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

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

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

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

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

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

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

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

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

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

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

10. **Indemnification and Hold Harmless.**

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

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

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

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

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

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

16. Termination.

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

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

(2) For any reason whatsoever.

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

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

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

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

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

services rendered to the date of termination upon Consultant's delivery to the City of such material.

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

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

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

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

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

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

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

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

23. **Notices.**

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

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

With a copy to:

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

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

John Bliss, P.E., President
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

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

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

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

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

Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

CONSULTANT

By: John Bliss
Its: P.E., 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- Scope of Service and Compensation

Scope of Work

The SCI Team, led by Kyle Tankard, in partnership with the Pun Group, is a highly qualified and experienced in providing cannabis compliance consulting services to California municipalities. Together, we have a team of experts who are well-versed in the cannabis industry and have a deep understanding of the regulations and laws surrounding it. Our team has a wealth of knowledge and experience in California cannabis policy, drawing from our 8+ years of assisting municipalities, which allows us to provide our clients with the best possible service. Additionally, the SCI Team regularly attends cannabis conferences, holds workshops, and produces webinars to stay up to date with the latest developments and to further educate themselves and their clients. Overall, SCI is a reliable and trustworthy partner for anyone looking to navigate the complex landscape of the cannabis industry.

We specialize comprehensively in all areas of cannabis implementation which includes developing merit-based application review processes, evaluating, and reviewing cannabis applications, conducting cannabis monitoring compliance activities and many other services. Our experience aligns perfectly with what the City is looking for. We have provided a variety of examples of our experience providing similar services for our clients that we are happy to share with the City to demonstrate our capabilities.

1. Compliance Inspections

For this task, SCI will provide comprehensive onsite facility inspections for each commercial cannabis business and report to the City the results of inspections relative to the City's local regulations and ordinances, conditions of approval, staff-directed priorities and preferences, and State law. SCI's monitoring and compliance efforts will satisfy the most rigorous requirements and at the same time, provide a successful platform for the cannabis businesses.

Prior to conducting each inspection, SCI will prepare notification to the businesses to schedule inspections. Following the inspection, SCI will provide the City with a written report detailing the results of the compliance inspection including photo documentation of any violations. SCI will provide follow-up support to the City and cannabis businesses to provide recommendations to address and correct any deficiencies.

Among the elements and activities SCI will monitor are as follows:

- **Product:** Inventory management, seed-to-sale tracking, packaging and labeling verification, product testing protocols, etc.

- **Record Retention:** Review and confirm employee records, business records, tax information records, transportation manifests, video surveillance retention, equipment certifications, training programs and safety programs.
- **Security and Surveillance:** Verify video surveillance equipment, camera placement, alarm systems, locks, facility access control, security guards, occupational badges, and other security and safety processes.
- **Facility Compliance:** Verify facility’s operational compliance including waste management, odor control, pesticide and solvent storage, signage, cash handling procedures, product shipment and receipt procedures, etc.

The SCI Team is available to begin onsite compliance inspections for operational cannabis businesses upon execution of the contract. For new businesses, we understand the timeline for operation will be unique to each business as they navigate through the local permitting and State licensing process and buildout phase. The SCI Team will maintain the flexibility to conduct the first inspection once operational. If additional inspections are requested by the City, they will be scheduled proportionately throughout the year.

Deliverables:

- Conduct onsite facility inspections.
- Provide a written report detailing the findings of inspections.
- Provide follow-up support and recommendations.

2. Commercial Cannabis Tax Assessments

The SCI Team, led by the Massod Yousufzai of The Pun Group for this task, will provide comprehensive annual auditing of cannabis businesses in order to ensure that the City receives full payment of Measure L cannabis taxes, and ensuring compliance with applicable laws.

We will perform the following steps to deliver the services requested by the City:

Cannabis Business Gross Receipts	<ul style="list-style-type: none"> • Evaluate consistency between gross receipts and other information reported on financial statements to what was reported to the CDTPA for sales and use tax, and/or cannabis excise tax. • Evaluate consistency between gross receipts reported on financial statements to gross receipts reported to the City. • Verify cultivation canopy as compared to maximum canopy reported on the business license application
Collection and Audit of any Cannabis Tax	<ul style="list-style-type: none"> • Ensure each cannabis facility is complying with applicable portions of the City’s Code and is submitting the true amount of gross receipts and tax. • Review business license tax returns submitted by the business and collected by the City and compare to each business’s records for the time period identified by the City to determine accuracy and timeliness of gross receipts returns filed with the City.

	<ul style="list-style-type: none"> • Trace and verify the gross receipts reported on the quarterly gross receipts returns prepared by the business to gross receipts recorded in the business’s accounting records to verify that these were in accordance with the City’s regulations. • Verify reasonableness of reported revenues • We will issue all reports to the City in accordance with applicable standards from generally accepted auditing standards (GAAS). • The report for each cannabis business license tax audit will include the following information: <ul style="list-style-type: none"> • The overall conclusion of whether or not the cannabis business paid all required business license taxes and fees for the time period specified. • Any exceptions, errors, or areas of noncompliance were identified as a result of the procedures performed. This includes any significant deficiency in the design or operation of the internal control structure, including but not limited to the following areas: cash handling, inventory control, point of sale systems, and any other areas that the auditor deems necessary for purposes of accurately reporting business license taxes due to the City. • Express an opinion regarding the taxes remitted to the City by the cannabis business, or state that an opinion cannot be expressed in the auditor’s report. If the Firm concludes, it cannot express an overall opinion. The engagement team will state the reasons, therefore, in the auditor’s report. • Examine records and documentation that demonstrates that all cannabis goods have been obtained from, and are provided to, other licensed cannabis businesses and that details all the revenues and expenses, and assets and liabilities of the business. • Examine books of account, invoices, copies of orders and sales, shipping instructions, bills of lading, weigh bills, bank statements including canceled checks and deposit slips, and all other records necessary to show all transactions of the cannabis business.
<p>State Rule Making Interpretation and Implementation</p>	<ul style="list-style-type: none"> • Check for compliance with the latest officially approved state regulations for cannabis businesses across the supply chain. Licensees are required to comply with all rules and regulations pertaining to their license type, as well as follow all other applicable state laws.

Deliverables:

- Prepare and send notification letters to each cannabis business
- Annual Financial Audit and Audit Report for each cannabis business
 - Identify any variances or over/under reporting
 - Calculate any taxes or fees due to the City or credits due to the business
- Guidance on State Rule Making Interpretation and Implementation

Fee Proposal

In consideration for the Tasks as detailed in the Scope of Work, the estimated compensation is detailed below by task:

Scope of Work	Fee
1. Compliance Inspection	\$ 1,700 <i>per inspection</i>
2. Cannabis Tax Assessments	\$ 6,500 <i>per audit</i>

SCI Staff	Hourly Rate
John Bliss, President	\$ 290
Kyle Tankard, Cannabis Services Group Leader	\$ 300
David Kaufman, Consultant	\$ 250

Pun Group Staff	Hourly Rate
Ken Pun, Engagement Partner	\$ 250
Masood Yousufzai, Advisory Services Manager	\$ 225
Nick Kittredge, Audit Senior	\$ 150
Zeeshan Siddiqui	\$ 125

Incidental costs incurred for the purchase of other travel and out-of-pocket expenses will be reimbursed at actual cost, with the total not to exceed \$750 per year without prior authorization from the City. Face-to-face meetings, if required, shall be billed at the rate of \$1,500 per person, per meeting. SCI is available to meet via teleconference call on a regular basis at no additional charge.

Classification	President	Cannabis Policy Leader	Cannabis Consultant	SCI Admin Support	Manager	Audit Senior	Advisory Associate			
	John Bliss	Kyle Tankard	David Kaufman		Masood Yousufzai	Nick Kittredge	Zeeshan Siddiqui			
Fully Loaded Hourly Rate	\$290	\$300	\$250	\$75	\$225	\$150	\$125			
Scope of Work										
Work Plan	Hours							Total Hours	Total Costs	Unit
1 Compliance Inspections		1.5	5	0				7	\$ 1,700	Per Inspection
2 Cannabis Tax Assessments					8	13	22	43	\$ 6,500	Per Audit



Legislation Text

File #: ID#24-582, Version: 1

Authorization to enter into a Funding Agreement with the Housing Authority of the County of Monterey to Support the Acquisition of 1030 Fairview Avenue

Approve a Resolution authorizing the City Manager to negotiate and execute all applicable forms, conditional commitment letters, agreements, grant-related documents, and subsequent amendments to transfer an amount not to exceed \$2,500,000 to the Housing Authority of the County of Monterey (“HACM”), matched by the County of Monterey, to support the acquisition of the Salinas Inn located at 1030 Fairview Avenue, Salinas, California 93905 (Property), for permanent supportive housing; and the re-allocation of up to \$1,330,263 of year two Permanent Local Housing Allocation (PLHA) funds for Property acquisition; and the re-allocation of up to \$1,169,737 in Prohousing Incentive Program (PIP) funds for Property acquisition.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: VINCENT MONTGOMERY, PLANNING MANAGER

BY: LUIS OCHOA, SR. COMMUNITY DEVELOPMENT ANALYST
MONICA FLORES-PONCE, COMMUNITY DEVELOPMENT ANALYST

TITLE: AUTHORIZATION TO ENTER INTO A FUNDING AGREEMENT WITH THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY TO SUPPORT THE ACQUISITION OF 1030 FAIRVIEW AVENUE

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing:

1. the City Manager, or designee, to negotiate and execute all applicable forms, conditional commitment letters, agreements, grant-related documents, and subsequent amendments to transfer an amount not to exceed \$2,500,000 to the Housing Authority of the County of Monterey (“HACM”), matched by the County of Monterey, to support the acquisition of the Salinas Inn located at 1030 Fairview Avenue, Salinas, California 93905 (Property), for permanent supportive housing; and
2. the re-allocation of up to \$1,330,263 of year two Permanent Local Housing Allocation (PLHA) funds for Property acquisition; and
3. the re-allocation of up to \$1,169,737 in Prohousing Incentive Program (PIP) funds for Property acquisition.

EXECUTIVE SUMMARY:

This request seeks City Council authorization for a one-time contribution of up to \$2.5 million to the Housing Authority of the County of Monterey (HACM) to support the acquisition of 1030 Fairview Avenue (Property). The County of Monterey Behavioral Health Department is also seeking Board of Supervisors approval to match this contribution on November 12, 2024. The Property, formerly known as the Salinas Inn, is one of three Homekey sites in the City and is strategically important for expanding permanent supportive housing in Monterey County. The facility includes 44 studio units and a 1-bedroom manager’s unit that have been renovated. The proposed acquisition will help retain the Property as permanent supportive housing for residents experiencing chronic homelessness with mental illness and/or other health conditions.

The City’s identified funding sources are up to \$1,330,263 of PLHA funds and up to \$1,169,737 of PIP funds. The PLHA year two award expenditure deadline is April 31, 2025, and the PIP expenditure deadline is June 30, 2025. By committing both PLHA and PIP funds to the acquisition of the Property, the City will ensure compliance with both grant expenditure deadlines. This will require reallocating PLHA and PIP funds from other projects. Projects that are defunded will be made whole from other available City grant sources for multifamily affordable housing production.

BACKGROUND:

The City, Shangri-La Industries LLC (Shangri-La), and Step Up on Second Street, Inc. (Step Up) entered Memoranda of Understanding (MOUs) for property management and case management of the Sanborn Inn and Salinas Inn Homekey projects. The City allocated year two PLHA funds to the Sanborn Inn (\$1,014,000) and the Salinas Inn (\$220,000) Homekey Projects for the provision of services to the residents of the future permanent supportive housing projects. However, the City never formalized Funding Agreements with Shangri-La and Step Up. In 2023, Shangri-La defaulted on both Homekey projects, leading to their foreclosure. Both properties were sold to new owners. The new owner of the Salinas Inn has expressed interest in selling the Property. The City of Salinas and the County are interested in financially supporting HACM to purchase and operate the Property to preserve it as a permanent supportive housing project. Both agencies are proposing a one-time contribution of up to \$2.5 million dollars each to support Property acquisition. The Housing Authority is in the process of having the Property appraised and is exploring other one-time funding contributions to support the acquisition of the Property in partnership with the City and County.

Reallocation of Year Two PLHA Funds

The City intends to allocate up to \$1,330,263 of PLHA funds from year two under Activity 6 for the acquisition of the Property. PLHA Activity 6 funds were intended for the operational costs to run the Sanborn Inn and Salinas Inn Homekey projects. In September 2024, City staff consulted with the state Housing and Community Development Department (HCD) and confirmed that under Activity 6, the funding can be redirected towards the acquisition of a permanent supportive housing project for unsheltered individuals without having to go through a budget amendment. Table 1 below shows the intended reallocation of PLHA funds.

Table 1

		Current PLHA Allocation	Proposed PLHA Allocation
Activity Description	Program	2020 (2 nd Year)	2020 (2 nd Year)
Activity #6 Homeless Services Assistance	180 S. Sanborn Rd.	\$1,014,000	\$0
	1030 Fairview Ave.	\$220,000	+/- \$1,330,263
	Unencumbered	\$96,263	\$0
Total		\$1,330,263	\$1,330,263

Reallocation of Prohousing Incentive Program Funds

On May 9, 2023, the City received a conditional award letter from HCD in the amount of \$1,650,000 for the PIP Program and the Standard Agreement was executed on January 26, 2024.

Before executing the Standard Agreement, on December 11, 2023, the City had already executed a Conditional Funding Reservation Letter to Envision Housing LLC for \$500,000 in PIP funds towards the predevelopment costs of the 100% affordable housing project at 467/479 E. Market Street. This project has been unable to secure additional funding sources, and the City is proposing to unreserve the \$500,000 to allocate these funds towards the acquisition of the Property. Additionally, under the PIP Program, the City had allocated \$500,000 towards the creation of a First Time Homebuyer Program. The PIP budget also had \$169,737 in unencumbered funds. The City intends to reallocate both amounts to the acquisition of the Property. This will bring the City’s total PIP allocation up to \$1,169,737. Table 2 below shows the intended reallocation of PIP funds.

Table 2

Activity Description	Current PIP Allocation		Proposed PIP Allocation	
	Amount	Project	Amount	Project
Administration	\$82,500	Administration	\$82,500	Administration
Multifamily Affordable Housing	\$500,000	467/479 E. Market St.	+/- \$1,169,737	1030 Fairview Ave.
	\$567,000	Unencumbered	\$397,763	Unencumbered
Homeownership Opportunities	\$500,000	Unencumbered	\$0	No Funds Available
Total	\$1,650,000		\$1,650,000	

With the reallocation of PIP and PLHA funds, the City may allocate up to \$2,500,000 to HACM to support the acquisition of the Property. The PLHA year two award expenditure deadline is April 31, 2025, and the PIP expenditure deadline is June 30, 2025. By committing both PLHA and PIP funds to the acquisition of the Property, the City will ensure compliance with both grant expenditure deadlines.

To ensure the successful completion of the 467/479 E. Market Street and the Sanborn Inn projects and the establishment of a First Time Homebuyer program, the City will identify and make them whole though other available City grant resources.

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 allocation of year two PLHA and PIP funds to HACM for the acquisition the Salinas Inn, a permanent supportive housing project, supports the City of Salinas 2022-2025 Strategic Plan Goals and Strategies of Housing/Affordable Housing through the preservation of needed permanent supportive housing units in Salinas. Acquisition funding support reflects the City’s commitment to fostering affordable and permanent supportive housing projects.

DEPARTMENTAL COORDINATION:

This agenda item is administered by the CDD’s Housing and Community Development Division in consultation with the Office of the City Attorney and the Finance Department. City staff also collaborated with HCD and HACM on this agenda item.

FISCAL AND SUSTAINABILITY IMPACT:

There will be no impact on the General Fund. The allocated funds for this potential property acquisition are from existing State grant funds.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
2951	30.3240-69.1351	Financial Assistance - Multi Family Housing	\$3,127,818	\$1,330,263	N/A	10/18/2022, 22497
2958	30.3240-69.1351	Financial Assistance - Multi Family Housing	\$1,567,500	\$1,169,737	N/A	03/07/2023, 22605

ATTACHMENTS:

- Resolution
- Location Map
- Salinas Inn Photos

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

A RESOLUTION OF THE CITY OF SALINAS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY TO CONTRIBUTE UP TO \$2,500,000 IN SUPPORT THE ACQUISITION OF THE SALINAS INN AT 1030 FAIRVIEW AVENUE (PROPERTY) AND REALLOCATING PERMANENT LOCAL HOUSING ALLOCATION PROGRAM AND PROHOUSING INCENTIVE PROGRAM FUNDS FOR PROPERTY ACQUISITION

WHEREAS, Memoranda of Understanding were executed between the City, Shangri-La Industries, LLC, and Step Up on Second Street, Inc. in which the City allocated year two PLHA funds to the Sanborn Inn (\$1,014,000) and the Salinas Inn (\$220,000) Homekey Projects for the provision of services to the residents of the future permanent supportive housing projects; and

WHEREAS, in 2023, Shangri-La defaulted on both Homekey projects, leading to their foreclosure, both properties were sold to new owners, and the new owner of the Salinas Inn at 1030 Fairview Avenue (Property) has expressed interest in selling; and

WHEREAS, the City of Salinas and the County of Monterey are interested in financially supporting HACM to purchase and operate the Property to preserve it as a permanent supportive housing project; and

WHEREAS, both City and County are proposing a one-time contribution of up to \$2.5 million to support Property acquisition and are exploring other one-time funding contributions to support Property acquisition in partnership with the City and County; and.

WHEREAS, the City intends to reallocate up to \$1,014,000 in Permanent Local Housing Allocation (PLHA) funds, originally allocated to Shangri-La Industries, LLC, for the operation of the Sanborn Inn Homekey project to the Housing Authority of the County of Monterey (HACM) for the potential acquisition of the Property; and

WHEREAS, the City further intends to allocate up to \$96,263 in unencumbered PLHA funds for the potential acquisition of the Property; and

WHEREAS, on May 9, 2023, the City received a conditional award letter from the state Housing and Community Development Department (HCD) in the amount of \$1,650,000 for the Prohousing Incentive Program (PIP); and

WHEREAS, on December 11, 2023, the City executed a Conditional Funding Reservation Letter to Envision Housing LLC for \$500,000 in PIP funds to cover predevelopment costs of the 100% affordable multifamily housing development at 467/479 E. Market Street; and

WHEREAS, on January 26, 2024, the City and HCD executed the PIP Standard Agreement for an award amount of \$1,650,000; and

WHEREAS, the City intends to reallocate \$500,000 in PIP funds, originally reserved to

Envision Housing LLC for the project on 467/479 E. Market Street for the potential acquisition of the Property; and

WHEREAS, the City intends to allocate up to \$169,737 in unencumbered Multifamily Housing Projects PIP funds to the potential acquisition of the Property; and

WHEREAS, the City intends to reallocate \$500,000 in PIP funds originally designated for the First Time Homebuyer Program to Multifamily Housing projects and allocate the funds to the potential acquisition of the Property; and

WHEREAS, 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).

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes the City Manager, or designee, to negotiate and execute all applicable forms, conditional commitment letters, agreements, grant-related documents, and subsequent amendments to transfer up to \$2,500,000 to the Housing Authority of the County of Monterey (“HACM”), matched by the County of Monterey, to support the acquisition of the Salinas Inn located at 1030 Fairview Avenue, Salinas, California 93905 (Property), for permanent supportive housing; and

BE IT FURTHER RESOLVED that the Salinas City Council authorizes the re-allocation of up to \$1,330,263 of year two Permanent Local Housing Allocation (PLHA) funds for Property acquisition; and

BE IT FURTHER RESOLVED that the Salinas City Council authorizes the re-allocation of up to \$1,169,737 in Prohousing Incentive Program (PIP) funds for Property acquisition.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

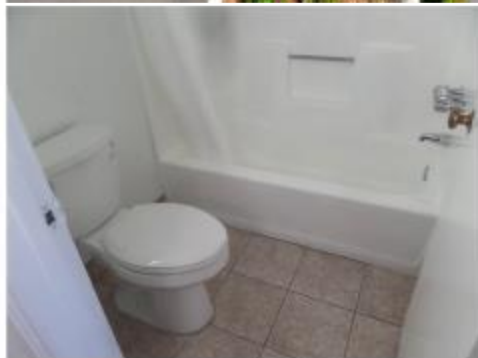
ATTEST:

Patricia M. Barajas, City Clerk

Location Map - 1030 Fairview Avenue



Neighborhood Satellite Image





Legislation Text

File #: ID#24-610, **Version:** 1

Pump, Motor, and Mechanical Repair Services Award for the City's Sewer Pump Stations

Approve a Resolution awarding contracts to Fluid Resource Management, Inc. and Koffler Electrical Mechanical Apparatus Repair, Inc. for Pump, Motor, and Mechanical Repair Services for two years beginning on the date of execution with an option to extend the term for two (2) additional years in amount not to exceed amount of \$1,000,000; and authorizing the City Manager to execute the agreements and extensions and/or modifications to the Pump, Motor, and Mechanical Repair Services Contract and to take whatever additional action may be necessary to effectuate the intent of this resolution.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, PW DIRECTOR

BY: JONATHAN ESTEBAN, ASSISTANT ENGINEER
ADRIANA ROBLES, ASST. PW DIRECTOR/CITY ENGINEER

TITLE: PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES
AWARD FOR THE CITY'S SEWER PUMP STATIONS

RECOMMENDED MOTION:

A motion to approve a Resolution:

1. Awarding contracts to Fluid Resource Management, Inc. and Koffler Electrical Mechanical Apparatus Repair, Inc. for Pump, Motor, and Mechanical Repair Services for two years beginning on the date of execution with an option to extend the term for two (2) additional years in an amount not to exceed \$1,000,000 for each vendor; and
2. Authorizing the City Manager to execute the agreements and extensions and/or modifications to the Pump, Motor, and Mechanical Repair Services Contract and to take whatever additional action may be to effectuate the intent of this resolution.

EXECUTIVE SUMMARY:

On August 28, 2024, the City issued a Request for Proposals (RFP) for pump, motor, and mechanical repair services. On September 24, 2024, the City received three (3) proposals from Fluid Resource Management (FRM), Koffler Electrical Mechanical Apparatus Repair, Inc., and DXP Enterprises. The RFP allows the City to award multiple contracts to meet operational needs. The contract is an on-call contract with a term of two years with an option to extend the term for an additional two years. The contract has a non-guaranteed maximum gross contract amount of \$1,000,000.

After review of the proposals per selection requirements in the RFP, the City recommends awarding a contract to FRM and Koffler.

BACKGROUND:

Maintenance staff informed engineering staff of several issues with the City's sanitary sewer pump stations that require immediate repairs. Due to the necessity of quick repairs and improvements to the City's sewer pump stations, a Request for Proposals for an on-call style contract was issued for pump, motor, and mechanical repair services.

On August 28, 2024, the City issued a Request for Proposals (RFP) for pump, motor, and mechanical repair services.

The work in the contract includes, but is not limited to, all labor and equipment to repair, replace, adjust, and maintain pumps, motors, and related mechanical systems; inspection; testing; and emergency response. The Contractor must be able to respond to emergency repairs within 24 hours and to non-emergency repairs within 72 hours.

The contract is for “as-needed services” and is not a guarantee that the City will contact awarded contractors to perform such services. The awarded contract will be valid for two years with an opportunity to extend for an additional two years upon agreement with the City. Total charges under this contract are not-to-exceed \$1,000,000. The City reserves the right to award multiple contracts in order to meet its operational needs.

On September 24, 2024, the City received three (3) proposals from Fluid Resource Management (FRM), Koffler Electrical Mechanical Apparatus Repair, Inc (Koffler), and DXP Enterprises.

Upon review and evaluation of submitted proposals, the ranking of bids are as follows:

1. Fluid Resource Management
2. Koffler Electrical Mechanical Apparatus Repair, Inc.
3. DXP Enterprises

DXP Enterprises bid proposal was found to be incomplete, due to missing license and registration information.

City staff recommends awarding a contract to Fluid Resource Management and Koffler Electrical Mechanical Apparatus Repair.

CEQA CONSIDERATION:

The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15301 et al., because the project proposes repair, maintenance, or minor alterations of existing facilities.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No

STRATEGIC PLAN INITIATIVE:

This item relates to the Council’s Goal of Infrastructure and Environmental Sustainability and Public Safety.

DEPARTMENTAL COORDINATION:

The purchasing process and staff report were coordinated with the Public Works Department, the City Attorney’s Office, and Finance Department. Project assignment under the contracts will be coordinated with Maintenance Department.

FISCAL AND SUSTAINABILITY IMPACT:

There are funds in CIP 9222 that can be used to assign work under the contract.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 CIP Budget Page	Last Budget Action (Date, Resolution)*
5800	50.9222-66.4000	Capital Outlays	\$176,908	\$100,000	Engineering & Transportation / 9222	4/23/24, 22940

ATTACHMENTS:

Resolution
Agreement FRM
Agreement Koffler

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

A RESOLUTION AWARDED A CONTRACT TO FLUID RESOURCE MANAGEMENT, INC. AND KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC. FOR THE PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES AWARD

WHEREAS, City’s sanitary sewer pump stations require immediate repairs; and

WHEREAS, On August 28, 2024, the City issued a Request for Proposals (RFP) for pump, motor, and mechanical repair services; and

WHEREAS, The contract is for “as-needed services” and is not a guarantee that the City will contact awarded contractors to perform such services. The awarded contract will be valid for two years with an opportunity to extend for an additional two years upon agreement with the City. Total charges under this contract are not-to-exceed \$1,000,000 for each contract. The City reserves the right to award multiple contracts in order to meet its operational needs; and

WHEREAS, On September 24, 2024, the City received three (3) proposals from Fluid Resource Management, Koffler, and DXP Enterprises; and

WHEREAS, City staff evaluated the proposals and recommends awarding a contract to Fluid Resource Management, Inc. and Koffler Electrical Mechanical Apparatus Repair Inc.

NOW THEREFORE, BE IT RESOLVED that the Salinas City Council hereby authorizes the City Manager to enter into contracts with Fluid Resource Management, Inc. and Koffler Electrical Mechanical Apparatus Repair, Inc. for Pump, Motor, and Mechanical Repair Services for a non-guaranteed maximum gross contract amount of \$1,000,000 each; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute extension and/or modifications to the Pump, Motor, and Mechanical Repair Services Contract and to take whatever additional action may be needed to effectuate the intent of this resolution.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND ELLISON ENVIRONMENTAL INCORPORATED dba
FLUID RESOURCE MANAGEMENT**

PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES

THIS AGREEMENT is executed this 12th day of November, 2024, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and **ELLISON ENVIRONMENTAL INCORPORATED dba FLUID RESOURCE MANAGEMENT**, a California corporation (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: **On-call repair services for the City’s sewer pump stations. Scope of work is further discussed in the City’s Request for Proposal for Pump, Motor, and Mechanical Repair Services, Attachment B and Contractor’s Proposal dated __/__/__, Attachment D. Attachment C further explains the requirement from Department of Industrial Relations.**
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence **upon the execution of this Agreements** and shall be completed by **the expiration of two (2) years** unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, **at an hourly fee in in conformance with the price listing contained in the Contractor’s Fee Schedule. Attachment D, not to exceed maximum contract value of One Million Dollars (\$1,000,000). There is no minimum guaranteed contract value.** Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor 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 City to insure timely and adequate performance of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, 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.
8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. 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.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

CONTRACTOR

By (Printed Name): _____

Its (Title): _____

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form 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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, 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.

Other Insurance Provisions

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

1. **The City, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf

of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO 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 Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

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.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the price of each assigned project under this contract. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Attachment B

Attachment C

Attachment D

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND **KOFFLER ELECTRICAL MECHANICAL
APPARATUS REPAIR, INC.****

PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES

THIS AGREEMENT is executed this 12th day of November, 2024, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and **KOFFLER ELECTRICAL MECHANICAL APPARATUS REPAIR, INC.**, a California corporation (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: **On-call repair services for the City’s sewer pump stations. Scope of work is further discussed in the City’s Request for Proposal for Pump, Motor, and Mechanical Repair Services, Attachment B and Contractor’s Proposal dated __/__/__, Attachment D. Attachment C further explains the requirement from Department of Industrial Relations.**
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence **upon the execution of this Agreements** and shall be completed by **the expiration of two (2) years** unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, **at an hourly fee in in conformance with the price listing contained in the Contractor’s Fee Schedule. Attachment D, not to exceed maximum contract value of One Million Dollars (\$1,000,000). There is no minimum guaranteed contract value.** Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor 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 City to insure timely and adequate performance of this Agreement.

6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, 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.
8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. 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.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

CONTRACTOR

By (Printed Name): _____

Its (Title): _____

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form 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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, 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.

Other Insurance Provisions

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

1. **The City, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf

of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO 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 Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

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.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the price of each assigned project under this contract. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Attachment B

Attachment C

Attachment D



City of Salinas

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

Legislation Text

File #: ID#24-616, **Version:** 1

Urban Forest Management Plan Street Tree List

Approve a Resolution adopting the Urban Forest Management Plan recommended street tree list.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024
DEPARTMENT: PUBLIC WORKS DEPARTMENT
FROM: DAVID JACOBS, P.E., L.S., PUBLIC WORKS DIRECTOR
BY: VICTORIA GUTIERREZ, JUNIOR ENGINEER
VICTOR SANCHEZ, ASSISTANT ENGINEER
TITLE: URBAN FOREST MANAGEMENT PLAN STREET TREE LIST

RECOMMENDED MOTION:

It is recommended that City Council approve a resolution adopting the Urban Forest Management Plan recommended street tree list.

EXECUTIVE SUMMARY:

The City of Salinas was awarded a grant from the CalFire Community Forestry Program to develop an Urban Forest Management Plan (UFMP), which serves as a long-term road map for future planning, planting, maintenance, and tree equity of the City's urban forest. On September 10, 2024, pursuant to Resolution No. 23086, City Council adopted the UFMP. The UFMP identified an overrepresentation of certain tree species that are not prepared for Salinas' future climate. The UFMP recommends the City to adopt an updated street tree list for use by all City departments to guide street tree planting. The recommended tree list will provide a diverse range of tree species of varying sizes, shapes, and flowering properties that will limit the potential for trees conflicting with infrastructure like sidewalks, overhead utility lines, and driveways. The recommended street tree list will also help increase tree canopy, increase tree resilience against pests, and mitigate the effects of climate change.

BACKGROUND:

In December 2020, the City of Salinas was awarded a grant from the California Department of Forestry and Fire Protection (CalFire) Community Forestry Program to develop an Urban Forest Management Plan (UFMP), which serves as a long-term road map for future planning, planting, maintenance, and tree equity of the City's urban forest. On September 10th, 2024, pursuant to Resolution No. 23086, City Council adopted the UFMP. The UFMP identified an overrepresentation of certain tree species that are not prepared for Salinas' future climate. The UFMP recommends the City to adopt an updated street tree list for use by all City departments to guide street tree planting.

The recommended tree list was developed for the UFMP by the City’s consultant, Dudek, to guide the City of Salinas in making tree planting decisions towards a sustainable urban forest. The list includes several categories of information on the individual tree species, spacing needs, and water use that will assist the City in planting the right tree in the right place. This will help with limiting the potential for trees to conflict with infrastructure like sidewalks, overhead utility lines, and driveways.

Several factors were used in developing the tree list. First, was determining if the trees are suitable for future climate conditions in the City. This analysis was based on current research, staff knowledge of local species, and experience of the consultant team. The Water Use Classification of Landscape Species (WUCOLS) rating also informed the water needs of the tree species selected. The street tree list includes as many low and very low water use species as possible to meet expected hotter and drier climate conditions. Second, the list was developed to provide a diverse range of tree species of varying sizes, shapes, and flowering properties to help with reaching diversity goals for inventory. This will allow City decision makers to have multiple options when developing tree planning projects for streets, parks, and other locations. The recommended tree list will also help increase tree canopy, increase tree resilience against pests, and mitigate the effects of climate change.

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, Government Code §84308/Levine Act does not apply to this item.

STRATEGIC PLAN INITIATIVE:

This action supports the Council’s Strategic Goal of *Infrastructure and Environmental Sustainability* by providing a list of diverse trees that will assist in increasing canopy cover as well as decreasing susceptibility from invasive pests and climate changes.

DEPARTMENTAL COORDINATION:

The Public Works Department coordinated with the Community Development Department, Fire Department, and Library and Community Services Department to support the development of the UFMP.

FISCAL AND SUSTAINABILITY IMPACT:

There are no direct funding impacts associated with adopting the recommended street tree list.

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

ATTACHMENTS:

Resolution
 Recommended Street Tree List

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

**RESOLUTION ADOPTING THE URBAN FOREST MANAGEMENT PLAN
RECOMMENDED STREET TREE LIST**

WHEREAS, on September 10th, 2024, pursuant to Resolution No. 23086, Council adopted the Urban Forestry Management Plan (UFMP); and

WHEREAS, the UFMP identified an overrepresentation of certain tree species that are not prepared for Salinas’ future climate; and

WHEREAS, the recommended street tree list provides a diverse range of tree species with varying sizes, shapes, and flowering properties that will limit conflicts with infrastructure, increase the urban tree canopy, increase tree resilience against pests and help mitigate the effects of climate change; and

WHEREAS, the street tree list will be reevaluated every three years to determine sustainability in climate conditions as stated per grant guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby adopts the Urban Forest Management Plan recommended street tree list.

PASSED AND APPROVED this 12th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbly Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Recommended Street Tree List
Prepared for City of Salinas by Dudek

4' Parkways																
Tree #	On current Street Tree list	Common City Tree List	Family	Genus	Species	Common Name	Foliage Type (Conifer, Deciduous, Evergreen)	Height	Crown Spread	Spacing	Sunset Climate Zone	Water Use Rating (WUCOLS)	Native	Pest Issues	Disease Issues	Root Damage Potential
1			Fabaceae	<i>Bauhinia</i>	<i>blakeana</i>	Hong Kong Orchid	D.	20-25	15-20	20-25	13,19,21,23,24,H1,H2	Moderate/medium		Aphids		Low
2			Fabaceae	<i>Bauhinia</i>	<i>purpurea</i>	Purple Orchid	D.	20-40	-20	20-25	13, 18-24,H1,H2	Moderate/medium		Aphids, ISHB		Low
3			Fabaceae	<i>Cercis</i>	<i>candensis</i>	Eastern Redbud	D.	-20	-20	20-25	1-24	Moderate/medium		catpillars, scales	anthracnose, crown rot, armillaria, phytophthora, root rot, verticillium	Low
4			Fabaceae	<i>Cercis</i>	<i>occidentalis</i>	Western Redbud	D.	-20	-20	20-25	2-24	Low	Yes	catpillars, scales	crown rot, phytophthora, root rot.	Low
5			Bignoniaceae	<i>Chilopsis</i>	<i>linearis</i>	Desert Willow	D.	20-40	20-40	30-35	7-14,18-23	Very low	Yes		root rot	Low
6		Yes	Bignoniaceae	<i>Chitalpa</i>	<i>tashkentensis</i>	Chitalpa	D.	20-40	20-40	30-35	3-24	Low		Aphids	root rot, verticillium	Low
7			Boraginaceae	<i>Cordia</i>	<i>boissieri</i>	Texas olive	E.	20	10-15	10-15	8-24	Low				Low
8			Myrtaceae	<i>Metrosideros</i>	<i>excelsus</i>	New Zealand Christmas Trees	E.	-20	-20	20-25	16-17,23-24,H1,H2	Moderate/medium			phytophthora, root rot	Moderate
9	Yes	Yes	Bignoniaceae	<i>Handroanthus</i>	<i>avellandedae</i>	Pink Trumpet	D.	20-40	20-40	30-35	15-16, 20-14	Moderate/medium				Low
10		Yes	Myrtaceae	<i>Tristaniaopsis</i>	<i>laurina</i>	Water Gum	E.	20-35	15-30	20-25	15-24	Moderate/medium		Scales		Low
4'-6' Parkways																
Tree #	On current Street Tree list	Common City Tree List	Family	Genus	Species	Common Name	Type	Height	Crown Spread	Spacing	Sunset Climate Zone	WUCOLS	Native	Pest Issues	Disease Issues	Root Damage Potential
11			Fabaceae	<i>Albizia</i>	<i>julibrissin</i>	Silk tree	D.	20-40	20-40	30-35	4-23	Low			Armilaria, Fusarium, root rot	Moderate
12			Fabaceae	<i>Cassia</i>	<i>leptophylla</i>	Gold Medallion	E.	20-40	20-40	30-35	15,16,20-24	moderate/medium				Low
13			Myrtaceae	<i>Corymbia</i>	<i>papwana</i>	Ghost Gum	E.	30-50	20-35	30-35	5-6, 8-24	Low		Beetle borers	Armilaria, root rot	Moderate
14			Fabaceae	<i>Parkinsonia</i>	<i>acuelata</i> 'Cercidium' hybrid	Palo Verde	D.	20-30	20-40	30-35	8-14,18-20	Low		ISHB, eriophyid mite		Low
15			Anacardiaceae	<i>Pistacia</i>	<i>x 'red push'</i>	Red Push' Pistache	D.	25-40	20-40	30-35	8-24	unknown				Low
16	Yes		Rosaceae	<i>Pyrus</i>	<i>kawakamii</i>	Evergreen Pear	E.	20-40	20-40	30-35	8,9,12-24	moderate/medium		Aphids, white fly	Fire blight, sooty mold	Low
17			Anacardiaceae	<i>Rhus</i>	<i>lancea</i>	African Sumac	E.	20-40	20-40	30-35	8,9,12-24	Low			Root rot, verticillium	Low
18	Yes	Yes	Myrtaceae	<i>Lophostemon</i>	<i>conferta</i>	Brisbane Box	E.	20-40	20-40	30-35	15-17,19-24,H1,H2	moderate/medium		Scales	Phytophthora, Root rot	Moderate
19			Fagaceae	<i>Quercus</i>	<i>ilex</i>	Holly Oak	E.	30-60	30-60	35-40	4-24	Low		Scales, spider mites	Armilaria, anthracnose, root rot	Low
6'-8' Parkways																
Tree #	On current Street Tree list	Common City Tree List	Family	Genus	Species	Common Name	Type	Height	Crown Spread	Spacing	Sunset Climate Zone	WUCOLS	Native	Pest Issues	Disease Issues	Root Damage Potential
20			Fabaceae	<i>Acacia</i>	<i>melanoxylon</i>	Blackwood Acacia	E.	40+	40+	30-35	8,9,13-24	Low		ISHB, Beetle Borers, Thrip	phytophthora, root rot	High
21	Yes	Yes	Podocarpaceae	<i>Afrocarpus</i>	<i>falcatus</i>	Fern Pine	E.	40+	20-40	30-35	8,9,14-24	moderate/medium				Low
22			Ericaceae	<i>Arbutus</i>	<i>marina'</i>	Strawberry Tree	E.	40-50	40	30-35	8,9,14-24	Low		Scales, thrip	Anthracnose, Phytophthora, root rot, rust	Low
23			Fabaceae	<i>Dalbergia</i>	<i>sissoo</i>	Indian Rosewood	D.	45-60	30-40	30-35	13,19, 21-24	Low				Moderate
24			Rutaceae	<i>Geijera</i>	<i>parviflora</i>	Australian Willow	E.	20-40	20-40	30-35	8,9,12-24	Low				Low
25	Yes	Yes	Sapindaceae	<i>Koelreuteria</i>	<i>bipinnata</i>	Chinese Flame	D.	20-40	20-40	30-35	8-24,H1	moderate/medium		ISHB, Beetle Borers, Scales		Low
26			Oleaceae	<i>Olea</i>	<i>europae</i>	Fruitless olive	E.	20-40	-20	30-35	8,9,11-24,H1,H2	Low		Scales, psyllid	Anthracnose, armillaria, phytophthora, Root rot, Sooty mold, verticillium	Moderate

Recommended Street Tree List
 Prepared for City of Salinas by Dudek

6'-8' Parkways																
Tree #	On current	Common City Tree	Family	Genus	Species	Common Name	Type	Height	Crown Spread	Spacing	Sunset Climate	WUCOLS	Native	Pest Issues	Disease Issues	Root Damage Potential
27	Yes	Yes	Pinaceae	<i>Pinus</i>	<i>canariensis</i>	Canary Island Pine	C.	40+	20-40	30-35	8,9,12-24	Low		Aphids, Beetle borers, spider mites	Armillaria, phytophthora, Root rot, Sooty Mold, Pitch Canker	Moderate
28	Yes		Pinaceae	<i>Pinus</i>	<i>eldarica</i>	Afghan Pine	C.	40+	20-40	30-35	6-9,12-24	Very low		Aphids	Armillaria	Moderate
29			Pinaceae	<i>Pinus</i>	<i>torreyana</i>	Torrey Pine	C.	40+	40+	30-35	8,9,14-24	Low	Yes	Aphids, Beetle borers, spider mites	Armillaria, Pitch canker	Moderate
30	Yes	Yes	Anacardiaceae	<i>Pistacia</i>	<i>chinensis</i>	Chinese Pistache	D.	40+	40+	30-35	4-23	moderate/medium			Verticillium, Root rot	Low
31			Fagaceae	<i>Quercus</i>	<i>fusiformis</i>	Escarpment Oak	E.	20-50	20-40	30-35	3, 10-13	moderate/medium		Insect galls	Armillaria, phytophthora, Live Oak Wilt, Root rot	Moderate
32			Platanaceae	<i>Platanus</i>	<i>mexicana</i>	Mexican Sycamore	D.	40-70	30-50	30-35	1-24	moderate/medium		ISHB, Beetle Borers, Scales, Spider mites	Anthracoese, Powdery mildew	Moderate
33			Fabaceae	<i>Quercus</i>	<i>engelmannii</i>	Engelman Oak	E.	40+	40+	30-35	7-9,14-21	Very low	Yes	ISHB, Coddling Moths, Insect Galls, Scales	Armillaria, Crown Rot, Mistletoe, Root rot	Moderate
34			Fabaceae	<i>Quercus</i>	<i>suber</i>	Cork Oak	E.	20-40	20-40	30-35	5-16,18-24	Low		ISHB	Armillaria, phytophthora, Root rot	Moderate
8'+ Parkways																
Tree #	On current Street Tree list	Common City Tree List	Family	Genus	Species	Common Name	Type	Height	Crown Spread	Spacing	Sunset Climate Zone	WUCOLS	Native	Pest Issues	Disease Issues	Root Damage Potential
35		Yes	Fabaceae	<i>Quercus</i>	<i>agrifolia</i>	Coast Live Oak	E.	40+	40+	35-40	7-9,14-24	Very low	Yes	ISHB, GSOB, Aphids, Beetle	Sudden Oak Death, Crown Rot, Mistletoe, Armillaria, Phytophthora,	Moderate
36			Fabaceae	<i>Tipuana</i>	<i>tipu</i>	Tiju	D.	40+	40+	35-40	12-16,18-24	Low		Psyllid		Moderate



City of Salinas

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

Legislation Text

File #: ID#24-617, **Version:** 1

New York Life Bank Authorized Signatory Update

Approve a Resolution authorizing the City Manager, Finance Director, and Acting Assistant Finance Director to be added as signatories for the City's New York Life Investment accounts.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024
DEPARTMENT: FINANCE
FROM: SELINA ANDREWS, DIRECTOR OF FINANCE
BY: ERIC BURL, SENIOR ACCOUNTANT
TITLE: NEW YORK LIFE BANK AUTHORIZED SIGNATORY UPDATE

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the City Manager, Finance Director, Acting Assistant Finance Director, and Senior Accountant to be added as signatories for the City's New York Life Investment accounts.

EXECUTIVE SUMMARY:

The New York Life Retirement Plan is a closed, single-employer defined benefit pension plan that covers non-public safety employees. They hold assets in a fund referred to as fixed dollar account and are a total return bond investment class with guaranteed annuity contracts for its members. New York Life recently changed their signatory process and requires administrators be added through an approved Council Resolution.

BACKGROUND:

The New York Life Retirement Plan was established on September 1, 1954. Beginning June 19, 1995, all new, regular non-public safety employees are enrolled in CalPERS. The City has an agreement with New York Life Investments to hold and invest plan assets of the Retirement Plan. The Department of Finance manages the account by ensuring fund deposits, allocations, initiating cost of living adjustments, and processing pay-outs for its members.

Currently, there is a single signatory for the New York Life Retirement Plan Account. To ensure business continuity, it is a best practice to have at least two (2) signatories.

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:

Monitoring the retirements accounts supports the City of Salinas Strategic Plan 2023-2025 goal of Effective Government.

DEPARTMENTAL COORDINATION:

This staff report was coordinated with the Finance Department, City Attorney’s Office, and the City Manager’s Office.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct fiscal impact associated with updating the City’s authorized signatories.

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

ATTACHMENTS:

Resolution

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

RESOLUTION AUTHORIZING STAFF TO ACT ON BEHALF OF THE CITY REGARDING THE CITY’S NEW YORK LIFE INVESTMENTS ACCOUNTS

WHEREAS, the New York Life retirement plan (Retirement Plan) is a closed, single-employer defined benefit pension plan that was established on September 1, 1954; and

WHEREAS, the City has an agreement with New York Life Investments to hold and invest plan assets of the Retirement Plan; and

WHEREAS, the current list of authorized signers is outdated due to staff turnover.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby authorizes that the following officers, or their successors in office, shall have the authority to act on behalf of the city, including to sell, assign, and transfer funds, regarding the City of Salinas’ New York Life Investments accounts:

Rene Mendez
City Manager

Selina Andrews
Director of Finance

Abe Pedroza
Assistant Finance Director

Eric Burl
Senior Accountant

PASSED AND APPROVED this 12th day of November, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



City of Salinas

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

Legislation Text

File #: ID#24-623, **Version:** 1

Fiscal Year 2024-25 Appropriations Limit (GANN Limit) Revision

Approve a Resolution revising the fiscal year 2024-25 appropriations limit (GANN Limit).



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024
DEPARTMENT: FINANCE
FROM: SELINA ANDREWS, FINANCE DIRECTOR
TITLE: FISCAL YEAR 2024-25 APPROPRIATIONS
LIMIT (GANN LIMIT) REVISION

RECOMMENDED MOTION:

A motion to approve a resolution revising the fiscal year 2024-25 appropriations limit (GANN Limit).

EXECUTIVE SUMMARY:

The City's independent financial auditors, Pun and Associates, LLP, discovered a minor error in appropriations limit for fiscal year ending June 30, 2024, calculation due to the rounding of decimal points. In order for future calculations to be accurate, the appropriations limit previously adopted by City Council on June 11, 2024 (resolution 22980) needs to be adjusted as this number effects subsequent calculations. The revision adjusts the figure from \$324,459,809 to \$324,452,179, a difference of \$7,630.

BACKGROUND:

Article XIII B of the California Constitution (enacted with the passage of Proposition 4 in 1979, with modifications under Proposition 111 passed in June 1990, and implemented by California Government Code sections 7900, and following) provides the basis for the appropriation limitation. This legislation required the governing body of each local jurisdiction in California to establish a Tax Appropriations Limit (also referred to as the GANN Limit) on or before June 30 of each year for the following fiscal year. The Tax Appropriations Limit is based on actual appropriations during the State of California Fiscal Year 1978-79 and adjusted each year using population and inflation adjustment factors.

On June 5, 1990, California voters approved Proposition 111, amending Article XIII B. Proposition 111 allows local jurisdictions to choose among measures of inflation and population growth to compute the adjustment factor. The measures for inflation (price factors) include growth in California per capita income or growth in the City's gross assessed valuation due to new non-residential construction; while measures for population growth include population growth within the county or city.

The appropriations limit is calculated each fiscal year and is generally included as part of the annual operating and capital budgets. It is calculated by adjusting the base year limit for changes in the cost-of-living and population. In brief, the City’s appropriations growth rate is limited to changes in population and either the change in California per capita income or the change in the local assessment roll due to new, non-residential construction.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Revising the appropriations limit meets the Council Goal of Operational Efficiencies.

DEPARTMENTAL COORDINATION:

This staff report was coordinated by the Finance Department.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct fiscal impact associated with revising the appropriations limit.

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

ATTACHMENTS:

Resolution

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

A RESOLUTION CORRECTING THE APPROPRIATIONS LIMIT FOR THE CITY OF SALINAS FOR FISCAL YEAR 2024-25

WHEREAS, Article XIII B of the California Constitution was amended by the passage of Proposition 111 at the June 5, 1990, Primary Election; and,

WHEREAS, each City must now select its change in the cost-of-living annually by a recorded vote of the City Council; and,

WHEREAS, each City must now select its change in population annually by a recorded vote of the City Council; and,

WHEREAS, Resolution 22980 approved June 11, 2024 requires a correction of \$7,630 because of an incorrect beginning number due to the rounding of decimal points.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Salinas that the Appropriations Limit for the City shall be changed based on:

1. The population within the County limits, and
2. The change in California cost of living.

BE IT FURTHER RESOLVED that the Appropriations Limit for the City of Salinas for Fiscal Year 2024-25 is hereby adopted at \$324,452,179 pursuant to Article XIII B of the California Constitution as amended by Proposition 111. The portion of the City’s budget that is subject to the appropriation limit (the proceeds of taxes) totals \$167,632,000 and is well within the appropriations limit.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



Legislation Text

File #: ID#24-624, Version: 1

Emergency Sherwood Hall HVAC Boiler Replacement, Chiller Maintenance and Water Treatment

Approve a Resolution authorizing the City Manager to execute an agreement with Environmental Systems Inc. and Water One Industries Inc. for the HVAC boiler and chiller system improvements and water treatment at Sherwood Hall in an amount not to exceed \$552,000 and authorizing the transfer from the Facilities Maintenance Reserve to the Recreation Department - Facility Services Division, to cover the expenses related to the improvements.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024

DEPARTMENT: PUBLIC WORKS AND LIBRARY AND COMMUNITY SERVICES

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR
KRISTAN LUNDQUIST, LIBRARY AND COMMUNITY SERVICES DIRECTOR

BY: SEAN SCHMIDT, FACILITIES MAINTENANCE MANAGER
ANA AMBRIZ, RECREATION-PARK SUPERINTENDENT

TITLE: EMERGENCY SHERWOOD HALL HVAC BOILER REPLACEMENT, CHILLER MAINTENANCE AND WATER TREATMENT

RECOMMENDED MOTION:

A motion to approve a Resolution:

1. Delegating authority to the City Manager to execute an agreement with Environmental Systems Inc. and Water One Industries Inc. for the HVAC boiler and chiller system improvements and water treatment at Sherwood Hall in an amount not to exceed \$552,000.
2. Authorizing the transfer from the Facilities Maintenance Reserve to the Recreation Department – Facility Services Division, to cover the expenses related to the improvements.

EXECUTIVE SUMMARY:

Sherwood Hall’s HVAC boiler and chiller systems have failed. The boiler is original to the building construction and is having nuisance failures and service calls due to its age and condition. The only heat source for Sherwood Hall is the existing single boiler. When the boiler fails or trips off, the building does not have any heat and cannot meet minimum occupancy code standards. The existing boiler’s energy consumption/efficiency is no longer allowed to be installed in California. The chiller system cooling operation is inoperative. The chiller has no flow and needs to be cleaned and serviced. In addition, the chiller software needs to be updated. This service is designed to ensure that the chiller operates at peak efficiency and extends its operating life expectancy. Once the HVAC boiler and chiller systems have been addressed, water treatment needs to be in place. The HVAC system requires a water source and having treated water will not only help minimize scale and bacteria growth but will also extend the life of the equipment.

BACKGROUND:

The Public Works Facilities Division has been working with Library and Community Services Recreation-Park Division and the on-call service contractor, Environmental Systems Inc. (ESI) on issues pertaining to Sherwood Hall's HVAC System for a couple of years. On March 13, 2024, Facilities informed Recreation-Park staff that the building's HVAC control air system had failed. The system was assessed as part of its quarterly maintenance, and it was determined that there were large air leaks causing the buildings air compressor to operate continually and ultimately fail. The failed control system caused the building to drastically overheat. The assessment recommended to replace the nomadic HVAC control system to digital. The replacement not only allowed Facilities to detect proper function, but it improved efficiencies by allowing them to address any issues remotely.

On August 12, 2024, the boiler and chiller were shut off to upgrade the control valves for the system. Once the new valves were in place, Facilities and ESI found that the boiler would not fire back up and the chiller had no water flow. Upon further inspection, the boiler was leaking water, and the gas igniter would not work. ESI brought MFG, the chiller manufacturers, to inspect the chiller and found that bells, tubes and tube sheets were fouled and in need of a more aggressive acid cleaning. Two flow sensors were found to be inoperative, and the chiller software needed to be upgraded. MFG also shared that no maintenance / service had been done to the system since its purchase.

Staff is requesting to enter into an agreement for services with ESI for the replacement of the HVAC boiler and chiller maintenance and cleaning and allow for a 10% contingency for any unforeseen issues in an amount not to exceed \$517,356 and use Facilities Maintenance Reserves to fund the improvements. Pursuant to Section 12-27 of the Salinas Municipal Code, staff is requesting exceptions to competitive bidding for this agreement given that ESI is the City's on-call service contractor for the HVAC systems and is familiar with the system and that competitive bidding of this item would further extend the timeline for replacement of the system.

Staff is also recommending entering into an agreement for services with Water One Industries Inc. in an amount not to exceed \$52,000 for water treatment at Sherwood Hall for a period of three years. Staff is requesting the first year of maintenance and system improvements (\$34,634) be covered by the Facilities Maintenance Reserve. The two remaining years will be covered by the Community Center's operating budget. Sherwood Hall's water was previously treated; unfortunately, the company left the area, and treatment has been halted ever since. Water One Industries will make repairs to the system and provide monthly water treatment service to Each Cooling Tower System, Each Chilled Water Closed Loop and Each Hot Water Closed Loop system. These HVAC components require a water source and without adequate treatment corrosion and additional damage to the system will occur.

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 15269 (b)).

STRATEGIC PLAN INITIATIVE:

This project addresses the current City Council’s Goals of Infrastructure and Environmental Sustainability by improving city facilities.

DEPARTMENTAL COORDINATION:

The Facilities and Recreation-Park Divisions along with the City Manager’s Office and Finance have worked together to identify funding for the replacement of the HVAC Boiler and Chiller System maintenance. The Facilities Divisions will ensure timely replacement and proper protocols are followed.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)*
1000	38.0197	Facilities Maintenance Reserve	\$1,800,000	\$552,000	N/A	6/13/23; 22685
1000	55.6243	Outside Services – Maint & Repairs	\$0	\$552,000	N/A	N/A

There are sufficient funds within the City’s Facilities Maintenance Reserve Fund.

ATTACHMENTS:

- Resolution Agreement 1
- Agreement 2

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

EMERGENCY SHERWOOD HALL HVAC CONTROL SYSTEM REPLACEMENT

WHEREAS, the Public Works Facilities Division has been working with the Library and Community Services Rec-Park Division and the on-call service contractor, Environmental Systems Inc. (ESI), on issues pertaining to Sherwood Hall’s HVAC system; and

WHEREAS, on August 12, 2024, the Facilities Division informed the Rec-Park Division that the HVAC boiler / chiller systems had failed; and

WHEREAS, replacement of the boiler system and overhaul of the chiller is recommended; and

WHEREAS, pursuant to Section 12-27 of the Salinas Municipal Code, competitive bidding would further delay ordering and replacing the HVAC control system and ESI is the city’s HVAC service contractor and is most intimately familiar with the system; and

WHEREAS, 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); and

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves an agreement for emergency replacement of the Sherwood Hall HVAC boiler / chiller system with ESI for an amount not to exceed \$517,356; and

BE IT FURTHER RESOLVED that the Salinas City Council hereby approves an agreement with Water One Industries, Inc., for the installation of a water treatment system and a three-year monthly service agreement of said system for an amount not to exceed \$52,000; and

BE IT FURTHER RESOLVED that the Salinas City Council hereby approves the use of the Facilities Maintenance Reserve funds to cover the expenses; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all necessary documents related to the HVAC boiler / chiller system replacement and overhaul.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND ENVIRONMENTAL SYSTEMS, INC.**

Emergency Sherwood Hall HVAC Boiler / Chiller System Replacement Overhaul

THIS AGREEMENT is executed this 12th day of November 2024, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Environmental Systems, Inc., a **California Corporation** (“Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Sherwood Hall HVAC boiler / chiller system replacement and overhaul, as set forth in Contractor’s proposal dated August 27, 2024, Attachment B.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or City may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence on November 13, 2024, and shall be completed by November 13, 2025, unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, as described in the Contractor’s fee schedule, Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor 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 City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising

from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, 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 sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws, and regulations, including those outlined in Attachment C. 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.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Rene Mendez
City Manager

APPROVED AS TO FORM:

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

CONTRACTOR

By (Printed Name): _____

Its (Title): _____

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form 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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects to the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, 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.

Other Insurance Provisions

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

1. **The City, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO 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 Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

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

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.

Surety Bonds

Contractor shall provide the following Surety Bonds:

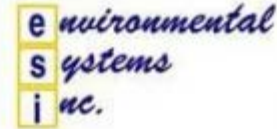
1. Payment bond
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Attachment B

August 27, 2024

City of Salinas
200 Lincoln Ave
Salinas, CA 93901
Email: seans@ci.salinas.ca.us



40 YEARS OF SERVICE
1975-2015

Attention: Sean Schmidt
Reference: Sherwood Hall– Chiller Repair/Chiller Assurance Program
Quote: CITY565-24

Environmental Systems, Inc. proposes to provide the labor and material to complete the following:

Proposed Work: Retrofit, Repair and Cleaning

The chiller/cooling operation for Sherwood Hall is inoperative. The chiller has no flow and needs to be cleaned and serviced. Upon the MFG service mechanics removing the end bells, the tubes and tube sheets they were found to be fouled and in need of a more aggressive acid cleaning. Two flow sensors were found to be inoperative and the chiller software needs to be upgraded to allow for the sensor replacement. One year warranty material only, on replaced parts and software. No other warranties stated or implied on the operation of the chiller

Total Price for the above scope: \$53,668.00

Chiller Assurance Program:

The chiller assurance program (open and inspect) is performed by the MFG which essentially is a complete overhaul/annual of the chiller. Acid cleaning of the tubes and an eddy current test of the tubes to verify the integrity of the tubes, are included in the proposal. The two failed flow sensors will be replaced. This is a proactive maintenance package designed to ensure the chiller operates at peak efficiency and assist in extending the operating life expectancy of the chiller. This service has not been previously performed on this chiller per the MFG records of the equipment.

Includes: two-year parts and labor warranty for all components (excluding refrigerant). The chiller is issued a new serial and nameplate once the assurance program and repairs have completed

Total Price for the above scope: \$167,576.00

Exclusions:

Overtime labor, permits, service, repairs, or component replacement other than stated above

Please feel free to contact us if you have any questions or if we can be of further assistance. If you are satisfied with our proposal and would like us to proceed, please sign below and email to service@esite.net. Price is valid for 30 days.

Kenneth J Filice

Senior Project Manager

Acceptance of the above proposal:

The price, specifications, and conditions of this proposal are satisfactory and hereby acceptable. I/We have read and acknowledge, and understand Environmental Systems Inc.'s General Terms and conditions attached, and hereby incorporate the same as part of this Proposal & Contract. I/We agree to make all payments as outlined above.

Environmental Systems Inc – General Terms and Conditions

SECTION 1. ENTIRE AGREEMENT. The proposal on page 1, and these General Terms and Conditions represents the entire agreement. Owner may issue a Purchase order for accounting purposes, but these General terms and conditions will prevail.

SECTION 2. PAYMENT TERMS: Owner agrees to pay Environmental Systems Inc as follows: (A) 100% upon completion of project. (B) Any other payment terms must be mutually agreed to in writing between Owner and Environmental Systems Inc. (C) Progress payments based on amount of work completed each month.

SECTION 3. CHANGES IN WORK. Contractor shall not be required to make any changes in the work without a mutually agreed to written change order authorization which includes the new scope of work and agreed to price. If Owner provides verbal direction, Owner agrees to follow up in writing within 5 days, but in no event shall verbal direction preclude Environmental Systems Inc from being reimbursed for the change order work. Written changes will not be required if Contractor acts in response to an emergency situation.

SECTION 4. CLAIMS. If any dispute shall arise between Owner and Contractor regarding performance of the work, or any alleged change in the work, Contractor may perform the disputed work and shall submit a notice of a claim for additional compensation for the work within ten (10) days after commencement of the disputed work. Any and all claims shall first be addressed in an Owner/Contractor meeting for resolution. If that is unsuccessful, Contractor may request and Owner agrees to binding arbitration. **SECTION 5.**

GUARANTEE. Environmental Systems Inc guarantees and warrants all materials and workmanship and agrees to replace at his sole cost and expense any and all materials adjudged defective or damaged from said installation during a period of either (A) 30 days for repair work or (B) one year from completion for installation of new equipment. These specifications shall control unless a greater period of guarantee is provided by Equipment or material manufacturers.

SECTION 6. INSURANCE. Environmental Systems Inc shall, at its expense, procure limits and maintain insurance on all of its operations. The following will be considered acceptable insurance requirements on all projects. a. Workers Compensation and Employer's Liability insurance; amounts as required by statute. b. Comprehensive General Liability or Commercial General

Liability insurance covering all operations: \$1,000,000.00 c. Automobile Liability insurance, including coverage for allow owned, hired and non-owned automobiles: \$1,000,000.00

All insurance coverages shall be in amounts and for duration of the project.

SECTION 7. INDEPENDENT CONTRACTOR. Environmental Systems Inc is an independent contractor and not an agent for Owner

SECTION 8. ASBESTOS. Contractor agrees to stop work immediately and notify Owner should asbestos or asbestos related products be discovered during the course of construction. Work will continue only after the asbestos hazard has been abated by Owner and the Owner has authorized work to be restarted. Any such Asbestos remediation is not included in this contract.

SECTION 9. SEVERABILITY. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is deemed invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of this agreement, and all other applications of such provisions, shall not be affected.

SECTION 10. JURISDICTION AND VENUE. Contractor and Owner agree that this contract shall be construed in accordance with, and governed by, the laws of the State of California. The jurisdiction and venue for any dispute arising from this contract shall be Santa Clara County, California.

SECTION 11. ATTORNEYS FEES. If any action is commenced between the parties hereto concerning the project or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to, in addition to such other relief as may be granted, court costs, legal expenses, and reasonable attorneys' fees.

CONTRACTORS ARE REQUIRED, BY LAW, TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, and P.O. BOX 26000, SACRAMENTO, CALIFORNIA 94826.

3353 DE LA CRUZ BLVD. SANTA CLARA, CA 95054 TEL: (408) 980-1711 FAX: (408) 980-0714
www.esite.net

Page 2 of 2

September 5, 2024

City of Salinas
200 Lincoln Ave
Salinas, CA 93901
Email: seans@ci.salinas.ca.us



Attention: Sean Schmidt
Reference: Sherwood Hall
Quote: CITY586-24

Environmental Systems, Inc. proposes to provide the labor and material to complete the following:

As seen during our site walk of the HVAC systems and the boiler room at Sherwood Hall, the existing boiler is leaking. The boiler is original to the building construction and is having nuisance failures and service calls due to its age and condition. The only heat source for Sherwood Hall is the existing single boiler. When the boiler fails or trips off, the building does not have any heat and cannot meet minimum occupancy code standards. The existing boiler's energy consumption/efficiency is no longer allowed to be installed in CA. The proposed new two-boiler system, on an average 8 hr. operating day should save the City of Salinas up to \$35,000.00 in energy consumption to heat Sherwood Hall each year. Based on equipment availability and the poor to non-serviceable condition of the existing boiler, the City of Salinas should deem this replacement as an emergency. The lead time for a new boiler to be ordered from the factory is 6-7 months. ESI is looking to source boilers from other boiler mfg. reps from other states, if possible, to not delay the installation once it is approved.

Proposed Work:

1. Remove the existing Hurst fire tube heating boiler
2. Install two (2) new NTI FTG 2200 high 95.6% efficiency gas fired condensing boilers
3. Existing piping is to be re-piped into a primary/secondary system
4. Install new 8" PVC schedule 40 flue piping to the exterior of the building at the boiler room level
5. Install new gas regulators and gas piping to new boilers as needed
6. Install new conduit and wire to support new condensing boiler requirements from adjacent mechanical/ fan room
7. New piping will be insulated
8. Tie into existing Delta controls/ create new programming and boiler graphics
9. Start and test system operations
10. Train facilities personal on use of new boilers

Total Price for the above scope: \$292,480.00

Add #1: Expedited order processing and shipping -**\$3,500.00**

Add #2: Remove existing boiler flu cap and cover-**\$6,800.00**

3353 DE LA CRUZ BLVD. SANTA CLARA, CA 95054 TEL: (408) 980-1711 FAX: (408) 980-0714
www.esite.net

Environmental Systems Inc – General Terms and Conditions

SECTION 1. ENTIRE AGREEMENT. The proposal on page 1, and these General Terms and Conditions represents the entire agreement. Owner may issue a Purchase order for accounting purposes, but these General terms and conditions will prevail.

SECTION 2. PAYMENT TERMS: Owner agrees to pay Environmental Systems Inc as follows: (A) 100% upon completion of project. (B) Any other payment terms must be mutually agreed to in writing between Owner and Environmental Systems Inc. (C) Progress payments based on amount of work completed each month.

SECTION 3. CHANGES IN WORK. Contractor shall not be required to make any changes in the work without a mutually agreed to written change order authorization which includes the new scope of work and agreed to price. If Owner provides verbal direction, Owner agrees to follow up in writing within 5 days, but in no event shall verbal direction preclude Environmental Systems Inc from being reimbursed for the change order work. Written changes will not be required if Contractor acts in response to an emergency situation.

SECTION 4. CLAIMS. If any dispute shall arise between Owner and Contractor regarding performance of the work, or any alleged change in the work, Contractor may perform the disputed work and shall submit a notice of a claim for additional compensation for the work within ten (10) days after commencement of the disputed work. Any and all claims shall first be addressed in an Owner/Contractor meeting for resolution. If that is unsuccessful, Contractor may request and Owner agrees to binding arbitration. **SECTION 5.**

GUARANTEE. Environmental Systems Inc guarantees and warrants all materials and workmanship and agrees to replace at his sole cost and expense any and all materials adjudged defective or damaged from said installation during a period of either (A) 30 days for repair work or (B) one year from completion for installation of new equipment. These specifications shall control unless a greater period of guarantee is provided by Equipment or material manufacturers.

SECTION 6. INSURANCE. Environmental Systems Inc shall, at its expense, procure limits and maintain insurance on all of its operations. The following will be considered acceptable insurance requirements on all projects. a. Workers Compensation and Employer's Liability insurance; amounts as required by statute. b. Comprehensive General Liability or Commercial General Liability insurance covering all operations: \$1,000,000.00 c. Automobile Liability insurance, including coverage for allow owned, hired and non-owned automobiles: \$1,000,000.00

All insurance coverages shall be in amounts and for duration of the project.

SECTION 7. INDEPENDENT CONTRACTOR. Environmental Systems Inc is an independent contractor and not an agent for Owner

SECTION 8. ASBESTOS. Contractor agrees to stop work immediately and notify Owner should asbestos or asbestos related products be discovered during the course of construction. Work will continue only after the asbestos hazard has been abated by Owner and the Owner has authorized work to be restarted. Any such Asbestos remediation is not included in this contract.

SECTION 9. SEVERABILITY. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is deemed invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of this agreement, and all other applications of such provisions, shall not be affected.

SECTION 10. JURISDICTION AND VENUE. Contractor and Owner agree that this contract shall be construed in accordance with, and governed by, the laws of the State of California. The jurisdiction and venue for any dispute arising from this contract shall be Santa Clara County, California.

SECTION 11. ATTORNEYS FEES. If any action is commenced between the parties hereto concerning the project or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to, in addition to such other relief as may be granted, court costs, legal expenses, and reasonable attorneys' fees.

CONTRACTORS ARE REQUIRED, BY LAW, TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, and P.O. BOX 26000, SACRAMENTO, CALIFORNIA 94826.

3353 DE LA CRUZ BLVD. SANTA CLARA, CA 95054 TEL: (408) 980-1711 FAX: (408) 980-0714
www.esite.net

Page 2 of 2

Attachment C

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE
Labor Law Requirements
(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification, and type of work. The current wage rate information can be found at the DIR's website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form). **Penalties for failure to pay prevailing wages (for non-exempt projects)** and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's**

Electronic Certified Payroll Reporting (“eCPRs”) database (<https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>). **Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement.
5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR’s website at: <http://www.dir.ca.gov/wpnodb.html>.
7. **Nondiscrimination in Employment – Equal Employment Opportunity (“EEO”):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting “kickbacks” from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers’ Compensation:** Contractors and subcontractors must be properly insured for Workers’ Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND WATER ONE INDUSTRIES, INC.**

Boiler / Chiller Water Treatment

THIS AGREEMENT is executed this 12th day of November 2024 (“Agreement” or “Contract”) between the City of Salinas, a California charter city and municipal corporation (hereinafter “City”) and Water One Industries, Inc., a **California Corporation** (“Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: water treatment for City buildings boiler / chiller loop systems, as set forth in Contractor’s proposal dated September 18, 2024, Attachment B.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence on November 13, 2024, and shall be completed by November 13, 2027, unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, an amount not to exceed \$52,000 for water treatment service and improvements, as described in Contractor’s fee schedule, Attachment B. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor 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 City to ensure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising

from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, 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 sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws, and regulations, including those outlined in Attachment C. 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.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Rene Mendez
City Manager

APPROVED AS TO FORM:

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

CONTRACTOR

By (Printed Name): _____

Its (Title): _____

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office (“ISO”) Form 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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects to the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, 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.

Other Insurance Provisions

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

1. **The City, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO 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 Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on

insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

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

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.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.



Attachment B

5410 Gateway Plaza Drive
Benicia, CA 94510
(707) 747-4300
Fax: (707) 747-4303

Water Treatment Products and Equipment - Sales and Service - C-55 License#990760

September 18, 2024

City of Salinas
Public Works
426 Work St.
Salinas, CA 93901

Attention: Sean Schmidt

Subject: Sherwood Hall - 940 N Main St. - Salinas, CA
Re: 1 Each Cooling Tower System and 1 Each Chilled Water Closed Loop System, 1 Each Hot Water Closed Loop System

Dear Sean,

Thank you for the opportunity to provide this quote.

Monthly Service Agreement

We recommend a monthly water treatment service agreement for the 1 Each Cooling Tower System, 1 Each Chilled Water Closed Loop and 1 Each Hot Water Closed Loop system. Our monthly service agreement includes a minimum of once per month service. During the service, a technician ensures all of the water treatment equipment is working properly. The conductivity controller's sensor and flow switch are cleaned, the conductivity controller is calibrated and programmed if necessary, the in-line strainer is cleaned, and the chemical feed pumps are adjusted and primed as necessary.

We supply all of the water treatment chemicals necessary to help minimize scale formation and bacteria growth. The tap water (makeup water) and system waters (recirculating water) are tested to ensure the minerals are in the proper balance. Tests are run to verify the proper amount of scale and corrosion inhibitors are added to the system waters. All of these tests would be performed monthly. Digital reports documenting our findings would also be provided.

This service contract will also provide monthly testing and water treatment chemicals for the closed loop systems at this facility. In order to protect these systems from corrosion, we will maintain treatment levels in the systems to meet 800-1,600 ppm sodium nitrite. Iron and Copper analysis will be ran quarterly.

City of Salinas
(RE: Sherwood Hall - 940 N Main St. - Salinas, CA)
September 18, 2024
Page 2 of 2

Reporting Method:

Water One has replaced its pens, paper, and report binders in favor of iPads and the eServiceReport platform for collecting and distributing service data. Not only will you have access to service data 24/7 from any computer or smart phone via a web browser, but there is no software to download or maintain. Service history can be easily reviewed with features such as color-coded control limits, as well as, charts and graphs to trend data. This will help determine where system improvements can be made to ensure efficient equipment performance. Going beyond complete service history and useful data presentation, the platform also provides access to SDS, product data sheets, pictures, and more.

Our monthly fee for performing all of the above items would be **\$700.00** per month.

Thank you for your consideration. Please let me know if you have any questions. I can be reached at (707) 888-1546

Sincerely,
Water One Industries, Inc.



Brian Robinson
Regional Manager

Quote - 16358

Water One Industries, Inc.
5410 Gateway Plaza Drive
Benicia, CA 94510
(707) 747-4300
service@wateroneonline.com
C-55 Lic. 990760



Date	9/18/2024
Quote Number	16358
Quote Valid for 90 Days Unless Noted Elsewhere	

To

City of Salinas
Public Works
426 Work St.
Salinas, CA 93901

Service/Delivery Address

Sherwood Hall
940 N Main St.
Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Chilled Water Loop ***				
1	Cleaning/Treatment	Complete Cleaning (Alkaline Cleaner) And Treatment (Sodium Nitrite) To The Chilled Water Closed Loop System. This involves adding the cleaner during one visit, coming back to crack a bleed off on a separate visit and then returning to check on the system either once or twice to determine if it has thoroughly flushed all the way down or not. Once it has all the fouled water flushed out and matches regular city water values, we will add the Sodium Nitrite treatment to the proper range of 800-1200 ppm.	2,250.00	2,250.00
**** Note! During the sanitization process, there is a possibility that strainers could be plugged with debris. Once the sanitization process is complete, a mechanical contractor should clean all strainers to remove any debris.				
It is also important to note, that whenever a system is being cleaned and you are attempting to loosen preexisting corrosion and debris, then that debris can act as an abrasive and possibly cause a pump seal to leak. This is a rare occurrence, but it does happen from time to time and we cannot be held responsible if this occurs. ****				

Quote Accepted By: _____

Purchase Order: _____

Quote valid for 90 days.
Quote can be accepted by signing and returning
quote or issuing a purchase order

Subtotal \$2,250.00

Sales Tax (9.25%) \$0.00

Total **\$2,250.00**

Quote - 16355

Water One Industries, Inc.
 5410 Gateway Plaza Drive
 Benicia, CA 94510
 (707) 747-4300
 service@wateroneonline.com
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16355
Quote Valid for 90 Days Unless Noted Elsewhere	

To

City of Salinas
 Public Works
 426 Work St.
 Salinas, CA 93901

Service/Delivery Address

Sherwood Hall
 940 N Main St.
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Chilled Water Closed Loop ***				
1	FB-2-SB-CS-Z	GWS 2 Gallon Flat Bottom Bypass Feeder, Safety Bar Closure, carbon steel construction	405.00	405.00T
1	P-12	Pedestal, Griswold Feeder	110.00	110.00T
1	SB-SS	GWS Bypass Feeder -- Stainless Steel Filter Basket	203.00	203.00T
12	SB-5	GWS Bypass Feeder -- 5 Micron Filter Bag	26.00	312.00T
1	FB-3G	3 Gallon Container for Filter Bags, Screw Top Lid/ Water Tight	27.00	27.00T
1	Materials-PF	Materials Needed To Install The High Capacity Filtration By-Pass Feeder. Includes All 3/4 Inch Copper Piping And ProPress Fittings, Dielectric Unions, 3/4 Inch Brass Valves, Wedge Anchors, Strut, Clamps, And All Miscellaneous Parts And Pieces Necessary To Complete The Installation.	750.00	750.00T
1	Installation	Labor Charge To Install Unit.	1,500.00	1,500.00
1	Truck Charge	Truck Charge. Flat fee for delivery and mileage.	50.00	50.00

Quote Accepted By: _____

Purchase Order: _____

Quote valid for 90 days.
 Quote can be accepted by signing and returning quote or issuing a purchase order

Subtotal \$3,357.00
Sales Tax (9.25%) \$167.15

Total \$3,524.15

Quote - 16356

Water One Industries, Inc.
 5410 Gateway Plaza Drive
 Benicia, CA 94510
 (707) 747-4300
 service@wateroneonline.com
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16356
Quote Valid for 90 Days Unless Noted Elsewhere	

To

City of Salinas
 Public Works
 426 Work St.
 Salinas, CA 93901

Service/Delivery Address

Sherwood Hall
 940 N Main St.
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Cooling Tower System ***				
1	WCT6A00PANNN-LANNN	Walchem Intuition-6 WCT Series LCD Touch screen digital cooling tower conductivity controller with 6 powered relays, one sensor input card and loose flow switch manifold with 20 foot cables.	1,847.00	1,847.00T
1	E10VXHA2S6	Stenner ECON VX Pump 14.0 GPD/52.9LPD	576.37	576.37T
2	LB03SA-VTC1-055	PULSATRON Series A PLUS 12GPD Chemical Feed Pump	727.00	1,454.00T
1	HAM EN4SD303012GY	30" x 30" x 12" D NEMA 4 steel enclosure with hinged door. Back panel included.	1,017.00	1,017.00T
1	Pre-Fabrication	Pre-Fabrication Of Water Treatment Control Equipment In A Hoffman Nema 4 Enclosure. Schedule 80 Tubing & Fittings And All Parts And Pieces Are Included.	750.00	750.00T
3	01-29333	Gemini 2, 20 Gallon Dual Containment Drum - Square - 18x18x24	731.09	2,193.27T
4	691K-C-5	Scale Inhibitor & Remover - 5 Gallons	196.00	784.00T
4	19/5	Env-Iso 1.5 (1.6% Isothiazolinone) 5 G/ 42 lb. (Pail)	176.00	704.00T
4	Justeq07	Microbicide 5 Gallon Pail	181.20	724.80T
1	Materials-CT	Materials Needed To Install The Cooling Tower Monitoring Equipment and Side-Stream Piping. Includes All 3/4 Inch SCH 80 PVC Piping And Fittings. 3/4 Inch Ball Valves, Roof Blocks, Teflon Tape, Glue, Primer, Hardware, Strut, Clamps, And All Miscellaneous Parts And Pieces Necessary To Complete The Installation.	600.00	600.00T
1	Installation	Labor Charge To Install and Program all of the above listed monitoring equipment.	3,000.00	3,000.00
1	Truck Charge	Truck Charge. Flat fee for delivery and mileage.	50.00	50.00

Quote Accepted By: _____

Purchase Order: _____

Quote valid for 90 days.
 Quote can be accepted by signing and returning quote or issuing a purchase order

Subtotal

Sales Tax (9.25%)

Total

Quote - 16356

Water One Industries, Inc.
5410 Gateway Plaza Drive
Benicia, CA 94510
(707) 747-4300
service@wateroneonline.com
C-55 Lic. 990760



Date	9/18/2024
Quote Number	16356
Quote Valid for 90 Days Unless Noted Elsewhere	

To

City of Salinas
Public Works
426 Work St.
Salinas, CA 93901

Service/Delivery Address

Sherwood Hall
940 N Main St.
Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
		PLEASE NOTE: We will be reusing the current bleed solenoid valve and most of the piping that was recently installed. We will not be hauling off old chemical or drums.		

Quote Accepted By: _____

Purchase Order: _____

Quote valid for 90 days.
Quote can be accepted by signing and returning
quote or issuing a purchase order

Subtotal \$13,700.44

Sales Tax (9.25%) \$985.17

Total \$14,685.61

Quote - 16354

Water One Industries, Inc.
 5410 Gateway Plaza Drive
 Benicia, CA 94510
 (707) 747-4300
 service@wateroneonline.com
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16354
Quote Valid for 90 Days Unless Noted Elsewhere	

To

City of Salinas
 Public Works
 426 Work St.
 Salinas, CA 93901

Service/Delivery Address

Sherwood Hall
 940 N Main St.
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Hot Water Closed Loop ***				
1	FB-2-SB-CS-Z	GWS 2 Gallon Flat Bottom Bypass Feeder, Safety Bar Closure, carbon steel construction	405.00	405.00T
1	P-12	Pedestal, Griswold Feeder	110.00	110.00T
1	SB-SS	GWS Bypass Feeder -- Stainless Steel Filter Basket	203.00	203.00T
12	SB-5	GWS Bypass Feeder -- 5 Micron Filter Bag	26.00	312.00T
1	FB-3G	3 Gallon Container for Filter Bags, Screw Top Lid/ Water Tight	27.00	27.00T
1	Materials-PF	Materials Needed To Install The High Capacity Filtration By-Pass Feeder. Includes All 3/4 Inch Copper Piping And ProPress Fittings, Dielectric Unions, 3/4 Inch Brass Valves, Wedge Anchors, Strut, Clamps, And All Miscellaneous Parts And Pieces Necessary To Complete The Installation.	750.00	750.00T
1	Installation	Labor Charge To Install Unit.	1,500.00	1,500.00
1	Truck Charge	Truck Charge. Flat fee for delivery and mileage.	50.00	50.00
PLEASE NOTE: Prior to Water One coming out to perform any of this work, we would need the current taps to be replaced with 1/2 or 3/4 x FNPT or MNPT. This work would need to be performed by a mechanical contractor. Please reference photos in email.				

Quote Accepted By: _____

Purchase Order: _____

Quote valid for 90 days.
 Quote can be accepted by signing and returning quote or issuing a purchase order

Subtotal \$3,357.00

Sales Tax (9.25%) \$167.15

Total	\$3,524.15
--------------	-------------------

Quote - 16357

Water One Industries, Inc.
 5410 Gateway Plaza Drive
 Benicia, CA 94510
 (707) 747-4300
 service@wateroneonline.com
 C-55 Lic. 990760



Date	9/18/2024
Quote Number	16357
Quote Valid for 90 Days Unless Noted Elsewhere	

To

City of Salinas
 Public Works
 426 Work St.
 Salinas, CA 93901

Service/Delivery Address

Sherwood Hall
 940 N Main St.
 Salinas, CA 93906

Qty	Item	Description	Price Ea	Total
*** This Quote is for the Hot Water Loop ***				
1	Cleaning/Treatment	Complete Cleaning (Alkaline Cleaner) And Treatment (Sodium Nitrite) To The Hot Water Closed Loop System. This involves adding the cleaner during one visit, coming back to crack a bleed off on a separate visit and then returning to check on the system either once or twice to determine if it has thoroughly flushed all the way down or not. Once it has all the fouled water flushed out and matches regular city water values, we will add the Sodium Nitrite treatment to the proper range of 800-1600 ppm.	2,250.00	2,250.00
<p>**** Note! During the sanitization process, there is a possibility that strainers could be plugged with debris. Once the sanitization process is complete, a mechanical contractor should clean all strainers to remove any debris.</p> <p>It is also important to note, that whenever a system is being cleaned and you are attempting to loosen preexisting corrosion and debris, then that debris can act as an abrasive and possibly cause a pump seal to leak. This is a rare occurrence, but it does happen from time to time and we cannot be held responsible if this occurs. ****</p>				

Quote Accepted By: _____

Purchase Order: _____

Quote valid for 90 days.
 Quote can be accepted by signing and returning quote or issuing a purchase order

Subtotal \$2,250.00

Sales Tax (9.25%) \$0.00

Total	\$2,250.00
--------------	-------------------

Attachment C

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE
Labor Law Requirements
(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification, and type of work. The current wage rate information can be found at the DIR's website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form). **Penalties for failure to pay prevailing wages (for non-exempt projects)** and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's**

Electronic Certified Payroll Reporting (“eCPRs”) database (<https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>). **Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works agreement.
5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices:** Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR’s website at: <http://www.dir.ca.gov/wpnodb.html>.
7. **Nondiscrimination in Employment – Equal Employment Opportunity (“EEO”):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting “kickbacks” from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers’ Compensation:** Contractors and subcontractors must be properly insured for Workers’ Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.



Legislation Text

File #: ID#24-629, **Version:** 1

2024 Pavement Crack Treatment on Various Streets Project CIP 9981

Approve a Resolution approving the specifications for the 2024 Pavement Crack Treatment on Various Streets Project CIP 9981; awarding a contract to Carter Enterprises Group Inc. dba Pavement Rehab Company for the 2024 Pavement Crack Treatment on Various Streets Project CIP 9981 in the amount of \$505,888 and a 21% project contingency in the amount of \$106,236 for a total not to exceed amount of \$612,124.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024
DEPARTMENT: PUBLIC WORKS DEPARTMENT
FROM: DAVID JACOBS, P.E., L.S., PUBLIC WORKS DIRECTOR
BY: PHAVANA ARAMKUL, JUNIOR ENGINEER
ADRIANA ROBLES, P.E., CFM, CITY ENGINEER
TITLE: 2024 PAVEMENT CRACK TREATMENT ON VARIOUS STREETS
PROJECT CIP 9981

RECOMMENDED MOTION:

It is recommended that the City Council approve a resolution:

1. Approving the specifications for the 2024 Pavement Crack Treatment on Various Streets Project CIP 9981; and
2. Awarding a contract to Carter Enterprises Group Inc. dba Pavement Rehab Company for the 2024 Pavement Crack Treatment on Various Streets Project CIP 9981 in the amount of \$505,888 and 21% project contingency in the amount of \$106,236 for a total not to exceed amount of \$612,124.

EXECUTIVE SUMMARY:

The City of Salinas maintains approximately 292 miles of roadway pavement. The Pavement Management and Street Selection Policy, approved by City Council in May 2024, strategically distributes funding to address pavement deterioration and allocates most of the funding to major roadways, followed by residential streets. The City's Street Saver program tracks pavement conditions as reported in the 2023 Pavement Management Program. In accordance with the policy, staff proposed to begin the first phase of pavement preservation or stop gap/maintenance by applying pavement crack treatment to the Year 1 to 5 major and residential streets to extend the pavement service life to allow time for pavement rehabilitation in the coming years.

BACKGROUND:

On May 7, 2024, the City Council established the Pavement Management and Street Selection Policy (Resolution No. 22953) to strategically distribute funding to address pavement deterioration. The policy identified crack treatment as a stop gap/maintenance strategy to prevent water migration into existing pavements. On June 25, 2024, the City Council approved the 5-Year Pavement Preservation Street List (Resolution No. 23031). This list identified the streets that were to receive pavement treatment (maintenance or rehabilitation) in the coming years. In an effort to prevent the selected streets from deteriorating more rapidly, crack treatment was identified as a lower cost effort to provide a short-term protection from water intrusion into the pavement subsurface.

On July 22, 2024, the City Engineer approved the project specifications and authorized the call for bids for this project.

On August 13, 2024, the City received three bids for the 2024 Pavement Crack Treatment on Various Streets Project No. 9981. Due to a calculation oversight at the time of estimating the project quantities, quantities were miscalculated which meant that pricing would be allowed to be negotiated by the apparent low bidder outside of the competitive bidding process for the difference in quantities. On October 22, 2024, via Resolution No. 231354, City Council rejected all bids received on August 13, 2024, for the 2024 Pavement Crack Treatment on Various Streets Project.

Revised specifications for the 2024 Pavement Crack Treatment on Various Streets Project No. 9981 were approved by the City Engineer on October 4, 2024, with an updated project scope. (See Exhibit A – Project Location map for street details.)

On October 25, 2024, three bids were electronically received and publicly opened and examined via Zoom meeting with Carter Enterprises Group Inc. dba Pavement Rehab Company as the apparent low bidder, Table 1 Bid Results provides a summary of bids received.

Table 1. Bid Results

Contractor	Total Base Bid
Carter Enterprises Group Inc DBA Pavement Rehab Company	\$505,888
Global Road Sealing Inc. DBA GRSI	\$519,000
Talley Oil, Inc (<i>Invalid Bid</i>)	\$527,500
Engineer’s Estimate	\$678,000

The City received three bids that were lower than the engineer’s estimate. Tally Oil Inc. submitted a bid that was deemed invalid due to missing required bid documents. (See Exhibit B – Bid Tabulation sheet for bid details.)

The “Local Purchasing Preference Ordinance” is not applicable to this project because the project is funded with ARPA funds.

Construction is anticipated to begin in mid-January of 2025 and be completed by late February to early March of 2025, depending on weather.

CEQA CONSIDERATION:

Categorically exempt: The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301(c), Class 1), because the project proposes to maintain existing roadways.

Furthermore, the project does not qualify for any of the exemptions to the categorical exemptions found at CEQA Guidelines Sections 15300.2, because section does not apply, and we are not reconstructing or replacing any structures or facilities.

CALIFORNIA GOVERNMENT CODE §84308:

No. The Government Code §84308/Levine Act does not apply to this project since this was a competitive bid project.

STRATEGIC PLAN INITIATIVE:

This project relates to the Council’s Goals of *Infrastructure and Environmental Sustainability* and *Public Safety* by maintaining the City’s existing roadways.

DEPARTMENTAL COORDINATION:

Public Works staff and Finance staff have worked together on the funding of the 2024 Crack Treatment on Various Streets Project No. 9981.

FISCAL AND SUSTAINABILITY IMPACT:

There is no impact to the General Fund with this project. The 2024 Pavement Crack Treatment on Various Streets Project Cip 9981 is funded with the American Rescue Plan Act (ARPA).

Table 2: Anticipated Project Costs

PROJECT COSTS	
Construction Cost	\$505,888
Contingency (21%)	\$106,236
TOTAL ESTIMATED PROJECT COSTS	\$612,124
AVAILABLE FUNDS (3911.50.8180)	\$654,494

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
3911	50.8180-66.4000	Capital Outlay Improvements	\$654,494	\$610,860	N/A	9/24/24 Res. No. 23102

ATTACHMENTS:

- Resolution
- Exhibit A – Project Location Map
- Exhibit B – Bid Tabulation Sheet

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

A RESOLUTION APPROVING A CONTRACT WITH CARTER ENTERPRISES GROUP INC DBA PAVEMENT REHAB COMPANY FOR THE 2024 PAVEMENT CRACK TREATMENT ON VARIOUS STREETS PROJECT, CIP 9981

WHEREAS, on August 18, 2020, the City Council approved a contract with Pavement Engineering Inc. for on-going pavement condition surveys, updates to the Street Saver Pavement Management Program (PMP) database, and pavement condition reports (Resolution No. 21932); and

WHEREAS, on May 7, 2024, the City Council approved the 2023 Pavement Management Program Update and the Pavement Management and Street Selection Policy (Resolution No. 22953); and

WHEREAS, on June 25, 2024, the City Council approved the 5-Year Pavement Preservation Street List (Resolution No. 23031); and

WHEREAS, on July 22, 2024, the City Engineer approved the project specifications and authorized the call for bids for this project; and

WHEREAS, on August 13, 2024, bids were publicly opened and examined for the 2024 Pavement Crack Treatment on Various Streets Project, CIP 9981, in accordance with the project specifications; and

WHEREAS, due to a miscalculation that would have allowed for negotiation of the contract unit pricing and would jeopardize the competitive bid process, bids were rejected on October 22, 2024, via Resolution No. 231354; and

WHEREAS, on October 4, 2024, the City Engineer approved the revised project specifications and authorized a new call for bids for the updated project scope for the 2024 Pavement Crack Treatment on Various Streets Project No. 9981; and

WHEREAS, on October 25, 2024, three bids were electronically received and publicly opened and examined via Zoom meeting with Carter Enterprises Group Inc. dba Pavement Rehab Company as the apparent low bidder,

WHEREAS, City staff thereupon reported the bid results to the City Council at its regular meeting on November 12, 2024, and the Council in open session at said meeting examined the staff report; and

WHEREAS, the City of Salinas has determined that the project is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301(c), Class 1) because the project proposes to maintain existing roadways, and pavement crack treatment, and the project does not qualify for any of the exemptions to the categorical exemptions found at CEQA Guidelines Sections 15300.2.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Salinas Municipal Code

Section 12-21, in reference to the 2024 Pavement Crack Treatment on Various Streets Project, CIP 9981, that all of said bids are rejected except the bid from Carter Enterprises Group Inc. dba Pavement Rehab Company Inc., (hereinafter referred to as “Successful Bidder”), being the lowest and best bid which is hereby accepted (Base Bid 1). The subject contract is hereby awarded to said Successful Bidder for the sum of \$505,888, and more specifically at the prices particularly set forth and contained in the Proposal for the 2024 Pavement Crack Treatment on Various Streets Project No. 9981, of said successful bidders previously filed in the office of the City Clerk; and

BE IT FURTHER RESOLVED that said specifications for the 2024 Pavement Crack Treatment on Various Streets Project No. 9981 are hereby approved for said work and said specifications are by reference incorporated in and hereby made a part of this resolution; and

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

BE IT FURTHER RESOLVED that the City Council authorizes a \$106,236 (21%) above the bid price for construction contingencies; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve any and all change orders for completion of the project.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

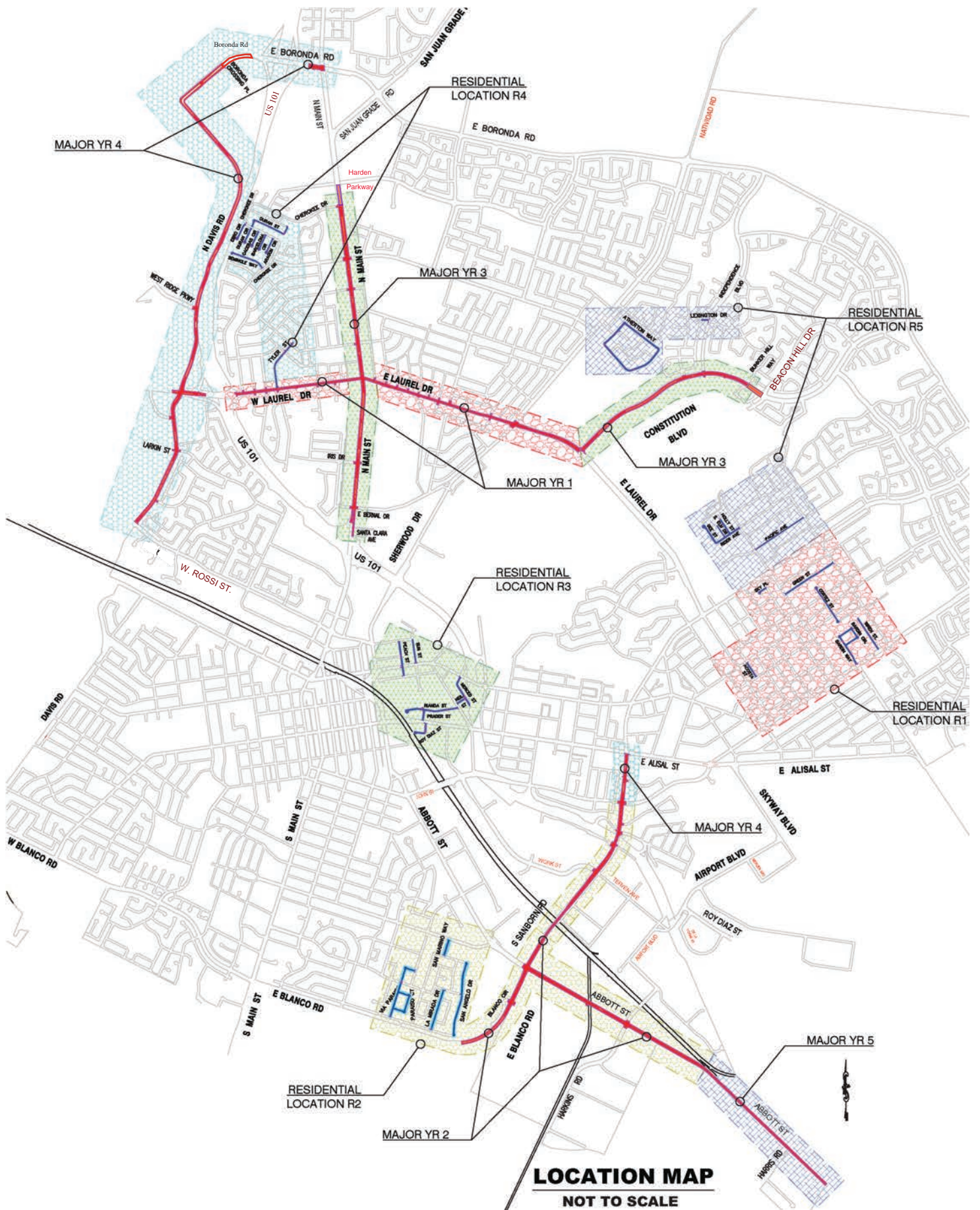
APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Exhibit - A

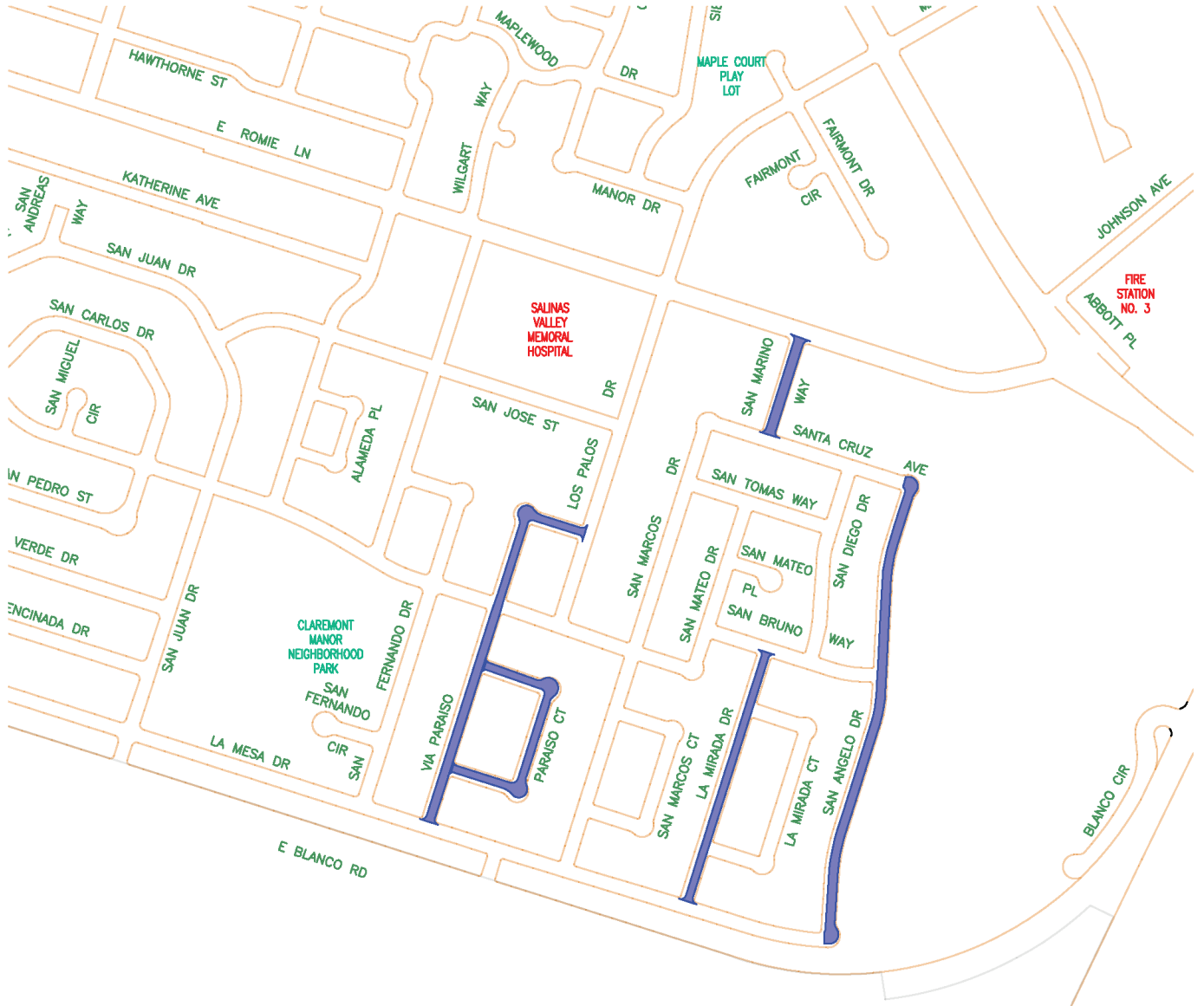


LOCATION MAP
NOT TO SCALE

LOCATION R1



LOCATION R2



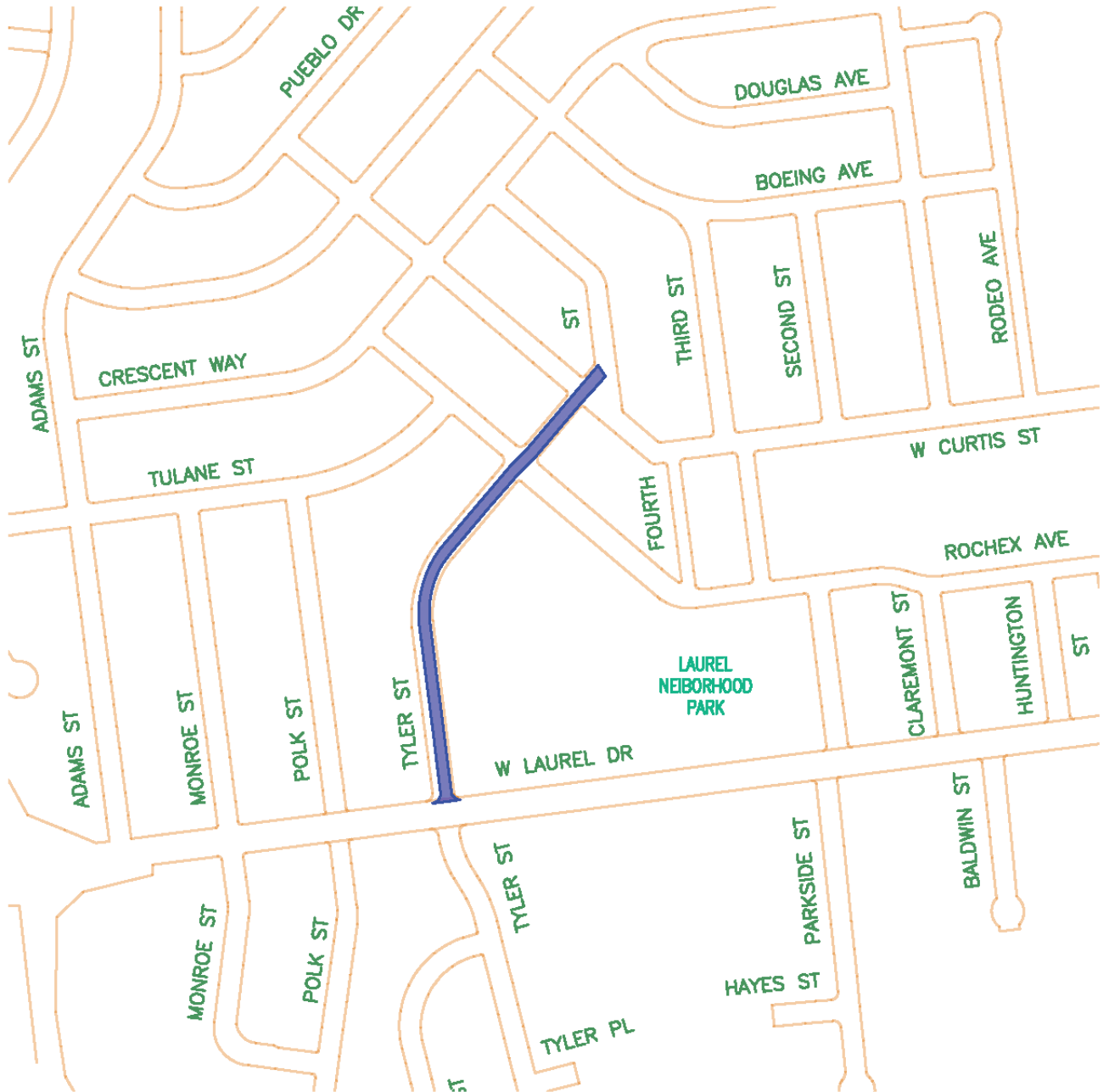
LOCATION R3



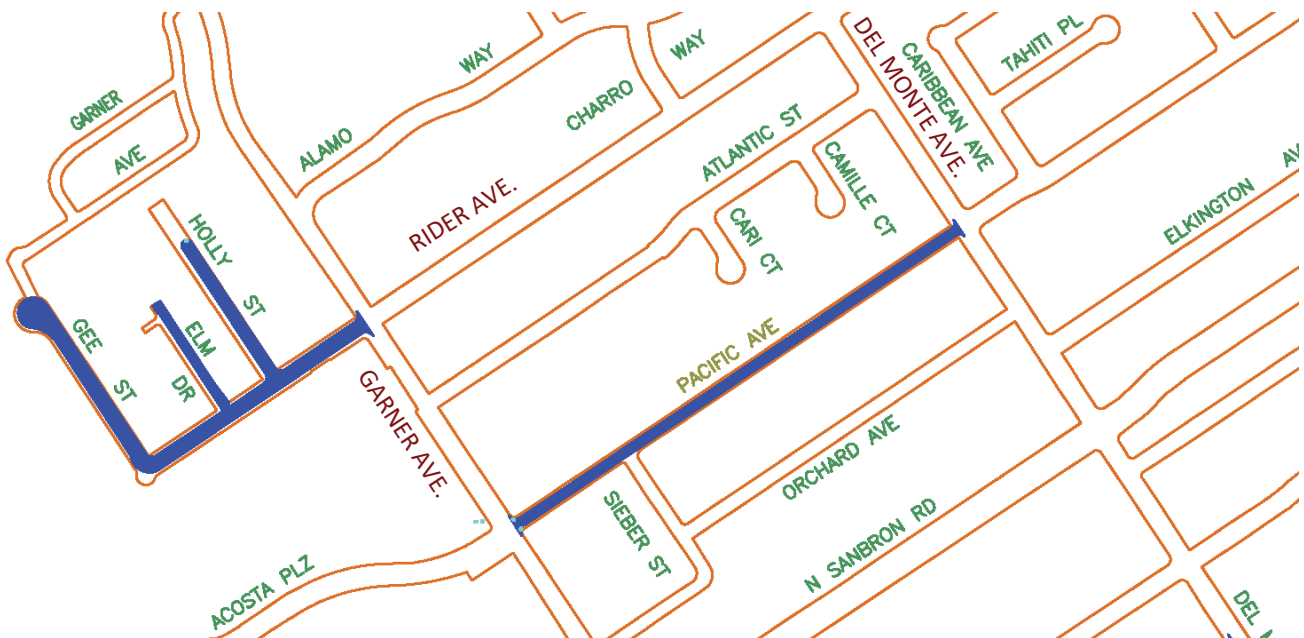
LOCATION R4



LOCATION R4



LOCATION R5



Bid awarded on _____ by Salinas City Council by Resolution No. _____ (NCS) to:
_____ for for the sum of _____ (Base Bid)
All other bids were rejected and bid bonds returned.
Dated this _____ day of _____, 2024

Drawing No. _____ N/A
Project Coordinator: _____ P. Aramkul
Project Manager: _____ TBD

											CONTRACTORS					
											CONTRACTOR #1		CONTRACTOR #2		CONTRACTOR #3	
											Carter Enterprises Group Inc DBA Pavement Rehab Company 2890 E. LA CRESTA AVE Anaheim, California 92806		Global Road Sealing Inc. DBA GRISI 10641 Sycamore Ave. Stanton, California 90680		Talley Oil, Inc 12483 Road 29 Madera, California 93638	
ITEM NO.	ITEM CODE	DESCRIPTION	APPROX. QUANTITY	UNIT	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL					
BASE BID: Major Year 1-5 + Residential Year 1-5																
1		Construction Coordination / Mobilization; Complete-In-Place	1	LS	\$ 70,000	56,000.00	\$ 56,000.00	50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00					
2		Furnish and Install Traffic Control and All Temporary Construction Area Signs and Hardware (Including Removal at End of Project); Complete-In-Place	1	LS	\$ 58,000	91,000.00	\$ 91,000.00	80,000.00	\$ 80,000.00	\$ 32,500.00	\$ 32,500.00					
3		Crack Treatment; Complete-In-Place	1	LS	\$ 550,000	\$ 358,888.00	\$ 358,888.00	\$ 389,000.00	\$ 389,000.00	\$ 485,000.00	\$ 485,000.00					
Total BASE BID: Major Year 1-5 + Residential Year 1-5 (Items 1-3)						\$	505,888	\$	519,000	\$	527,500					
TOTAL BASE BID: Major Year 1-5 + Residential Year 1-5 (Items 1-3) (FOR COMPARISON ONLY)					\$ 678,000	\$	505,888	\$	519,000	\$	527,500					
ITEMS TO BE SUBMITTED WITH PROPOSAL ON BID OPENING DATE																
1		Proposal				X		X		Incomplete						
2		Addendum No. 1				X		X		X						
3		Bid Bond				X		X		X						
4		Bidder's Statement of Financial Responsibility Technical Ability and Experience				X		X		X						
5		Insurance Certification				X		X		X						
6		Bidder's Statement Of Subcontractors Part I				X		X		X						
7		Equal Employment Opportunity Certification				X		X		EEOC ?						
8		Public Contract Code Section 10285.1 Statement				X		X		PCC 10285.1 ?						
9		Public Contract Code Section 10162 Questionnaire				X		X		PCC 10162 ?						
10		Public Contract Code Section 10232 Statement				X		X		PCC 10232 ?						
11		Contractor's Certification of Non-Segregated Facilities				X		X		X						
12		Non-Collusion Affidavit				X		X		X						
13		Debarment and Suspension Certification				X		X		X						
14		Non-Lobbying Certification for Federal-Aid Contracts				X		X		X						
15		Disclosure of Lobbying Activities				X		N/A		X						
ITEMS TO BE SUBMITTED BY LOW BIDDER AND SECOND LOWEST BIDDER ON/OR WITHIN 5 WORKING DAYS AFTER BID OPENING DATE																
16		Bidder's Statement Of Subcontractors Part II				X		X								
17		Contractor Data Universal Numbering System (D-U-N-S) Number				X		X								
18		Non-Collusion Affidavit of Subcontractor				N/A		N/A								
19		Exhibit 15-G Local Agency Bidder DBE Commitment				X		X								

REJECTED



Legislation Text

File #: ID#24-632, **Version:** 1

Amendment No. 1 to Subrecipient Funding Agreement with Community Human Services for SHARE Center Operations

Approve a Resolution authorizing the City Manager to execute Amendment No. 1 to the Subrecipient Funding Agreement (No. 24CIP9001-01) with Community Human Services (CHS) to increase the total not to exceed compensation amount to \$2,702,128 for fiscal year 2024-2025; and approve an appropriation of up to \$1,990,000 from American Rescue Plan Act (ARPA) funds with the balance of funds from CIP 9001 - Permanent Homeless Shelter, in an amount not to exceed \$770,000.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

adm

DATE: NOVEMBER 12, 2024
DEPARTMENT: COMMUNITY DEVELOPMENT
FROM: LISA BRINTON, DIRECTOR
THROUGH: VINCENT MONTGOMERY, PLANNING MANAGER
BY: JACQUELINE SMITH, HOMELESS SERVICES MANAGER
FRANCISCO BRAMBILA, MANAGEMENT ANALYST
TITLE: AMENDMENT NO. 1 TO SUBRECIPIENT FUNDING AGREEMENT WITH COMMUNITY HUMAN SERVICES FOR SHARE CENTER OPERATIONS

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing:

- 1) the City Manager or designee to execute Amendment No. 1 to the Subrecipient Funding Agreement (No. 24CIP9001-01) with Community Human Services (CHS) to increase the total not to exceed compensation amount to \$2,702,128 for fiscal year 2024-2025; and
- 2) the appropriation of up to \$1,990,000 from American Rescue Plan Act (ARPA) funds with the balance of funds from CIP 9001 – Permanent Homeless Shelter, in an amount not to exceed \$770,000.

EXECUTIVE SUMMARY:

Under a 2018 Memorandum of Understanding (MOU) the City of Salinas (City) and County of Monterey (County) agree to equally contribute to SHARE Center operational costs. During the reconciliation of previous years' financial contributions, it was identified that the County had contributed more than fifty percent of SHARE operational costs between May 2021 and June 2024. As a result, the City needs to increase the total not to exceed compensation amount of the Subrecipient Funding Agreement (No. 24CIP9001-01) with Community Human Services (CHS) for SHARE Center operations in fiscal year 2024-2025 to ensure equity in cost-sharing between the partners.

The proposed Amendment No. 1 to the Subrecipient Funding Agreement with Community Human Services (CHS) for SHARE Center operations will increase the compensation amount by \$1,194,421 for a total amount not to exceed compensation amount of \$2,702,128 for fiscal year 2024-2025, reflecting reconciled expenses and honoring the City's commitment to equal cost-sharing with the County. All other terms of the original agreement, including the established

performance metrics, remain unchanged. Amendment No. 1 will be funded by available appropriations from the CIP 9001 – Permanent Homeless Shelter and American Rescue Plan Act (ARPA).

BACKGROUND:

On September 26, 2017, the City of Salinas (City) and County of Monterey (County) executed a Memorandum of Understanding (MOU) authorizing the opening of a Warming Shelter and committed to collaborate on the future construction and operation of a new year-round shelter, which became the SHARE Center. The MOU was updated on September 25, 2018, to outline the City and County responsibilities for the construction of the shelter and the selection of a future operator.

The City issued a Request for Proposal (RFP) on October 28, 2020, seeking a qualified service provider to operate the SHARE Center. Bay Area Community Services (BACS) was selected and began operations on May 31, 2019. The City’s agreement with BACS ended on June 30, 2024, and the County extended their agreement until August 31, 2024. A new RFP was issued by the City and County on April 19, 2024, and through a rating and ranking process Community Human Services (CHS) was selected as the new operator for the period from August 1, 2024, to June 30, 2027.

CHS proposed a budget of \$3,007,415 to operate the SHARE Center for FY 2024-2025. Following the 2018 MOU, the City and County agreed to equally split these operational expenses, with the City’s share amounting to \$1,503,707. However, during the reconciliation of previous years’ financial contributions, it was identified that the County had contributed more than fifty percent of operational costs between May 2021 and June 2024. As a result, the City will need to increase its contribution in FY 2024-2025 to balance its portion of funding commitment to SHARE Center operations and ensure equity in cost-sharing between the partners moving forward.

The City first entered a Subrecipient Funding Agreement (Agreement) with CHS on August 1, 2024, for an amount of \$1,503,707. The proposed Amendment No. 1 will adjust the compensation amount by \$1,194,421, increasing the total amount not to exceed compensation amount to \$2,702,128. All other terms of the original agreement, including the established performance metrics, remain unchanged. Funding sources for the proposed Amendment will be up to \$1,990,000 from American Rescue Plan Act (ARPA) funds with the balance of funds from CIP 9001 – Permanent Homeless Shelter, in an amount not to exceed \$770,000.

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:

Yes.

STRATEGIC PLAN INITIATIVE:

The proposed Amendment No. 1 will advance the City of Salinas Strategic Plan 2022-2025 Goals and Housing/Affordable Housing through continued provision of immediate housing opportunities supported by robust housing navigation leading to permanent housing placements.

DEPARTMENTAL COORDINATION:

This agenda item was prepared by and is administered by the Community Development Department Housing & Community Development Division with contributions from both the City Attorney and Finance Department.

FISCAL AND SUSTAINABILITY IMPACT:

There will be no impact to the General Fund. Amendment No. 1 with Community Human Services for Share Center Operations will be funded by available appropriations from the CIP 9001 – Permanent Homeless Shelter and American Rescue Plan Act (ARPA) funds.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)*
5800	30.9001-63.5900	Outside Services Other Professional Services	Approximately \$770,000	Up to \$770,000	Page 20 of CIP Budget	6/11/24; 22980
3911	30.3220-69.1270	Financial Assistance Comm Human Services Project	Approximately \$1,990,000	Up to \$1,990,000	N/A	11/16/21; 22250

ATTACHMENTS:

- A. Resolution
- B. Draft Amendment No. 1
- C. Original Subrecipient Agreement
- D. City and County MOU

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1
TO THE SUBRECIPIENT FUNDING AGREEMENT (No. 24CIP9001-01) WITH
COMMUNITY HUMAN SERVICES**

WHEREAS, on September 26, 2017, the City of Salinas (City) and County of Monterey (County) executed a Memorandum of Understanding (MOU) authorizing the opening of a Warming Shelter and committed to collaborate on the future construction and operation of a new year-round shelter, which became the SHARE Center; and

WHEREAS, the MOU was updated on September 25, 2018, to outline City and County responsibilities for the construction of the shelter and the selection of a future operator; and

WHEREAS, under this MOU, the City and County have agreed to share the operational costs of the SHARE Center equally; and

WHEREAS, the City first entered into a Subrecipient Funding Agreement (Agreement) with Community Human Services (CHS) on August 1, 2024, for an amount of \$1,503,707; and

WHEREAS, through a reconciliation of operational expenses between the City and County, it was identified that the County had contributed more than fifty percent of SHARE Center operational costs between May 2021 and June 2024; and

WHEREAS, the proposed Amendment No. 1 to the original CHS Agreement will increase the compensation amount by \$1,194,421 to a total amount not to exceed \$2,702,128, to reflect these reconciled expenses and ensure equitable cost-sharing with the County by the end of FY 2024-2025; and

WHEREAS, the funding sources for Amendment No. 1 will be up to \$1,990,000 from American Rescue Plan Act (ARPA) funds with the balance of funds from CIP 9001 – Permanent Homeless Shelter, in an amount not to exceed \$770,000; and

WHEREAS, 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).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salinas that it hereby authorizes the City Manager or designee, for and on behalf of the City of Salinas, to execute Amendment No. 1 to Subrecipient Funding Agreement (No. 24CIP9001-01) with Community Human Services to increase the compensation amount by \$1,194,421 to a total amount not to exceed \$2,702,128; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Salinas that it hereby authorizes the appropriation of up to \$770,000 from CIP 9001 – Permanent Homeless Shelter and \$1,900,000 from American Rescue Plan Act (ARPA) funds as the funding source for Amendment No. 1.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AMENDMENT NO. 1
SUBRECIPIENT FUNDING AGREEMENT
CITY OF SALINAS AND COMMUNITY HUMAN SERVICES
FOR
FY 2024-2024 SHARE CENTER OPERATIONS**

Agreement No.: 24CIP9001-01

This Amendment No. 1 to the Original Subrecipient Funding Agreement is entered into on November 12, 2024, between **Community Human Services**, a California corporation (hereinafter referred to as the "Contractor"), and the **City of Salinas**, a California charter city and municipal corporation (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City and Community Human Services (the "Subrecipient") first entered into an Agreement for the SHARE Center operations (the "Agreement"), effective August 1, 2024, pursuant to which Community Human Services agreed to provide certain services for compensation during fiscal year 2024-2025; and

WHEREAS, the City and Community Human Services desire to amend the Agreement to increase the compensation amount by \$1,194,421 for a total not to exceed compensation amount of \$2,702,128 for FY 2024-2025.

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

1. Section 4 entitled "Funding" is revised to read as follows:

The operation of the SHARE Center for FY 2024-2025 is estimated to cost approximately \$2,702,128. This cost will be covered by \$712,416.30 from CIP 9001 – Permanent Homeless Shelter and \$1,989,711.70 from American Rescue Plan Act (ARPA) funds. The total compensation to be paid to the Subrecipient under this Agreement shall not exceed Two Million Seven Hundred and Two Thousand One Hundred and Twenty-Eight Dollars (\$2,702,128.00).

2. All terms, covenants and conditions stated in the Original Subrecipient Funding Agreement, which are not herein amended, remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this Amendment No. 1 effective as of the date shown above.

City of Salinas

Grantee:

By: _____
René Mendez, City Manager

By: _____
Robin McCrae, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Christopher A. Callihan, City Attorney

**SUBRECIPIENT FUNDING AGREEMENT
BETWEEN
THE CITY OF SALINAS AND
COMMUNITY HUMAN SERVICES**



This is an official document.
Do not make any changes to this document EXCEPT to modify your signature block on the last page as needed.

**SUBRECIPIENT FUNDING AGREEMENT
BETWEEN
THE CITY OF SALINAS AND
COMMUNITY HUMAN SERVICES**

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**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF SALINAS AND
COMMUNITY HUMAN SERVICES**

THIS AGREEMENT is executed on this 1ST day of August 2024. (“Agreement”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Community Human Services, a California nonprofit Joint Powers Agency (hereinafter “Subrecipient”).

RECITALS

WHEREAS, on June 25, 2024, the City Manager submitted the CIP operating budget for fiscal year 2024-25 to City Council which allocated \$1,503,707; in CIP 9001 – Permanent Homeless Shelter for the operations of the SHARE; and

WHEREAS the Salinas City Council approved the funding through Resolution No. 23038; and;

WHEREAS Community Development Department (CDD) funded programs for homeless related activities are subject to terms and conditions of ESG requirements, and the Funding Agreement through mutual agreement by both parties; and

WHEREAS the Subrecipient shall follow the regulations set forth by the U.S. Department of Housing and Urban Development (HUD), Emergency Solutions Grants program.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties hereto agree as follows:

PART I - AGREEMENT

Section 1. Definitions (as used in this Agreement)

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, or the Emergency Solutions Grant Regulations, shall have the same meaning when used herein.

- a. "City" means the City of Salinas
- b. “Subrecipient” shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified by HUD Emergency Solutions Grant regulations that is authorized to carry out certain special activities.
- c. “CDD” means Community Development Department, a department within the City of Salinas that develops housing policy and administers housing finance, economic development, and community development programs.
- d. "ESG" means the Emergency Solutions Grant program.
- e. “Project” means an awarded program.

Section 2. Term

This Agreement shall commence on August 1, 2024, and expires on June 30, 2025, unless suspended or terminated sooner pursuant to the terms of this Agreement. This Agreement may be extended beyond the term set forth in this section upon a performance evaluation of the Subrecipient.

Section 3. Scope of Service

This Agreement, including the attached budget (Attachment B), Scope of Services (Attachment C), and Scope of Work (Attachment D) herein made part of this agreement, is to be performed in accordance with HUD ESG regulations and this Agreement.

Section 4. Funding

- a. **Maximum Compensation:** The operation of the SHARE for FY 2024-2025 is estimated to cost approximately \$1,503,707. This cost will be covered by the CIP 9001 – Permanent Homeless Shelter fund. The total compensation to be paid to the Subrecipient under this Agreement for services rendered shall not exceed One million, five hundred three thousand, seven hundred seven dollars (\$ 1,503,707).
- b. **Method of Payment:** City will provide payment for program costs covered by this Agreement monthly upon successful electronic submission of a “Expense Report” through the City’s online data management system (www.citydataservices.net), by Subrecipient indicating the amount of payment requested and a breakdown of expenditures consistent with Subrecipient's budget included in Attachment B.

All costs shall be supported by properly executed redacted invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges while in compliance with the Personally Identifying Information (PII) Policy. Subrecipients are responsible to redact all backup documentation pertaining to client information and replacing it with client’s HMIS number for all clients receiving direct assistance per the component requesting reimbursement. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible upon request by City or designated agents thereof.

To streamline reporting and minimize administrative workload, the City and Subrecipient have the option to collectively decide, to initially review up to three monthly reports. This review will entail a comparison of the Subrecipient's supporting documentation with the requested reimbursement. Once alignment is confirmed and all aspects are coherent, the Subrecipient can subsequently furnish a report generated from their accounting system which is approved by the City to fulfill the reporting requirements. This approach aims to balance accountability while optimizing efficiency in the reporting process. Upon mutual agreement from both parties, a memo will be used to memorialize the reporting requirements in this section. The City has the right to request complete supporting documents at any point during the term of this agreement, when a report doesn’t align with Subrecipient report from their accounting system.

c. **Financial Management and Accounting Standards**

Subrecipient shall request funds only for authorized budget item(s) and the request shall be approved by City's Planning Manager (Housing Division) or his or her designee prior to payment. **Payment requests are due on the 10th day of each month.** Should the 10th fall on a weekend or holiday, the Subrecipient is responsible to provide their report prior to the weekend or holiday. *Agencies that miss City submittal deadlines more than two times in one fiscal year shall be disqualified from submitting a funding proposal for the following year per the Public Services Funding Parameters adopted by Salinas City Council on May 21, 2013.* Payments shall be reimbursed based upon the prior month's expenditures and appropriate documentation must be submitted electronically. "Expense Report" submitted incorrectly, without being redacted, or without the completed "Activity Report" due on the 10th day of each month, shall be returned to Subrecipient by City. Funding shall only be provided for expenses incurred or services provided during the period commencing August 1, 2024, and ending June 30, 2025. **Payment requests received by City after July 15, 2025, need not be considered for payment.**

If any portion of the approved funding is neither expended nor encumbered by June 30, 2025, the allocation shall be correspondingly reduced, and the funds made available for other eligible activities and any amendment thereto. To ensure compliance with the federal and state regulations concerning timely expenditure of the City's FY 2024-25, the Subrecipient project mentioned above shall be completed within the timeframes specified in the Scope of Services (Attachment C) and Scope of Work (Attachment D).

The Subrecipient may request an extension for the completion of the proposed scope of work, however, it may not be granted. The Extension Request may only be approved on a case-by-case basis, only upon written request, and after the City grants approval. Subrecipient shall email extension request to City's grant administration for consideration and if approved, request shall be uploaded on the City Data Services (CDS) website at www.citydataservices.net. Upon review of the Request for Extension, the determination in CDS will be made within 15 City of Salinas business working days.

d. **Annual Program Narrative Report**

1. Subrecipient shall develop and provide a comprehensive annual report of program outcomes, services delivered, challenges, and achievements, and may be requested to present the report at a City organized, public meeting. The report shall include *at minimum*, the following indicators:
 - i. Summary of all clients exit reason and destination.
 - ii. Number and percentage of unsheltered individuals who have been placed at the SHARE Center and subsequently entered permanent housing (including placement type and County of exit, where possible), disaggregated by race and ethnicity.
 - iii. Number and percentage of individuals connected to or maintaining enrollment in mainstream benefits, by type of benefit.
 - iv. Referral origin for persons placed into the SHARE Center.
 - v. Number and percentage of individuals who received flexible funding assistance, and the amount spent.

- vi. Summary of guest satisfaction responses, comments, and feedback.
 - vii. Photos, graphics, and tables which highlight and summarize the information and data contained within the report.
2. Subrecipient staff shall work with City staff to provide interim updates and any additional data for grant reporting requirements.
 3. Reports shall be submitted via e-mail to the City Contract Monitor by July 15, 2025.

e. **End of Year Reporting**

At the end of the Fiscal Year timeframe, Subrecipients must submit an Annual HMIS CAPER Reporting for the program funded through this Agreement. This information must be submitted to the City as a pdf file in a timely manner through CDS. End of Year Reports submitted after July 15, 2025, will be considered late and in violation of this section.

- f. **Budget Modifications:** Upon electronic submission of a “Budget Modification Request” by Subrecipient, City's Planning Manager (Housing Division) may authorize a budget revision. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph b. Such budget modifications shall be completed on the City Data Services (CDS) website at www.citydataservices.net. Because the City has required spending thresholds, any budget modification must be approved by the City to ensure the City meets the State’s funding requirements.
- g. **Unexpended Funds:** When a portion of the approved budget amount is not expended or encumbered, as per the approved budget (Attachment B) within the Proposal, the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by City's Planning Manager (Housing Division). Subrecipients spending rapid rehousing dollars are required to spend all their rapid rehousing funds. **Should an agency be at risk of not completing the rapid rehousing obligation of expenditure, the City reserves the right to reassess the grant and possibly de-obligate funding to another agency to meet the spending requirements for rapid rehousing.**
- h. **Improperly Expended Funds:** If City has reason to believe that any funds disbursed to Subrecipient under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Subrecipient, in writing, of the facts or conduct which warrant(s) such belief and shall provide Subrecipient reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If Subrecipient fails to demonstrate such compliance to the satisfaction of City within the time specified, upon request by City, Subrecipient shall immediately refund to City the amount determined to be improperly expended. Monies refunded must come from non-ESG resources.

The provisions of this paragraph shall be in effect during the terms of this Agreement and for three years thereafter, or until such time as the City shall have certified after audit, that all funds disbursed to Subrecipient under this Agreement were expended in accordance with the terms and conditions hereof. The Subrecipient would be required to re-pay any improperly spent funds to the City of Salinas.

Section 4A. City Program Requirements

Subrecipient shall comply with the following requirements set forth under this Agreement per funded activity, federal and state ESG regulations, and the City of Salinas Housing and Community Service Emergency Solutions Grant Operations Manual.

- a. Homeless individuals and families must be given assistance in obtaining: (i) appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living; and (ii) other Federal, State, local and private assistance available for such individuals.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual served pursuant to this Agreement and/or provided family violence prevention or treatment services and further to ensure that the address or location of any family violence shelter will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
- c. Subrecipient shall involve, to the maximum extent practicable, homeless individuals and families in policy-making and general operations such as renovation, operation and maintenance of facilities and the delivery of services.
- d. Subrecipient agrees to participate in the local Continuum of Care's Homeless Management Information System (HMIS) including requirements to collect the Universal Data Elements and report an array of data pertaining to homelessness, including unduplicated counts, the use of services, and the effectiveness of the local homeless assistance system and the Coordinated Assessment and Referral System (CARS) to enter and collect data elements in adherence of Monterey and San Benito Counties Continuum of Care Collaborative (CA-506) policies and funding requirements. Communities and homeless assistance providers use the data stored in HMIS to improve homeless assistance programs and better serve homeless persons meeting federal requirements of the Emergency Solutions Grant under the McKinney-Vento Homeless Assistance Act. In addition, sub recipients will agree to use HMIS as a case management tool to upload a Housing Stability Plan, Related Case Management Documentation, and services provided with Service Transactions as required by the City.
- e. Staff and operate the SHARE Center, a 24-hour shelter and housing navigation center located at 845 E. Laurel Drive, Salinas, CA, in compliance with Monterey County Occupancy Terms. Operations must adhere to a Housing First, safety-first approach, maintaining utmost cleanliness and appropriate sanitation practices, including custodial services.
- f. Ensure Center services are Americans with Disabilities Act (ADA) compliant.
- g. Ensure Center is operated as a pet friendly facility in accordance with Monterey County recommended Participant Animal Guidelines.
- h. Provide security on site, 24 hours, seven (7) days a week including weekends and holidays and develop a protocol to ensure the safety of staff and guests and minimize the impact of the Center on the neighboring community.
- i. Be responsible for implementing and enforcing a mandatory 24 hour, seven (7) days a week no-loitering policy on Center property and minimizing potential impacts to the surrounding neighborhood and community at-large through community engagement methods.

- j. Disallow disruptive guests in the Center who adversely impact the peace and quiet for others.
- k. Disallow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
- l. Provide and enforce clear and concise guest use guidelines and behavioral expectations to each guest prior to entry.
- m. Subrecipient shall notify the City immediately of any incidents that must be reported to HUD and/or that may require a response to the public or elected officials.
- n. Subrecipient shall immediately notify the City of any changes to managerial or supervisory staffing and/or agreement information. Additionally, the Subrecipient is required to provide informal weekly updates, including capacity counts and general feedback, to ensure effective communication regarding operations and services. The City must also be notified immediately if the Center reaches full capacity.
- o. Serve up to approximately 100 individuals and/or family members in the Center on any given night.
- p. Coordinate the provision of 3x daily meals for residents. Food may be prepared on-site and obtained through donations from faith-based organizations or other organizations. All dishes and flatware should be cleaned each night or otherwise (if appropriate) be properly disposed of.
- q. Organize the sleeping arrangement into four groups: men, women, male led families with children, and female led families with children.
- r. Subrecipient shall comply with all Salinas Fire Department regulations.
- s. Clean the interior floors each day as needed and inspect the perimeter of the Center and ensure that all trash is collected.
- t. Employ a manager with at least two (2) years of shelter management experience.
- u. Employ Housing Navigators to support the move to permanent housing for residents.
- v. Ensure shower service includes daily cleaning and regularly scheduled deep-cleaning services as well as provision of basic hygiene supplies such as soap, toilet paper, and access to clean towels.
- w. Subrecipient shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
- x. Subrecipient shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however Subrecipient shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.
- y. Subrecipient shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a congregate shelter facility, are adhered to.
- z. Subrecipient shall provide information and referral assistance with completion of application forms for mainstream benefits. Subrecipient may apply for a CBO account with the Department of Social Services to facilitate direct enrollment of clients.

Section 4B. Other Program Requirements

Subrecipient shall carry out each activity in compliance with all applicable federal laws and regulations as described below:

Monitoring Grant Activities:

- a. City shall monitor the activities selected to ensure compliance with all requirements, including adherence to Monterey County's Occupancy Terms, and Participant Animal Guidelines. Onsite monitoring of Homeless Services shall occur annually after the grant period to enforce these standards.
- b. The City will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
- c. If it is determined that the Subrecipient or any of its designees falsified any certifications, application information, financial, or agreement report, the Subrecipient shall be required to immediately reimburse the full amount of the award to the City and may be prohibited from any further participation.
- d. As requested by the City, Subrecipients shall submit all documentation necessary to ensure that Subrecipient are in continued compliance with all Program Requirements and to determine if objectives listed in proposal are being meet.
- e. Substandard performance as determined by City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a specified period after being notified by City, agreement suspension or termination procedures will be initiated.

Evaluation: The City reserves the right to survey Subrecipient's clients. If the City elects to survey Subrecipient's clients, the City will deliver questionnaires to the Subrecipient and the Subrecipient will distribute those questionnaires to Subrecipient's clients. Subrecipient's clients may then remit completed questionnaires directly to the City. The method of return to the City would be clarified during the evaluation process. To maintain Subrecipient's protection of client confidentiality, City agrees that client surveys will not contain questions requiring the survey-taker to reveal any personally identifying client data. Following receipt of clients' completed questionnaires, the City shall forward a summary of the results to the Subrecipient.

Disclosure of Confidential Client Information: City and Subrecipient will protect the confidentiality of all records pertaining to any individual served under this Agreement and will protect the disclosure of such documents, except as otherwise required under state or federal law or unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Subrecipient expressly acknowledges that City is subject to the California Public Records Act and may, therefore, be obligated to disclose records pertaining to Subrecipient and its activities and services provided pursuant to this Agreement.

Depending on the nature or timing of the request, or future court decisions, records received by City pursuant to this agreement may not remain private and may be publicly disclosed. Given the nature of the applicable law under the California Public Records Act, City cannot

guarantee or warrant that it will be able to keep submitted records confidential. Subrecipient therefore agrees to defend and indemnify City against any suit brought under the California Public Records act to obtain the records; otherwise, City shall not be obligated to defend such suit and may release the records.

Subrecipients shall comply with the Personally Identifying Information (PII) Policy. and are responsible for redacting all documentation pertaining to client information and replacing it with client's HMIS number for all clients receiving direct assistance.

Policies and Procedures: Subrecipients are required to produce specific policies and procedures, consistent with the City of Salinas ESG Written Standards. Program policies and procedures must include coordinated entry and the use of HMIS; Coverage Area; Participant Eligibility; Suite of Services Offered; Staffing Pattern; Problem Solving to include diversions and/or rapid exit; Participants Termination and grievance process. All Policies and Procedures must comply with all applicable federal laws, statues, and regulations; provide assistance that is tailored to each participants specific needs and housing barriers; implement best practices for returning people experiencing sheltered homelessness safe, stable Permanent housing via person centered practices that are tailored to each household.

VAWA Requirement: Violence Against Women Act (VAWA), reauthorized in 2013, expanded protections for victims of domestic violence, sexual assault, dating violence, and stalking in City and all funded programs. VAWA protections apply to all survivors regardless of age, sex, gender identity, race, national origin, familial status, disability, and sexual orientation, and extend to individuals affiliated with victim, including spouses, parents, siblings, children, and anyone residing in the household. VAWA protects City and all program participants against denial of assistance and termination of assistance or eviction based on survivor status and factors directly related to domestic violence, including job history, credit history, criminal history, or rental history. VAWA protections must be documented in the lease or rental agreement and provided to the participants served.

VAWA Rule Components: A participant cannot be denied assistance, terminated from a program, or evicted based on a status as a victim of domestic violence, sexual assault, dating violence, and stalking. An applicant cannot be denied access to housing or evicted based on factors directly related to the victimization, such as job history, credit history, criminal record, or rental history.

Notice of Occupancy Rights: A VAWA Notice of Occupancy Right and Victim Self-Certification Form (HUD Form-5380) must be given to a tenant by the Subrecipient when:

1. A program participant applies and is admitted to permanent housing or transitional housing.
2. An individual or family applies and is denied permanent housing or transitional housing.
3. A program participant receives notification of eviction.
4. A program participant is notified of termination of assistance.
5. In a tenant-based rental assistance, notice must also be given by the owner when a tenant receives notice of eviction.

Lead-Based Paint

Subrecipient will provide the lead hazard information pamphlet to any resident who will be residing in a unit built before 1978. The tenant must receive the pamphlet before moving into the unit. If Subrecipient can document the tenant received the pamphlet previously, Subrecipient is not required to provide it again.

Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven.

For units older than 1978 which will house one or more children under the age of 6, landlord and tenant must complete a Lead-Based Paint Disclosure form. The form describes any known current or previous lead-based paint hazards, and documents tenant's receipt of records and the lead hazard information pamphlet.

Subrecipients must keep record in each client file when "Protect Your Family from Lead in Your Home" pamphlet is issued.

Section 5. Activity Reporting

Subrecipient shall provide to City's Planning Manager (Housing Division) or his/her designee, a Monthly Activity Report, in a form determined by City, so that City may meet its record keeping and reporting requirements to City Council. These reports shall be **due by the 10th day of each month** and will reflect the prior month's activities. Such Activity Reports shall be completed on the City Data Services (CDS) website at www.citydataservices.net. As required by City, Subrecipient shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by City or designated agents thereof upon request. Subrecipient shall maintain all records that are pertinent to the activities funded under this agreement; including but not limited to:

- a. records demonstrating that funded activities meet one of the City's Objectives from the City of Salinas Strategic Plan.
- b. records must include the local CoC #506 third party documentation of homelessness and/or agency similar documentation approved by the City of Salinas; or have approval from City staff if it is not possible to get third party documentation on some clients.
- c. records required to determine the eligibility of activities.
- d. records stating the Subrecipient's policies on procedures to document homelessness.
- e. records documenting compliance with fair housing and equal opportunity components.
- f. financial records agreeing to adhere to the accounting principles and procedures required therein, to employ adequate internal controls, and to maintain necessary source documentation for all costs incurred.
- g. records demonstrating client eligibility for services provided (including-but not limited to-client name, address, income, or other basis for determining eligibility, and description of

service provided) and reports of milestones and schedules of programs as requested and other records necessary to document compliance.

- h. performance reports will be provided by the Homeless Management Information System (HMIS) on a quarterly basis to City.
- i. Subrecipient shall actively participate in all regularly scheduled program, fiscal, and facility coordination meetings with the City.
- j. The frequency of these meetings may be adjusted through mutual agreement between the collaborating partners.

Each month, and at the conclusion of the fiscal year, Subrecipients must submit required information through the HMIS-CAPER, in pdf format, and forthcoming Annual Program Narrative Report, due July 15, 2025, with the final activity and expense reporting submission.

Subrecipient shall retain all records specified under this Agreement for a period of five years after the expenditures of all funds from the grant under which the last program participant was served.

Section 6: Insurance.

Subrecipient shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.

Section. 7: Indemnification.

Subrecipient shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Subrecipient or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Subrecipient, any Subrecipient, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by, sole negligence or willful misconduct of the City.

Section 8: Licensing.

Subrecipient warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

Section 9: Termination

- A. City shall have the authority to terminate this Agreement, upon ten days written notice to Subrecipient, as follows:
 - 1. If in the City's opinion the conduct of the Subrecipient is such that the interest of the City may be impaired or prejudiced, or
 - 2. (2) For any reason whatsoever.
- B. Upon termination, Subrecipient shall be entitled to payment of such amount as fairly compensates Subrecipient for all work satisfactorily performed up to the date of termination based upon the Subrecipient's rates shown in Attachment B and/or Section 3 of this Agreement, except that: (1) In the event of termination by the City for Subrecipient's

default, City shall deduct from the amount due Subrecipient the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Subrecipient 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 Subrecipient(s) for such purposes. If such additional expenses exceed amounts otherwise due and payable to Subrecipient hereunder, Subrecipient shall pay City the full amount of such expense. (C) In the event that this Agreement is terminated by City for any reason, Subrecipient 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 SHARE Center RFP May 2024 Page 25 provided to Subrecipient or prepared by or for Subrecipient 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 Subrecipient'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 Subrecipient 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.

Section 10. Non-Assignability

The rights and obligations of Subrecipient hereunder are not assignable and cannot be delegated without written consent of City.

Section 11: Entire Agreement.

This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

Section 12: Validity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

Section 13: Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 14: Laws.

Subrecipient agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, City of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

ATTACHMENT A – Insurance Requirements

ATTACHMENT B - Budget

ATTACHMENT C - Scope of Services

ATTACHMENT D –Scope of Work

IN WITNESS WHEREOF, as authorized representatives of the **CITY OF SALINAS** and **COMMUNITY HUMAN SERVICES (CHS)**, a non-profit corporation, have executed this Agreement.

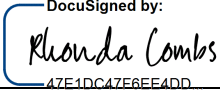
City of Salinas

Subrecipient:

By:  _____
Rene Mendez, City Manager

By:  _____
Robin McCrae, Chief Executive Director

APPROVED AS TO FORM:

By:  _____
Rhonda Combs, Assistant City Attorney

Attachment A -

INSURANCE REQUIREMENTS

Subrecipient 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 Subrecipient, his agents, representatives, employees, or Subrecipients. 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 Subrecipient 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 Subrecipient 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 Subrecipient. 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 Subrecipient 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 Subrecipient’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 **Subrecipient'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 in excess of the Subrecipient'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

Subrecipient hereby grants to City a waiver of any right to subrogation which any insurer of said Subrecipient may acquire against the City by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether 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 Subrecipient, its employees, agents, and Subrecipients.

Self-Insured Retentions

Self-insured retentions must be declared by Subrecipient to and approved by the City. At the option of the City, Subrecipient shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Subrecipient 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 Subrecipient 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

Subrecipient 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 Subrecipient’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.

Subrecipients

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

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

Attachment B

BUDGET

The Subrecipient will perform the above tasks and achieve the above outcomes and goals as submitted in City Data Services for a total amount not to exceed **One million, five hundred three thousand, seven hundred seven dollars (\$1,503,707)**. Services will be billed monthly in accordance with an itemized and approved budget in City Data Services. As this agreement provides only a portion of the funding necessary for SHARE Center operations, services will be provided for a period consistent with the Shelter budget in City Data Services.

Personnel						
<i>List each staff position on a separate row (if there are multiple FTEs at the same salary level, they can all go on one row). Add rows as needed.</i>						
<i>Indicate whether staff are primarily responsible for operations, services, or administration</i>						
<i>Provide separate costs for benefits. If benefits rate is the same for all positions, it can be shown on one row.</i>						
Position	Primary Responsibility	# of FTE's	# of Months	Salary	Budget Amount	Narrative Description
Senior Program Officer	Management	0.25	11	\$114,941	\$26,341	
Program Officer II	Operations	0.75	11	\$100,794	\$69,296	
Program Coordinator	Operations	1	11	\$69,662	\$63,857	
Office Manager	Operations	1	11	\$56,259	\$51,571	
Office Assistant	Operations	1	11	\$49,227	\$45,125	
Case Managers/Housing Navigators	Supportive Services	4	11	\$61,501	\$225,504	
Support Counselor II's	Supportive Services	3	11	\$51,511	\$141,655	
Full-Time Support Counselor I's	Supportive Services	7.831	11	\$46,722	\$335,395	
Food Services Manager	Operations	0.50	11	\$90,245	\$41,362	
Part-Time Food Services Trainees	Operations	2.11	11	\$45,864	\$88,709	
Benefits for Full-Time Staff		25%			\$250,026	
Benefits for Part-Time Staff	Food Service Trainees	5%			\$4,435	
Subtotal Personnel					\$1,343,276	
SHARE Center Operations (non-personnel)						
Maintenance & Repairs			11		\$55,000	Plumbing, pest control, ongoing repairs
Security			11		\$17,600	Security alarm service
Insurance			11		\$21,120	General, Property, Cyber, HR, WC, Umbrella, PS
Utilities			11		\$99,000	Gas, electricity, water, waste
Food and Nutrition Cost			11		\$297,361	Subcontract w/ Victory Mission
Equipment			11		\$4,400	Printer
Furnishing			11		\$9,167	Ongoing furnishing costs
Operational Supplies			11		\$80,667	Program supplies & office supplies (consumables)
Other - Custodial Services			11		\$70,224	5-7 days a week
Other - Groundskeeping			11		\$0	Monthly
Other - IT Managed services			11		\$59,840	Equipment, network & security
Other - Communications			11		\$17,600	Cable, phone & internet
Other - Dues, Licenses & Subscriptions			11		\$6,875	Food, HMIS & software licenses
Other - Conferences & Training			11		\$4,583	
Other - Pet Costs			11		\$9,167	Kennel maint, pet food, supplies, medical
Other - IT Equipment & Computers			11		\$32,256	Desktops, laptops, phones, network
Other - IT Infrastructure Setup			11		\$24,546	
Other - Build Out of 2 New			0		\$0	

Offices					
Other - Security Cameras		11		\$29,004	
Other - Laundry Room Ventilation Improvements		11		\$0	
Other - New Commercial Washers & Dryers		11		\$0	
Other - Landscape/Dog Run Improvements		0		\$0	
Other - Deferred Maintenance (interior paint, flooring, windows, etc.)		0		\$0	
Subtotal Operations (non-personnel)				\$838,410	
Supportive Services (non-personnel) - including contracted services					
Transportation		11		\$36,850	2 leased vans, fuel, maintenance, ins.
Educational Services				\$0	Included in case management
Employment Assistance & Job Training				\$0	Included in case management
Child Care Costs				\$0	Refer out
Legal Services & Meditation				\$0	Refer out
Mental Health Services				\$0	Refer out
Substance Abuse Treatment Services				\$0	Refer out
Emergency Health Services / Emergency Mental Health		11		\$4,583	
Outpatient Health Services				\$0	Refer out
Life Skills Training				\$0	Included in case management
Other - Subcontract w/ Dorothy's Place Case Management/Housing Navigation		11		\$180,895	
Subtotal Services (non-personnel)				\$222,328	
Direct Client Assistance					
Rental Assistance		11		\$165,000	
Move-In Assistance (security deposits, first & last, utility deposits, app. fees, etc.)		11		\$165,000	
Other - Incentives for Program Participation		0		\$0	
Subtotal Direct Client Assistance				\$330,000	
Indirect Costs					
Indirect Cost / Overhead		10%			
Subtotal Indirect Costs				\$273,401	
Grand Total All Costs					
				\$3,007,415	

Attachment C

SCOPE OF SERVICES

The subrecipient shall provide the necessary services and staff, and perform all tasks required or incidental to the work outlined in the CHS Scope of Work Proposal (Attachment D) and as further detailed below.:

A. SERVICE GOALS:

Subrecipient agrees to the following program service measures:

- A.1 Maintain a nightly bed occupancy rate of 90%.
- A.2 Assist 70% of participants to exit from the SHARE Center to permanent housing
- A.3 destinations.
- A.4 Ensure that 95% of participants exit to known destinations (and coordinate with the City of Salinas Street Outreach and Response Team (SORT) regarding any exits back to homelessness)
- A.5 Complete HMIS project data submissions within 72 hours of participant entries and exits for 100% of participants served.
- A.6 Maintain 100% of HMIS data completion rate for HMIS Universal Data Elements.

Attachment D

SCOPE OF WORK

A. Proposed Approach to Scope Of Work

CHS will ensure a seamless transition to operating the SHARE Center as a **24/7** Housing First shelter, providing wraparound services to families, couples, single men, and single women. Each day, approximately 90 individuals will gain stability with safe sleeping arrangements, improved hygiene and health facilities, and nutritious meals. This stability, combined with wraparound services, case management and housing navigation assistance, is designed to help them exit homelessness as soon as possible.

CHS' **round-the-clock operation** will be staffed by a dedicated team including .25 FTE Senior Program Officer, Homeless Services, .75 FTE Program Officer II, 1 FTE Program Coordinator, 1 FTE Office Manager, 1 FTE Office Assistant, 6 FTE Case Manager/Housing Navigators, 3 FTE Support Counselor IIs, 8.125 FTE Support Counselor Is, .5 FTE Food Services Manager, and 2.11 FTE Food Service Trainees hired from among the guests of the Share Center. This staffing configuration will ensure a personalized and optimal staff-to-participant ratio, offering support, safety, and security day and night, 7 days per week, 365 days per year.

The Case Manager/Housing Navigators will connect guests to wraparound services, such as housing, substance abuse and mental health treatment, employment, and life skills to enhance their capacity to maintain housing once placed. CHS/DP will offer case management and housing searches within the first week, recognizing the significant challenge of securing affordable housing in Monterey County, working with each guest to develop individualized housing case plans with clear accountability for action items. While all services, including case management and housing navigation, will be voluntary in line with Housing First principles, shelter guests will be strongly encouraged and offered incentives such as gift cards to participate.

After permanent housing is secured, we will provide move-in assistance, as well as ongoing support to ensure housing stability through follow-up visits and mediation of landlord/tenant concerns. We are experienced in managing pools of funds for Rapid Rehousing as well as managing medium-term rent subsidies through several Emergency Solutions Grants (ESG) with the City of Salinas.

CHS' SHARE Center operations plan includes a collaboration and subcontract with **Dorothy's Place**, recognized for their expertise in addressing the unique challenges encountered by chronically unhoused single men and couples. Dorothy's Place will oversee three Case Manager/Housing Navigators, focusing on this subpopulation within the Share Center. CHS, with

a distinguished track record in serving single women and families, will manage the remaining three Case Manager/Housing Navigators, who will specialize in assisting those populations within the Share Center.

We will subcontract with **Dorothy's Place** to provide comprehensive case management and housing navigation to single men and couples. This will include health supports in coordination with CalAIM's enhanced care management program. Dorothy's will also offer limited medical services in the SHARE Center clinic room through volunteer physicians from the Natividad Medical Center Family Medicine Residency program and from CSUMB's Department of Nursing's RN to BSN program, which will provide registered nurses performing field work to meet their Bachelor of Science in Nursing requirements. This can include everything from first aid and wound care to medical/behavioral health records reviews, recommendations, and streamlined referrals to full-service clinics.

Support Counselors will not only prioritize the well-being of the SHARE Center community and oversee facility operations but also collaborate closely with Case Managers/Housing Navigators. They will provide ongoing support to guests, helping them progress in tasks such as resume enhancements, completing benefits applications, housing searches, and more. They will also provide transportation services for guests 7 days a week to and from the SHARE Center to various community services, utilizing three leased vans.

We will subcontract with **Victory Mission** for three meals per day year-round with a focus on nutritious, whole, unprocessed foods. Their fee includes food and labor. We will supply any disposable paper/plastic products used but intend to utilize the dishwasher to reduce waste. We will also seek to partner with local businesses and community groups for regular donations of food and meals to mitigate food costs.

Internal hiring and training policies will guarantee the recruitment of qualified staff, and comprehensive training plans will be implemented for employees upon hire. CHS is committed to achieving successful employee retention rates, to maintain program stability and structure, which results in better client care. We employ thorough processes to ensure the best possible fit for each position, which includes having two management staff members facilitate interviews, providing structured interview questions, conducting rating assessments, and conducting background checks.

Collaboration with external agencies is essential in this field of work. We collaborate with government and non-governmental agencies, such as the Monterey County Office of Education (MCOE) and school district McKinney-Vento Homeless Liaisons, to ensure that all children in the shelter attend school and work closely with local law enforcement agencies to be readily accessible for any encounters where we can connect individuals to services that would better assist them. We will continue the existing partnership with Monterey County Office of Education to provide an afterschool program, summer program and field trips for school-age children at the SHARE Center, funding permitting. American Rescue Plan funding for these programs of approximately \$50,000/year expires September 30, 2024; continued funding is being sought but has not yet been

secured. If not funded, MCOE will leave the resources (games, books, puzzles, etc.) with the shelter and shelter staff will provide limited afterschool/summer support for the children, and CHS will seek to collaborate with other agency(ies) to ensure that our youth clients' academic success and stability.

Upon intake, guests will receive freshly laundered **bedding and bath linens and personal toiletries**, as well as a detailed participant handbook outlining all program policies designed to maintain order and safety for both participants and the surrounding community. This handbook will serve as a comprehensive guide, providing information on available services, recommended paths to stability, behavioral expectations, safety protocols, pet policies and prohibitions against disruptive behavior, violence/threats of violence, smoking, drinking and illegal drug use on the premises. It will include good neighbor policies addressing loitering, litter, noise and for members of the shelter community and their guests/friends to ensure respect for fellow guests, staff, and community members.

The SHARE Center will be equipped with comprehensive **security measures**, including door sensors, window sensors, glass break detectors, and motion sensors, to ensure safety. We will ensure compliance with all Salinas Fire Department regulations and other applicable health and safety regulations, as well as ADA compliance. The SHARE Center will adhere to CHS **sanitation protocols** and undergo regular sanitization provided by a contracted custodial service company and adhere to CDC guidelines to mitigate the spread of infectious diseases. Hygiene facilities will be cleaned daily and toiletries will be provided to guests.

CHS is committed to providing comprehensive support for participants transitioning from the SHARE Center, and to collaborating closely with the **City of Salinas Outreach and Response Team (SORT)** to ensure effective follow-up, especially for those at risk of returning to homelessness. We have excellent relationships with the SORT team through our Salinas Valley Street Outreach Team and will collaborate closely with them at the SHARE Center.

All CHS homeless programs actively use the **Coordinated Assessment and Referral System (CARS)** and **Homeless Management Information System (HMIS)** for data collection and reporting, tracking unduplicated counts, and service effectiveness assessments, in line with local Continuum of Care (CoC) requirements. We will use them at the SHARE Center.

Our current programs adhere to **evidence-based practices like Housing First, trauma-informed care**, and client-centered approaches, and ensuring culturally considerate services. This framework will be used at the SHARE Center as well.

Our program will offer diverse indoor and outdoor daytime activities such as support groups, artmaking, gardening, library activities, and others. The facility will also include access to computers for continued education, resume building, and job searching, as well as access to service providers, life skills workshops, and recreational and educational support for children and youth.

We will implement a **storage policy** to regulate the quantity and types of possessions guests can bring due to limited onsite storage availability. Our program will follow CHS policies for the security and management of participants' personal items onsite. During our structured intake process, guests' possessions will undergo thorough inspection and will be placed in an XL Bed Bug Box to eliminate insects and pests before settling into the facility. Guests requiring refrigerated storage and locked safes for medication needs will be accommodated.

As a **pet-friendly facility**, we will welcome both pets and service animals with established rules for their presence, including registration and signing a pet notice of responsibility. We will have protocols in place to ensure pets have appropriate medical preventative treatments, such as flea ointments, upon intake. We will have written protocols in place calling for pets to be licensed with the City of Salinas and have up-to-date vaccination records on intake, receive heart worm, parvo and other appropriate medications, and are well-cared for by clients throughout their stay, with assistance as needed from staff. We will collaborate with the SPCA and the City Animal Shelter, local veterinarians and local merchants for pet crates and supplies, healthcare, including spay/neuter procedures.

The SHARE Center will actively engage with the Coalition of Homeless Services Providers and will report regularly to the City and County on various aspects including bed availability, occupancy, participant surveys, and waitlist demographics. We are also committed to collaborating with the City and County on potential additions of modular, non-congregated shelter units at the SHARE Center site.

All of our homeless services incorporate a Housing First approach, Trauma Informed Care, and evidence-based practices, and we are committed to principles of Diversity, Equity and Inclusion. All of these best practices are HUD-established expectations that lead to successful housing outcomes and improve the CoC system's performance.

Our **Housing First** approach prioritizes permanent housing to effectively reduce the recurrence of homelessness. The underpinning of Housing First is the belief that people need basics like food and housing before they can address longer-term critical needs like income, employment, mental health and substance abuse treatment. Our aim is to house people as quickly as possible and continue to provide support to keep them housed. There are no "readiness requirements" that our clients need to meet for entry to our homeless services programs, only basic eligibility requirements, such as meeting the federal definition of homeless and no conviction history of violent/sexual offense(s). Program participants are not required to be clean and sober, currently employed, or have a documented source of income prior to program participation. CHS does not consider employability, exhibiting a "desire" to change, having a positive attitude, being cooperative and engaging, or seeming motivated as requirements to participation.

CHS's approach to providing **Trauma-Informed Care** assumes that all clients have experienced trauma, given their ongoing experience of being unhoused. This trauma may also include domestic violence, sexual abuse and neglect, and distressing family relationships, as well as the trauma

associated with poverty and the loss of home, safety, and sense of security. Acute and cumulative trauma can have a significant impact on the way adults and children react, think, feel, behave, relate to others, and cope with future experiences, resulting in responses ranging from shutting down to confused thinking to “fight or flight” reactions.

CHS’s services engage clients in a person-centered manner that is conducive to effective interventions without re-traumatization, while addressing the person’s needs and emotions. TIC is integrated throughout all stages of client screening, assessment, and intake. Trained in the evidence-based practice, Seeking Safety, our staff deliver services with an understanding of the symptoms of trauma, how trauma affects peoples’ lives, and the importance of avoiding re-traumatization.

Across all programs, CHS staff are trained and experienced in using **Evidence-Based Practices** that address harm reduction, crisis interventions, trauma-informed care, positive youth development, healthy sexual behaviors, commercial sexual exploitation, and bullying. Other evidence-based practices employed by CHS's homeless programs include Motivational Interviewing (an approach to behavior change that explores and resolves ambivalence and facilitates internally driven change), VI-SPDAT (Vulnerability Index - Service Prioritization Decision Assistance tool), and CSE-IT (Sex trafficking risk assessment), Street Smarts (sexual health/prevention curriculum), and Daniel Memorial (life skills education). All of these will be utilized at the SHARE Center.

It is CHS’s **Diversity, Equity and Inclusion** policy to create and sustain a diverse, equitable, and inclusive environment that embraces and encourages individuals’ differences among both staff and clients. We offer culturally specific services focusing on historically underserved populations, including Latinx, African American and LGBTQ+, as well as reaching underserved geographic regions. According to the “Lead Me Home: Five Year Plan to Reduce Homelessness” developed by the Monterey and San Benito Counties Continuum of Care, racial disparities in the homeless system are found at all levels. Systemic inequities create barriers to persons or communities of color. For that reason, CHS takes measures to ensure representation of populations served and those with lived experience among our staff.

We utilize the Monterey-San Benito CoC Racial Disparities Analysis dashboard on the CHSP’s website to understand and respond to service engagement gaps experienced by different underserved communities. CHS is committed to using program data and the United Way Smart Referral Network data to track and respond to racial disparities in the closure of referral loops for our homeless clients. CHS complies with federal Equal Access rules and our policies ensure that services are provided to everyone equally, with no discrimination based on any protected class. CHS also operates from a gender equity informed lens, and our services are provided to individuals in accordance with how they choose to identify.

CHS will provide equitable access to comprehensive services for individuals with limited proficiency in the English language, and who speak languages other than Spanish (e.g. Mixtec,

Triqui, etc.). CHS actively recruits and employs multilingual and multicultural individuals who possess the necessary language skills to facilitate effective communication with our diverse client populations. CHS also contracts with Language Line, a reputable language interpretation service, ensuring prompt access to skilled interpreters in situations where in-person interpretation is not feasible.

In operating the SHARE Center, CHS is committed to providing housing navigation services that ultimately lead to permanent housing. Our approach to **Case Management and Housing Navigation** adheres to low-barrier, Housing First approaches. Our Case Managers/Housing Navigators meet regularly with shelter guests to assess needs and create person-centered plans leading to permanent housing placements. They also connect clients to healthcare, mental health and substance abuse services, provide assistance with enrollment in mainstream benefits such as food stamps and Medi-Cal, coordinate employment and educational opportunities, including life skills development such as personal finance and conflict resolution—all of which contribute to maintaining permanent housing and long-term housing stability, and reduce the return to homelessness.

Case Managers also help clients secure personal identification when needed and successfully navigate community resources. During their stay at the SHARE Center, Case Managers/Housing Navigators will continue to meet with clients where they are, work with them to set individual goals, provide counseling as needed, and monitor their progress towards their goals.

Case Managers/Housing Navigators meet with clients and create individualized **Housing and Stabilization** plans that include **Rapid Rehousing (RRH)** activities that lead to permanent housing. These include assisting with housing searches, rental applications, and housing voucher applications, and arranging for and providing financial assistance for housing application fees, rent, utility costs, security deposits, and moving expenses that are paid directly to the vendor or landlord. Each case is different. The Case Managers/Housing Navigators are trained and experienced in the administration of RRH funds and follow all policies and regulations.

CHS is also skilled in raising funds via grants and donations to underwrite rapid rehousing expenses, and in the past year has raised RRH funds from the City of Salinas, City of Pacific Grove, United Way, HHAP 3 & 4, and donations from private individuals. We have also successfully solicited in-kind donations to help furnish new homes for our clients and transport their belongings.

CHS Homeless Services programs actively participate in the CoC's **Coordinated Assessment and Referral System (CARS)**. Anyone presenting for admission to the shelter who has not yet been assessed will be offered a CARS assessment, regardless of whether they are admitted, placed on the waiting list, or referred to other services and supports.

We utilize the **Homeless Management Information System (HMIS)** database for data collection and reporting, tracking unduplicated counts and service effectiveness assessments, in line with

local Continuum of Care (CoC) requirements. The SHARE Center staff (both CHS and DP staff) will continue to participate in these systems.

CHS is committed to providing comprehensive support for participants transitioning from the SHARE Center, collaborating closely with the **City of Salinas Outreach and Response Team (SORT)** to ensure effective follow-up, especially for those at risk of returning to homelessness. Our dedicated Case Managers/Housing Navigators address various participant needs, including income, employment, mental health, substance abuse, and physical health, and can provide any needed referrals to other agencies and services to ensure that shelter participants' needs are met.

CHS sustains ongoing partnerships and collaborations with other service providers within the Continuum of Care as well as with cities and counties across the region. Collaboration will be necessary in operating a shelter of this scale, and CHS will collaborate with non-profit, government, and healthcare agencies to ensure clients are set up for success and stability. We continuously build new partnerships and collaborations, and we will continue to leverage our existing partnerships to advance and promote the wellbeing of SHARE center participants and enhance service delivery.

We are constantly exploring partnerships that would lead to providing the best service delivery and outcomes for our clients. Any collaborations or partnerships implemented in the operation of the SHARE Center will be communicated to the County and City. The SHARE Center will actively engage with the Coalition of Homeless Services Providers (CHSP), and report regularly to the City and County on bed availability, occupancy, participant surveys, waitlist demographics, and more. We also are committed to collaborating with the City and County on potential additions of modular, non-congregate shelter units at the SHARE Center site to enhance housing outcomes.

B. Staffing and Management Plan

Our Staffing and Management Plan at CHS is deeply rooted in our commitment to providing exceptional homeless services, mental health support, and substance use disorder recovery treatment throughout Monterey County. With over 54 years of experience as an Equal Opportunity Employer (EOE), we understand the crucial role that fairly hired, well-trained and motivated staff play in achieving our organizational objectives and delivering effective care to our clients.

There will be three shifts (Day, Evening and Overnight), seven days a week to ensure 24-hour coverage. Staff schedules will include Saturdays and Sundays to ensure 7 day a week coverage. Our staffing pattern ensures that there will always be a minimum of four people scheduled to be on-site at all times for the safety and security of all concerned. The 6 CM/HNs will each carry a primary caseload of 15-16 clients (1:15 or 1:16 caseloads). They will be assisted by Support Counselor IIs in helping clients achieve their goals. Support Counselor I's will be primarily involved in assisting with daily living and overnight coverage. We intend to hire for the following positions:

Program Coordinator: Strong collaboration and coordination skills, proficiency in data collection and billing processes, adept in administrative and direct care services. BA in human services or related field, and minimum two years' experience working with at-risk populations.

Office Manager: Strong administrative skills including phone communication, message handling, supply procurement, billing, data collection and reporting processes, guest assistance billing. HS diploma or GED and two years' related experience.

Office Assistant: General clerical and office support skills to assist Office Manager. HS diploma or GED and one year related experience.

Case Manager/Housing Navigator: Desire to support clients in housing stability and self-sufficiency. Experience in plan development, housing navigation, case management, documentation, data collection and reporting, and knowledgeable of local resources for I & R. BA in human services or related field and minimum two years' experience with at-risk populations.

Food Services Manager: Manages food operations for multiple residential programs. Oversees menu planning, purchasing, food prep and food safety to provide nutritious meals for residents. Supervises subcontractors and kitchen staff. Ensures clean, well operating kitchen and storage areas that meets standards. HS diploma or GED and 3 years' experience plus relevant food handler certificates.

Support Counselor II: Supports shelter guests in working on their case plans and daily living activities. Ensures safety and security of guests and facility. Assists with documentation and data collection. HS diploma or GED and minimum two years' related experience.

Support Counselor I: Support shelter guests in daily living activities and ensures safety and security of guests and facility. Supports kitchen activities as required. HS diploma or GED and one-year related experience.

Food Service Trainees: Shelter clients who desire to gain work experience and income as entry-level food service workers. CHS will assist them in getting Food Handler certificates from Monterey County Department of Health and will train them in basic food prep, handling, serving, storage and clean up, as well as employer expectations. No prior experience required.

**MEMORANDUM OF UNDERSTANDING RE:
COORDINATION OF RESPONSIBILITIES RELATED TO ESTABLISHMENT OF
HOMELESS SHELTER, PERMANENT SUPPORTIVE/TRANSITIONAL HOUSING and,
TEMPORARY WARMING SHELTER IN SALINAS, CALIFORNIA
(1220 Natividad Road and 855 East Laurel Drive, Salinas and 111 W Alisal Street,
Salinas)**

This Memorandum of Understanding ("MOU") is entered into as of this 25th day of September 2018 (the "Effective Date"), by and between the City of Salinas, a California charter city and municipal corporation (the "City") and County of Monterey (the "County") for the properties located at 855 East Laurel Drive ("Site 1"), and at 1220 Natividad Road ("Site 2") Salinas, California 93906 (together referred to as "the Property"), both presently owned by the County, and 111 W Alisal Street, Salinas, California 93901 ("Warming Shelter") with reference to the following facts:

RECITALS

- A. WHEREAS, in 2017, the City and County began discussions on planning for the future construction and operation of a year-round Homeless Shelter ("Shelter") and Permanent Supportive/Transitional Housing ("Housing") on Site 2; and
- B. WHEREAS, on September 26, 2017 the Salinas City Council ("Council") and County Board of Supervisors ("BOS") executed a Memorandum of Understanding ("MOU") authorizing the opening of the Salinas Winter Warming Shelter ("Warming Shelter") and agreed to work collaboratively toward the future construction and operation of a Shelter on the Property; and
- C. WHEREAS, as part of the MOU executed on September 26, 2017 by the Council and BOS, the City and County agreed to work together to identify a developer and operator for the Shelter on Site 2 and to proceed with environmental review; and
- D. WHEREAS, on March 20, 2018 the Council and BOS provided direction to staff to begin developing an agreement to identify a developer and operator for the future construction and operation of a Shelter and Housing on Site 2; and
- E. WHEREAS, subsequently, Senate Bill (SB) 850, signed into law by Governor Brown in June 2018, funded the Homeless Emergency Aid Program ("HEAP"), a \$500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California; and
- F. WHEREAS, the counties of Monterey and San Benito, through the Continuum of Care ("CoC") are expected to receive approximately \$12.5 million in HEAP funds;
- G. WHEREAS, the City and the County desire to utilize HEAP and will submit a proposal to the Continuum of Care to request funding, as well as other sources of funding to develop the Shelter on Site 1 and Housing Site 2 in the City of Salinas to provide emergency shelter while focusing on providing housing to homeless constituents in need;

- H. WHEREAS, the City and the County have determined and agreed that close collaboration and coordination between their respective staff to design, fund, entitle, construct, and operate ("administration of") a Shelter and Housing at the Property will maximize the available staff resources of each agency toward expediting construction of said facilities;
- I. WHEREAS, the City and County agree that the target date completion of the Shelter at Site 1 is April 30, 2020 based deadline to expend HEAP funds;
- J. WHEREAS, the City and County agree to extend the use of the Warming Shelter at 111 W Alisal Street, Salinas, California, or other mutually agreeable location until the Shelter at Site 1 is constructed and can be occupied.

NOW, THEREFORE BE IT RESOLVED, the purpose of this MOU is to identify roles and responsibilities between the City and the County for administration of developing a Shelter and Housing on the Property respectively and, for the overall selection of, and negotiating of agreements with, a potential future developer and operator of a Shelter and Housing on the Property. The cost for construction and operation of the Shelter and related services and development of the Housing not covered by HEAP or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

**ARTICLE 1.
ROLES AND RESPONSIBILITIES**

The City and County agree to the following terms and conditions, in order to coordinate their staff to effectively expedite facilitation of development of a Shelter and Housing at the Property, and conduct an RFP process for the selection of, and negotiation of agreements with a future operator for the Shelter and developer of the Housing on the Property. The cost for construction and operation of the Shelter and related services and development of the Housing not covered by HEAP or other private funding will be shared by the City and County, with a final distribution of the costs to be determined at a later date.

Section 1.1 Roles and Responsibilities.

A. County:

- a. Subject to funding, the County shall provide staff resources to design, survey, entitle, and construct the Shelter not administered by third party developers;
- b. Subject to funding, the County shall be the Lead Agency in conducting an environmental review of the Property and the City shall be the Responsible Agency;
- c. County shall maintain ownership of the Property;
- d. Any future conveyance of the Property must be authorized by the County;
- e. County shall devote personnel and other resources as may be reasonably

required during the RFP process for selection of a future developer and operator for the Property and final approval of the RFP.

B. City of Salinas

- a. Subject to funding, the City shall provide staff resources to assist and expedite in the permitting of facilities at the Property;
- b. Subject to funding, the City shall provide staff resources and shall act as the lead project manager and facilitator during the RFP process for the selection of a Shelter Operator at Site 1 and future Housing Developer at Site 2;
- c. City shall devote personnel and other resources as may be reasonably required;
 1. City will draft an RFP for Shelter Operator at Site 1 and Housing Developer at Site 2 subject to County approval;
 2. City will manage the RFP process;
 3. City will publish and distribute the RFP for a Shelter Operator and Housing Developer at the Property;
 4. City will receive RFP bids and determine adequacy and completeness of RFP process;
 5. City will document and maintain records associated with the RFP process;
 6. City will work collaboratively with County to respond to any RFP questions, comments or appeals.

C. City and County

- a. City and County shall each designate staff who shall regularly meet and coordinate in identifying and applying for funding for the Shelter, Housing, and Warming Shelter and jointly overseeing administering the implementation of the MOU.
- b. City and County will work collaboratively to rate and rank RFPs submitted;
- c. City and County shall ensure that all RFPs are reviewed in a fair and open process. The selection process will be outlined in detail in the RFP and will include input by County;
- d. City and County will make a recommendation for the selection of a Shelter Operator and Housing Developer to be forwarded to BOS and Council for final approval;
- e. A final distribution of related costs will be shared between the City and County and will be determined at a later date based on HEAP and other private funding available for the Shelter, Housing, and Warming Shelter.
- f. Property and environmental records, reports and studies shall be shared

- between the County and City as they become available;
- g. Project goals will be jointly determined by the City and the County;
 - h. A community engagement strategy will be determined by the City with concurrence from the County;
 - i. After the approval of the selected operator by the BOS and Council, City and County staff will work together in drafting a contract for Shelter Operations;
 - j. After the approval of the selected developer for Housing by the BOS and Council, the City shall take the lead, but continue to work with County, as owner of the property, in negotiating and drafting an Exclusive Negotiating Agreement ("ENA") and Ground Lease ("Ground Lease");
 - k. The ENA and Ground Lease must be approved by the BOS prior to entry into those agreements with the selected developer, and;
- l. The City and County will work together through the Lead Me Home Leadership Council in discussions on the Shelter and Housing development and operations, coordination of HEAP funding, and establishment of a multi-jurisdictional, philanthropic effort to implementation of the MOU and initiate similar efforts throughout Monterey County.

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 MOU. In connection with such entry and investigation, the City shall:

- a. repair and restore any damage it may cause;
- b. indemnify, defend and hold the County and the BOS, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs), with the exception of any injury or death to City staff or its consultants which may proximately arise out of the County's or its consultants' entry upon the Property or the investigation(s) and test(s) which the City may conduct; arising out of the negligent or intentional acts of the County or dangerous conditions on the Property for which the County should know or have known to exist, provided, however, that this indemnity shall not apply to matters arising from the results of the City's investigations, tests and inspections (e.g., this indemnity shall not apply to any diminution in value or remediation costs incurred by the City if the County's investigations were to discover an environmental condition that required remediation).

ARTICLE 2. GENERAL CONDITIONS

Section 2.1 General Compliance.

City and County agree to comply with all applicable federal, State and local laws and regulations governing public agencies. Documentation of such compliance shall be made available for review by the City and County upon request.

Section 2.2 Administrative Amendments.

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

Section 2.3 Term.

The term of this MOU (the "Term") shall start as of the Effective Date and shall terminate when the Ground Lease is entered into between the County and a selected developer or when the Shelter and Housing are deemed by the County and the City to be complete unless extended by a written amendment approved by the Council and BOS.

Section 2.4 Termination.

This MOU may be terminated by either the City and County upon a written notice given thirty (30) days in advance.

Section 2.5 Warming Shelter.

- a. During the Term of this MOU, City and County will continue to work together on overseeing operations at the Warming Shelter, located at 111 W Alisal Street, Salinas, California, or other mutually agreed upon location, until the Shelter is developed and under operation (open for business).
- b. The parties agree to execute a new Warming Shelter MOU with the same provisions of the terminated MOU dated September 26, 2017 except the following: 1) the timeline to operate the Warming Shelter will be extended to April 30, 2020 2) the Shelter site will be changed to reflect Site 1, and 3) the operations of the Warming Shelter will be shared between the County and City with costs to be determined at a later date..

**ARTICLE 3.
ADMINISTRATIVE REQUIREMENTS**

Section 3.1 Documentation and Record-Keeping.

- a. Records to be Maintained. The City and County shall maintain all records and such records shall include but not be limited to:
 - (i) Records providing a full description of each activity undertaken;

- (ii) Records required to document the solicitation and selection of a developer and operator.
 - (iii) Records required by funding agencies related to implementation of this MOU.
- b. Retention. The City and County shall retain all records pertinent to services performed and expenditures incurred under this MOU for a period of one (1) year after the termination of all activities under this MOU.
- c. Property Records. The County shall supply the City with any Property related documents for City review.

**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 City and County agree that no funds be provided, nor personnel employed under this MOU, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. 15.
- c. Conflict of Interest. The City and County each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and each covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this MOU. The City and County each further agrees that in the performance of this MOU that no person having such a financial interest shall be employed or retained by the City and County. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City and County, or of any designated public agencies or entities.

**ARTICLE 5.
ENVIRONMENTAL CONDITIONS**

Section 5.1 Environmental Responsibilities Generally.

The County (Lead Agency) with the City's (Responsible Agency) oversight, will carry out the Phase I and Phase II (if needed) environmental assessments of the Property in compliance with all federal and State laws and regulations, including any necessary environmental reviews such as NEPA and/or CEQA analysis not otherwise specifically set forth below.

Section 5.2 Applicable Laws and Regulations.

The County and City 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, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and seq.).
- c. Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to 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 set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, 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 Agreement.

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 City and the County 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 parties shown as follows, or such other address as the parties may designate in writing from time to time:

CITY:
City of Salinas
Attn: Megan Hunter
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Email: meganh@ci.salinas.ca.us

With a copy to: City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Email: chrisc@ci.salinas.ca.us

COUNTY:
Nicholas Chiulos
Assistant County Administrative Officer
County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

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 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 not be modified, supplemented, or amended unless in writing by the parties. Any modification, supplementation, amendment, or waiver must be signed by both parties.

Section 6.8 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. The City and County will keep track of any costs and may consider these costs a "contribution" to the construction and operation of the Property.

Section 6.9 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 Property 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 6.10 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 6.11 Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 6.12 Non-Recourse Agreement.

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 6.13 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 of the City, or the Assistant County Administrative Officer of the County, 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 MOU.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date.

CITY:

CITY OF SALINAS, a municipal corporation

By: 
Ray E. Corpuz, Jr, City Manager


APPROVED AS TO FORM:

By: 
Christopher A. Callihan, Esq. City Attorney

COUNTY:

By: 
Nicholas Chiulos, Assistant County Administrative Officer

APPROVED AS TO FORM:

By: 
Anne K. Brereton, Deputy County Counsel

End of Document

Amendment No. 1**MEMORANDUM OF UNDERSTANDING RE: COORDINATION OF RESPONSIBILITIES
RELATED TO ESTABLISHMENT OF HOMELESS SHELTER, PERMANENT
SUPPORTIVE/TRANSITIONAL HOUSING and TEMPORARY WARMING SHELTER IN
SALINAS, CALIFORNIA**

(1220 Natividad Road and 855 East Laurel Drive, Salinas and 111 W Alisal Street, Salinas)

WHEREAS, the City of Salinas (City) and County of Monterey (County) approved and entered into a Memorandum of Understanding (MOU) identifying the roles and the responsibilities of the City and of the County for administration of developing a year-round Homeless Shelter (Shelter) on property owned by the County and located at 855 East Laurel Drive, Salinas, and Permanent Supportive/Transitional Housing (Housing) on property owned by the County and located at 1220 Natividad Road, Salinas; and

WHEREAS, the County of Monterey has agreed to use up to 3-5 acres of County owned land at 855 East Laurel Drive as the site for construction of the Shelter and approximately 3 acres of County-owned land at 1220 Natividad Road for Permanent Supportive/Transitional Housing (Housing); and

WHEREAS, given the construction timelines and funding timelines for the Shelter and the Housing, it is critical to initiate pre-development work, including the design concept for the Shelter for the environmental review process to begin; and

WHEREAS, in order to proceed with the environmental review process for the Shelter, the County has solicited a bid proposal from an architectural firm to complete concept plans (Design Phase 1) and a separate proposal for services to complete a Phase I site assessment of the Laurel site, both under contract to the County; and

WHEREAS, in order to proceed with the environmental review process for the Shelter, County paid for Phase I and II site assessment for the 1220 Natividad property; and

WHEREAS, the City of Salinas has agreed to fund certain pre-construction costs while the City and County work together to submit a successful proposal to obtain HEAP funding; and

WHEREAS, the City and the County have agreed to share in the cost for construction and operation of the Shelter and Housing not covered by Homeless Emergency Aid Program (HEAP) funding or other private funding; and

WHEREAS, the City and County agree to work together to develop the anticipated programming requirements for operation of the Shelter; and

WHEREAS, the Salinas City Council has authorized up to \$125,000 for pre-development costs for the Shelter and Housing in the City's FY 2018-2019 Budget and, consistent with the

MOU, up to \$100,000 would be utilized to reimburse the County for pre-development costs related to the Shelter.


NOW, THEREFORE, in mutual consideration of the covenants, terms, and conditions set forth in the MOU and in this Amendment No. 1, the City and the County agree to amend the MOU as follows:

1. Subdivision d is hereby added to Section 1.1.B of the MOU to read as follows:

d. City will provide reimbursement to the County in an amount up to \$100,000 for pre-development costs incurred by the County in relation to development of the Shelter. For purposes of this section, pre-development costs are those costs incurred by the County for environmental review and/or architectural services associated with developing the design concept for the Shelter. The City will provide reimbursement in accordance with the City's processes upon receipt of an invoice from the County.

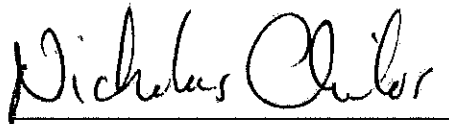
In witness whereof, the undersigned, as authorized representatives of the City of Salinas and of the County of Monterey, have entered into this Amendment No. 1.

CITY OF SALINAS



Ray Corpuz, City Manager

COUNTY OF MONTEREY

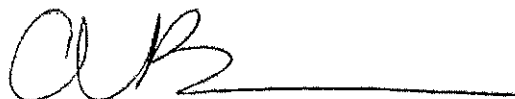


Nicholas Chiulos
Assistant County Administrative Officer

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney



Anne K. Brereton, Deputy County Counsel



City of Salinas

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

Legislation Text

File #: ID#24-649, **Version:** 1

Updated Response to 2023-2024 Monterey County Civil Grand Jury Final Report

Consider authorizing the Mayor to sign a letter updating responses to the 2023-2024 Monterey County Civil Grand Jury Final Report regarding “Monterey County’s Response to Community Members Experiencing a Mental Health Crisis.”



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 12, 2024
DEPARTMENT: SALINAS POLICE DEPARTMENT
FROM: DANNY WARNER, ACTING CHIEF OF POLICE
TITLE: UPDATED RESPONSE TO 2023-2024 MONTEREY COUNTY CIVIL GRAND JURY FINAL REPORT

RECOMMENDED MOTION:

A motion to authorize the Mayor to sign a letter updating responses to the 2023-2024 Monterey County Civil Grand Jury Final Report regarding “Monterey County’s Response to Community Members Experiencing a Mental Health Crisis.”

EXECUTIVE SUMMARY:

On April 5, 2024, the Monterey County Civil Grand Jury (“Grand Jury”) issued its Final Report titled “Monterey County’s Response to Community Members Experiencing a Mental Health Crisis.” The Grand Jury found that a lack of training, collaboration, and public engagement among local agencies may lead to dangerous outcomes for peace officers and community members with mental health challenges. The Final Report recommends crisis intervention training for peace officers, better coordination of agencies in Monterey County on mental health issues, and posting of policies on agency websites. The City provided a response around June 11, 2024. On October 3, 2024, the Grand Jury requested an update.

BACKGROUND:

The Salinas Police Department is committed to implementing strategies to safeguard public safety and to defuse situations involving mental health crises. Our officers receive ongoing Critical Incident Training (CIT) conducted by instructors from the Monterey County Behavioral Health Department. Officers are currently undergoing mandatory CIT refresher training to stay compliant with the POST perishable skills training program. This training is designed to equip officers with updated skills and enhanced communication strategies.

The Department supports transparency in government and posts its Policy Manual and use of force policy and related materials on its website.

Salinas Police Officers are participating in an updated Critical Incident Training (CIT) course that began on September 19, 2024.

A draft letter responding with updates to each of the items identified by the Grand Jury is attached to this Staff Report.

CEQA CONSIDERATION:

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:

This item meets the City Council's current Strategic Plan initiatives of Public Safety and Effective and Culturally Responsible Government.

FISCAL AND SUSTAINABILITY IMPACT:

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

ATTACHMENTS:

2023-2024 Civil Grand Jury Final Report

Letter from Monterey County Civil Grand Jury Foreperson Doug Smith dated October 3, 2024

Draft Response Letter to Foreperson Doug Smith

MONTEREY COUNTY CIVIL GRAND JURY

P.O. Box 414
Salinas, CA 93902
Telephone: (831) 883-7553



October 3, 2024

Kimberly Craig
Office of the Mayor
2001 Lincoln Avenue
Salinas, CA 93901

Re: Monterey County's Response to Community Members Experiencing a Mental Health Crisis

Dear Mayor Craig,

The 2024/2025 Civil Grand Jury (CGJ) is requesting updates to your responses, submitted to the Judge of the Superior Court on June 11, 2024.

Recommendation R4

The Salinas Police Chief and the Monterey County Sheriff prioritize the completion of an annual training needs assessment and plan by no later than July 31, 2024, and by the end of each fiscal year thereafter.

Response R4

The City agrees with this recommendation, and as of July 31, 2024, an annual training needs assessment and plan will be implemented and posted on the Salinas Police Department website.

Recommendation R5

The Salinas Police Department and Monterey County's Sheriff's Office conspicuously post all current standards, policies, practices, operating procedures, and education and training materials to their websites by June 30, 2024.

Response R5

The City agrees with this recommendation and as of June 30, 2024, such record will be posted conspicuously on the Salinas Police Department website.

As the CGJ report was specific to Critical Incident training (CIT), please provide details of how and where the updated Training and Needs Assessment has incorporated CIT into the training plan and the Policies and Procedures.

We thank you in advance and look forward to receiving your response by **October 18, 2024**, by email to dsmith@montereycograndjury.com or US Mail to P.O. Box 414, Salinas, CA 93902. Feel free to contact us by email if you have any questions.

Respectfully,



Doug Smith
Foreperson

CC: City Manager

Crisis Intervention Incidents

465.1 PURPOSE AND SCOPE

This policy provides guidelines for interacting with those who may be experiencing a mental health or emotional crisis. Interaction with such individuals has the potential for miscommunication and violence. It often requires an officer to make difficult judgments about a person's mental state and intent in order to effectively and legally interact with the individual.

465.1.1 DEFINITIONS

Definitions related to this policy include:

Person in crisis - A person whose level of distress or mental health symptoms have exceeded the person's internal ability to manage his/her behavior or emotions. A crisis can be precipitated by any number of things, including an increase in the symptoms of mental illness despite treatment compliance; non-compliance with treatment, including a failure to take prescribed medications appropriately; or any other circumstance or event that causes the person to engage in erratic, disruptive or dangerous behavior that may be accompanied by impaired judgment.

465.2 POLICY

The Salinas Police Department is committed to providing a consistently high level of service to all members of the community and recognizes that persons in crisis may benefit from intervention. The Department will collaborate, where feasible, with mental health professionals to develop an overall intervention strategy to guide its members' interactions with those experiencing a mental health crisis. This is to ensure equitable and safe treatment of all involved.

465.3 SIGNS

Members should be alert to any of the following possible signs of mental health issues or crises:

- (a) A known history of mental illness
- (b) Threats of or attempted suicide
- (c) Loss of memory
- (d) Incoherence, disorientation or slow response
- (e) Delusions, hallucinations, perceptions unrelated to reality or grandiose ideas
- (f) Depression, pronounced feelings of hopelessness or uselessness, extreme sadness or guilt
- (g) Social withdrawal
- (h) Manic or impulsive behavior, extreme agitation, lack of control
- (i) Lack of fear
- (j) Anxiety, aggression, rigidity, inflexibility or paranoia

Members should be aware that this list is not exhaustive. The presence or absence of any of these should not be treated as proof of the presence or absence of a mental health issue or crisis.

Salinas Police Department

Salinas PD Policy Manual

Salinas PD Policy Manual

Crisis Intervention Incidents

465.4 COORDINATION WITH MENTAL HEALTH PROFESSIONALS

The Chief of Police should designate an appropriate Division Chief to collaborate with mental health professionals to develop an education and response protocol. It should include a list of community resources, to guide department interaction with those who may be suffering from mental illness or who appear to be in a mental health crisis.

465.5 FIRST RESPONDERS

Safety is a priority for first responders. It is important to recognize that individuals under the influence of alcohol, drugs or both may exhibit symptoms that are similar to those of a person in a mental health crisis. These individuals may still present a serious threat to officers; such a threat should be addressed with reasonable tactics. Nothing in this policy shall be construed to limit an officer's authority to use reasonable force when interacting with a person in crisis.

Officers are reminded that mental health issues, mental health crises and unusual behavior alone are not criminal offenses. Individuals may benefit from treatment as opposed to incarceration.

An officer responding to a call involving a person in crisis should:

- (a) Promptly assess the situation independent of reported information and make a preliminary determination regarding whether a mental health crisis may be a factor.
- (b) Request available backup officers and specialized resources as deemed necessary and, if it is reasonably believed that the person is in a crisis situation, use conflict resolution and de-escalation techniques to stabilize the incident as appropriate.
- (c) If feasible, and without compromising safety, turn off flashing lights, bright lights or sirens.
- (d) Attempt to determine if weapons are present or available.
 - 1. Prior to making contact, and whenever possible and reasonable, conduct a search of the Department of Justice Automated Firearms System via the California Law Enforcement Telecommunications System (CLETS) to determine whether the person is the registered owner of a firearm (Penal Code § 11106.4).
- (e) Take into account the person's mental and emotional state and potential inability to understand commands or to appreciate the consequences of his/her action or inaction, as perceived by the officer.
- (f) Secure the scene and clear the immediate area as necessary.
- (g) Employ tactics to preserve the safety of all participants.
- (h) Determine the nature of any crime.
- (i) Request a supervisor, as warranted.
- (j) Evaluate any available information that might assist in determining cause or motivation for the person's actions or stated intentions.
- (k) If circumstances reasonably permit, consider and employ alternatives to force.

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465.6 DE-ESCALATION

Officers should consider that taking no action or passively monitoring the situation may be the most reasonable response to a mental health crisis.

Once it is determined that a situation is a mental health crisis and immediate safety concerns have been addressed, responding members should be aware of the following considerations and should generally:

- Evaluate safety conditions.
- Introduce themselves and attempt to obtain the person's name.
- Be patient, polite, calm, courteous and avoid overreacting.
- Speak and move slowly and in a non-threatening manner.
- Moderate the level of direct eye contact.
- Remove distractions or disruptive people from the area.
- Demonstrate active listening skills (e.g., summarize the person's verbal communication).
- Provide for sufficient avenues of retreat or escape should the situation become volatile.

Responding officers generally should not:

- Use stances or tactics that can be interpreted as aggressive.
- Allow others to interrupt or engage the person.
- Corner a person who is not believed to be armed, violent or suicidal.
- Argue, speak with a raised voice or use threats to obtain compliance.

465.7 INCIDENT ORIENTATION

When responding to an incident that may involve mental illness or a mental health crisis, the officer should request that the dispatcher provide critical information as it becomes available. This includes:

- (a) Whether the person relies on drugs or medication, or may have failed to take his/her medication.
- (b) Whether there have been prior incidents, suicide threats/attempts, and whether there has been previous police response.
- (c) Contact information for a treating physician or mental health professional.

Additional resources and a supervisor should be requested as warranted.

465.8 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to the scene of any interaction with a person in crisis if needed. Responding supervisors should:

- (a) Attempt to secure appropriate and sufficient resources.

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- (b) Closely monitor any use of force, including the use of restraints, and ensure that those subjected to the use of force are provided with timely access to medical care (see the Handcuffing and Restraints Policy).
- (c) Consider strategic disengagement. Absent an imminent threat to the public and, as circumstances dictate, this may include removing or reducing law enforcement resources or engaging in passive monitoring.
- (d) Ensure that all reports are completed and that incident documentation uses appropriate terminology and language.
- (e)

Evaluate whether a critical incident stress management debriefing for involved members is warranted.

465.9 INCIDENT REPORTING

Members engaging in any oral or written communication associated with a mental health crisis should be mindful of the sensitive nature of such communications and should exercise appropriate discretion when referring to or describing persons and circumstances.

Members having contact with a person in crisis should keep related information confidential, except to the extent that revealing information is necessary to conform to department reporting procedures or other official mental health or medical proceedings.

465.9.1 DIVERSION

Individuals who are not being arrested should be processed in accordance with the Mental Illness Commitments Policy.

465.10 CIVILIAN INTERACTION WITH PEOPLE IN CRISIS

Civilian members may be required to interact with persons in crisis in an administrative capacity, such as dispatching, records request, and animal control issues.

- (a) Members should treat all individuals equally and with dignity and respect.
- (b) If a member believes that he/she is interacting with a person in crisis, he/she should proceed patiently and in a calm manner.
- (c) Members should be aware and understand that the person may make unusual or bizarre claims or requests.

If a person's behavior makes the member feel unsafe, if the person is or becomes disruptive or violent, or if the person acts in such a manner as to cause the member to believe that the person may be harmful to him/herself or others, an officer should be promptly summoned to provide assistance.

465.11 EVALUATION

The Division Chief designated to coordinate the crisis intervention strategy for this department should ensure that a thorough review and analysis of the department response to these incidents is conducted annually. The report will not include identifying information pertaining to any involved

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individuals, officers or incidents and will be submitted to the Chief of Police through the chain of command.

465.12 TRAINING

In coordination with the mental health community and appropriate stakeholders, the Department will develop and provide comprehensive education and training to all department members to enable them to effectively interact with persons in crisis.

This department will endeavor to provide Peace Officer Standards and Training (POST)-approved advanced officer training on interaction with persons with mental disabilities, welfare checks and crisis intervention (Penal Code § 11106.4; Penal Code § 13515.25; Penal Code § 13515.27; Penal Code § 13515.30).

MONTEREY COUNTY'S RESPONSE TO COMMUNITY MEMBERS EXPERIENCING A MENTAL HEALTH CRISIS



SUMMARY

Throughout Monterey County, law enforcement officers respond to multiple incidents during a typical day. A significant portion of these calls involve individuals experiencing some form of crisis or distress. Studies suggest that 15% to 37% or more of police calls involve a mental health crisis, substance abuse issues or other situations where immediate intervention is required. Sometimes these calls result in the hospitalization or incarceration of the individual, or in tragedy, either for the individual or the responding officer. The public is often left asking what happened and how it could have been prevented.

Training in Comprehensive Crisis Intervention helps officers respond more effectively and safely to situations involving people experiencing behavioral instability. It reduces escalation, and the possible use of force, and in some cases costly litigation. In addition, Monterey County and many municipalities have Mobile Crisis Response Teams (MCRTs) comprised of trained mental health professionals. Law enforcement agencies (LEAs) can utilize these teams to assist them when responding to people in crisis.

Despite ongoing staff shortages and mandatory overtime hours, County staff and law enforcement representatives do their best to provide emergency assistance to people in crisis.

Several areas warrant improvement. These include:

- Providing short, in-service crisis intervention training sessions for first responders throughout the year in addition to the more formal, 40-hour training that is only offered once or twice a year to a limited number of participants
- Conducting annual law enforcement training needs assessments
- Devising plans to ensure that training courses remain relevant and comply with changes in legislation
- Formalizing regular collaborative meetings among entities providing emergency crisis response
- Strengthening and expanding the public awareness campaign regarding the newly available 24/7 mobile crisis team service effective January 1, 2024
- Making law enforcement education and training materials more accessible on LEA websites

BACKGROUND

Law enforcement officers face high-stress and potentially dangerous situations daily. They must be prepared to make split-second decisions that can have significant consequences for themselves and others.

Public interest in how law enforcement officers respond to high-stress situations has increased over the past decade, particularly regarding their interactions with people experiencing a mental health crisis, or who are under the influence of drugs or alcohol. High profile cases resulting in the death of community members, and sometimes police officers, have led to closer scrutiny by the public, the District Attorney's Office, and the U.S. Department of Justice.

As a result, there is now more transparency and accountability for officers through body cameras and publicly available data collection and analysis. There have also been changes to policies and guidelines regarding the use of force to emphasize de-escalation techniques. Efforts have been made to improve police training, focusing on areas such as cultural sensitivity, implicit bias, crisis intervention, and mental health awareness. The goals are to equip officers with the skills needed to serve diverse communities and handle sensitive situations more effectively and safely.

The Civil Grand Jury (CGJ) reviewed the type of Crisis Intervention Training (CIT) law enforcement officers receive, focusing on two of the County's largest law enforcement agencies: the Salinas Police Department (SPD) and the Monterey County Sheriff's Office (MCSO). The CGJ reviewed how these departments interface with trained mental health professionals from Monterey County's Department of Behavioral Health (MCBH) when responding to crisis situations.

METHODOLOGY

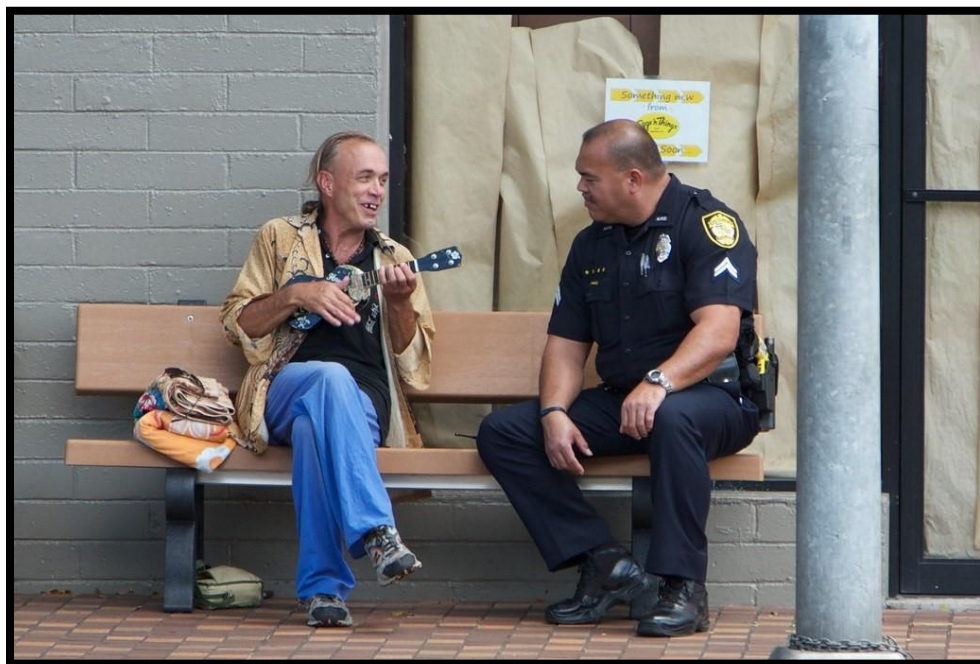
The CGJ reviewed mandatory training requirements for law enforcement officers in California, and reviewed how easily the public can access information regarding education and training materials at law enforcement agencies in our community. The CGJ reviewed California Penal Code Sections and other legislation relating to law enforcement training and training requirements from the Commission on Peace Officer Standards and Training (POST) website. Additionally, the CGJ examined procedures manuals and websites of the SPD, MCSO, the MCBH website and internal service call tracking data provided upon request. The CGJ reviewed California Civil Grand Jury Reports from other counties on related law enforcement topics and many media articles regarding national, state and local law enforcement responses to those experiencing a mental health crisis. Finally, the CGJ conducted interviews with County staff and local law enforcement officials knowledgeable about law enforcement training and the current policies and procedures regarding crisis intervention response.

DISCUSSION

Evolution of Law Enforcement Training to Meet Community Needs

In the 1950s and 1960s, states throughout the country gradually moved away from institutionalization for those suffering from mental illness. In 1967, the Lanterman-Petris-Short Act was passed in California ending the practice of institutionalizing patients against their will without Court oversight. Many institutions closed their doors. In 1981, federal legislation put the responsibility of caring for mentally ill patients on the states. With dwindling support from the federal government, many states struggled to provide adequate mental health treatment and housing for the mentally ill.

Our communities have witnessed increases in both homelessness and the incarceration of those with mental illness. Studies indicate that more than one third of currently incarcerated individuals have been diagnosed with a mental illness, a rate much higher than that of the general population.



Source: Flickr, Mike Dunford, Creative Common License

According to background information for Proposition 1, an update to the Mental Health Services Act on the March 2024 ballot, one out of every 20 adults in California now lives

with serious mental illness, one in 13 California school aged children suffers serious emotional disturbance, and one in 10 Californians has some sort of substance abuse disorder.

First responders have several options when responding to people experiencing a crisis including:

- De-escalate the situation and refer to local service providers
- Request assistance from the Mobile Health Response Team
- Arrange for transportation for the person to the hospital for a psychiatric evaluation if they appear to be a danger to themselves or others, and/or appear to be “gravely disabled” (Welfare & Institutions Code §5150)
- Arrest the person if they are breaking the law

According to the Salinas Police Department, its officers respond daily to situations that result in a person in crisis being transported to the hospital for a psychiatric evaluation that may result in an involuntary 72-hour hold (§5150 cases). In 2022, 510 individuals were taken to the hospital for an evaluation. During the first 10 months of 2023, 369 individuals were taken to the hospital. The Monterey County Sheriff’s Office classified 98 of its calls as §5150 cases in 2022 and 76 in 2023.

As law enforcement officers respond more frequently to situations involving those with mental illness and/or substance abuse, it is imperative that they are sufficiently trained to respond appropriately. Instead of resorting to force, trained officers use de-escalation techniques leading to better outcomes for themselves, the individual, and the community at large.

Development of Training Standards for Law Enforcement

In 1959, the California Commission on Peace Officer Standards and Training (POST) was established. POST sets minimum selection and training standards for California law enforcement officers. It develops and certifies training courses, including Basic Academies, specialized training, and continuing education. Basic law enforcement

training in California includes courses on firearms, criminal law, report writing and more.



*Law Enforcement Leadership Academy
Source: U.S. Marshalls Office, Commons.wikimedia.org*

Over time, training courses have evolved to include additional hours focusing on topics such as crisis intervention, cultural diversity, ethics, community policing, de-escalation techniques, conflict resolution, cultural sensitivity and more.

The Basic Academy takes 888

hours over six months. Law enforcement officers in California may also receive additional training in several other ways including:

- Field training (on the job training)
- Continuing education training (shorter in-service training), and
- Roll call briefings (occurring at the beginning of each shift)

Penal Code §13515.26 requires that all peace officers receive 15 hours of training at the Basic Academy on the topic of “Persons with Mental Illness, Intellectual/Developmental Disability or Substance Abuse Disorder.” Penal Code § 13519.10 requires the commission on Peace Officer Standards and Trainings to develop uniform, minimum, guidelines on the use of force for adoption and promulgation by California Law Enforcement agencies. There are different mandatory training requirements for different ranks of officers. For example, Penal Code §13515.28 (a) (1) requires Field Training Officers (FTOs) to have eight hours of crisis intervention training within six months of assuming the position.

During their careers, officers must continually log onto POST’s website to determine if they are up to date with their mandatory training requirements and to sign up for courses as needed. LEAs keep their own records regarding officer participation at non mandatory training.

Development of Crisis Intervention Team (CIT) Programs

The Memphis Model, developed in 1988 in Memphis, Tennessee, is often cited as the first structured CIT program. It was a collaboration between mental health professionals, law enforcement, and advocacy groups.

In 1989, the Eugene Police Department in Oregon developed a program known as “Cahoots” (Crisis Assistance Helping Out on The Streets) which involves a specialized emergency response model that pairs mental health professionals with law enforcement officers to respond to crises involving mental health, homelessness, and substance abuse. The program’s purpose is to divert individuals away from the criminal justice system and towards appropriate care and support.

Crisis intervention training for law enforcement continues to change in response to legislative mandates, societal changes, increased public awareness of mental health issues, and the need for officers to effectively manage crisis situations.



Crisis Intervention Training, Source: Hamilton County Sheriff's Office, TN website

In 2008, CIT International, a nonprofit organization, was formed to assist communities worldwide with crisis response system reform by developing CIT programs at the state/province, regional, and local level. CIT International certifies courses that train officers to effectively handle situations involving individuals experiencing mental illness

and/or addiction disorders. The goal is to provide officers with the skills to de-escalate such encounters without resorting to unnecessary force. According to CIT International’s website, communities that prescribe to the CIT Program model have higher success rates in safely resolving crisis situations.

Crisis Intervention Training (CIT) in Monterey County



While many counties in California provide CIT Training for first responders, not all these training programs are 40-hours in length. Monterey County is fortunate that the Monterey County Department of Behavioral Health (MCBH) has developed a comprehensive 40-hour Crisis Intervention

Training that has been certified by Police Officers Standards and Training (POST). It is offered twice a year for a maximum of 35-40 law enforcement officers/first responders per session in Monterey County.

Monterey County had 662 sworn officers employed with 21 different jurisdictions in 2022, according to the California Department of Justice. The table below shows the number of sworn officers in Monterey County.

Sworn Officers by Year in Monterey County

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
All Monterey Co. Police Depts	356	334	334	343	367	377	377	380	364	363
Monterey Co. Sheriff’s Office	281	300	291	295	296	304	295	312	288	283
CHP/Other	20	19	21	20	19	15	14	15	16	16
TOTAL	657	653	646	658	682	696	686	707	668	662

Source: <https://openjustice.doj.ca.gov/exploration/crime-statistics/criminal-justice-personnel>

Both SPD and MCSO have a goal of sending 100% of sworn personnel to CIT training according to officials from both agencies. Smaller jurisdictions find it more challenging to

divert officers away from their regular patrol responsibilities to attend a full week of training.

The CGJ was unable to determine how many law enforcement officers currently working in Monterey County have attended the 40-hour CIT training. However, since only 35-40 participants are accepted into the CIT training offered once or twice a year, it is unlikely that all 662 officers have received this training.

Expanded Mobile Crisis Team Services in Monterey County

Monterey County Department of Behavioral Health (MCBH) launched mobile crisis services in 2015 to respond to calls for service received through the 911 system when requested by law enforcement. Through December 2023, the team’s operating hours were Wednesday-Saturday from 12:30 to 10:00 p.m. and alternating Tuesdays from 1:30 to 10:00 p.m. As of January 1, 2024, services are available 24/7. The goal is to de-escalate and stabilize situations, connect individuals with appropriate voluntary resources and treatment in the community, coordinate with existing treatment teams/providers, and avoid unnecessary hospitalization and incarceration.

The table below shows the number of contacts the Monterey County Mobile Crisis Team had with community members from 2018 to 2023.

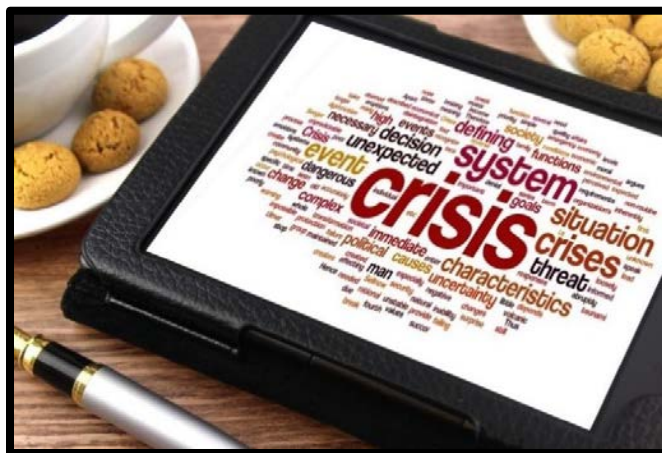
	Mobile Crisis Team Frequency Report					
	(Serving all of Monterey County)					
	2018	2019	2020	2021	2022	2023
Total Contact Counts Countywide	865	918	187	543	679	1076
Status: New episode	248	210	50	105	201	257
Location of contact: Home	458	531	116	271	293	474
Location of contact: Police Dept.	66	74	7	110	157	278
Location of contact: Public Place	87	94	24	49	65	116
Substance abuse involved	161	182	36	123	121	210
Disposition: §5150 (involuntary hold)	166	211	54	118	114	211
Disposition: Arrest	10	11	2	7	17	33
Disposition: Crisis intervention & Referral	256	225	30	104	105	215

Source: Monterey County Behavioral Health

Expanded Mobile Crisis Team Services (January 2024)

There are two Mobile Crisis Teams operating in Monterey County: the County Behavioral Health Mobile Crisis Team (MCT) and the Seneca Children and Youth Mobile Crisis Support Team (MCST) serving youth under age 21. To meet a new federal mandate requiring 24/7 mobile crisis response by January 1, 2024, MCBH signed a new contract with Sierra Mental Wellness Group (SMWG) to add mobile crisis dispatch. The new contract provides an additional two-person team operating 24/7 in Salinas for countywide in-person, community-based mobile crisis response for adults.

The Community Services Crisis line number (866-615-1060) is available for the public to access the newly available 24/7 Mobile Crisis Team service. Personnel answering the line will work with the caller to determine the type of response needed. This can range from providing crisis intervention over the phone, to dispatching first responders and/or the Mobile Crisis Team depending on the situation. Publicity regarding the newly expanded services has been limited to posting flyers in various public locations and with partner agencies. There have been no posts to County social media accounts and few print/television stories regarding the expanded availability of the service.



Collaboration Among Entities Responding to Crisis Situations

From 2019-2021, leaders in Monterey County worked with the Council of State Governments Justice Center (CSG) to study policies, processes, and resources for individuals with behavioral health needs who have entered the criminal justice system.

Monterey County Behavioral Health, Monterey County Sheriff's Office, and the Monterey County Probation Department collaborated to prepare a report providing recommendations for a wide range of system improvements known as the *Stepping Up Monterey System Mapping Project*. The project results were published in June 2021.

One of the recommendations of the Mapping Project was to improve cross-system collaboration, specifically, to establish a quarterly meeting with justice, health, and housing/homelessness representatives in attendance. Collaboration in the form of meetings have been held on an ad-hoc basis; one specific recommendation was to establish a more regular meeting schedule with an agenda.

An additional recommendation was to “develop and provide training on mental illness, substance use disorders, and co-occurring disorders for various justice partners. For example, the county could provide training on mental illness for dispatch personnel, build on existing Crisis Intervention Team training for law enforcement, and train attorneys, judges, and jail staff of behavior health needs.”

Policies, Evaluation of Training Programs, and Plans for Future Training at SPD and MCSO

Both SPD and MCSO have lengthy (800+ page) policy manuals posted on their websites that include information regarding the number of hours of training required for different positions within the departments. Both policies include the requirement to prepare an annual training needs assessment and an updated annual training plan. The plan considers any legislative changes, state-mandated training, and critical incident training. The CGJ determined that neither department has prepared updated training needs assessments and training plans in the last few years.

Public Awareness Regarding Law Enforcement Training

To increase communication and community trust and enhance transparency, effective January 1, 2020, California Senate Bill 978 requires all law enforcement agencies to:

“Conspicuously post on their Internet Web sites all current standards, policies, practices, operating procedures, and education and training materials that would otherwise be available to the public if a request was made pursuant to the California Public Records Act.”

Other than limited information in their policy manuals, the CGJ was unable to find specific education and training materials on either SPD’s or MCSO’s websites. Many police departments in other counties have posted such information on their websites with clear references to SB 978. One such example is the Petaluma Police Department (referenced in the Bibliography below).

FINDINGS

- F1. In 2022, there were 662 sworn officers in Monterey County. Those without the 40-hour CIT training, offered twice a year for 35 first responders per session, are unlikely to be as effective at responding to people in crisis, leading to potentially dangerous outcomes for officers and community members.
- F2. There has not been a comprehensive public awareness campaign to inform County residents of a specific crisis line number and the new 24/7 (as of January 1, 2024) capacity of the Mobile Crisis Team to respond to individuals experiencing a mental health crisis causing the public to remain unaware of the availability of this resource.
- F3. The Mapping Project found no formal collaboration exists among the various entities that respond to people with mental health difficulties who are in crisis. A case-by-case response is not a consistent or effective strategy and does not serve the community well.
- F4. SPD and MCSO have not prepared annual training needs assessments and plans as required by their internal policies. Consequently, their training plans are out of date leaving officers and deputies less equipped/prepared to respond to crisis calls for service and putting themselves and the public at risk.
- F5. Current standards, policies, practices, operating procedures, and education and training materials are not conspicuously posted on either SPD or MCSO websites causing them to be out of compliance with California Senate Bill 978 and making it more difficult for the public to obtain such information.

RECOMMENDATIONS

- R1. Monterey County Department of Behavioral Health develop a POST-certified, abbreviated in-service training course on CIT by December 31, 2024, designed for law enforcement officers who have not taken the 40-hour course to be facilitated annually by Field Training Officers.
- R2. Monterey County increase its public awareness campaign regarding the Mobile Crisis Team's 24/7 availability to include more social media posts, news articles, and advertising by July 31, 2024.
- R3. Monterey County appoint a liaison to establish regular meetings among entities such as MCBH, LEAs, 911 dispatchers, hospital ER staff, and relevant nonprofit service providers that respond to individuals with mental health difficulties by July 31, 2024.
- R4. The Salinas Police Chief and the Monterey County Sheriff prioritize the completion of an annual training needs assessment and plan by no later than July 31, 2024, and by the end of each fiscal year thereafter.
- R5. The Salinas Police Department and Monterey County Sheriff's Office conspicuously post all current standards, policies, practices, operating procedures, and education and training materials to their websites by June 30, 2024.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code Sections 933 and 933.05:

From the following governing bodies within 90 days of the publication of this report:

- Monterey County Board of Supervisors
 - Findings: F1-F5
 - Recommendations: R1-R5
- Salinas City Council
 - Findings: F1 and F3-F5
 - Recommendations: R1 and R3-R5

From the following individuals within 60 days of the publication of this report:

- Monterey County Sheriff
 - Findings: F1 and F3-F5
 - Recommendations: R1 and R3-R5

INVITED RESPONSES

From the following individuals:

- Chief of Police, Salinas Police Department
 - Findings: F4-F5
 - Recommendations: R4-R5

- Monterey County Chief of Behavioral Health
 - Findings: F1-F3
 - Recommendations: R1-R3

- Monterey County Director of Health
 - Findings: F1-F3
 - Recommendations: R1-R3

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

GLOSSARY & ACRONYMS

CGJ	Civil Grand Jury
CIT	Crisis Intervention Training
LEAs	Law Enforcement Agencies
FTO	Field Training Officer
MCBH	Monterey County Behavioral Health Department
MCHD	Monterey County Health Department
MCRT	Mobile Crisis Response Teams
MCSO	Monterey County Sheriff's Office
POST	Police Officer Standards and Training
SMWG	Sierra Mental Wellness Group
SPD	Salinas Police Department

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South Bay Regional Public Safety Training Academy, Basic Police Academy

https://theacademy.ca.gov/basic_police_academy/

Crisis Intervention Team International (CIT)

<https://www.citinternational.org/>

Monterey County Sheriff's Department Policy Manual

https://montereysheriff.org/wp-content/uploads/2023/09/policy_manual_2023-09-27.pdf

Salinas Police Department Policy Manual

https://salinaspd.org/wp-content/uploads/2023/08/California_LE_Policy-Manual_Updates_August_2023.pdf

Senate Bill 978

<https://legiscan.com/CA/text/SB978/id/1821983>

Medi-Cal Mobile Crisis Services Benefit Implementation Plan. Proposed launch date:
12/31/23

<https://www.co.monterey.ca.us/home/showpublisheddocument/126955/638345100682470000>

Stepping Up Monterey County System Mapping Project, Council of State Governments
Justice Center, June 2021

<https://csgjusticecenter.org/publications/stepping-up-monterey-county-system-mapping-project/>

California Department of Justice Statistics, Open Justice

<https://openjustice.doj.ca.gov/exploration/crime-statistics/criminal-justice-personnel>

Petaluma Police Department

<https://cityofpetaluma.org/police-training-records/>

APPENDIX

Mobile Crisis Team Expansion Services Flyer

Monterey County System Map from The Mapping Project

DISCLAIMER

Unless otherwise noted, all photographs in this report are license free stock images.

Expansion of Mobile Crisis Services

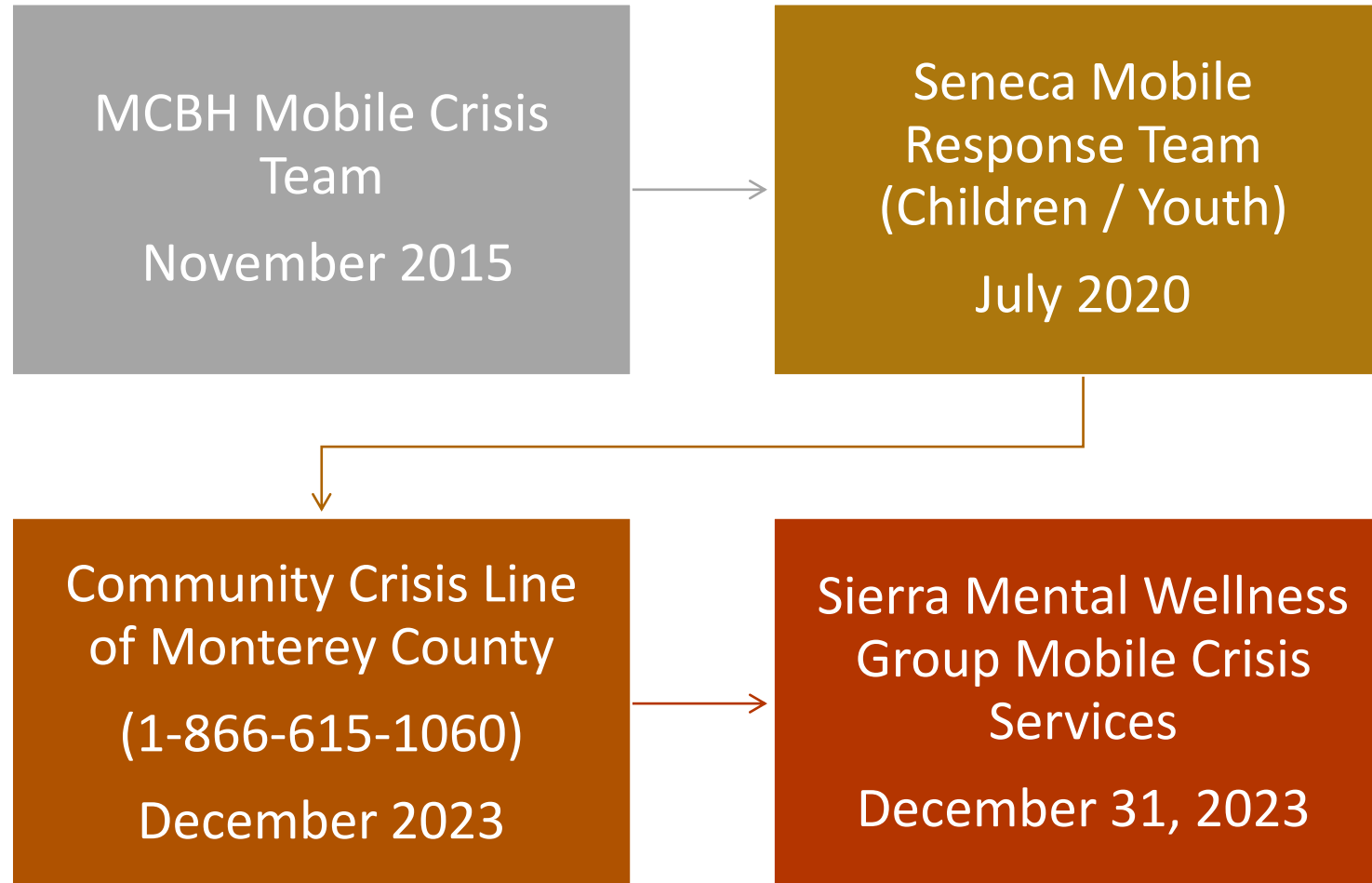


January 2024



MONTEREY
COUNTY
BEHAVIORAL
HEALTH
*Avanzando Juntos
Forward Together*

Path to 24/7 mobile crisis services in Monterey County



Línea de Crisis Comunitaria del Condado de Monterey

brinda apoyo emocional gratuito y confidencial
a personas en crisis suicida o angustia
emocional 24 horas al día, 7 días a la semana.

Para hablar con alguien, llame ahora al

1-866-615-1060



Llame para ayudarse a sí mismo o a otra persona.



Community Crisis Line of Monterey County

provides free and confidential emotional
support to people in suicidal crisis or emotional
distress 24 hours a day, 7 days a week.

To talk to someone now call

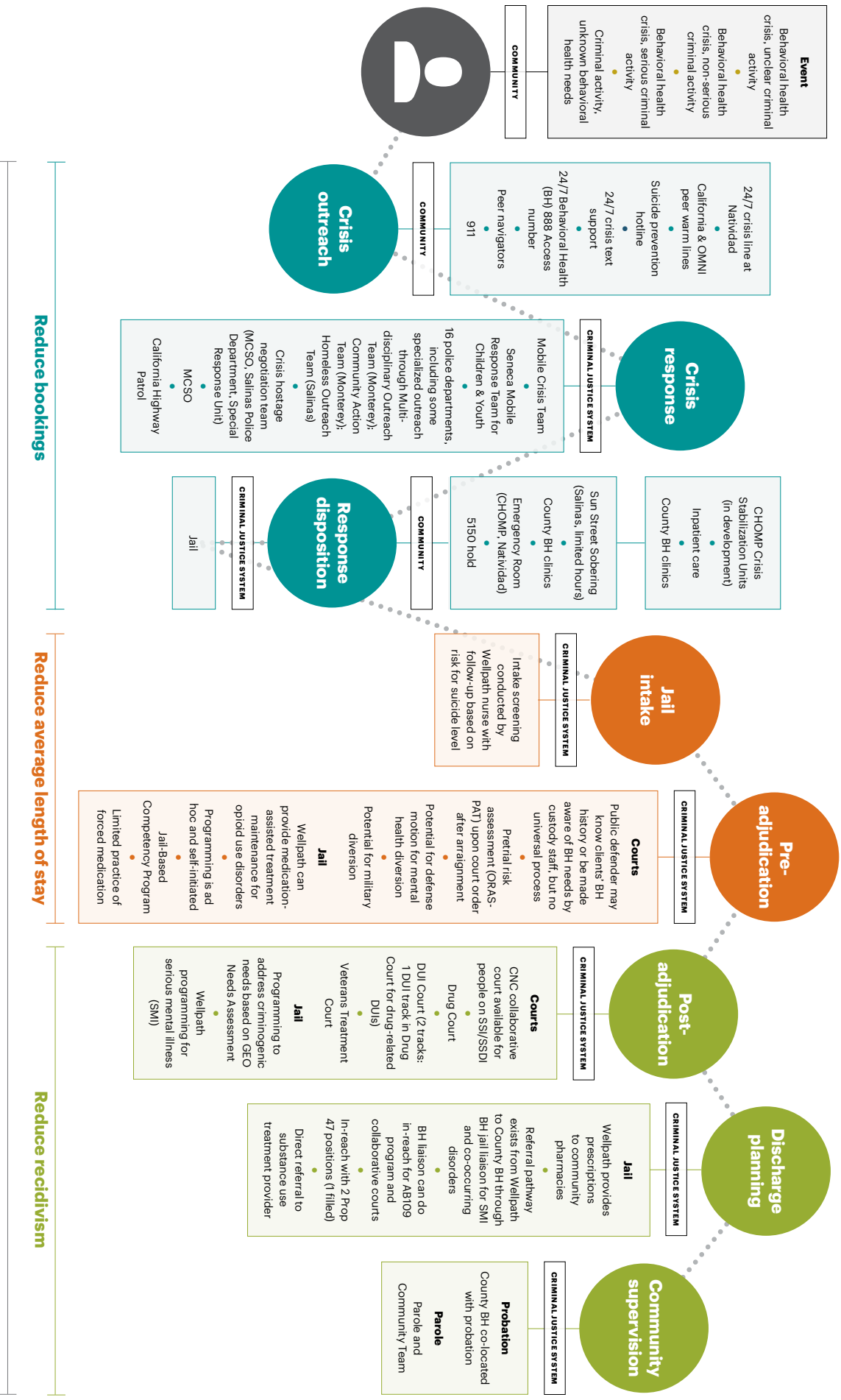
1-866-615-1060



Call to help yourself or someone else.



Fig. 2. Monterey County System Map



Salinas Police Department Training Plan

Purpose

The Salinas Police Department administers a training program that provides for the professional growth and continued development of its personnel in compliance with the Training Policy.

Philosophy

In addition to the philosophy described in the Training Policy, the Salinas Police Department recognizes police training is an ever-evolving topic. The need for an adaptable plan that pivots with regular legislative changes and available resources is paramount to a contemporary program. The Salinas Police Department strives for a 100% completion rate of mandatory training and encourages department members to participate in additional training that enhances performance and service delivery.

Definitions

CPT – Continuing Professional Training (Prescribed by POST) that occurs during a biennial cycle.

Critical Issues Training – Training that is not required but could have a significant impact to police service quality and/or delivery.

In-House Training– Training that is conducted by Salinas Police Personnel either at the Salinas Police Department or other sanctioned training site.

Legislative Changes – New or changing laws that affect police training requirements.

POST – California Commission on Peace Officer Standards and Training

PSP – Perishable Skills Program (prescribed by POST) that occurs during a biennial cycle.

State Mandated Training – Training required by the California State Assembly or State Senate that is incorporated into law.

Training Plan

Training needs are assessed by content that is required and/or recommended for each member based on rank and assignment. Additionally, the Training Sergeant should:

- a) Review legislative changes taking effect during the calendar year and ensure appropriate training is disseminated through an appropriate means such as:
 1. Training Bulletin
 2. Advising SME or certified trainer for the subject area to add the content to training materials.
 3. Coordinate other appropriate means of meeting the training requirements.

Salinas Police Department Training Plan

- b) Monitor state mandated training such as CPT and PSP topics and ensure they are scheduled throughout the biennial training period, taking into consideration available shift schedule structure to maximize opportunities with minimal impact to staffing levels.
- c) Critical Issues Training
 - 1. Incorporate Critical Issues Training into the biennial training cycle as the schedule allows.
 - 2. Identify external instructors and host critical training at the Salinas Police Department to reduce training costs.
 - 3. Monitor and disseminate external critical training opportunities through the training request process.

Training Sergeant Responsibilities

In addition to the provisions of the Training Policy, the Training Sergeant should on an annual basis:

- a) Facilitate an annual internal training needs assessment by:
 - 1. Soliciting input from Executive Staff, Command Staff, and Supervisors.
 - 2. Evaluate current events and agency trends to identify training-based solutions.
- b) Review POST guidelines for mandated training changes and additions, ensuring compliance with requirements contained in the Training Policy.
- c) Update this document annually with the date of:
 - 1. Needs assessment completion
 - 2. Training plan review completion
- d) Within the constraints of scheduling and available training opportunities, plan and schedule all mandatory in-house training to ensure all members of the department are afforded the opportunity to complete POST mandated PSP and CPT training.

The training Sergeant regular and ongoing duties include:

- a) Monitor and adjust ongoing CPT and PSP training progress to facilitate successful delivery of training in conjunction with operational needs of the department.
- b) Monitor promotions that impact mandatory training requirements.
- c) Review and assess all individual training requests submitted by department members, forwarding those recommendations to the Chief of Police or designee through the Chain of Command, with the following considerations:
 - 1. Impact to minimum staffing requirements and associated backfill costs.
 - 2. Training budget status.
 - 3. An evaluation of whether the training is:
 - i. Statutorily mandatory
 - ii. Recommended and would greatly enhance performance
 - iii. Optional; career or operational enhancing training

Salinas Police Department Training Plan

Supervisor and Administrator Responsibilities

All personnel in a promoted rank have the responsibility to ensure subordinates under their command adhere to the training policy and attend scheduled training. Additionally, supervisors and administrators should:

- a) Monitor subordinate promotions and operational assignment changes that affect mandatory training requirements.
- b) Facilitate training requests to the Training Unit.
- c) Regularly evaluate community needs and agency trends to identify content for the annual needs assessment.

Resources

The Salinas Police Department partners with the South Bay Regional Training Consortium to supply and track POST approved training and lesson plans.

The following resources should be reviewed annually as part of the Training Needs Assessment and Training Plan review:

<https://post.ca.gov/Training>

<https://post.ca.gov/Training-by-Occupation>

<https://post.ca.gov/Publication-List>

<https://post.ca.gov/Laws-Policies>

<https://post.ca.gov/bulletins>

<https://post.ca.gov/POST-Regulations>

<https://post.ca.gov/Regulatory-Actions>

<https://post.ca.gov/Status-of-Current-Legislation>

November 12, 2024

Monterey County Civil Grand Jury
Attention: Doug Smith, Foreperson
P.O. Box 414
Salinas, CA 93902

Re: Updated Responses of the City of Salinas to the 2023-2024 Monterey County Civil Grand Jury Final Report – “Monterey County’s Response to Community Members Experiencing a Mental Health Crisis”

Dear Mr. Doug Smith:

I am responding to your inquiry dated October 3, 2024, regarding updates to the City’s response to the Findings and Recommendations of the 2023-2024 Monterey County Civil Grand Jury Final Report.

As requested by the Civil Grand Jury, the City of Salinas respectfully submits the following updated responses to Recommendations Four and Five identified in the Final Report.

Recommendation 4. The Salinas Police Chief and the Monterey County Sheriff prioritize the completion of an annual training needs assessment and plan by no later than July 31, 2024, and by the end of each fiscal year thereafter.

Response:

The City agrees with this recommendation, and as of July 31, 2024, an annual training needs assessment and plan will be implemented and posted on the Salinas Police Department website.

Further Response:

The recommendation has been implemented. Training documents are consistently uploaded and posted on the Salinas Police Department’s website. The process is continuous and streamlined, with documents uploaded and posted once a staff member completes the training. The enclosed Salinas Police Department Training Plan is posted on the Department’s public website.

Recommendation 5. The Salinas Police Department and Monterey County Sheriff’s Office conspicuously post all current standards, policies, practices, operating procedures, and education and training materials to their websites by June 30, 2024.

Doug Smith, Foreperson

Re: City of Salinas's Updated Responses to Monterey County Civil Grand Jury

Page 2 of 2

Response:

The City agrees with this recommendation and as of June 30, 2024, such record will be posted conspicuously on the Salinas Police Department website.

Further Response:

The recommendation has been implemented. All current standards, policies, practices, operating procedures, and education and training materials have been conspicuously posted on the Salinas Police Department's website. This is a continual process as new legislation and case law frequently change, leading to regular modifications to these policies and procedures.

The current Salinas Police Department Policy Manual, revised March 18, 2024, is posted on the Department's public website, and includes the enclosed policy on Crisis Intervention Incidents.

Salinas Police Officers are currently participating in a mandatory two-hour Critical Incident Training (CIT) updated course that began on September 19, 2024. Upon completion, all Salinas Police Officers will receive updated CIT training taught by experts from Monterey County Behavioral Health.

The training provides officers with strategic communications skills required in the Peace Officer Standards and Training (POST) Perishable Skills Training Program. The intent of the training is to improve officers' ability to generate voluntary compliance through the art of persuasion and utilizing the tools of interpersonal and tactical communication. The training covers practical strategic communications skills for in-service personnel. It also includes additional information, skills and tactics related to Crisis Intervention, Community Resources, and the application of Critical Decision-Making elements.

This updated training ensures that critical incident training is not only a part of the overall training plan but is also deeply embedded in daily operations, through policy updates and practical, scenario-based learning.

Respectfully submitted,

Kimbley Craig
Mayor

Enclosures:

Salinas Police Department Training Plan

Salinas Police Department Policy 465 (Crisis Intervention Incidents)

Cc: City Manager

City Attorney

Police Chief



City of Salinas

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

Legislation Text

File #: ID#24-600, **Version:** 1

Ordinance Amending Section 28-14 of the Salinas Municipal Code related to General Regulations Governing the Use of Parks, Recreation areas and Facilities.

Adopt an Ordinance amending Section 28-14 of the Salinas Municipal Code related to General Regulations Governing the Use of Parks, Recreation areas and Facilities.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: OCTOBER 22, 2024
DEPARTMENT: LIBRARY & COMMUNITY SERVICES
FROM: KRISTAN LUNDQUIST, DIRECTOR
TITLE: AN ORDINANCE AMENDING SECTION 28-14 OF THE SALINAS MUNICIPAL CODE RELATED TO GENERAL REGULATIONS GOVERNING THE USE OF PARKS, RECREATION AREAS AND FACILITIES

RECOMMENDED MOTION:

A motion recommending that the Salinas City Council adopt an Ordinance amending Section 28-14 of the Salinas Municipal Code related to General Regulations Governing the Use of Parks, Recreation areas and Facilities.

EXECUTIVE SUMMARY:

In an effort to address concerns regarding the use of the parking lots at various Recreation-Park facilities and use of parks for campaign-related activities, staff recommends an update to Section 28-14 of the Salinas Municipal Code.

BACKGROUND:

Chapter 28 of the Salinas Municipal Code was established in 1956 to govern the use of Recreation and Parks Services in the City of Salinas. Since that time, the Ordinance has been updated as needed to address emerging issues relating to operations of the Recreation-Park Department. The last update was approved in 2009 and amended Sec. 28-14 (b) which prohibits the use of fireworks in parks, recreation areas or facilities. In effort to address concerns regarding the use of the parking lots at various Recreation-Park facilities and use of parks for campaign-related activities, staff recommend the following update to the Salinas Municipal Code.

Parking Lot Use

The City has eleven (11) Recreation-Park facilities that have parking lots including seven (7) adjacent to park facilities. Of the 7 parking lots located at park facilities, 4 have gates which provide the ability for the parking lot to be closed outside of regular park hours. These locations include: El Dorado Community Park, McKinnon Neighborhood Park, Monte Bella Community Park, and Sherwood Community Park. While these parks have gates, the use of the gates varies by neighborhood and a variety of factors. In some locations, safety and security necessitates the closure of the parking lots. This can be problematic when unattended vehicles are parked in the

parking lots when staff or contractors attempt to close the lots. In an effort to address unattended vehicles left in a parking lot, staff is seeking to add language to the Ordinance regarding the use of parking lots. This will provide for the ability to tow unattended vehicles parking in the parking lots outside of the park hours (dawn to dusk).

Campaign-Related Activities and Signs

Another addition is guidance related to the placement of noncommercial signs and park use in conjunction with a primary or general election. Currently, Salinas Municipal Code and state law prohibits the placement of temporary noncommercial message signs including but not limited to campaign signs on any city property, buildings, right-of-way, utility poles, streetlights, street signs, trees, sidewalks or median islands, parks, or any other public area. However, the use of a City facility such as the open space between City Hall and the Rotunda or a city park that is an equally available to all candidates and in use for campaign-related activity as a public forum is allowed. When a park or open space is available for campaign-related activity, all campaign signs and material must be removed following the completion of the campaign-related activity or event.

There are other minor non-substantive changes clarifying four other sections.

The Ordinance update was presented to the Library & Community Services Commission on September 11, 2024. The Commission had concerns regarding cost impacts to residents whose vehicles may be towed, creating a city-wide policy to address one neighborhood concern about parking lots, and felt the Ordinance should be looked at holistically and make necessary changes. In addition, the Commission felt it was important that the community be educated about the changes. Ultimately, the Commission voted to table the item so that staff could do additional work. The Commission also committed to submitting their suggested changes by one week from the September 11, 2024, meeting.

Staff received suggested changes from the Commission. After review, staff has incorporated changes to the draft Ordinance to address these suggestions.

The Ordinance update was scheduled to go before the LCS Commission again on October 9, 2024, however, this meeting was cancelled due to lack of quorum. Nevertheless, in continuing effort to improve the access and management of our parks, staff felt it was important to bring this to your Council before the next LCS Commission meeting.

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:

This ordinance update supports the following strategic goals:

- Youth and Seniors
- Public Safety

DEPARTMENTAL COORDINATION:

Library & Community Services Department staff coordinated with the City Attorney, City Clerk and Police Department on this update.

FISCAL AND SUSTAINABILITY IMPACT:

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

ATTACHMENTS:

Draft Ordinance

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

**AN ORDINANCE AMENDING SECTION 28-14 OF THE SALINAS MUNICIPAL CODE
RELATED TO GENERAL REGULATIONS GOVERNING THE USE OF PARKS,
RECREATION AREAS AND FACILITIES**

City Attorney Impartial Analysis

This Ordinance amends section 28-14 of the Salinas Municipal Code related to the parking of vehicles in park facility parking lots. This Ordinance would allow for the removal of vehicles parked in such parking lots after the park's operating hours. This Ordinance would also establish requirements for the removal of non-commercial signs, including campaign signs, from parks following an election. This ordinance also includes non-substantive amendments to provide clarity on provisions of section 28-14.

WHEREAS, Chapter 28 of the Salinas Municipal Code was established in 1956 to govern the use of Recreation and Park Services in the City of Salinas (Ordinance No. 872 (N.C.S.); and

WHEREAS, Chapter 28 of the Salinas Municipal Code has been amended 5 subsequent times; and

WHEREAS, staff recommends amending Chapter 28 in order to address concerns relating to the use of parking lots at various Recreation-Park facilities, use of parks for campaign related activities and other minor changes.

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

SECTION 28-14 of the Salinas Municipal Code is hereby amended to read as follow:

Sec. 28-14. General regulations governing the use of parks, recreation areas or facilities.

It is hereby declared to be unlawful for any person to do or to cause or to permit to be done any of the acts hereinafter specified within the limits of any park, recreation area, or facility within the city of Salinas:

- (a) Loose Animals. To lead or let loose any animal or fowl; provided, that the prohibitions of this section shall not apply to animals which may be brought into the park or upon the grounds for any of the following purposes:
 - (1) Exhibit, such as dog shows and the like;
 - (2) Those portions of any park specifically set aside for riding schools or rodeo purposes; or
 - (3) Those portions of any park specifically set aside for dogs and their owners, and pursuant to the terms and conditions for such use, as adopted by resolution of the council.

For the purposes of this section and any resolutions adopted to affect the purposes of this section, the term "owner" means any person having charge or control of a dog or any other animal.

- (b) Firearms and Fireworks. To carry or bring therein any firearms, airguns, slingshots, rockets, torpedoes, or any other fireworks of any type.
- (c) Fires. To make campfires in any other places than in stoves or pits provided by the recreation-park department; provided, however, that the director of recreation and parks may issue special permits for fires in such places or locations as may be deemed safe or which do not interfere with the public welfare.
- (d) Removing Grass, Flowers, Sand, etc. To cut or remove any wood, turf, grass, rock, flowers, trees, shrubs, sand, or gravel, except by permit from the director of recreation and parks.
- (e) Destroying, etc., Athletic or Playground Equipment. To remove, damage, or destroy any athletic or playground equipment or paraphernalia, provided therefor by the recreation-park department, reasonable wear thereto excepted.
- (f) Harming Birds or Animals. To wound, kill, or catch, feed, or attempt to wound, kill, or catch, or feed any bird or animal.
- (g) Boisterous, Indecent, etc., Conduct or Language. To indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane, or indecent language, or operate any radio or musical instrument in such a manner as to disturb in any manner any picnic, meeting, services, concert, exercise, or exhibition.
- (h) Camping. To camp or lodge in any park or upon the grounds above except in the following instances:
 - (1) By special permit issued by the city; or
 - (2) Persons may camp in self-contained recreational vehicles only at the roadside rest area at the Sherwood Rodeo Regional Recreation Area for a single stay of not more than twenty-four hours in any seven-day period.

For the purposes of this subsection, the term "single stay" is defined as beginning at the time the vehicle is first parked at the rest area and ending twenty-four hours after the time the vehicle is first parked irrespective of whether the vehicle is temporarily removed from the rest area during the twenty-four period.

For the purposes of this subsection, the term "self-contained recreational vehicle" is defined as any vehicle intended for temporary human habitation and in which a sanitary toilet facility for urination and defecation and the sanitary storage of such human waste is an integral, working, and useable component of the vehicle that is contained completely within the vehicle.

- (i) Riding Animals, etc., on Footpaths. To ride or bring any horse or other animal or to propel any vehicle, cycle, or automobile on any foot paths or elsewhere than on roads, bridle paths, or drives provided for such purpose.
- (j) Loudspeakers; Radios. To operate or use any loudspeaker or loud speaking sound amplifying device in any public park unless by written permission of the director of

recreation and parks first obtained; provided, however, that nothing herein contained shall be construed as preventing the use of small portable radios when used for the purpose of receiving programs broadcast from regularly authorized and licensed broadcasting stations, but in no event shall such radios be operated at such volume as to disturb or annoy other persons present in such park.

- (k) Peddling. To sell or offer for sale any goods, merchandise, article, or thing whatsoever, without the written consent of the director of recreation and parks, who shall give such consent only upon a satisfactory showing that the conduct of the park or grounds wherein is sought such right to sell or offer for sale justifies such consent in the interest of the public convenience or comfort.
- (l) Soliciting, etc. To practice, carry on, conduct, or solicit for any trade, occupation, business, or profession, without the written consent of the director of recreation and parks, who shall give such consent only upon a satisfactory showing that the conduct of the park or grounds wherein the exercise of such right is sought justifies such consent in the interest of the public convenience or comfort.
- (m) Parking Vehicles. To park any automobile or other vehicle at any place where such parking may be prohibited by order of the director of recreation and parks or the city manager. Places where parking is prohibited shall be designated by appropriate signs.
- (n) Parking Lots. Parking lots are open and available for use consistent with the hours of operations of park and recreation facilities. Vehicles remaining in parking lots outside the hours of operations are subject to towing at the owners' expense.
- (o) Speed of Vehicles. To drive or operate any motor vehicle in excess of fifteen miles per hour in any park.
- (p) Playing Games. To play or engage in any game or contest excepting at such places as shall be especially provided or designated for that purpose.
- (q) Littering. To throw or deposit any bottles, tin cans, broken glass, paper, clothes, sheet iron, rubbish, soil, tree trimmings, refuse, garbage, or debris of any kind, except in places and receptacles provided therefor.
- (r) Removing Signs. To remove from any park equipment, any sign indicating that such equipment is reserved.
- (s) Placement of Signs. To place temporary noncommercial message signs including but not limited to campaign signs in conjunction with a primary or general election.
- (t) Dangerous Matter and Environmental Protection. To bring or cause or permit to be brought into any public park any material including any solid or liquid substance or pollutant into any fountain, pond, stream, riparian corridor or into a drain discharging into such waters, which will, if spilled or spread, be injurious to turf, plant growth or waterway.
- (u) Celebrations, Parades, etc. To hold, conduct, or participate in any celebration, parade, service, or exercise without first obtaining permission so to do from the director of recreation and parks, who shall give such permission only upon a satisfactory showing

that such event is sponsored by a responsible person, organization, firm, or corporation.

- (v) Fees and Permits. To use any park facility for which a charge is now or hereafter may be made by any ordinance of the city, without first having paid the fee required therefor and having received the required permit.
- (w) Use of Toilets. For any male person over eight years of age to enter or use any toilet or water-closet designated "For Women," or for any female person over eight years of age to enter or use any toilet or water-closet designated "For Men."
- (x) Loitering. To loiter or remain in any public park at any time between time posted for closing at night and daylight of the following morning. Parks are open daily from dawn to dusk.
- (y) Bribing Park Employees. To offer gratuitously any money, gift, bribe, or favor to any park employee.
- (z) Driving or Parking on Grass. To park or drive any automobile or motor vehicle on any turf area, except upon occasions when general permission to do so may be given by the director of recreation and parks.
- (aa) Moving Field Equipment. To move or remove from one location to another any part or parts of field equipment.
- (bb) Moving, etc., Maintenance Equipment. To move or remove from one location to another or destroy any equipment used for the upkeep of the park or grounds.
- (cc) Tampering with Water Valves. To open or close any valves pertaining to the water mains in the parks or grounds.
- (dd) Playing Tennis. To play upon any tennis court wearing shoes other than those having vulcanized rubber soles and heels.
- (ee) Doubles Tennis. When any tennis court is in use for singles play and other players are waiting, to refuse to open the court for doubles play at the end of the set then being played.
- (ff) Tennis Tournaments. To use any tennis court or courts for tennis tournaments or other special events of any kind unless permit be first obtained from the recreation and park department.
- (gg) Nonpayment of Admission Fee.
 - (1) To enter or go into, to cause or to assist, or to attempt to cause or assist, any other person to go into, any seat, box, space, enclosure, room, theatre, grandstand, runway, stadium, bath house, plunge, or any other place in the public parks of the city, to which an admission or permit fee or charge is made or charged, unless such person whose entrance is attempted shall have paid the full legal fee or charge made for such entrance as is attempted or gained, prior to entrance or attempted entrance thereon or therein.

- (2) Nothing contained in this subsection shall apply to any person entering any of the places named herein who shall do so by reason of and by the consent or permission of the person or persons in charge of any such place.
- (hh) Using Reserved Facilities. To use any park facility which has been reserved or which is indicated by a sign to have been reserved, without first having received permission from the director of recreation and parks.
- (ii) Interference with Spectators. To do any act which unnecessarily disturbs or interferes with spectators at any event conducted in any park, or to enter any area provided for or occupied by spectators at any such event for the purpose of doing any such act.
- (kk) Ride or use a skateboard, roller skates, roller-blades, in-line skates, bikes or other similar devices at a city skate park facility without wearing safety equipment which shall include a helmet, elbow pads and knee pads. Notwithstanding any other provisions of this section, violation of this subsection (hh) shall be an infraction.
- (ll) Bounce houses. A permit shall be required to place and use a bounce house on city property. The bounce house must be operated pursuant to the permit terms and conditions.

For purposes of this section and any resolutions adopted to affect the purposes of this section, the term "bounce house" meant inflatable recreational equipment containing landing surfaces on which users may jump or bounce, which equipment is intended for outdoor use.

SECTION 2. Compliance with the California Environmental Quality Act. Adoption of this Ordinance is exempt from environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment.

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.

SECTION 5. Publication. Prior to the expiration of fifteen (15) calendar days from the passage thereof, the ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

SECTION 6. Effective Date. This Ordinance shall take effect and be enforced thirty (30) calendar days after the date of its adoption.

PASSED AND ADOPTED on _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

ATTEST:

Patricia M. Barajas, City Clerk



City of Salinas

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

Legislation Text

File #: ID#24-654, **Version:** 1

Workforce Allocation Modification

Approve a Resolution modifying the workforce allocation for one grant funded limited term Community Development Analyst in the Community Development Department.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: NOVEMBER 12, 2024
DEPARTMENTS: HUMAN RESOURCES
FROM: MARINA HORTA-GALLEGOS, HUMAN RESOURCES DIRECTOR
TITLE: WORKFORCE ALLOCATION MODIFICATION

RECOMMENDED MOTION:

A motion to approve a Resolution modifying the workforce allocation for one grant funded limited term Community Development Analyst in the Community Development Department.

EXECUTIVE SUMMARY:

Staff recommends that the City Council approve the attached Resolution modifying the expiration term for one grant funded limited term position in Community Development.

BACKGROUND:

The Community Development Department requests authorization to extend the term for one incumbent limited term Community Development Analyst from November 2024 to June 30, 2025. Extension of the limited term assignment is needed to continue Economic Development administrative and business navigation services.

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:

Government Code §84308/Levine Act does not apply to this item.

STRATEGIC PLAN INITIATIVE:

The proposed action meets the Effective and Culturally Responsive Government Council goal.

DEPARTMENTAL COORDINATION:

The Human Resources Department coordinated with the Community Development Department in this effort.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)*
2911	30.3111-61 - 30.3240.61*	Salaries and Benefits	Approx \$62,495	\$62,495	N/A	12/6/22;22530

*Budget appropriation for the Community Development Analyst – Limited Term position is applied to multiple general ledger accounts in Salaries and Benefits including Divisions 3111, 3115, 3220, and 3240.

ATTACHMENTS:

Resolution

RESOLUTION MODIFYING WORKFORCE ALLOCATION

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the requested limited term appointment for the incumbent Community Development Analyst is extended from November 2024 to June 30, 2025.

PASSED AND APPROVED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



Legislation Text

File #: ID#24-656, Version: 1

- a. **Anticipated Litigation** - Cal. Govt. Code section 54956.9(d)(4), conference with legal counsel regarding potential initiation of litigation (one case).
- b. **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.