

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, April 23, 2024

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Kimbley Craig

Councilmembers:

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

Steve McShane, District 3 - Orlando Osornio, District 4

Andrew Sandoval, District 5 - Anthony Rocha, District 6

Jim Pia, Interim City Manager

Christopher A. Callihan, City Attorney

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

ZOOM WEBINAR PARTICIPATION

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507 473 4847 US +1 564 217 2000 US +1 646 558 8656 US (New York) +1 646 931 3860 US
+1 689 278 1000 US +1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309
205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US**

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If prompted to enter a participant ID, press #.

PLEDGE OF ALLEGIANCE**ROLL CALL****PROCLAMATION**

Small Business Week, April 28 - May 4, 2024.

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.

PUBLIC HEARINGS

[ID#24-215](#)

Fiscal Year 24-25 City-Wide Schedule of Fees and Service Charges Annual

Update

Recommendation: Approve a Resolution authorizing adjustments and additions to the City-Wide Schedule of Fees and Service Charges effective July 1, 2024.

[ID#24-214](#) **City Development Impact Fees Annual Adjustment**

Recommendation: Approve a Resolution increasing the City Development Impact Fees by 2.6% effective July 1, 2024.

[ID#24-216](#) **Sanitary Sewer Development Impact Fee Update**

Recommendation: Approve a Resolution updating the Sanitary Sewer Development Impact Fee to align with the adopted Sanitary Sewer Master Plan Update and AB 602.

[ID#24-220](#) **2023 AB 481 Annual Report, Renewal of Ordinance No. 2657, and Purchase of AB 481 Equipment**

Recommendation: Approve a Resolution to renew Ordinance No. 2657 pertaining to military equipment funding, acquisition, and use, and authorize the direct purchase of AB 481 equipment for a total cost not to exceed \$10,499.11.

STUDY SESSION

[ID#24-190](#) **General Plan Update/Visión Salinas 2040: Public Safety and Health and Environmental Justice Study Session**

Recommendation: No action required. This report presents information to the City Council regarding the Public Safety and Health and Environmental Justice element.

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#24-231](#) **Minutes**

Recommendation: Approve minutes of April 9, 2024.

[ID#24-234](#) **Financial Claims**

Recommendation: Approve financial claims report.

[ID#24-146](#) **Amendment No. 2 to Master Services Agreement with 2nd Nature LLC**

Recommendation: Approve a Resolution authorizing the Interim City Manager to execute Amendment No. 2 to the Master Services Agreement for Professional Services between the City of Salinas and 2nd Nature LLC for NPDES permit compliance support, watershed modeling, ArcGIS field applications, and geospatial data management in an amount not to exceed \$2.5 million for the duration of the Agreement and extending the term of the Agreement until October 1, 2025.

[ID#24-178](#) **Amendment No. 4 to Agreement for Services with Benitez Security Services, Inc.**

Recommendation: Approve a Resolution authorizing the Interim City Manager or designee to execute Amendment No. 4 to Agreement for Services with Benitez Security Services, Inc. increasing the total not to exceed compensation amount to \$1,065,237 and extending the term through June 30, 2024.

ID#24-192 **Annual Maintenance Service Agreement with EnvisionWare, Inc.**

Recommendation: Approve a Resolution authorizing the Interim City Manager to enter into a service agreement with EnvisioinWare, Inc. for annual maintenance of the Library Automated Self-Checkout System in the amount of \$35,732.62.

ID#24-213 **Amendment to the Professional Services Agreement with Wallace Group**

Recommendation: Approve a Resolution approving an Amendment to the Professional Services Agreement between the City of Salinas and Wallace Group for additional scope with revised term and fee schedule for the Wastewater Rate Study for a not-to-exceed amount of \$63,090.00.; and approving the transfers totaling \$80,000 to CIP 9008.

ID#24-218 **Acceptance of Internet Crimes Against Children (ICAC) Grant**

Recommendation: Approve a Resolution authorizing the acceptance of the \$75,000 ICAC Grant and authorize the establishment of the ICAC Grant appropriation and corresponding revenue budget.

ID#24-219 **Direct Purchase of FSIS-II Color Lab System**

Recommendation: Approve a Resolution authorizing the direct purchase of the FSIS-II Color Lab System from Arrowhead Forensics for a total cost not to exceed \$87,623.84.

ID#24-223 **Salinas Police and Fire 2024 Fireworks Enforcement Plan**

Recommendation: Receive and accept the 2024 Fireworks Enforcement Plan.

ID#24-236 **City Hall 1st Floor Build Back Project No. 8170; Change Order No. 3**

Recommendation: Approve a Resolution authorizing the Interim City Manager to execute Change Order No. 3 and related documents to Premier Builders, Inc. for the City Hall 1st Floor Build Back Project No. 8170 in the amount of \$1,259,693; and authorize a \$250,000.00 allowance for construction contingencies for future change orders to the City Hall 1st Floor Build Back Project No. 8170; and approve reallocation of American Rescue Plan Act funds (ARPA), in the amount of \$800,000.00 to Adaptations to City Hall Project No. 8170.

ID#24-237 **Modification to Classification-Salary Schedule**

Recommendation: Approve a Resolution modifying the Classification - Salary Schedule to retitle the Environmental Resources Planner classification.

ID#24-238 **Second Amendment to the Agreement with Accountancy Corporation, DBA Maze & Associates for Accounting Services**

Recommendation: Approve a Resolution authorizing the Interim City Manager to execute a Second Amendment to the Professional Services Agreement with Accountancy Corporation, dba. Maze and Associates for accounting and financial reporting services to increase the maximum compensation from \$75,000 to \$200,000.

ID#24-239 **Amendment No. 1 to the Agreement for Services with Kysmet Security & Patrol, Inc.**

Recommendation: Approve a Resolution approving Amendment No. 1 to the Agreement for Services between the City of Salinas and Kysment Security & Patrol, Inc. to include security services at Monte Bella Community Park for a 60-day pilot program in an amount not to exceed \$85,000 and authorize the Interim City Manager to enter into the Amendment on behalf of the City.

6:30 P.M. CLOSED SESSION

*Receive public communications from the audience on Closed session items.
The City Council will recess to closed session at 6:30 p.m. pursuant to:*

[ID#24-212](#)

- a. **Anticipated Litigation** - California Government Code Section 54956.9(e)(1), conference with legal counsel regarding significant exposure to litigation (3 cases).
- b. **Existing Litigation** - California Government Code Section 54956.9, conference with legal counsel regarding, *Robert Durst vs. City of Salinas*, Workers' Compensation Appeals Board Case Number(s): ADJ14890281.

THE CITY COUNCIL WILL RECONVENE IN THE ROTUNDA AT 7:30 P.M.

PUBLIC DISCLOSURE

Receive closed session announcements pursuant to California Government Code section 54957.1.

7:30 P.M. CONSIDERATION

[ID#24-232](#)

Salinas City Council District 3 Vacancy

Recommendation: Provide direction to the City Manager, City Attorney, and City Clerk with regard to the City Council District 3 vacancy.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

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

ADJOURNMENT

Patricia M. Barajas, City Clerk

AGENDA MATERIAL / ADDENDUM

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

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

PUBLIC NOTIFICATION

This agenda was posted on April 19, 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>.



City of Salinas

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Legislation Text

File #: ID#24-215, **Version:** 1

Fiscal Year 24-25 City-Wide Schedule of Fees and Service Charges Annual Update

Approve a Resolution authorizing adjustments and additions to the City-Wide Schedule of Fees and Service Charges effective July 1, 2024.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: FINANCE

FROM: ABE PEDROZA, SENIOR FINANCE MANAGEMENT ANALYST
SELINA ANDREWS, ASSISTANT FINANCE DIRECTOR

TITLE: FISCAL YEAR 24-25 CITY-WIDE SCHEDULE OF FEES AND
SERVICE CHARGES ANNUAL UPDATE

RECOMMENDATION:

A motion to approve a Resolution authorizing adjustments and additions to the City-Wide Schedule of Fees and Service Charges effective July 1, 2024.

EXECUTIVE SUMMARY:

Each year, the City's fee schedule is reviewed and adjusted by each department, as applicable, to ensure fees and charges keep pace with inflation, providing full recovery of City service costs. The updated Schedule of Fees and Charges will be effective 60 days after City Council adoption and will begin July 1, 2024.

BACKGROUND:

Pursuant to Article XIII B of the California Constitution and Chapter 11B of the Salinas Municipal Code, fees for governmental services may be charged to recover all costs reasonably borne in providing all regulation, products, or services. Costs reasonably borne are defined in City Code Section 11B-3 as a) all applicable direct costs; b) all applicable indirect costs; c) fixed assets recovery expenses (depreciation); d) general overhead; e) departmental overhead; f) debt service costs; and g) costs for necessary public services.

City Code Section 11B - Fee and Service Charge Revenue

Chapter 11B of the Salinas Municipal Code provides for adjustments to existing City fee/service charge revenue based upon increases provided in the Consumers Price Index (CPI) – All Urban Consumers for the San Francisco, Oakland, and San Jose areas. Such adjustments are presented to City Council for adoption by resolution.

Study by Willdan Financial Services

In October 2015, City Council adopted an updated Fee Schedule based on a Comprehensive Fee Study prepared by Willdan Financial Services. Willdan analyzed a variety of factors, ultimately quantifying the full cost incurred by the City in providing the respective services. The recommended fee amount was then established to achieve as close to full cost recovery as possible. A number of factors prevented full cost recovery from being attained for certain fees, including mandated fee amounts, industry averages, and full cost recovery amounts that were either exceedingly high and/or varied greatly from the prior established fee. The resulting adopted fee schedule, effective January 1, 2016, is the basis for which the current CPI increase was calculated.

DISCUSSION:

Consumer Price Index

The Consumers Price Index (CPI)¹ – All Urban Consumers for the San Francisco – Oakland – Oakland, CA areas increased 3.7% in calendar year 2023. Staff, therefore, recommends City fees and service charges be increased 3.7% effective July 1, 2024.

While staff recommends most City fees be increased by 3.7%, some exceptions exist. Specifically, fifty-one fees are mandated by various regulations, cannot increase, and are identified in the “Notes” column of the attachment. As a result of a joint operations agreement, sixty-eight Animal Shelter fees were not increased to align with Monterey County. Department discretion was considered on a case-by-case basis, resulting in fourteen fees either remaining unchanged or decreasing and are identified in the “Notes” and “Recommended” columns of the attachment. Further, departments recommended six fees be increased at an amount other than the CPI and are identified accordingly. Lastly, seven new fees are being proposed and are identified in the narrative below and on the attachment.

Finance Committee Recommendations & Outreach

At the April 9, 2024, Finance Committee meeting, committee members supported staff’s recommended 3.7% increase per the CPI. Staff will ultimately adjust the fee schedule at the rate determined by City Council, but cannot exceed the established index factor, which in this case, is the CPI.

Consistent with previous years, outreach was conducted with the Salinas Valley Chamber of Commerce, SUBA, and the Non-Profit Alliance of Monterey County. The City confirmed receipt of communication and did not receive any notice of objections or issue regarding the proposed fee schedule for next year.

¹ https://data.bls.gov/timeseries/CUURS49BSA0&output_view=pct_12mths

Attachment – FY 24-25 City-Wide Schedule of Fees and Service Charges

Finance & Administration

Recommendation includes a 3.7% CPI increase.

Cannabis

Recommendation includes a 3.7% CPI increase.

Planning

Recommendation includes a 3.7% CPI increase.

Maintenance

Recommendation includes a 3.7% CPI increase.

Public Works

Recommendation includes a 3.7% CPI increase.

Two new fees are being proposed, are identified in the Public Works section of the attachment and are consistent with similar City of Salinas existing fees. Eight fees did not increase as the department determined the existing amount was sufficient for full cost recovery while one fee increased at an amount greater than the CPI to account for additional services offered.

Airport

Recommendation includes a 3.7% CPI increase.

Fire

Recommendation includes a 3.7% CPI increase.

Police

Recommendation includes a 3.7% CPI increase.

Animal Shelter

Fees were not adjusted to align with Monterey County per joint operations agreement.

Library

Recommendation includes a 3.7% CPI increase.

Four fees did not increase as the department determined the existing amount was sufficient for full cost recovery.

Recreation

Recommendation includes a 3.7% CPI increase. One fee was added at an amount equivalent to staff time.

Building-Permit Center

Recommendation includes a 3.7% CPI increase.

Four new fees are being proposed, identified in the Building-Permit section of the attachment, and are consistent with local jurisdictions and/or similar City of Salinas existing fees. One fee decreased and three fees increased to amounts determined by the department to be necessary for full cost recovery.

Code Enforcement

Recommendation includes a 3.7% CPI increase. Two fees increased at an amount other than the CPI to better align with similar City of Salinas existing fees.

Housing

Recommendation includes a 2.6% Engineering News-Record Construction Cost Index increase as stipulated in the Inclusionary Housing Ordinance. One fee was not increased at this time.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

Updating the City-wide Schedule of Fees and Service Charges supports the City of Salinas Strategic Plan 2023-2025 goals of Effective Government.

DEPARTMENTAL COORDINATION:

Preparation of the City-Wide Schedule of Fees and Service Charges required communication with all departments.

FISCAL AND SUSTAINABILITY IMPACT:

New and increased fees and service charges are an integral part of the City Council's budget-balancing solutions, as these revenues recover the cost of the services being provided. Increased annual revenue associated with the recommended fees and service charge adjustments based on the CPI (3.7%) is estimated to be approximately \$125,000. These fee increases will be included in Fiscal Year 24-25 estimated revenue projections.

ATTACHMENTS:

Resolution
FY 24-25 City-Wide Schedule of Fees and Service Charges
Schedule of Fees & Service Charges Annual Update PowerPoint

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

**A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND SERVICE CHARGES
TO RECOVER ALL COSTS REASONABLY BORNE IN PROVIDING ALL
REGULATION PRODUCTS OR SERVICES BY THE CITY OF SALINAS**

WHEREAS, on April 23, 2024, the Salinas City Council held a duly noticed public hearing to consider proposed amendments on cost recovery fees and service charges; and

WHEREAS, the City Council has considered the proposed increases in the current schedule of fees and service charges for cost recovery in providing all regulation, products or services pursuant to Section 11-B of the Salinas Municipal Code; and

WHEREAS, Section 9-42 (b) of the Salinas City Code regarding development impact fees allows the development fees to be adjusted annually with the percentage change in the ENR Index from January 1 to January 1 of the preceding year; and

NOW, THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL that the City Council hereby adopts the attached schedule of fees and service charges attached as “FY 24-25 City-Wide Schedule of Fees and Service Charges”, specifically identified in the column entitled “Recommended Fees Effective 7/1/24” and incorporated into this resolution by reference, effective July 1, 2024.

PASSED AND APPROVED this 23rd day of April 2024, by the following votes:

AYES:

NOES:

ABSENT:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
July 1, 2024

NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
FINANCE & ADMINISTRATION									
6801.50.5446-52.5070		Parking Garage Permits	Monterey Street Parking Garage	per hour	\$ 1.25		\$ 1.25		District rates calculated and approved by Council separately
6801.50.5446-52.5040		Parking Garage Permits	Monterey Street Parking Garage	per month	\$ 50.00		\$ 50.00		District rates calculated and approved by Council separately
6801.50.5446-52.5020		Parking Garage Permits	Salinas Street Garage	per month	\$ 40.00		\$ 40.00		District rates calculated and approved by Council separately
6801.50.5446-52.5010		Parking Lot Permits	Parking Lots 5 & 8	per month	\$ 55.00		\$ 55.00		District rates calculated and approved by Council separately
6801.50.5446-52.5010/5011		Parking Garage Permits	Parking Lot 12	per month	\$ 40.00		\$ 40.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Annual Residential Permit (first and second)	each	\$ 25.00		\$ 25.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Annual Residential Permit (third)	each	\$ 20.00		\$ 20.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Annual Residential Permit (fourth)	each	\$ 15.00		\$ 15.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Annual Residential Permit (fifth and sixth)	each	\$ 10.00		\$ 10.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Annual Guest Permit	each	\$ 30.00		\$ 30.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Daily Guest Permit (first ten)	each	\$ 5.00		\$ 5.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Daily Guest Permit (eleventh to twenty-fifth)	each	\$ 10.00		\$ 10.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Re-issuance of Annual Residential Permit	each	\$ 15.00		\$ 15.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Re-issuance of Annual Guest Permit (first time)	each	\$ 18.00		\$ 18.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Re-issuance of Annual Guest Permit (second time)	each	\$ 36.00		\$ 36.00		District rates calculated and approved by Council separately
6802.50.5447-52.5060		Residential Permit Parking Program	District 3A Re-issuance of Annual Guest Permit (third and all subsequent times)	each	\$ 54.00		\$ 54.00		District rates calculated and approved by Council separately
1000.20.2030-52.5030		Finance	Garage Sale Permits		\$ 14.50	\$ 15.04	\$ 15.00		
1000.20.2034-56.2010		Finance	Bus License Application Fees	per application	\$ 6.25	\$ 6.48	\$ 6.50		
1000.20.2030-56.8040		Finance	TEFRA Hearing Fee (Conduit Bond Issues)	per hearing	\$ 1,470.50	\$ 1,524.91	\$ 1,525.00		
1000.00.0000-56.8020		Finance/Administration	COBRA Administration Fee % of premium		\$ 13.25	\$ 13.74	\$ 13.75		
1000.20.2034-56.2030		Finance	Credit Card Convenience Fee		Pass-through		Pass-through	Pass-through fee - 3% of total	
1000.00.0000-57.8080		Finance	Late Charge for past due A/R-per month		3% per month		3% per month	Penalty	
1000.40.4130-56.4161		Finance	Tobacco Retailer Fee		\$ 384.00		\$ 384.00	Fee charged by Monterey County	Fee must match Monterey County (\$384.00 amount subject to change to match approved Monterey County fee)
1000.20.2031-56.2020		Returned Check Fees	For the first returned check		\$ 25.00		\$ 25.00	Per Civil Code 1719	Fee amount regulated by mandate, cannot increase
1000.20.2031-56.2020		Returned Check Fees	For each subsequent returned check		\$ 35.00		\$ 35.00	Plus any additional charges per Civil Code 1719	Fee amount regulated by mandate, cannot increase
1000.12.1120-56.8030		Sale of Printed Material	Budget or Audit Report	per report	\$ 38.00	\$ 39.41	\$ 39.50		
1000.12.1120-56.8030		Sale of Printed Material	Business License Reports (List of Businesses)	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	Business License Verification	per license	\$ 2.50	\$ 2.59	\$ 2.50		
1000.12.1120-56.8030		Sale of Printed Material	Duplicate Business License	per license	\$ 2.50	\$ 2.59	\$ 2.50		
1000.12.1120-56.8030		Sale of Printed Material	Business License Change	per license	\$ 5.00		\$ 5.00		Fee amount per Ordinance, cannot increase
1000.00.0000-56.8060		Copying Fees	Copy Per page		\$ 0.25	\$ 0.26	\$ 0.25		
1000.00.0000-56.8060		Copying Fees	DVD/CD		\$ 17.50	\$ 18.15	\$ 18.25		
1000.00.0000-56.8060		Copying Fees	Fax-per page		\$3.25 doc & 0.25/page		\$3.25 doc & 0.25/page		
1000.00.0000-56.8060		Copying Fees	Scanning/E-mailing Document-per page		\$2.20 doc & 0.25/page		\$2.20 doc & 0.25/page		
1000.00.0000-56.8060		Copying Fees	Campaign & Economic Strmts-per page		\$ 0.10		\$ 0.10	FPPC Regulated	Fee amount regulated by mandate, cannot increase
1000.12.1120-56.1020		Administration	Candidate Filing Fees		\$ 25.00		\$ 25.00	Per Election Code Section 10228	Fee amount regulated by mandate, cannot increase

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
July 1, 2024

NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.12.1120-56.1020		Administration	Ballot Initiative Refundable Filing Fee		\$ 200.00		\$ 200.00	Not to exceed \$200 per Election Code	Fee amount regulated by mandate, cannot increase
1000.00.0000-56.8130		Administration	Newspaper notice for public hearing initiated by applicant		Actual Newspaper Publication Cost		Actual Newspaper Publication Cost		
1000.55.6232-56.6090		Rental Fees	Rotunda (Or Council Chamber Room)		\$ 221.00		\$ 221.00	Four - eight hours, plus \$20.00 per hour if outside of regular business hours	Fee amount per Ordinance, cannot increase
1000.55.6232-56.6090		Rental Fees	Rotunda (Or Council Chamber Room)		\$ 111.00		\$ 111.00	Less than four hours, plus \$20.00 per hour if outside of regular business hours	Fee amount per Ordinance, cannot increase
1000.00.0000-56.8120		Legal	Special Events Insurance Application Fee	per event	\$ 33.00	\$ 34.22	\$ 34.25		

CANNABIS

1000.30.3462-56.8010		Cannabis Fees	Administrative Fees		Actual Cost + City Admin		Actual Cost + City Admin		
1000.00.0000-50.2081		Cannabis Fees	Cannabis Business License		Gross Receipts		Gross Receipts		
1000.30.3462-52.8015		Cannabis Fees	Cannabis Business Admin Permit		\$ 443.75	\$ 460.17	\$ 460.25		
1000.30.3462-56.8035		Cannabis Fees	Cannabis Monitoring Fee (CDD)		\$ 2,443.50	\$ 2,533.91	\$ 2,534.00		
1000.30.3462-56.8010		Cannabis Fees	Administrative Fees		Actual Cost + CDD Cost		Actual Cost + CDD Cost		
1000.30.3462-52.1205		Cannabis Fees	Cannabis Permit-New Application		\$ 3,488.75	\$ 3,617.83	\$ 3,617.75		
1000.30.3462-52.1206		Cannabis Fees	Cannabis Permit-Amendment Major		\$ 2,850.00	\$ 2,955.45	\$ 2,955.50		
1000.30.3462-52.1207		Cannabis Fees	Cannabis Permit-Amendment Minor		\$ 938.50	\$ 973.22	\$ 973.25		
1000.30.3462-52.1208		Cannabis Fees	Cannabis Permit-Appeal		\$ 877.75	\$ 910.23	\$ 910.25		
1000.30.3462-52.1209		Cannabis Fees	Cannabis Permit-Renewal		\$ 1,601.25	\$ 1,660.50	\$ 1,660.50		
1000.30.3462-56.8010		Cannabis Fees	Administrative Fees		\$ 244.50	\$ 253.55	\$ 253.50		
1000.14.1400-56.8035		Cannabis Fees	Cannabis Monitoring Fee (City Attorney)		\$ 801.50	\$ 831.16	\$ 831.25		
1000.40.4110-56.1141		Cannabis Fees	Cannabis Work Permit Fee-Application		\$ 192.50	\$ 199.62	\$ 199.50		
1000.40.4110-56.1141		Cannabis Fees	Cannabis Work Permit Fee-Renewal		\$ 154.50	\$ 160.22	\$ 160.25		
1000.40.4110-56.1141		Cannabis Fees	Cannabis Work Permit Fee-Transfer		\$ 154.50	\$ 160.22	\$ 160.25		
1000.40.4110-56.8035		Cannabis Fees	Cannabis Monitoring Fee (Police)	annually	\$ 9,177.50	\$ 9,517.07	\$ 9,517.00		

PLANNING (Technology Surcharge is not included in the Fee Table)

1000.30.3462-56.3020		Miscellaneous Planning Fees	Parcel Map		\$ 3,063.50	\$ 3,176.85	\$ 3,176.75		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Administrative		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Amendment Administrative		\$ 1,838.25	\$ 1,906.27	\$ 1,906.25		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Residential Design Review-Administrative		\$ 919.00	\$ 953.00	\$ 953.00		
1000.30.3462-56.3080		Conditional Use Permit	Minor Exception - Administrative - Driveway Width Increase		\$ 551.25	\$ 571.65	\$ 571.75		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Minor Exception-Administrative		\$ 919.00	\$ 953.00	\$ 953.00		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Plumbing in Accessory Structure-Administrative		\$ 245.00	\$ 254.07	\$ 254.00		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Live Entertainment/On-Sale Alcohol-Administrative		\$ 1,470.50	\$ 1,524.91	\$ 1,525.00		
1000.30.3462-56.3190		Variance Fees	Variance - Administrative		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		
1000.30.3462-56.3100		Planned Unit Development	Minor Modification		\$ 980.25	\$ 1,016.52	\$ 1,016.50		
1000.30.3462-56.3210		Site Plan Review-per review	On-Sale Alcohol Use		\$ 1,225.25	\$ 1,270.58	\$ 1,270.50		
1000.30.3462-56.3210		Site Plan Review-per review	Mural Review		\$ 367.75	\$ 381.36	\$ 381.25		
1000.30.3462-56.3210		Site Plan Review-per review	Minor Modifications		\$ 919.00	\$ 953.00	\$ 953.00		
1000.30.3462-56.3210		Site Plan Review-per review	Parking Reduction Review		\$ 980.25	\$ 1,016.52	\$ 1,016.50		
1000.30.3462-56.3210		Site Plan Review-per review	Alternative Means of Compliance Review		\$ 612.75	\$ 635.42	\$ 635.50		
1000.30.3462-56.3210		Site Plan Review-per review (Residential)	Multi-Family 10+ units		\$ 2,035.00	\$ 2,110.30	\$ 2,110.25		
1000.30.3462-56.3210		Site Plan Review-per review (Commercial/Industrial)	Commercial/Industrial 5,000+ s.f.		\$ 2,803.75	\$ 2,907.49	\$ 2,907.50		
1000.30.3462-56.3020		Miscellaneous Planning Fees	Resubdivision Review Fees - Lot line adjustment, Lot consolidation, Certificate of Compliance		\$ 2,803.75	\$ 2,907.49	\$ 2,907.50		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Minor Modification		\$ 980.25	\$ 1,016.52	\$ 1,016.50		
1000.30.3462-56.3090		Miscellaneous Planning Fees	Preliminary Project Review		\$ 980.25	\$ 1,016.52	\$ 1,016.50		
1000.30.3462-56.3120		Miscellaneous Planning Fees	Architectural Review		\$ 612.75	\$ 635.42	\$ 635.50		
1000.30.3462-56.3040		Specific Plan Application	Minor Modification		\$ 980.25	\$ 1,016.52	\$ 1,016.50		
1000.30.3462-56.3170		Master Sign Plans-per review	Master Sign Plans-Minor (<10 tenants)		\$ 612.75	\$ 635.42	\$ 635.50		
1000.30.3462-56.3170		Master Sign Plans-per review	Master Sign Plans-Major (10+ tenants)		\$ 980.25	\$ 1,016.52	\$ 1,016.50		

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
July 1, 2024

NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.30.3462-56.3170		Master Sign Plans-per review	Amendment		\$ 367.75	\$ 381.36	\$ 381.25		
1000.30.3462-56.3210		Site Plan Review-per review	Multi-Family 2-9 units		\$ 1,262.50	\$ 1,309.21	\$ 1,309.25		
1000.30.3462-56.3210		Site Plan Review-per review	Commercial/Industrial 0-4,999 s.f.		\$ 2,035.00	\$ 2,110.30	\$ 2,110.25		
1000.30.3462-56.3070		Miscellaneous Planning Fees	Planning Decision Appeal		\$ 868.50	\$ 900.63	\$ 900.75		
1000.12.1120-56.8030		Sale of Printed Material	Specific Plan	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	Specific Plan Final EIR	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	General Plan Update-Final	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	General Plan EIR-Final	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	General Plan-Existing Conditions Report	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	General Plan-Executive Summary	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	Subdivision Ordinance	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.12.1120-56.8030		Sale of Printed Material	Zoning Code with Binder	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.30.3351-56.8100		Miscellaneous Planning Fees	Map Sales		Actual Cost		Actual Cost		
1000.00.0000-57.8050		Miscellaneous Planning Fees	Misc-Fed Express Shipping		Actual Cost		Actual Cost		
1000.00.0000-56.8060		Miscellaneous Planning Fees	Copying Fees-per page		\$ 0.25	\$ 0.26	\$ 0.25		
1000.30.3462-56.3140		Miscellaneous Planning Fees	CEQA - Environmental Impact Report		Cost + 20%		Cost + 20%		
5203.00.0000-56.3050		Miscellaneous Planning Fees	Planning Commission Interpretation-Single Family		\$ 429.00	\$ 444.87	\$ 444.75		
1000.30.3462-56.3070		Miscellaneous Planning Fees	Planning Decision Appeal-Single Family		\$ 429.00	\$ 444.87	\$ 444.75		
1000.30.3462-56.3180		Miscellaneous Planning Fees	Technical Assistance Fee		Actual Cost		Actual Cost		
1000.30.3462-56.3220		Planning Inspection Fee-per inspection	Residential: 1-9 Units, ADU & JADU		\$ 309.00	\$ 320.43	\$ 320.50		
1000.30.3462-56.3220		Planning Inspection Fee-per inspection	Commercial/Industrial 0-4,999 sq ft		\$ 309.00	\$ 320.43	\$ 320.50		
1000.30.3462-56.3220		Planning Inspection Fee-per inspection	Residential 10+ Units		\$ 381.00	\$ 395.10	\$ 395.00		
1000.30.3462-56.3220		Planning Inspection Fee-per inspection	Commercial/Industrial 5,000-+ sq ft		\$ 381.00	\$ 395.10	\$ 395.00		
1000.30.3462-56.3160		Temporary Use of Land Permit	Tax Exempt Organization		No Fee		No Fee		
1000.30.3462-56.3290		Miscellaneous Planning Fees	Landscape/Deferred Completion Agreement		\$155.50 plus deposit		\$161.25 plus deposit		
1000.30.3462-56.3160		Temporary Use of Land Permit	Single Business/Temporary Sign		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3160		Temporary Use of Land Permit	Shopping Center		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3160		Temporary Use of Land Permit	Uses up to one year		\$ 326.75	\$ 338.84	\$ 338.75		
1000.30.3462-56.3160		Temporary Use of Land Permit	Seasonal Use (Christmas Trees/Pumpkins)		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3270		Miscellaneous Planning Fees	Home Occupation Permit (HOP)		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3290		Miscellaneous Planning Fees	Large Family Day Care Permit		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3290		Miscellaneous Planning Fees	ABC/DMV Compliance or Interpretation		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3290		Miscellaneous Planning Fees	Landscape Plan Review		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3170		Sign Review & Permits	Sign Permit		\$ 326.75	\$ 338.84	\$ 338.75		
1000.30.3462-56.3250		Miscellaneous Planning Fees	Time Extensions of Permits		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3290		Other Planning Fees	Zoning Information Letter		\$ 326.75	\$ 338.84	\$ 338.75		
1000.30.3462-56.3240		Building Permit Review - per review	Building Permit Review		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3290		Photometric Lighting Plan Review	Photometric Lighting Plan		\$ 326.75	\$ 338.84	\$ 338.75		
1000.30.3462-56.3080		Conditional Use Permit	Parking Reduction Review		\$ 326.75	\$ 338.84	\$ 338.75		
1000.30.3462-56.3080		Conditional Use Permit	Alternative Compliance Review		\$ 326.75	\$ 338.84	\$ 338.75		
1000.30.3462-56.3290		Other Planning Fees	CEQA Categorical Exemption		\$ 155.50	\$ 161.25	\$ 161.25		
1000.30.3462-56.3290		Other Planning Fees	Letter of public convenience or necessity		\$ 326.75	\$ 338.84	\$ 338.75		
5203.00.0000-56.3050		Miscellaneous Planning Fees	Planning Commission Interpretation		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		
1000.30.3462-56.3080		Conditional Use Permit	Conditional Use Permit		\$ 6,198.00	\$ 6,427.33	\$ 6,427.25		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Amendment		\$ 4,288.50	\$ 4,447.17	\$ 4,447.25		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Residential Design Review		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Minor Exception		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Plumbing in Accessory Structure		\$ 651.75	\$ 675.86	\$ 675.75		
1000.30.3462-56.3080		Conditional Use Permit	CUP-Live Entertainment/On-Sale Alcohol		\$ 1,838.25	\$ 1,906.27	\$ 1,906.25		
1000.30.3462-56.3130		Miscellaneous Planning Fees	CEQA -Negative Declaration/ Mitigated Negative Declaration		\$ 1,838.25	\$ 1,906.27	\$ 1,906.25		
1000.30.3462-56.3190		Variance Fees	Variance		\$ 3,875.75	\$ 4,019.15	\$ 4,019.25		
1000.30.3462-56.3200		Miscellaneous Planning Fees	Variance - Owner Occupied		\$ 1,225.25	\$ 1,270.58	\$ 1,270.50		
1000.30.3462-56.3010		Miscellaneous Planning Fees	Tentative Map -Review (up to 25 lots)		\$ 10,288.75	\$ 10,669.43	\$ 10,669.50		
1000.30.3462-56.3010		Miscellaneous Planning Fees	Tentative Map -Revision (up to 25 lots)		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		
1000.30.3462-56.3030		Miscellaneous Planning Fees	Development Agreement		\$ 9,189.75	\$ 9,529.77	\$ 9,529.75		
1000.30.3462-56.3040		Miscellaneous Planning Fees	Gen Plan Amendment		\$ 7,788.25	\$ 8,076.42	\$ 8,076.50		
1000.30.3462-56.3060		Miscellaneous Planning Fees	Rezoning/Prezoning Fees-Code Amendment		\$ 4,901.25	\$ 5,082.60	\$ 5,082.50		
1000.30.3462-56.3060		Miscellaneous Planning Fees	Zoning Code Amendment-Residential		\$ 3,676.00	\$ 3,812.01	\$ 3,812.00		
1000.30.3462-56.3060		Miscellaneous Planning Fees	Zoning Code Amendment-Commercial		\$ 4,901.25	\$ 5,082.60	\$ 5,082.50		
1000.30.3462-56.3060		Miscellaneous Planning Fees	Rezoning/Prezoning Fees-with PUD Permit		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		
1000.30.3462-56.3100		Planned Unit Development	Planned Unit Development		\$ 8,253.75	\$ 8,559.14	\$ 8,559.25		
1000.30.3462-56.3100		Planned Unit Development	Amendment		\$ 2,450.75	\$ 2,541.43	\$ 2,541.50		

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.30.3462-56.3150		Annexation Review Fee plus LAFCO and EIR	\$150/Acre with a Full Cost Cap (\$8,925.75)		\$ 10,288.75	\$ 10,669.43	\$ 10,669.50		
1000.30.3462-56.3040		Specific Plan Application	Five Acres or less (Base Full Cost + T&M)		\$ 7,788.25	\$ 8,076.42	\$ 8,076.50		
1000.30.3462-56.3040		Specific Plan Application	Per Acre Additional over Five		\$ 184.00	\$ 190.81	\$ 190.75		
1000.30.3462-56.3040		Specific Plan Application	Amendment		\$ 7,788.25	\$ 8,076.42	\$ 8,076.50		
1000.30.3462-56.3010		Miscellaneous Planning Fees	Tentative Map -Review/Revision (over 25 lots)		\$ 323.75	\$ 335.73	\$ 335.75		
1000.30.3462-56.3230		Miscellaneous Planning Fees	CEQA - Environmental Impact Report Review		Per Hour		Per Hour		
1000.30.3462-56.3260		Miscellaneous Planning Fees	Precise Plan/Specific Plan Review		Per Hour		Per Hour		
1000.30.3462-56.3290		Miscellaneous Planning Fees	Review of declarations, easements, agreements, CC&Rs, and any legal binding documents (not related to a discretionary level application)		Per Hour		Per Hour		
1000.30.3462-56.3260		All	Additional Review Cycle (Exceeding 3 reviews)		Per Hour		Per Hour		
1000.30.3462-56.3260		Historic Review Board (HRB) Cert. of Approval	Historic Review Board		\$ 306.25	\$ 317.58	\$ 317.50		
1000.30.3462-56.3260		Historic Review Board (HRB) Designation	Historic Review Board		\$ 612.75	\$ 635.42	\$ 635.50		
5203.00.0000-56.3050		Miscellaneous Planning Fees	General Plan/Zoning Maintenance Fees	per \$1,000 building valuation up to \$999.9K	\$ 6.25	\$ 6.48	\$ 6.50	Caps: \$1M-\$4.999M = \$6,559.50; \$5M-\$10M = \$13,130.00; >\$10M = \$26,248.75	
1000.30.3462-56.3260		Miscellaneous Planning Fees	Mills Act Contract Application Fee		\$ 594.75	\$ 616.76	\$ 616.75		

MAINTENANCE

Varies		Maintenance	On-site work requested		Actual Cost		Actual Cost	Based on fully burdened rates of positions involved	
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PUBLIC WORKS (Technology Surcharge is not included in the Fee Table)

1000.50.5115-56.3240		Building Permits	New address or address change	per bldg/floor	\$ 78.00	\$ 80.89	\$ 81.00		
6500.50.5443-56.5080		Commercial Industrial Compliance	NPDES Permit Violations	per day per event	\$ 1,000.00		\$ 1,000.00		Per wastewater states municipal code
6500.50.5443-56.5080		Commercial/Industrial Compliance	Inspections	hourly	\$ 277.75	\$ 288.03	\$ 288.00		
1000.50.5115-52.3050		Encroachment Permits	Curb & Gutter	LF	<50 LF, \$80.75		<50 LF, \$83.75		
1000.50.5115-52.3050		Encroachment Permits	Curb & Gutter	LF	>50LF, \$80.75 + \$10.50/50LF		>50LF, \$83.75 + \$11.00/50LF		
1000.50.5115-52.3050		Encroachment Permits	Driveway Approach (Commercial)	each	\$ 288.50	\$ 299.17	\$ 299.25		
1000.50.5115-52.3050		Encroachment Permits	Driveway Approach (Residential)	each	\$ 210.75	\$ 218.55	\$ 218.50		
1000.50.5239-63.4900		Encroachment Permits	Landscaping - Parkway/Median Landscaping	SF	\$54.00/200SF		\$56.00/200SF		
1000.50.5239-63.4900		Encroachment Permits	Landscaping - Tree Installation	each	\$54.00/tree		\$56.00/tree		
1000.50.5115-52.3050		Encroachment Permits	Lane Closure	LF	<50LF = \$80.75		<50LF = \$83.75		
1000.50.5115-52.3050		Encroachment Permits	Lane Closure	LF	>50LF + \$80.75 + \$31.00/50LF		>50LF + \$83.75 + \$32.25/50LF		
1000.50.5115-52.3050		Encroachment Permits	Minor Encroachment	each	\$ 375.00	\$ 388.88	\$ 388.75	Applies in Local or Collector Streets; includes minor sidewalk/road improvements, landscaping, road closures	
1000.50.5115-52.3050		Encroachment Permits	Parking Space Closure	each	\$ 49.25	\$ 51.07	\$ 51.00	Charged monthly	
6801.50.5446-57.8050		Encroachment Permits	Parking Space Closure Downtown & Alisal	each	\$ 81.75	\$ 84.77	\$ 84.75	Charged monthly	
1000.50.5115-52.3050		Encroachment Permits	Paving - Roadway	SF	\$377.75/200SF		<200SF, \$391.75		Reduces fee to properly account for staff time.
1000.50.5115-52.3050		Encroachment Permits	Paving - Roadway	SF	\$377.75/200SF		>200SF, \$391.75 + \$83.75/200SF		Reduces fee to properly account for staff time.
1000.50.5115-52.3050		Encroachment Permits	Sidewalk & Parkway Paving	SF	<200SF, \$80.75		<200SF, \$83.75		
1000.50.5115-52.3050		Encroachment Permits	Sidewalk & Parkway Paving	SF	>200SF, \$80.75 + \$44.25/200SF		>200SF, \$83.75 + \$46.00/200SF		
1000.50.5115-52.3050		Encroachment Permits	Pedestrian (ADA) Ramp	each	\$ 80.75	\$ 83.74	\$ 218.50		To account for multiple inspections required for installation
1000.50.5115-52.3050		Encroachment Permits	Public Improvements	each	\$760.00 + 1.0% public improvements		\$788.00 + 1.0% public improvements		
1000.50.5115-52.3050		Encroachment Permits	Sanitary Sewer Main	LF	<30LF, \$120.00		<30LF, \$124.50		
1000.50.5115-52.3050		Encroachment Permits	Sanitary Sewer Main	LF	>30LF, \$120.00 + \$56.00/30LF		>30LF, \$124.50 + \$58.00/30LF		
1000.50.5115-52.3050		Encroachment Permits	Sewer Connection (Tap)	each	\$ 240.25	\$ 249.14	\$ 249.25		

CITY OF SALINAS
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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.50.5115-52.3050		Encroachment Permits	Sidewalk Closure	LF	\$ 54.00/200LF		\$ 56.00/200LF		
1000.50.5236-57.8050		Encroachment Permits	Signal Modification	each	\$ 541.25	\$ 561.28	\$ 561.25		
1000.50.5115-52.3050		Encroachment Permits	Storm Drain	LF	<30LF, \$120.00		<30LF, \$124.50		
1000.50.5115-52.3050		Encroachment Permits	Storm Drain	LF	>30LF, \$120.00		>30LF, \$124.50		
1000.50.5115-52.3050		Encroachment Permits	Street light	each	+ \$54.75/30LF		+ \$56.75/30LF		
1000.50.5115-52.3050		Encroachment Permits	Utility - Aerial installations (Overlash)	each	\$377.75/pole		\$391.75/pole		
1000.50.5115-52.3050		Encroachment Permits	Utility - Boring	each	\$377.75 + \$54.00/pole		\$391.75 + \$56.00/pole		
1000.50.5115-52.3050		Encroachment Permits	Utility - Existing Underground installations (Overpull)	each	\$377.75 + \$108.25/bell hole		\$391.75 + \$112.25/bell hole		
1000.50.5115-52.3050		Encroachment Permits	Utility - structures	each	\$377.75 + \$54.00/manhole or box		\$391.75 + \$56.00/manhole or box		
1000.50.5115-52.3050		Encroachment Permits	Utility trenching	LF	\$377.75/pole		\$391.75/structure		
1000.50.5115-52.3050		Encroachment Permits	Utility trenching	LF	<750 LF, \$377.75		<750 LF, \$391.75		
1000.50.5115-52.3050		Encroachment Permits	Utility trenching	LF	>750LF, \$377.75 + \$2.00/LF		>750LF, \$391.75 + \$2.00/LF		
1000.50.5115-56.3240		Engineering Permits	Grading	CY	>50CY, \$102.25 + \$38.00/100CY		>50CY, \$106.00 + \$39.50/100CY	Grading activities regulated at 50 CY per City Development Standards	
1000.50.5115-52.3050		Engineering Permits	Construction / Destruction of Water Monitoring Wells	per application	377.75	\$ 391.73	\$ 391.75	Also applies to Soil Sampling Borings and Potholing	
1000.50.5115-52.3050		Engineering Permits	Right of Way Access/Entry	each	41.25	\$ 42.78	\$ 42.75	Charged weekly (ladders, scaffolding, temporary construction barriers, dumpsters, temporary storage units)	
1000.50.5115-52.3050		Engineering Permits	Inspection - After hours (Time and half)	hourly	\$ 112.25	\$ 116.40	\$ 116.50		
1000.50.5115-52.3050		Engineering Permits	Inspection - Holidays (Double time)	hourly	\$ 150.00	\$ 155.55	\$ 155.50		
1000.50.5115-56.3240		Engineering Permits	Inspection Fee	each	\$ 111.50	\$ 115.63	\$ 115.75		
1000.50.5115-52.3050		Engineering Permits	Permit Extension/Reinstatement	each	\$ 155.50	\$ 161.25	\$ 161.25		
1000.50.5115-56.3240		Engineering Permits	Plan Check Fee	hourly	\$ 155.50	\$ 161.25	\$ 161.25	> 2nd review	
1000.50.5115-56.3240	NEW	Engineering Permits	Expedited Permit Fee	each			\$ 161.25	Reduce plan check time by half	
1000.50.5115-52.3050		Engineering Permits	Reinspection Fee	each	\$ 111.50	\$ 115.63	\$ 115.75		
1000.50.5115-56.3240		FEMA	FEMA Plan Review/LOMC Review	each	\$ 155.50	\$ 161.25	\$ 161.25		
1000.50.5115-56.3240		FEMA	FEMA Report/Map	each	\$54.75	\$ 56.78	\$ 56.75		
1000.50.5115-56.3240		FEMA	Flood Zone Requests	each	\$33.50	\$ 34.74	\$ 34.75		
1000.50.5115-56.3240		FEMA	Floodplain Development Inspection	each	\$ 155.50	\$ 161.25	\$ 161.25		
1000.50.5115-53.8010		Fines and Citations	Inspection for permit violations	each	\$ 111.50	\$ 115.63	\$ 115.75		
1000.50.5115-53.3012		Fines and Citations	NPDES construction enforcement	each	1st \$1,000.00, 2nd \$5,000.00, 3rd+ \$10,000.00		1st \$1,000.00, 2nd \$5,000.00, 3rd+ \$10,000.00		
1000.50.5115-53.8010		Fines and Citations	Permit Violations	each	1st \$250.00, 2nd \$500.00, 3rd+ \$750.00		1st \$250.00, 2nd \$500.00, 3rd+ \$750.00		
1000.50.5115-53.8010		Fines and Citations	Vending without Permit	each	1st \$250.00, 2nd \$500.00, 3rd+ \$750.00		1st \$250.00, 2nd \$500.00, 3rd+ \$750.00		
1000.50.5115-53.8010		Fines and Citations	Vendor permit violation	each	1st \$100.00, 2nd \$200.00, 3rd+ \$300.00		1st \$100.00, 2nd \$200.00, 3rd+ \$300.00		
1000.50.5115-53.8010		Fines and Citations	Work without Permit	each	1st \$500.00, 2nd \$750.00, 3rd+ \$1000.00		1st \$500.00, 2nd \$750.00, 3rd+ \$1000.00		
1000.50.5239-57.8050		Fines and Citations	Illegal Tree Removal	each	0"-5.9" \$500 6"-11.9" \$750 12"-17.9" \$1,000 18"-23.9" \$1,500 >24" \$2,000		0"-5.9" \$500 6"-11.9" \$750 12"-17.9" \$1,000 18"-23.9" \$1,500 >24" \$2,000	Fines based on tree diameter at breast height (DBH)	
1000.50.5120-52.5050		General Engineering	Fax Service Fee	each	\$ 12.25	\$ 12.70	\$ 12.75		
1000.50.5122-52.5050		General Engineering	Police Escorts (Construction)	each	\$ 164.25	\$ 170.33	\$ 170.25		
1000.00.0000-56.8060		General Engineering	Record Duplication Fee	each	\$ 0.25	\$ 0.26	\$ 0.25		
1000.00.0000-56.8060		General Engineering	Research Fee	hourly	\$ 124.75	\$ 129.37	\$ 129.25		
1000.50.5120-52.5050		General Engineering	Same Day Processing Service Fee	each	\$ 12.25	\$ 12.70	\$ 12.75		
1000.50.5122-52.5050		General Engineering	Transportation Permit - Single Trip	each	\$ 16.00		\$ 16.00	Per CA Vehicle Code	Per Council Resolution No. 14267

CITY OF SALINAS
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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.50.5122-52.5050		General Engineering	Transportation Permit - Annual	annual	\$ 90.00		\$ 90.00	Per CA Vehicle Code	Per Council Resolution No. 14267
1000.50.5122-52.5050		General Engineering	Transportation Permit - Repetitive		\$ 90.00		\$ 90.00	Per CA Vehicle Code	Per Council Resolution No. 14267
1000.50.5115-56.5030		Major Subdivisions	Inspection Fees		4.5% up to \$282,443.00 + 3% over \$282,443.00		4.5% up to \$292,893.50 + 3% over \$292,893.50	Assessed every 2 years	
1000.50.5115-56.5020		Major Subdivisions	Plan Check Fee		\$754.25 + 1.0% up to \$100,000.00 + 0.5% over \$100,000.00		\$782.25 + 1.0% up to \$100,000.00 + 0.5% over \$100,000.00		
1000.50.5115-56.5010		Map Check Fee	Review of easements, plats or legal descriptions	hourly	\$ 195.25	\$ 202.47	\$ 202.50		
1000.50.5115-56.5010		Map Check Fees	Major & Minor Subdivisions		\$1,358.50 + \$155.75/lot		\$1,408.75 + \$161.50/lot		
1000.50.5115-56.5010		Map Check Fees	Condominiums		\$1,331.25 + \$127.50/lot		\$1,380.50 + \$132.25/lot		
1000.50.5115-56.5080		NPDES and SWDS Fees	Construction Inspections	hourly	\$ 155.25	\$ 160.99	\$ 161.00		
1000.50.5115-56.5080		NPDES and SWDS Fees	Construction Inspections - Follow-up inspections	hourly	\$ 111.50	\$ 115.63	\$ 115.75		
1000.50.5115-56.5080		NPDES and SWDS Fees	Final Map - (Final Review) - 20+ lots	each	\$12,459.00 + \$107.50 > 20 lots		\$12,920.00 + \$111.50 > 20 lots		
1000.50.5115-56.5080		NPDES and SWDS Fees	Final Map - (Final Review) - less than 20 lots	each	\$12,459.00 - \$213.00 < 20 lots		\$12,920.00 - \$221.00 < 20 lots		
1000.50.5115-56.5080		NPDES and SWDS Fees	Post-Construction Inspections	hourly	\$ 134.50	\$ 139.48	\$ 139.50		
1000.50.5115-56.5080		NPDES and SWDS Fees	O&M Inspection, per SCM	each	\$ 69.00	\$ 71.55	\$ 71.50		
1000.50.5115-56.5080		NPDES and SWDS Fees	Review of Maintenance Declaration	each	\$ 155.50	\$ 161.25	\$ 161.25		
1000.50.5115-56.5080		NPDES and SWDS Fees	Specific Plan	hourly	\$160.50/hr		\$166.50/hr		
1000.50.5115-56.5080		NPDES and SWDS Fees	Stormwater Quality (SWQ) Permit	each	\$ 105.00	\$ 108.89	\$ 109.00		
1000.50.5115-56.5080		NPDES and SWDS Fees	SWPPP Review Fee	hourly	\$ 158.25	\$ 164.11	\$ 164.00		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tentative Map (Prelim Review) - 20+ lots	each	\$12,459.00 + \$107.50 > 20 lots		\$12,920.00 + \$111.50 > 20 lots		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tentative Map (Prelim Review) - less than 20 lots	each	\$12,459.00 - \$213.00 < 20 lots		\$12,920.00 - \$221.00 < 20 lots		
1000.50.5115-56.5080		NPDES and SWDS Fees	SWDS Exception Review	each	\$ 156.50	\$ 162.29	\$ 162.25		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tier 1 SWCP Review	hourly	\$ 156.50	\$ 162.29	\$ 162.25		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tier 2 SWCP Review (Final)	each	\$ 1,623.50	\$ 1,683.57	\$ 1,683.50		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tier 2 SWCP Review (Preliminary)	each	\$ 1,082.50	\$ 1,122.55	\$ 1,122.50		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tier 3 SWCP Review (Final)	each	\$ 4,140.50	\$ 4,293.70	\$ 4,293.75		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tier 3 SWCP Review (Preliminary)	each	\$ 2,883.00	\$ 2,989.67	\$ 2,989.75		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tier 4 SWCP Review (Final)	each	\$ 4,853.00	\$ 5,032.56	\$ 5,032.50		
1000.50.5115-56.5080		NPDES and SWDS Fees	Tier 4 SWCP Review (Preliminary)	each	\$ 4,108.25	\$ 4,260.26	\$ 4,260.25		
1000.50.5120-56.5100		Other Public Works Fees	Abandonment of Right of Way/Easements	each	\$ 1,563.50	\$ 1,621.35	\$ 1,621.25		
1000.50.5120-56.5100		Other Public Works Fees	Aerial Photographs (Color)	each	\$ 1.50	\$ 1.56	\$ 1.50	8.5"x11"	
1000.50.5120-56.5100		Other Public Works Fees	Aerial Photographs (Color)	each	\$ 2.50	\$ 2.59	\$ 2.50	8.5"x14"	
1000.50.5120-56.5100		Other Public Works Fees	Aerial Photographs (Color)	each	\$ 3.00	\$ 3.11	\$ 3.00	11"x17"	
1000.50.5120-56.5100		Other Public Works Fees	Aerial Photographs (Color)	each	\$ 6.50	\$ 6.74	\$ 6.75	18"x24"	
1000.50.5120-56.5100		Other Public Works Fees	Aerial Photographs (Color)	each	\$ 19.75	\$ 20.48	\$ 20.50	24"x36" and larger	
1000.50.5120-56.5100		Other Public Works Fees	Details Package (Detail Drawing Package)	each	\$ 36.75	\$ 38.11	\$ 38.00		
1000.50.5120-56.5100		Other Public Works Fees	Grant Deed, Deed Prep, Map Prep	each	\$ 621.25	\$ 644.24	\$ 644.25		
1000.50.5120-56.5100		Other Public Works Fees	Kip Print (Cut Sheet, 24"x36")	each	\$ 3.75	\$ 3.89	\$ 4.00		
1000.50.5120-56.5100		Other Public Works Fees	Map Sales-GIS	each	\$ 52.75	\$ 54.70	\$ 54.75		
1000.50.5120-56.5100		Other Public Works Fees	Microfilm or Microfiche Printout (18"x24")	each	\$ 2.50	\$ 2.59	\$ 2.50	Maps and Documents	
1000.50.5120-56.5100		Other Public Works Fees	Plans-Color Print	SF	\$ 9.75	\$ 10.11	\$ 10.00		
1000.50.5120-56.5100		Other Public Works Fees	Plans-Large Format Black and White Print	SF	\$ 1.00	\$ 1.04	\$ 1.00		
1000.50.5120-56.5100		Other Public Works Fees	Property Vacated By City	each	\$ 942.00	\$ 976.85	\$ 976.75		
1000.50.5120-56.5100		Other Public Works Fees	Record of Survey	each	Consultant Cost		Consultant Cost		
1000.50.5120-56.5100		Other Public Works Fees	Sewer Bases Maps	each	\$ 71.25	\$ 73.89	\$ 74.00		
1000.50.5120-56.5100		Other Public Works Fees	Special convenience traffic/parking requests (other restricted parking zones and traffic request that benefits applicant only)	hourly	Time and materials		Time and materials		
1000.50.5120-56.5100		Other Public Works Fees	Special GIS Request, Research, Analytics, and Mapping	hourly	Time and materials		Time and materials		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.50.5120-56.5100		Other Public Works Fees	Standard Specifications	each	\$ 58.50	\$ 60.66	\$ 60.75		
1000.50.5122-56.5100		Other Public Works Fees	Traffic Control Plans	hourly	\$ 256.25	\$ 265.73	\$ 265.75		
1000.12.1355-56.8037		Small Wireless Facility Fees	Annual Monitoring Fee	each	\$ 270.00		\$ 270.00	cannot increase due to FCC Regulations	Fee amount regulated by mandate, cannot increase
1000.12.1355-56.8037		Small Wireless Facility Fees	Encroachment Permit Appeal	each	\$ 396.25	\$ 410.91	\$ 411.00		
1000.50.5115-52.3050		Small Wireless Facility Fees	Encroachment Permit Application	each	\$ 385.25	\$ 399.50	\$ 399.50		
1000.50.5115-52.3050		Small Wireless Facility Fees	Encroachment Permit Inspection Fee	each	\$ 823.25	\$ 853.71	\$ 853.75		
1000.50.5115-52.3050		Small Wireless Facility Fees	Reservation Extension	each	\$ 157.00	\$ 162.81	\$ 162.75		
1000.50.5122-56.5060		Special Curb Marking Fees	One-time set-up per location	per request	\$ 914.00	\$ 947.82	\$ 947.75		
1000.50.5122-56.5060		Special Curb Marking Fees	Per Location	each	\$ 318.50	\$ 330.28	\$ 330.25		
1000.50.5122-56.5100		Special Events	Street Closure Review	each	\$ 256.25	\$ 265.73	\$ 265.75		
1000.50.5115-52.3050		Special Permits	Newspaper rack - Annual Fee	SF	\$ 78.00	\$ 80.89	\$ 81.00		
1000.50.5115-52.3050		Special Permits	Non-construction activities	each	\$ 189.25	\$ 196.25	\$ 196.25	Includes banners, lights, etc.	
1000.50.5115-52.3050		Special Permits	Permanent Encroachment	each	\$ 348.50	\$ 361.39	\$ 361.50		
1000.50.5115-52.3050		Special Permits	Permanent Encroachment - Annual Fee	each	\$ 115.25	\$ 119.51	\$ 119.50		
1000.50.5115-52.3050		Special Permits	Sidewalk Café	each	\$ 345.75	\$ 358.54	\$ 358.50		
1000.50.5115-52.3050		Special Permits	Sidewalk Café - Annual Inspection	each	\$ 115.25	\$ 119.51	\$ 119.50		
5203.00.0000-55.3013		TrakIt Technology System	TrakIt Technology System		\$ 0.05		\$ 0.05		
1000.50.5236-56.5065		Underground Service Alert (USA)	USA Service Traffic Signals	per call	\$ 194.00	\$ 201.18	\$ 201.25		
1000.50.5235-56.5065		Underground Service Alert (USA) Marking Streets Division	Encroachment Project (Remarking Facilities)		\$75.00 first 50 LF		\$77.75 first 50 LF		
1000.50.5235-56.5065		Underground Service Alert (USA) Marking Streets Division	Encroachment Project (Remarking Facilities)		\$0.75 each additional LF		\$0.75 each additional LF	Fees assessed by Maintenance	
1000.50.5235-56.5065		Underground Service Alert (USA) Marking Streets Division	Utilities Agencies (Emergency Repair)		\$75.00 first 50 LF		\$77.75 first 50 LF		
1000.50.5235-56.5065		Underground Service Alert (USA) Marking Streets Division	Utilities Agencies (Emergency Repair)		\$0.75 each additional LF		\$0.75 each additional LF	Fees assessed by Maintenance	
1000.50.5235-56.5065		Underground Service Alert (USA) Marking Streets Division	Encroachment Projects Utilities Locator Fee (Streetlights)		\$75.00 first 50 LF		\$77.75 first 50 LF		
1000.50.5235-56.5065		Underground Service Alert (USA) Marking Streets Division	Encroachment Projects Utilities Locator Fee (Streetlights)		\$0.75 each additional LF		\$0.75 each additional LF	Fees assessed by Maintenance	
6400.50.5442-56.5065		Underground Service Alert (USA) Marking Waste Water Division	Encroachment Project (Remarking Facilities)		\$75.00 first 50 LF		\$77.75 first 50 LF		
6400.50.5442-56.5065		Underground Service Alert (USA) Marking Waste Water Division	Encroachment Project (Remarking Facilities)		\$0.75 each additional LF		\$0.75 each additional LF	Fees assessed by Maintenance	
6400.50.5442-56.5065		Underground Service Alert (USA) Marking Waste Water Division	Encroachment Projects Utilities Locator Fee (Stormdrain/Sewer)		\$75.00 first 50 LF		\$77.75 first 50 LF		
6400.50.5442-56.5065		Underground Service Alert (USA) Marking Waste Water Division	Encroachment Projects Utilities Locator Fee (Stormdrain/Sewer)		\$0.75 each additional LF		\$0.75 each additional LF	Fees assessed by Maintenance	
6400.50.5442-56.5065		Underground Service Alert (USA) Marking Waste Water Division	Utilities Agencies (Emergency Repair)		\$75.00 first 50 LF		\$77.75 first 50 LF		
6400.50.5442-56.5065		Underground Service Alert (USA) Marking Waste Water Division	Utilities Agencies (Emergency Repair)		\$0.75 each additional LF		\$0.75 each additional LF	Fees assessed by Maintenance	
1000.50.5115-52.8010		Vendor Permits	Food Vendor	each	\$ 746.75	\$ 774.38	\$ 774.50		
1000.50.5115-52.8010	NEW	Vendor Permits	Ice Cream Truck	each			\$ 162.25		Allows distinction between food and ice cream vehicles
1000.50.5115-52.8010		Vendor Permits	Non-Motorized Pushcart Vendor	each	\$ 111.25	\$ 115.37	\$ 115.25		
1000.50.5115-52.8010		Vendor Permits	Vendor Application	each	\$ 74.50	\$ 77.26	\$ 77.25	Fee applies only to new applicants	
1000.50.5115-52.8010		Vendor Permits	Vendor ID	each	\$ 18.00	\$ 18.67	\$ 18.75		
1000.50.5115-52.8010		Vendor Permits	Permit Changes	hourly	\$ 156.50	\$ 162.29	\$ 162.25		

AIRPORT									
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 1	A - End Room		\$ 104.00	\$ 107.85	\$ 107.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 1	A - T Hanger		\$ 208.00	\$ 215.70	\$ 215.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 1	B - End Room		\$ 104.00	\$ 107.85	\$ 107.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 1	B - T Hanger		\$ 208.00	\$ 215.70	\$ 215.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 1	C - End Room		\$ 110.00	\$ 114.07	\$ 114.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 1	C - T Hanger		\$ 222.00	\$ 230.21	\$ 230.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	K - End Room		\$ 141.00	\$ 146.22	\$ 146.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	K - T Hanger		\$ 284.00	\$ 294.51	\$ 294.50		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	L - End Room		\$ 141.00	\$ 146.22	\$ 146.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	L - T Hanger		\$ 284.00	\$ 294.51	\$ 294.50		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	M - End Room		\$ 120.00	\$ 124.44	\$ 124.50		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	M - T Hanger		\$ 238.00	\$ 246.81	\$ 246.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	O - End Room		\$ 147.00	\$ 152.44	\$ 152.50		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	O - T Hanger		\$ 296.00	\$ 306.95	\$ 307.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	Q - End Room		\$ 155.00	\$ 160.74	\$ 160.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	Q - T Hanger		\$ 304.00	\$ 315.25	\$ 315.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	S - End Room		\$ 170.00	\$ 176.29	\$ 176.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	S - T Hanger		\$ 340.00	\$ 352.58	\$ 352.50		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	T - End Room		\$ 170.00	\$ 176.29	\$ 176.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 2	T - T Hanger		\$ 340.00	\$ 352.58	\$ 352.50		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 3	N - 1		\$ 763.00	\$ 791.23	\$ 791.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 3	N - 2-8		\$ 566.00	\$ 586.94	\$ 587.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 4	D - T Hanger		\$ 184.00	\$ 190.81	\$ 190.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 4	E - End Room		\$ 97.00	\$ 100.59	\$ 100.50		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 4	E - T Hanger		\$ 190.00	\$ 197.03	\$ 197.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Group 4	Portable		\$ 150.00	\$ 155.55	\$ 155.50		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Executive	R1		\$ 1,775.00	\$ 1,840.68	\$ 1,840.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Executive	R2-5		\$ 1,656.00	\$ 1,717.27	\$ 1,717.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Executive	R6		\$ 847.00	\$ 878.34	\$ 878.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - Executive	R7-10		\$ 676.00	\$ 701.01	\$ 701.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	G - Covered		\$ 90.00	\$ 93.33	\$ 93.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	H1		\$ 832.00	\$ 862.78	\$ 862.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	H2		\$ 353.00	\$ 366.06	\$ 366.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	H3		\$ 349.00	\$ 361.91	\$ 362.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	H4		\$ 727.00	\$ 753.90	\$ 754.00		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	H5		\$ 333.00	\$ 345.32	\$ 345.25		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	H6		\$ 451.00	\$ 467.69	\$ 467.75		
6100.50.5340-5x.xxxx		Airport Storage Hangars - T-Shelter/Storage	H7		\$ 555.00	\$ 575.54	\$ 575.50		
6100.50.5340-5x.xxxx		Airport Storage Hangar	Refuse Fee	monthly	\$ 3.50	\$ 3.63	\$ 3.75		
6100.50.5340-5x.xxxx		Airport Storage Hangar	Non-Aeronautical Use Surcharge		Unit Rate + 40%		Unit Rate + 40%		
6100.50.5340-5x.xxxx		Airport Storage Hangar	Non-Airworthy Aircraft	1st year	Unit Rate + 20%		Unit Rate + 20%		
6100.50.5340-5x.xxxx		Airport Storage Hangar	Non-Airworthy Aircraft	2nd year	Unit Rate + 30%		Unit Rate + 30%		
6100.50.5340-5x.xxxx		Airport Storage Hangar	Non-Airworthy Aircraft	3rd year	Unit Rate + 40%		Unit Rate + 40%		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Single Engine	daily	\$ 5.00	\$ 5.19	\$ 5.25		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Twin Engine	daily	\$ 10.00	\$ 10.37	\$ 10.25		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Jet	daily	\$ 50.00	\$ 51.85	\$ 51.75		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Helicopter	daily	\$ 10.00	\$ 10.37	\$ 10.25		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Airship Mooring	daily	\$ 100.00	\$ 103.70	\$ 103.75		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Single Engine	monthly	\$ 70.00	\$ 72.59	\$ 72.50		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Twin Engine	monthly	\$ 110.00	\$ 114.07	\$ 114.00		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Jet	monthly	\$ 600.00	\$ 622.20	\$ 622.25		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Helicopter	monthly	\$ 61.00	\$ 63.26	\$ 63.25		
6100.50.5340-5x.xxxx		Aircraft Parking Fee	Airship Mooring	monthly	\$ 1,100.00	\$ 1,140.70	\$ 1,140.75		
6100.50.5340-5x.xxxx		Terminal Overnight Vehicle Parking Fee	Single Space		\$ 5.00	\$ 5.19	\$ 5.25		
6100.50.5340-5x.xxxx		Terminal Overnight Vehicle Parking Fee	Double Space		\$ 10.00	\$ 10.37	\$ 10.25		
6100.50.5340-5x.xxxx		Terminal Overnight Vehicle Parking Fee	Semi-Truck		\$ 30.00	\$ 31.11	\$ 31.00		
6100.50.5340-5x.xxxx		Long-Term Vehicle Storage		monthly	\$ 100.00	\$ 103.70	\$ 103.75		
6100.50.5340-5x.xxxx		Airport Access Control	New Card/Replacement Card		\$ 40.00	\$ 41.48	\$ 41.50		
6100.50.5340-5x.xxxx		Airport Access Control	Remote Control		\$ 60.00	\$ 62.22	\$ 62.25		
6100.50.5340-5x.xxxx		Airport Access Control	Annual Renewal		\$ 40.00	\$ 41.48	\$ 41.50		
6100.50.5340-5x.xxxx		Airport Access Control	Annual Access Code		\$ 400.00	\$ 414.80	\$ 414.75		
6100.50.5340-5x.xxxx		Airport Access Control	City Locks (Lost/Replacement)		At Cost		At Cost		
6100.50.5340-5x.xxxx		Airport Access Control	Replacement/Additional Keys		At Cost		At Cost		
6100.50.5340-5x.xxxx		Fuel Flowage Fee Per Gallon	100LL		\$ 0.10		\$ 0.10		
6100.50.5340-5x.xxxx		Fuel Flowage Fee Per Gallon	Jet A		\$ 0.13		\$ 0.13		
6100.50.5340-5x.xxxx		Fuel Flowage Fee Per Gallon	Quart of Oil		\$ 0.10		\$ 0.10		
6100.50.5340-5x.xxxx		Hangar Waitlist	Waitlist Fee		\$ 50.00	\$ 51.85	\$ 51.75		
6100.50.5340-5x.xxxx		Hazardous Material Disposal	Disposal Fee		Cost +15%		Cost +15%		
6100.50.5340-5x.xxxx		Hazardous Material Disposal	Material Replacement		Cost +15%		Cost +15%		
6100.50.5340-5x.xxxx		Refuge Disposal	Disposal Fee		Cost +15%		Cost +15%		
6100.50.5340-5x.xxxx		Special Event Fee			Negotiated		Negotiated	Negotiated at fair market value, industry evaluation, and/or cost recovery	
6100.50.5340-5x.xxxx		Special Use Permit	Permit Fee	annually	\$ 150.00	\$ 155.55	\$ 155.50		

FIRE

1000.45.4530-56.4460		Permit Fees- For All Permits Required By The California Fire Code	CFC New Construction Permit Application-Fire Protection Systems/Processes		\$ 220.75	\$ 228.92	\$ 229.00		
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CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.45.4530-56.4460		Permit Fees- For All Permits Required By The California Fire Code	Fire Code Renewable Operational Permits	per hour	\$ 203.50	\$ 211.03	\$ 211.00		
1000.45.4530-56.4460		Permit Fees- For All Permits Required By The California Fire Code	CFC Modification/Alteration/< 20 Devices Permit Application-Fire Protection Systems/Processes; Tenant Improvements and residential (R3 occ.) fire sprinklers.		\$ 105.00	\$ 108.89	\$ 109.00		
1000.45.4530-56.4450		Plan Review Fees- For All Plan Reviews Required By The California Fire Code	Plan Review	per hour	\$ 124.75	\$ 129.37	\$ 129.25		
1000.45.4530-56.4450		Plan Review Fees- For All Plan Reviews Required By The California Fire Code	Plan Review past first hour	per half hour	\$ 62.50	\$ 64.81	\$ 64.75		
1000.45.4530-56.4450		Plan Review Fees- For All Plan Reviews Required By The California Fire Code	Resubmittal plan review	per hour	\$ 196.25	\$ 203.51	\$ 203.50		
1000.45.4530-56.4570		Miscellaneous Fees	Consultation Fee (Includes DRC review)	per hour	\$ 126.25	\$ 130.92	\$ 131.00		
1000.45.4530-56.4570		Miscellaneous Fees	Hydrant Use	per 6 months	\$ 126.25	\$ 130.92	\$ 131.00		
1000.45.4530-56.4470		Miscellaneous Fees	Fire Incident Report Fees	per report	\$ 36.75	\$ 38.11	\$ 38.00		
1000.45.4530-56.4480		Miscellaneous Fees	Fireworks lottery Fees		\$ 226.50	\$ 234.88	\$ 235.00		
1000.45.4530-56.4490		Miscellaneous Fees	Fireworks Surcharge		7% of gross sales		7% of gross sales		
1000.45.4570-56.4505		Miscellaneous Fees	Hazardous Materials Response Charges		Actual Costs: personnel & overhead		Actual Costs: personnel & overhead		
1000.45.4510-56.4510		Miscellaneous Fees	Fire False Alarm Fees		1st & 2nd response \$416.25, 3rd response \$951.75, 4th + response \$1,308.75		1st & 2nd response \$431.75, 3rd response \$987.00, 4th + response \$1,357.25		
1000.45.4510-56.4515		Miscellaneous Fees	Fire Emergency Stand By Time Charge past 1/2 hour		\$ 225.25	\$ 233.58	\$ 233.50		
1000.45.4530-56.4530		Miscellaneous Fees	Admin Fire Citations		1st cite \$122.50, 2nd cite \$245.00, 3rd + cite \$612.75		1st cite \$127.00, 2nd cite \$254.00, 3rd + cite \$635.50	penalty	
1000.45.4530-56.4530		Miscellaneous Fees	Admin Fire Citations: Personnel Cost		\$ 159.50	\$ 165.40	\$ 165.50		
1000.45.4510-56.4540		Miscellaneous Fees	DUI response - first engine company		\$ 620.25	\$ 643.20	\$ 643.25		
1000.45.4530-56.4540		Miscellaneous Fees	Fire Dept Service Charge		\$ 52.75	\$ 54.70	\$ 54.75		
1000.45.4530-56.4550		Miscellaneous Fees	Outside fire plan review services		Actual Costs		Actual Costs	current actual cost	
1000.45.4510-56.4540		Miscellaneous Fees	Unauthorized burning		\$ 525.50	\$ 544.94	\$ 545.00		
1000.45.4510-56.4560		Miscellaneous Fees	Fire apparatus		Cal EMA Rates		Cal EMA Rates	Cal EMA Rates	
1000.45.4510-56.4590		Miscellaneous Fees	Vehicle Accident (VAC) Recovery Fee		\$ 419.00	\$ 434.50	\$ 434.50	Dept to provide time/cost	
1000.45.4530-56.4460		Miscellaneous Fees	Failure to obtain a required permit		\$ 441.25	\$ 457.58	\$ 457.50	penalty	
1000.45.4530-56.4450		Miscellaneous Fees	Resubmittal plan review	per hour	\$ 110.25	\$ 114.33	\$ 114.25	past first hour	
1000.45.4510/4530-56.4540		Miscellaneous Fees	15% Late payment fee (Part of Administrative Remedy/Citation Process)		15%		15%	After 30 Days - no payment	
1000.45.4530-56.4460		Permit Fees- For All Permits Required By The California Fire Code	Fire Code One Time Special Event Permits	per hour	\$ 203.50	\$ 211.03	\$ 211.00		
1000.45.4530-56.4430		Inspection Fees- For All Inspections Required By The California Fire Code - Construction Permits	On Site Inspection of new construction and fire protection systems, requiring a building or fire permit. (CBC/CFC)	per hour	\$ 174.25	\$ 180.70	\$ 180.75		
1000.45.4530-56.4430		Inspection Fees- For All Inspections Required By The California Fire Code - Operational Permits	On Site Inspection of existing occupancies and operations requiring a fire permit. (CFC)	per hour	\$ 174.25	\$ 180.70	\$ 180.75		
1000.45.4530-56.4430		Inspection Fees- For All Inspections Required By The California Fire Code - Special Event Permits	On Site Inspection of special event occupancies and operations requiring a fire permit. (CFC)	per hour	\$ 174.25	\$ 180.70	\$ 180.75		
1000.45.4530-56.4440		Inspection Fees- For All Inspections Required By Health and Safety Codes. (State Mandated)	On Site Inspection of occupancy required by Health and Safety Code or State Mandated. Includes but limited to: DSA, OSHPD, CCL, County Building.	per hour	\$ 174.25	\$ 180.70	\$ 180.75		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.45.4570-56.4505		Miscellaneous Fees-Emergency Response Reimbursement	Reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the City of Salinas to protect the public from fire or hazardous substances and situations. (1) In accordance with the Health and Safety Code Section 13000 et seq., an individual who acts negligently or in violation of the law and thereby requires the jurisdiction to provide an emergency response to a danger posed by a fire or hazardous substance shall be liable for reimbursement to the agency for the costs incurred.	per hour	\$ 731.75	\$ 758.82	\$ 758.75	min. 2 hours	
1000.45.4570-56.4505		Miscellaneous Fees-Emergency Response Reimbursement	Reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the City of Salinas to protect the public from fire or hazardous substances and situations. (1) In accordance with Government Code Sections 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage or any drug, and whose negligent operation of a motor vehicle, boat or vessel or civil aircraft caused by that influence proximately causes any incident and thereby requires the agency to provide an emergency response shall reimburse the agency for the cost incurred.	per hour	\$ 731.75	\$ 758.82	\$ 758.75	min 2 hours	
5203.00.0000-55.4083		Permit Fee- In-Building Public Safety Radio Coverage per California Fire Code (CFC)	CFC in-building public safety communications radio coverage - Commercial new construction / tenant Improvements	per sq. ft.	\$0.80/sq ft.		\$0.80/sq ft.		
1000.45.4530-56.4430		Inspection Fees- For All Inspections Required By The California Fire Code - Business & Assembly Occupancies	On Site Inspection of existing occupancies and operations requiring a fire permit and/or business license (CFC)	Annual-per total square footage	0 - 1,000 \$203.50 / 1,001 - 5,000 \$288.25 / 5,001- 10,000 \$361.00 / 10,001-12,000 \$433.50 / 12,001- 50,000 \$506.00 / 50,001 and > \$577.25		0 - 1,000 \$211.00 / 1,001 - 5,000 \$299.00 / 5,001-10,000 \$374.25 / 10,001- 12,000 \$449.50 / 12,001-50,000 \$524.75 / 50,001 and > \$598.50	1st reinspection included if violations are corrected. 2nd & subsequent reinspections @ 50% of original inspection.	
1000.45.4530-56.4430		Inspection Fees- For All Inspections Required By The California Fire Code - Special Event Permits	On Site Inspection of special event occupancies and operations requiring a fire permit. (CFC) Open Flame Cooking. (Annual)		Annual for single vendor @ any location @ 1 time \$2,033.50 / Single Vendor @ up to 4 locations @ 1 time \$3,051.75 / Annual for single fixed location (Campus, Church, Vehicle Dealers, etc.) \$2,033.50		Annual for single vendor @ any location @ 1 time \$2,108.75 / Single Vendor @ up to 4 locations @ 1 time \$3,164.75 / Annual for single fixed location (Campus, Church, Vehicle Dealers, etc.) \$2,108.75		

POLICE									
1000.00.0000-56.8060		Front Desk Fees	Copying Fees	per page	\$ 0.25	\$ 0.26	\$ 0.25		
1000.40.4220-56.4020		Front Desk Fees	Special Police Service Fees-Repossessed Vehicle		\$ 29.50	\$ 30.59	\$ 30.50	penalty	
1000.40.4130-56.4030		Front Desk Fees	Police Reports: Other than Accidents		\$ 24.25	\$ 25.15	\$ 25.25		
8806.81.8132-57.8230		Front Desk Fees	Plus: Sales Tax (9.25%)		\$ 2.24		\$ 2.34	Calculated tax rate	
1000.40.4130-56.4030		Front Desk Fees	Police Reports: Accidents		\$ 14.50	\$ 15.04	\$ 15.00		
8806.81.8132-57.8230		Front Desk Fees	Plus: Sales Tax (9.25%)		\$ 1.34		\$ 1.39	Calculated tax rate	
1000.40.4116-56.4130		Front Desk Fees	Vehicle ID Check (VIN)		\$ 28.50	\$ 29.55	\$ 29.50		
1000.40.4130-56.4060		Front Desk Fees	Fingerprint Fees		\$ 18.50	\$ 19.18	\$ 19.25		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.40.4134-56.4120		Front Desk Fees	Police Record Review Fees-Local		\$ 31.75	\$ 32.92	\$ 33.00		
1000.40.4134-56.4120		Front Desk Fees	Computer Search	per hour	\$ 93.25	\$ 96.70	\$ 96.75		
1000.40.4116-56.4140		Front Desk Fees	Abandon Vehicle Abatement	per vehicle	\$ 225.25	\$ 233.58	\$ 233.50	penalty	
1000.40.4116-56.4170		Front Desk Fees	Vehicle Release Fees (Towing)		\$ 119.00	\$ 123.40	\$ 123.50	penalty	
1000.40.4116-56.4180		Front Desk Fees	Vehicle Impound Fee (Towing)		\$ 225.25	\$ 233.58	\$ 233.50	penalty	
1000.00.0000-57.8140		Front Desk Fees	Subpoena-Civil (Officer)	per officer/per day	\$ 275.00		\$ 275.00	State Regulated	Fee amount regulated by mandate, cannot increase
1000.00.0000-57.8140		Front Desk Fees	Subpoena-Civil (Records)		\$ 15.00		\$ 15.00	State Regulated	Fee amount regulated by mandate, cannot increase
1000.40.4130-56.4030		Front Desk Fees	Certify Existing Documents		\$ 46.50	\$ 48.22	\$ 48.25	Excludes Police Report	
1000.40.4130-56.4080		Front Desk Fees	Digital Photos		\$ 33.00	\$ 34.22	\$ 34.25		
8806.81.8132-57.8230		Front Desk Fees	Plus: Sales Tax (9.25%)		\$ 3.05		\$ 3.17	Calculated tax rate	
2503.00.0000-53.4020		Front Desk Fees	Vehicle Immobilizer "Boot" Release Fee		\$ 65.00	\$ 67.41	\$ 67.50	penalty	
1000.40.4116-52.4030		Regulatory Licenses	Pawnbrokers-Initial Fee		\$ 241.50	\$ 250.44	\$ 250.50		
1000.40.4116-52.4030		Regulatory Licenses	Pawnbrokers-Renewal		\$ 241.50	\$ 250.44	\$ 250.50		
1000.40.4116-52.4030		Regulatory Licenses	Secondhand Dealers-Initial fee	per application	\$ 241.50	\$ 250.44	\$ 250.50		
1000.40.4116-52.4030		Regulatory Licenses	Secondhand Dealers - Renewal		\$ 241.50	\$ 250.44	\$ 250.50		
1000.40.4130-56.4070		Card Room Fees	Annual Permit		\$ 6,925.25	\$ 7,181.48	\$ 7,181.50		
1000.40.4130-56.4070		Card Room Fees	Inspection/Investigation Fee		Full Cost of personnel involved		Full Cost of personnel involved		
1000.40.4130-56.4070		Card Room Fees	Employee Permit		\$ 152.75	\$ 157.22	\$ 157.25		No longer charging \$32.00 state portion but remaining increase by CPI
1000.40.4130-56.4070		Card Room Fees	Permit Renewal		\$ 154.50	\$ 160.22	\$ 160.25		
1000.40.4116-56.4150		Firearm Fees	Dealer		\$ 864.50	\$ 895.30	\$ 895.25		No longer charging \$32.00 state portion but remaining increase by CPI
1000.40.4116-56.4150		Firearm Fees	Dealer Renewal		\$ 453.25	\$ 470.02	\$ 470.00		
1000.40.4116-56.4150		Firearm Fees	Employee		\$ 113.25	\$ 116.26	\$ 116.25		No longer charging \$32.00 state portion but remaining increase by CPI
1000.40.4116-56.4150		Firearm Fees	Employee Renewal		\$ 115.00	\$ 119.26	\$ 119.25		
1000.40.4116-56.4150		Firearm Fees	Dealer Residential		\$ 229.75	\$ 237.07	\$ 237.00		No longer charging \$32.00 state portion but remaining increase by CPI
1000.40.4116-56.4150		Firearm Fees	Dealer Renewal Residential		\$ 231.50	\$ 240.07	\$ 240.00		
1000.40.4116-56.4010		Other Services	Bingo License Application Fee		\$ 64.00	\$ 66.37	\$ 66.25	One Time Fee	
1000.40.4130-56.4040		Police False Alarm Fees	1st False Alarm		\$ 75.75	\$ 78.55	\$ 78.50		
1000.40.4130-56.4040		Police False Alarm Fees	2nd False Alarm		\$ 188.50	\$ 195.47	\$ 195.50		
1000.40.4130-56.4040		Police False Alarm Fees	3rd False Alarm		\$ 251.25	\$ 260.55	\$ 260.50		
1000.40.4130-56.4040		Police False Alarm Fees	4th False Alarm		\$ 377.50	\$ 391.47	\$ 391.50		
1000.40.4130-56.4040		Police False Alarm Fees	5th False Alarm		\$ 503.25	\$ 521.87	\$ 521.75		
1000.40.4116-52.4030		Other Services	Alarms-Initial Permit		\$ 45.25	\$ 46.92	\$ 47.00		
1000.40.4116-52.4030		Other Services	Alarm Permit Renewal		\$ 25.75	\$ 26.70	\$ 26.75		
1000.40.4220-56.4020		Massage Permit Fees	Establishment/Technician - New		\$ 200.00		\$ 200.00		Consistent with CA Massage Therapy Council application processing fee
1000.40.4220-56.4020		Massage Permit Fees	Establishment/Technician - Renewal		\$ 200.00		\$ 200.00		Consistent with CA Massage Therapy Council application processing fee
1000.40.4130-56.4050		Front Desk Fees	Fix-It Ticket Sign-Off		\$ 10.00	\$ 10.37	\$ 10.25		

ANIMAL SHELTER

1000.40.4170-52.4010		Dog Licenses, 1-6 months	Unaltered		\$ 25.00		\$ 25.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Dog Licenses, 1-6 months	Altered		\$ 15.00		\$ 15.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Dog Licenses, 7-12 months	Unaltered		\$ 54.00		\$ 54.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Dog Licenses, 7-12 months	Altered		\$ 20.00		\$ 20.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Dog Licenses, 13-24 months	Unaltered		\$ 67.00		\$ 67.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Dog Licenses, 13-24 months	Altered		\$ 30.00		\$ 30.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Dog Licenses, 25-36 months	Unaltered		\$ 87.00		\$ 87.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.40.4170-52.4010		Dog Licenses, 25-36 months	Altered		\$ 40.00		\$ 40.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Dog Licenses, Citizens 60 years +	1-36 months: ALTERED ONLY		\$ 12.00		\$ 12.00	Dog Licenses	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Voluntary Cat License, 1-36 months	Unaltered		\$ 10.00		\$ 10.00	Voluntary Cat License	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Voluntary Cat License , 1-36 months	Altered		\$ 5.00		\$ 5.00	Voluntary Cat License	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Late Fee For Failures To Obtain A License	Initial		\$ 30.00		\$ 30.00	penalty	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Other Animal Shelter Services	Duplicate Dog Tags		\$ 5.00		\$ 5.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Other Animal Shelter Services	License Transfer Fee		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
8801.81.8150-57.8500		Impound Fees	1st Occurrence		\$ 35.00		\$ 35.00	State Law (AB1856) Fine (Cat/Dog unaltered fine); Regulated by CA Food & Agri Code 30804.07/31751.7	Fee amount regulated by mandate, cannot increase
8801.81.8150-57.8500		Impound Fees	2nd Occurrence		\$ 50.00		\$ 50.00	State Law (AB1856) Fine (Cat/Dog unaltered fine); Regulated by CA Food & Agri Code 30804.07/31751.7	Fee amount regulated by mandate, cannot increase
8801.81.8150-57.8500		Impound Fees	3rd Occurrence & subsequent		\$ 100.00		\$ 100.00	State Law (AB1856) Fine (Cat/Dog unaltered fine); Regulated by CA Food & Agri Code 30804.07/31751.7	Fee amount regulated by mandate, cannot increase
1000.40.4170-56.4090		City Impound Fees	Dogs, 1st in 1 yr*	penalty	\$ 39.00		\$ 39.00	*1st impound portion fee will be refunded if pet is altered within 30 days of impound.	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		City Impound Fees	Dogs, 2nd in 1 yr	penalty	\$ 48.00		\$ 48.00	2nd in 1 yr	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		City Impound Fees	Dogs, 3rd in 1 yr	penalty	\$ 91.00		\$ 91.00	3rd in 1 yr	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		City Impound Fees	Cats	penalty	same as dog		same as dog		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		City Impound Fees	Other Animals	penalty	n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Field Release Back To Owner - One Time/Year Only	Altered		\$ 70.00		\$ 70.00	Dogs MUST be licensed and cats have current rabies vaccination and wearing identification	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Field Release Back To Owner - One Time/Year Only	Unaltered		\$ 93.00		\$ 93.00	Dogs MUST be licensed and cats have current rabies vaccination and wearing identification	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Boarding Fee Per Day	Dogs		\$ 20.00		\$ 20.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Boarding Fee Per Day	Cats		\$ 20.00		\$ 20.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Boarding Fee Per Day	Quarantine Dogs		\$ 26.00		\$ 26.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Boarding Fee Per Day	Quarantine Cats		\$ 26.00		\$ 26.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Boarding Fee Per Day	Small/Other Animals		\$ 18.00		\$ 18.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Boarding Fee Per Day	Animals unable to be boarded at shelter		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Quarantine Fees	10 Day Home		\$ 50.00		\$ 50.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Quarantine Fees	14 Day Home		\$ 67.00		\$ 67.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Quarantine Fees	30 Day Home		\$ 85.00		\$ 85.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Quarantine Fees	180 Day Home		\$ 104.00		\$ 104.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Adoption Fees	Administrative Adoption/Processing Fee		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.40.4170-56.4090		Adoption Fees	Small Animal Adoption Fee		\$ 75.00		\$ 75.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Adoption Fees	Other Animals	each	\$ 55.00		\$ 55.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees (Rabies)	Adoption		\$ 18.00		\$ 18.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees (Rabies)	RTO		\$ 18.00		\$ 18.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Other Vaccination Fee		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Microchip Fee		\$ 20.00		\$ 20.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Identification (I.D.) Tag		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	FeLV/FIV Test		\$ 26.00		\$ 26.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Veterinary Services Provided		See clinic fees		See clinic fees	including medicines given	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Spay/Neuter Surgeries		See clinic fees		See clinic fees		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Surrender (O/S) Fee	Dog/Cat (one)		\$ 48.00		\$ 48.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Surrender (O/S) Fee	Other Animals		\$ 48.00		\$ 48.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Surrender (O/S) Fee	Litter With Parent		\$ 59.00		\$ 59.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Surrender (O/S) Fee	2-5 Animals		\$ 59.00		\$ 59.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Surrender (O/S) Fee	6-10 Animals		\$ 70.00		\$ 70.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Surrender (O/S) Fee	Over 11 Animals		\$ 81.00		\$ 81.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owned Animal Pick Up (Officer Transport Fee)	Dog/Cat		n/a		n/a	Applicable O/S fee would also apply	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owned Animal Pick Up (Officer Transport Fee)	Other		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owned Animal Pick Up (Officer Transport Fee)	Dead Animal (no O/S fee applies)		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Request Euthanasia - Fee For Service	Dog, Small/Medium		\$ 48.00		\$ 48.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Request Euthanasia - Fee For Service	Dog, Large/X-Large		\$ 60.00		\$ 60.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Request Euthanasia - Fee For Service	Cats/Rabbits		\$ 0.63		37/59		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owner Request Euthanasia - Fee For Service	Litters (unweaned only)		\$ 48.00		\$ 48.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owned Animal Emergency Assistance	During Business Hours (1 hr min)	per hour	\$ 112.00		\$ 112.00	1 hr. min	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Owned Animal Emergency Assistance	After Business Hours (2 hr min)	per hour	\$ 149.00		\$ 149.00	2 hr. min	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
8801.81.8149-57.8490		Spay/Neuter Deposit	Dog		\$ 75.00		\$ 75.00	Regulated by 31751.2 (b)(1)-fee no more than \$75.00	Fee amount regulated by mandate, cannot increase
8801.81.8149-57.8490		Spay/Neuter Deposit	Cat		\$ 75.00		\$ 75.00	Regulated by 31751.2 (b)(1)-fee no more than \$75.00	Fee amount regulated by mandate, cannot increase
8801.81.8149-57.8490		Rabies Testing	Health Dept. FRA/lab Test		\$165.00 / \$105.00		\$165.00 / \$105.00	per Monterey County	Fee amount regulated by mandate, cannot increase
8801.81.8149-57.8490		Rabies Testing	Decapitation fee		\$80.00-\$303.00		\$80.00-\$303.00	if required	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Abatement/Nuisance Hearing	Per Officer hour 1 hour minimum; 20 hour max	per hour	\$ 103.00		\$ 103.00	1 hour minimum; 20 hour max	To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Reports And/Or File Copies	Document Search		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Reports And/Or File Copies	Copy Fee	per page	\$ 0.12		\$ 0.12		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-52.4010		Other Animal Shelter Services	Potentially Dangerous Dog Annual Fee	penalty	\$ 300.00		\$ 300.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.40.4170-52.4010		Other Animal Shelter Services	Vicious Dog Annual Fee	penalty	n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	FeLV Test (only)		n/a		n/a		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Parvo Test		\$ 42.00		\$ 42.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Bordetella		\$ 18.00		\$ 18.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	Da2PP		\$ 12.00		\$ 12.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)
1000.40.4170-56.4090		Vaccination Fees	FVRCP		\$ 10.00		\$ 10.00		To align with County fee due to joint operations/agreement (amount subject to change to match approved JPA fee)

LIBRARY

1000.60.6005-56.6310		Library Services	Public Printing Fee B/W	per page	\$ 0.10		\$ 0.10	Fee for printing from all library printers, microfilm readers, copy machines, etc.	
1000.60.6005-56.6310		Library Services	Public Printing Fee Color	per page	\$ 0.25	\$ 0.26	\$ 0.25	Fee for printing from all library printers, microfilm readers, copy machines, etc.	
1000.60.6005-56.6320		Library Services	Overdue item fees for childrens/young adult collection material (per day)	per day	\$ -		\$ -	No fee assessed	
1000.60.6005-56.6330		Library Services	Replace Lost/Damaged (Nonrepairable) Items	per item	Cost of item or \$20.00/item if cost unknown		Cost of item or \$20.00/item if cost unknown	Patrons may submit a replacement for an item that is lost or damaged. The LCS Director or designee has the right to refuse the replacement if it is determined to not be equivalent to the item lost or damaged.	Reasonable cost to replace item per department
1000.60.6005-56.6330		Library Services	Lost/Damaged items processing fee	per item	\$ 5.00		\$ 5.00	Cost to process replacements for lost/damaged items (including patron-provided replacements)	Reasonable cost to replace item per department
1000.60.6005-56.6300		Other Library Fees	Repairable item damage	per item	\$ 5.00		\$ 5.00		Reasonable cost to replace item per department
1000.60.6005-56.6300		Other Library Fees	Library card replacement	per card	\$ 2.00	\$ 2.07	\$ 2.00		
1000.60.6005-56.6300		Other Library Fees	Sale of Items*: Ear buds	per item	\$ 1.00	\$ 1.04	\$ 1.00		
1000.60.6005-56.6300		Other Library Fees	Library Meeting Room: Application Fee	per fiscal year	\$ 38.00	\$ 39.41	\$ 39.50	Fee waived for current nonprofit/educational program partners	
1000.60.6005-56.6300		Other Library Fees	Library Meeting Room: After Library Hours Usage	Hourly	\$24.00 + Tiered Rental fee		\$25.00 + Tiered Rental fee	Cost for usage of building after hours	
1000.60.6005-56.6300		Other Library Fees	Library Meeting Room: Rental Fee Tier 1	Hourly	Application fee only		Application fee only	Tier 1: Nonprofit associations & registered neighborhood associations	
1000.60.6005-56.6300		Other Library Fees	Library Meeting Room: Rental Fee Tier 2	Hourly	\$ 69.00	\$ 71.55	\$ 71.50	Tier 2: Local or State Government associations (not including City of Salinas)	
1000.60.6005-56.6300		Other Library Fees	Library Meeting Room: Rental Fee Tier 3	Hourly	\$ 98.00	\$ 101.63	\$ 101.75	Tier 3: Private or Commercial usage	
1000.60.6005-56.6300		Other Library Fees	Deposit for rental clean-up		\$ 200.00		\$ 200.00	Required if meals are to be served, or decorations used. Required for Tier 3 Rental.	Deposit, increasing not applicable

RECREATION

1000.00.0000-56.8090		Administration	Parade Permit Fees		\$ 80.75	\$ 83.74	\$ 83.75		
1000.40.4130-56.4100		Administration	Noise Regulation Fees-per event		\$ 136.00	\$ 141.03	\$ 141.00		
1000.00.0000-56.8120		Special Event Application Fee	Special Event Application Fee - Major		\$ 288.25	\$ 298.92	\$ 299.00		
1000.00.0000-56.8120		Special Event Application Fee	Special Event Application Fee - Minor		\$ 115.25	\$ 119.51	\$ 119.50		
1000.55.6239-56.6080		Sherwood Hall	Application Fee		\$ 363.25	\$ 376.69	\$ 376.75		
1000.55.6243-56.6070		Community Center Rental Fees-Sherwood Hall	Rental Rates -Category I City Activities		N/C		N/C		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.55.6243-56.6070		Community Center Rental Fees-Sherwood Hall Education programs by Local Schools (ADA received or fee charged-teachers, training, Staff meetings. Fund raising and Business meetings for Salinas Charities (California. Revenue and Tax Code 23701 D Local Salinas performing arts organization focusing on youth	Rental Rates- Category II Day Rate 8:00am-6:00pm Mon-Thurs		\$ 634.25	\$ 657.72	\$ 657.75		
1000.55.6243-56.6070		Community Center Rental Fees-Sherwood Hall -Education programs by Local Schools (ADA received or fee charged-teachers, training, Staff meetings. Fund raising and Business meetings for Salinas Charities (California. Revenue and Tax Code 23701 D Local Salinas performing arts organization focusing on youth	Category II Evening Rate 6:00pm-12:00am Mon-Thurs		\$ 634.25	\$ 657.72	\$ 657.75		
1000.55.6243-56.6070		Community Center Rental Fees-Sherwood Hall -Education programs by Local Schools (ADA received or fee charged-teachers, training, Staff meetings. Fund raising and Business meetings for Salinas Charities (California. Revenue and Tax Code 23701 D Local Salinas performing arts organization focusing on youth	Category II Inclusive Rate 8:00am-12:00am Mon-Thurs		\$ 876.25	\$ 908.67	\$ 908.75		
1000.55.6243-56.6070		Community Center Rental Fees Sherwood Hall Fund-raising and Business meetings for Non-Profit (other than Calif. Revenue & Tax Code 23701 D) Religious - Local Salinas performing arts organization focusing on youth	Category II Day 8:00am-6:00pm Rate Fri.-Sun		\$ 945.00	\$ 979.97	\$ 980.00	Category II Rental Rates- Day 8:00am-6:00pm Rate Fri.-Sun	
1000.55.6243-56.6070		Community Center Rental Fees-Sherwood Hall -Education programs by Local Schools (ADA received or fee charged-teachers, training, Staff meetings. Fund raising and Business meetings for Salinas Charities (California. Revenue and Tax Code 23701 D Local Salinas performing arts organization focusing on youth	Category II Evening Rate 6:00pm-12:00am Fri-Sun		\$ 945.00	\$ 979.97	\$ 980.00	Category II Rental Rates- Evening Rate 6:00pm-12:00mid Fri-Sun	
1000.55.6243-56.6070		Community Center Rental Fees-Sherwood Hall -Education programs by Local Schools (ADA received or fee charged-teachers, training, Staff meetings. Fund raising and Business meetings for Salinas Charities (California. Revenue and Tax Code 23701 D Local Salinas performing arts organization focusing on youth	Category II Inclusive Rate 8:00am-12:00am Fri.-Sun		\$ 1,198.75	\$ 1,243.10	\$ 1,243.00	Category II Rental Rates- Inclusive Rate 8:00am-12:00mid Fri.-Sun	
1000.55.6243-56.6070		Community Center Rental Rates Sherwood Hall Category III-Fund-raising and Business meetings for Non-Profit (other than California Tax Code 23701 D) Religious Events Private and Political Event, Monterey Count Govt Agencies, Social Events - Salinas Groups	Category III Rental Rates Day Rate 8:00am-6:00pm		\$ 945.00	\$ 979.97	\$ 980.00		
1000.55.6243-56.6070		Community Center Rental Rates Sherwood Hall Category III-Fund-raising and Business meetings for Non-Profit (other than California Tax Code 23701 D) Religious Events Private and Political Event, Monterey Count Govt Agencies, Social Events - Salinas Groups	Category III Rental Rates 6:00pm-12:00am Evening Rate		\$ 945.00	\$ 979.97	\$ 980.00		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.55.6243-56.6070		Community Center Rental Rates Sherwood Hall Category III-Fund-raising and Business meetings for Non-Profit (other than California Tax Code 23701 D) Religious Events Private and Political Event, Monterey Count Govt Agencies, Social Events - Salinas Groups	Category III Rental Rates Inclusive 8:00am-12:00am		\$ 1,198.75	\$ 1,243.10	\$ 1,243.00		
1000.55.6243-56.6070		Community Center Rental Rates Sherwood Hall Category III-Private and Political Events, Non-Monterey County Govt. Agencies, Social Events non- Salinas Groups	Category III Rental Rates Day rate 8:00am-6:00pm		\$ 1,153.00	\$ 1,195.66	\$ 1,195.75	Category III Rental Rates- Day Rate 8:00am-6:00pm	
1000.55.6243-56.6070		Community Center Rental Rates Sherwood Hall Category III-Private and Political Events, Non-Monterey County Govt. Agencies, Social Events non- Salinas Groups	Category III Rental Rate - Evening Rate 6:00pm- 12:00am		\$ 1,153.00	\$ 1,195.66	\$ 1,195.75		
1000.55.6243-56.6070		Community Center Rental Rates Sherwood Hall Category III-Private and Political Events, Non-Monterey County Govt. Agencies, Social Events non- Salinas Groups	Category III Rental Rate inclusive Rate		\$ 1,660.00	\$ 1,721.42	\$ 1,721.50		
1000.55.6243-56.6070		Community Center Rental Fees Sherwood Hall Commercial Sales and Auction Salinas and Non-Salinas Organizations	Rental Rates Category III Day 8:00am-6:00pm		\$ 1,360.50	\$ 1,410.84	\$ 1,410.75		
1000.55.6243-56.6070		Community Center Rental Fees Sherwood Hall Commercial Sales and Auction Salinas and Non-Salinas Organizations	Rental Rates Category III Evening Rate 6:00am-12:00pm		\$ 1,337.50	\$ 1,386.99	\$ 1,387.00		
1000.55.6243-56.6070		Community Center Rental Fees Sherwood Hall Commercial Sales and Auction Salinas and Non-Salinas Organizations	Rental Rates Category III Inclusive Rate 8:00am-12:00pm		\$ 1,994.25	\$ 2,068.04	\$ 2,068.00		
1000-55.6243-56.6070		Community Center Rental Fees Sherwood Hall Commercial Admission	Category IV Rental Rates Day Rate 8:00am-6:00pm		\$1,129.75 or 12% of gross		\$1,171.50 or 12% of gross		
1000.55.6243-56.6070		Community Center Rental Fees Sherwood Hall Commercial Admission	Category IV Rental Rates Evening Rate 6:00pm-12:00am		\$1,129.75 or 12% of gross		\$1,171.50 or 12% of gross		
1000.55.6243-56.6070		Community Center Rental Fees Sherwood Hall Commercial Admission	Category IV Inclusive Rate 8:00am-12:00am		\$1,567.75 or 12% of gross		\$1,625.75 or 12% of gross		
1000.55.6243-56.6070		Community Center Rental Fees Sherwood Hall	Multiple event days		Multiple event days- 20% reduction in base rent on succeeding days after third event day		Multiple event days- 20% reduction in base rent on succeeding days after third event day		
1000.55.6243-56.6070		Community Center Sherwood Hall Overtime hours - 6:00am-8:00am, 12:00am-1:00am, 1:00am-2:00am- 2:00am-3:00am,after 3:00am-	Overtime Fees		\$92.75-\$209.00		\$96.25-\$216.75		
1000.55.6243-56.6070		Community Center Rental Fees - Sherwood Hall	Rehearsal Days	per hour, 6 hr min	\$ 83.00	\$ 86.07	\$ 86.00		
1000.55.6243-56.6070		Community Center Rental Fees - Sherwood Hall	Sherwood Hall Parking Lot rental costs	per event date	\$ 1,129.75	\$ 1,171.55	\$ 1,171.50		
1000.55.6239-56.6080		Santa Lucia Room	Application Fee for Categories II,III,IV		\$ 242.00	\$ 250.95	\$ 251.00		
1000.55.6243-56.6070		Community Center Rental Fees - Santa Lucia Category I City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents	Category I Day Rate 8:00am-5:00pm Application fee per 6 months	per 6 months	\$ 39.25	\$ 40.70	\$ 40.75		
1000.55.6243-56.6070		City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents	Category I Evening Rate 5:00pm-10:00pm Application fee per 6 months		\$ 39.25	\$ 40.70	\$ 40.75		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.55.6243-56.6070		City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents	Category I Hourly rate 3 hour minimum application fee per 6 months		\$ 39.25	\$ 40.70	\$ 40.75		
1000.55.6243-56.6070		Community Center Rental Fees- Category II Santa Lucia Room Education programs by Local Schools (ADA received or fee charged- no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit	Category II Day Rate 8:00am- 5:00pm		\$ 201.75	\$ 209.21	\$ 209.25		
1000.55.6243-56.6070		Santa Lucia Room Education programs by Local Schools (ADA received or fee charged- no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit	Category II Evening Rate		\$ 201.75	\$ 209.21	\$ 209.25		
1000.55.6243-56.6070		Santa Lucia Room Education programs by Local Schools (ADA received or fee charged- no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit	Category II Hourly rate (3 hour minimum)		\$ 49.75	\$ 51.59	\$ 51.50		
1000.55.6243-56.6070		Community Center Rental Fees-Category III Santa Lucia Rm. Non Monterey Co. Government programs, Private/Political. Religious, Social Events. Commercial Sales and Auctions -Salinas Organizations	Category III Day Rate 8:00am- 5:00pm		\$ 345.75	\$ 358.54	\$ 358.50	Category III Rental Rates - Day Rate 8:00am- 5:00pm	
1000.55.6243-56.6070		Community Center Rental Fees Santa Lucia Room Category III Non Monterey Co. Government programs, Private/Political. Religious, Social Events	Category III Evening Rate 8:00am-5:00pm		\$ 345.75	\$ 358.54	\$ 358.50	Category III Rental Rates - Evening Rate 5:00pm-10:00pm	
1000.55.6243-56.6070		Community Center Rental Fees Santa Lucia Room Category III Non Monterey Co. Government programs, Private/Political. Religious, Social Events	Category III Hourly rate 3 hour minimum		\$ 77.00	\$ 79.85	\$ 79.75		
1000.55.6243-56.6070		Community Center Rental Rates Santa Lucia Rm- Commercial Sales and Auctions - Salinas Organizations	Category III Rental Rate Day Rate 8:00am-5:00pm		\$ 345.75	\$ 358.54	\$ 358.50		
1000.55.6243-56.6070		Community Center Rental Rates Santa Lucia Rm- Commercial Sales and Auctions - Salinas Organizations	Category III Rental Rate Evening Rate 5:00pm-10:00pm		\$ 345.75	\$ 358.54	\$ 358.50		
1000.55.6243-56.6070		Community Center Rental Rates Santa Lucia Rm- Commercial Sales and Auctions - Salinas Organizations	Category III Rental Rate-Hourly Rate- 3 Hour minimum		\$ 77.00	\$ 79.85	\$ 79.75		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category III Commercial Sales and Auctions - Non- Salinas Organizations	Category III Rental Rates - Day Rate 8:00am-5:00pm		\$ 397.75	\$ 412.47	\$ 412.50		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category III Commercial Sales and Auctions - Non- Salinas Organizations	Category III Rental Rate Evening Rate 5:00pm-10:00pm		\$ 397.75	\$ 412.47	\$ 412.50		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category III Commercial Sales and Auctions - Non- Salinas Organizations	Category III Rental Rates - Hourly Rate 3 hour minimum		\$ 89.75	\$ 93.07	\$ 93.00		
1000.55.6243-56.6070		Community Center Rental Rates Santa Lucia Rm- Category IV Commercial Admission Events	Category IV Rental Rate Day Rate 8:00am-5:00pm		\$345.75 or 12% of gross		\$358.50 or 12% of gross		
1000.55.6243-56.6070		Community Center Rental Rates Santa Lucia Rm- Category IV Commercial Admission Events	Category IV Rental Rate Evening Rate 5:00pm-10:00pm		\$345.75 or 12% of gross		\$358.50 or 12% of gross		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category IV Commercial Admission Events	Category IV Rental Rates - Hourly Rate 3 hour minimum		\$77.00 or 12% of gross		\$79.75 or 12% of gross		

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1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Room	Multiple event days- 20% reduction in base rent on succeeding days after third event day		Multiple event days- 20% reduction in base rent on succeeding days after third event day		Multiple event days- 20% reduction in base rent on succeeding days after third event day		
1000.55.6243-56.6070		Community Center Rental Fees- Santa Lucia Room Categories I,II, III- Salinas	Overtime Hours hours-Midnight to 8:00am		\$89.75/hr plus any personnel costs		\$93.00/hr plus any personnel costs		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category IV Commercial Admission Events	Category IV Rental Rate Non- Operating Hours 8:00am-12:00am		\$945.00 or 12% of gross		\$980.00 or 12% of gross		
1000.55.6243-56.6070		Community Center Rental Fees- Category I Gabilan Rooms/Fremont Rm City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents,	Gabilan/Fremont Rm Category I Day Rate 8:00am-5:00pm application fee per 6 months		\$ 39.25	\$ 40.70	\$ 40.75		
1000.55.6243-56.6070		Community Center Rental Fees- Category I Gabilan Rooms/Fremont Rm City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents,	Gabilan/Fremont Rm Category I Evening Rate 5:00pm-10:00pm application fee for 6 months		\$ 39.25	\$ 40.70	\$ 40.75		
1000.55.6243-56.6070		Community Center Rental Fees- Category I Gabilan Rooms/Fremont Rm City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents,	Gabilan/Fremont Rm Category I hourly rate 3 hour minimum		\$ 39.25	\$ 40.70	\$ 40.75		
1000.55.6243-56.6070		Community Center Rental Fees- Category I Gabilan Rooms/Fremont Rm City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents,	Non-operating hours Day Rate 8:00am- 6:00pm		\$ 489.75	\$ 507.87	\$ 507.75		
1000.55.6243-56.6070		Community Center Rental Fees- Category I Gabilan Rooms/Fremont Rm City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents,	Non-operating hours Evening Rate 6:00pm-12:00pm		\$ 489.75	\$ 507.87	\$ 507.75		
1000.55.6243-56.6070		Community Center Rental Fees- Category I Gabilan Rooms/Fremont Rm City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents,	Non-operating hours Inclusive 8:00am-12:00am		\$ 864.50	\$ 896.49	\$ 896.50		
1000.55.6243-56.6070		Community Center Rental Rates Category II Gabilan Rooms/Fremont Room Education programs by Local Schools (ADA received or fee charged-no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit.	Gabilan/Fremont Rm Category II Rental Rates - Day Rate 8:00am-5:00pm		\$ 77.00	\$ 79.85	\$ 79.75		
1000.55.6243-56.6070		Community Center Rental Rates II Gabilan Rooms/Fremont Room Education programs by Local Schools (ADA received or fee charged-no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit.	Gabilan/Fremont Rm Category II Evening Rate 5:00am-10:00pm		\$ 77.00	\$ 79.85	\$ 79.75		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.55.6243-56.6070		Community Center Rental Rates II Gabilan Rooms/Fremont Room Education programs by Local Schools (ADA received or fee charged-no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit.	Gabilan/Fremont Rm Category II Hourly Rate 3 hr. minimum		\$23.00	\$23.85	\$23.75		
1000.55.6243-56.6070		Community Center Rental Rates II Gabilan Rooms/Fremont Room Education programs by Local Schools (ADA received or fee charged-no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit.	Category II non-Operating Hours Day Rate 8:00am-6:00pm		\$489.75	\$507.87	\$507.75		
1000.55.6243-56.6070		Community Center Rental Rates II Gabilan Room/Fremont Room Education programs by Local Schools (ADA received or fee charged-no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit.	Category II non-Operating hours evening rate 6:00pm-12:00am		\$489.75	\$507.87	\$507.75		
1000.55.6243-56.6070		Community Center Rental Rates II Gabilan Rooms/Fremont Room Education programs by Local Schools (ADA received or fee charged-no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit.	Category II non-Operating hours Inclusive rate 8:00am-12:00am		\$864.50	\$896.49	\$896.50		
1000.55.6243-56.6070		Community Center Rental Rates Category III Gabilan Rooms/Fremont Room Non-Monterey Co. Government programs, Private/Political. Religious, Social Events-	Gabilan/Fremont Rm Category II Day Rate 8:00am-5:00pm		\$98.00	\$101.63	\$101.75	Gabilan/Fremont Rm Category III Day Rate 8:00am-5:00pm	
1000.55.6243-56.6070		Community Center Rental Rates Category III Gabilan Rooms/Fremont Room Non-Monterey Co. Government programs, Private/Political. Religious, Social Events-	Gabilan/Fremont Rm Category II Evening Rate 5:00pm-10:00pm		\$98.00	\$101.63	\$101.75	Gabilan/Fremont Rm Category III Evening Rate 5:00pm-10:00pm	
1000.55.6243-56.6070		Community Center Rental Rates II Gabilan Rooms/Fremont Room Education programs by Local Schools (ADA received or fee charged-no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non-Salinas -Non-Profit.	Gabilan/Fremont Rm Category II Hourly Rate 3 hr. minimum		\$29.00	\$30.07	\$30.00	Community Center Rental Rates Category III Gabilan Rooms/Fremont Room Non-Monterey Co. Government programs, Private/Political. Religious, Social Events- Gabilan/Fremont Rm Category III Hourly Rate 3 hr. minimum	
1000.55.6243-56.6070		Community Center Rental Rates Category III Gabilan Rooms/Fremont Room Non-Monterey Co. Government programs, Private/Political. Religious, Social Events-	Category III Non-operating hours Day Rate 8:00am- 6:00pm		\$489.75	\$507.87	\$507.75		
1000.55.6243-56.6071		Community Center Rental Rates Category III Gabilan Rooms/Fremont Room Non-Monterey Co. Government programs, Private/Political. Religious, Social Events-	Category III non-Operating hours evening rate 6:00pm-12:00am		\$489.75	\$507.87	\$507.75		
1000.55.6243-56.6072		Community Center Rental Rates Category III Gabilan Rooms/Fremont Room Non-Monterey Co. Government programs, Private/Political. Religious, Social Events-	Category III non-Operating hours Inclusive rate 8:00am-12:00am		\$945.00	\$979.97	\$980.00		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Salinas Organizations	Category III Gabilan/Fremont Rm Day Rate 8:00am-5:00pm		\$98.00	\$101.63	\$101.75		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Salinas Organizations	Gabilan/Fremont Rm Evening Rate 5:00pm-10:00am		\$98.00	\$101.63	\$101.75	Gabilan/Fremont Rm Evening Rate 5:00pm-10:00pm	
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Salinas Organizations	Gabilan/Fremont Rm Category III Hourly rate 3 hour minimum		\$29.00	\$30.07	\$30.00		

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NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Salinas Organizations	Non-Operating Hour Category III Gabilan/Fremont Rm Day Rate 8:00am-6:00pm		\$ 489.75	\$ 507.87	\$ 507.75		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Salinas Organizations	Non-Operating Hours Gabilan/Fremont Rm Evening Rate 6:00pm-12:00am		\$ 489.75	\$ 507.87	\$ 507.75		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Salinas Organizations	Non-operating hours-Gabilan/Fremont Rm Category III Inclusive rate 8:00am-12:00am		\$ 945.00	\$ 979.97	\$ 980.00		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Non- Salinas Organizations	Category III Gabilan/Fremont Rm Day Rate 8:00am-5:00pm		\$ 115.25	\$ 119.51	\$ 119.50		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Non-Salinas Organizations	Gabilan/Fremont Rm Evening Rate 5:00pm- 10:00pm		\$ 115.25	\$ 119.51	\$ 119.50		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Non-Salinas Organizations	Gabilan/Fremont Rm Category III Hourly rate 3 hour minimum		\$ 29.00	\$ 30.07	\$ 30.00		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Non-Salinas Organizations	Non-Operating Hour Category III Gabilan/Fremont Rm Day Rate 8:00am-6:00pm		\$ 489.75	\$ 507.87	\$ 507.75		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Non-Salinas Organizations	Non-Operating Hours Gabilan/Fremont Rm Evening Rate 6:00pm-12:00am		\$ 489.75	\$ 507.87	\$ 507.75		
1000.55.6243-56.6070		Com Center Rental Fees-Category III Gabilan Rooms/Fremont Rm Commercial Sales and Auction Non-Salinas Organizations	Non-operating hours-Gabilan/Fremont Rm Category III Inclusive rate 8:00am-12:00am		\$ 945.00	\$ 979.97	\$ 980.00		
1000.55.6243-56.6070		Com Center Rental Fees-Gabilan Rooms/Fremont Rm Category IV Commercial Admission Events	Category III Gabilan/Fremont Rm Day Rate 8:00am-5:00pm		\$ 103.75	\$ 107.59	\$ 107.50		
1000.55.6243-56.6070		Com Center Rental Fees-Gabilan Rooms/Fremont Rm Category IV Commercial Admission Events	Category III Gabilan/Fremont Rm Day Evening Rate 6:00pm-12:00am		\$ 103.75	\$ 107.59	\$ 107.50		
1000.55.6243-56.6070		Com Center Rental Fees-Gabilan Rooms/Fremont Rm Category IV Commercial Admission Events	Category IV Gabilan/Fremont Rm Hourly Rate 3 Hour minimum		\$31.25 or 12% of gross		\$32.50 or 12% of gross		
1000.55.6243-56.6070		Com Center Rental Fees-Gabilan Rooms/Fremont Rm Category IV Commercial Admission Events	Category IV Gabilan/Fremont Rm Non- operating hours 8:00am-12:00am		\$864.50 or 12% of gross		\$896.50 or 12% of gross		
1000.55.6243-56.6070		Com Center Rental Fees - Gabilan Rooms/Fremont	Multiple event days- 20% reduction in base rent on succeeding days after third event day		Multiple event days- 20% reduction in base rent on succeeding days after third event day		Multiple event days- 20% reduction in base rent on succeeding days after third event day		
1000.55.6243-56.6070		Com Center Rental Fees-Gabilan Rooms/Fremont Rm	Overtime Hours-Midnight to 8:00am		\$ 89.75	\$ 93.07	\$ 93.00		
1000.55.6239-56.6080		Other Rec Bldg Rental Fees -Bread Box, Central Park, Closter Park, El Dorado Park, Firehouse Building, Hebbron Building.	Category I -Application Fee-Educational programs for students of local schools. No ADA or fees charged as per City/School Business meetings for Salinas non-profit. Monterey County Govt. programs for SALINAS Residents	per 6 months	\$39.25 application fee per 6 months		\$40.75 application fee per 6 months		
1000.55.6232-56.6090		Recreation Facility Center Rental Fees -	Category II Education for local Schools (ADA or fee) Fund raising for Salinas non-profit events-Boy Scouts, Girl Scouts, United Way, etc., Business meetings for non-Salinas non- profit	per hour	\$69.00-\$138.25		\$71.50-\$143.25		

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1000.55.6239-56.6100		Recreational Facility Use Fee	Category III Government Programs-non- Mty City, Religious events, Private/Political events, fund raising events non-Salinas non-profits, Agencies outside of Salinas, Social Events	per hour	\$76.00-\$147.50		\$78.75-\$153.00		
1000.55.6239-56.6100		Recreational Facility Use Fees- .	Category IV Commercial Events- Anything else not fitting into the other three categories	per hour	\$83.00-\$184.50 or 12% of gross proceeds		\$86.00-\$191.25 or 12% of gross proceeds		
1000.55.6239-56.6100		Recreational Facility Use Fees	Deposit for clean-up at all sites		\$150.00 - \$755.00		\$155.50 - \$783.00		
1000.56.6239-56.6010		Recreation Facility Center Rental Fees -	Non-Operational Hours Gymnasium rental		Non-operational Hours - Same rental charge plus cost of personnel on duty at prevailing hourly rate(staffing as per Department recommendations)		Non-operational Hours - Same rental charge plus cost of personnel on duty at prevailing hourly rate(staffing as per Department recommendations)		
1000.56.6239-56.6070		Recreation Facility Center Rental Fees -	Non-Operational Hours Gymnasium rental	per hour	\$ 25.00	\$ 25.93	\$ 26.00		
1000.55.6243-56.6081		Box Office Fees	Sherwood Hall Reserved Seating Events Third Party Cost		Actual Cost		Actual Cost		
1000.55.6243-56.6081		Box Office Fees	Third Party costs as required		Actual Cost		Actual Cost		
1000.55.6243-56.6081		Box Office Fees Service Charge	Box Office Sales	per ticket	\$ 8.75	\$ 9.07	\$ 9.00		
1000.55.6243-56.6081		Box Office Fees Service Charge	Ticket Telephone Charges	per ticket	\$ 8.75	\$ 9.07	\$ 9.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Tables, all sizes	per day	\$ 6.50	\$ 6.74	\$ 6.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Chairs, Stacking	per day, each	\$ 1.00	\$ 1.04	\$ 1.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Podium	per day, each	\$ 19.75	\$ 20.48	\$ 20.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Podium with built in PA System	per day, each	\$ 49.75	\$ 51.59	\$ 51.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Public Address System	per day	\$ 77.00	\$ 79.85	\$ 79.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Kitchen (Santa Lucia)	per day	\$ 173.00	\$ 179.40	\$ 179.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Kitchen (Sherwood Hall)	per day	\$ 300.00	\$ 311.10	\$ 311.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Easels	per day, each	\$ 4.50	\$ 4.67	\$ 4.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Caterers Fee		\$69.00-\$138.25		\$71.50-\$143.25		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Bar (Hall)	per day	\$ 184.50	\$ 191.33	\$ 191.25		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Sound System (Hall)	per use	\$ 103.75	\$ 107.59	\$ 107.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Sound System (Hall): for announcements	per use	\$ 178.50	\$ 185.10	\$ 185.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Sound System 32 Channel Mixer for spoken word, singing and live music	per use	\$ 294.00	\$ 304.88	\$ 305.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Lighting System (Hall) (complete system plus staff)	per use	\$ 224.75	\$ 233.07	\$ 233.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Lighting System (Hall): overhead stage fill symphony lights/apron/pod special		\$ 124.25	\$ 128.85	\$ 128.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Lighting System (Hall): power distribution-power addit. follow spots; light rail/stage		\$ 77.00	\$ 79.85	\$ 79.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Company Panels (on stage power distribution)	per use	\$ 86.50	\$ 89.70	\$ 89.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Orchestra Shell	per use	\$ 121.00	\$ 125.48	\$ 125.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Screen (10.5' x 14' F/R projector)		\$ 121.00	\$ 125.48	\$ 125.50		

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1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Screen: Skirt and Drape	add per use	\$ 46.00	\$ 47.70	\$ 47.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Organ and Speakers	per use	\$ 150.00	\$ 155.55	\$ 155.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Grand Piano	per use	\$ 184.50	\$ 191.33	\$ 191.25		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Spinet pianos	per use	\$ 75.00	\$ 77.78	\$ 77.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Follow Spots	each, per use	\$ 83.00	\$ 86.07	\$ 86.00	plus hourly staff	
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Personnel - prevailing rate established by salary schedule		per hourly rate of personnel		per hourly rate of personnel		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Lockers: small	per month	\$ 12.75	\$ 13.22	\$ 13.25		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Lockers: large	per month	\$ 31.25	\$ 32.41	\$ 32.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Risers	per use	\$ 10.25	\$ 10.63	\$ 10.75		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Clear Com's	per headset, per day	\$ 8.25	\$ 8.56	\$ 8.50		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Microphones-corded	per day, each	\$ 12.75	\$ 13.22	\$ 13.25		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Microphones wireless or headset	per day, each	\$ 24.00	\$ 24.89	\$ 25.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Microphone stands	per day, each	\$ 4.50	\$ 4.67	\$ 4.75		
1000.55.6243-56.6071		Community Center Equipment Fees (All Equipment stays on site)	Music stands	each, per use	\$ 1.00	\$ 1.04	\$ 1.00		
1000.55.6243-56.6071		Community Center Equipment Fees (all equipment stays on site)	Extension cords and power cords	per day, each	\$ 2.00	\$ 2.07	\$ 2.00	no charge if part of on-stage distro	
1000.55.6243-56.6071		Sherwood Tennis Fees	10:00 a.m. up to 4:00 p.m.	per person, contracted	\$ 4.50	\$ 4.67	\$ 4.75	Sherwood Tennis 1 1/2 hours	
1000.55.6243-56.6071		Sherwood Tennis Fees	4:00 p.m. to closing	per person, contracted	\$ 6.00	\$ 6.22	\$ 6.25	Sherwood Tennis 1 1/2 hours	
1000.55.6239-56.6020		Sherwood Tennis Fees	Non-resident fee		\$ 38.00	\$ 39.41	\$ 39.50	Reserved Picnic Area Fees (All Parks)	
1000.55.6239-56.6020		Sherwood Tennis Fees	Small Group under 50 people		\$ 71.50	\$ 74.15	\$ 74.25	Reserved Picnic Areas (Sherwood Park & Cesar Chavez Park)	
1000.55.6239-56.6030		Reserved Picnic Area Fees (All Parks)	Each additional table & pit		\$ 34.50	\$ 35.78	\$ 35.75	Sherwood Park & Cesar Chavez Park Only	
1000.55.6239-56.6030		Reserved Picnic Area Fees (Sherwood Park & Cesar Chavez)	Pads C&D together		\$ 91.75	\$ 95.14	\$ 95.25		
1000.55.6239-56.6030		Reserved Picnic Area Fees (Sherwood Park & Cesar Chavez)	Entire main picnic area		\$ 449.75	\$ 466.39	\$ 466.50		
1000.55.6239-56.6030		Reserved Picnic Area Fees (Sherwood Park & Cesar Chavez)	Picnic Area Deposit		\$ 52.00	\$ 53.92	\$ 54.00		
1000.55.6239-56.6030		Reserved Picnic Area Fees (Sherwood Park & Cesar Chavez)	Bounce House		\$ 46.00	\$ 47.70	\$ 47.75	Reserved Picnic Area Fees (Sherwood Park, Natividad Creek Park, and Hartnell Park)	
1000.55.6239-56.6030		Reserved Picnic Area Fees (Sherwood Park & Cesar Chavez)	Pads A,B,D,E	per pad	\$57.50-\$75.00		\$59.75-\$77.75	El Dorado Park	
1000.55.6239-56.6030		Reserved Picnic Area Fees (Sherwood Park)	Reservation Fee		\$57.50-\$161.50		\$59.75-\$167.50	Natividad Creek Park Pads A, B, D, C, E	
1000.55.6239-56.6030		Reserved Picnic Area Fees (El Dorado Park)	Amphitheater or Gazebo/band stand/Placita	each	\$ 121.00	\$ 125.48	\$ 125.50	Natividad Creek Park Gazebo and Closter Park Placita	
1000.55.6239-56.6030		Reserved Picnic Area Fees (Natividad Creek)	Deposit for Amphitheater/Placita clean-up/damage		\$ 219.00	\$ 227.10	\$ 227.00	Natividad Creek Park Gazebo and Closter Park Placita	
1000.55.6239-56.6030		Reserved Picnic Area Fees (Natividad Creek)/(Closter Park)	Use Fee	per game	\$ 31.25	\$ 32.41	\$ 32.50	Ball Fields & Diamonds-Baseball Use Fee--High School / Senior Leagues	

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1000.55.6239-56.6030		Reserved Picnic Area Fees (Natividad Creek)/(Closter Park)	Lights	per hour	\$ 74.00	\$ 76.74	\$ 76.75	Ball Fields & Diamonds-Baseball Use Fee--High School / Senior Leagues	
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - High School/Senior Leagues	Personnel	per hour	per hourly rate of personnel		per hourly rate of personnel		
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - High School/Senior Leagues	Use Fee	per game	\$ 63.50	\$ 65.85	\$ 65.75	Ball Fields & Diamonds-Other Leagues (Except Profession or Commercial)	
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - High School/Senior Leagues	Lights	per hour	\$ 85.50	\$ 88.66	\$ 88.75	Ball Fields & Diamonds-Other Leagues (Except Profession or Commercial)	
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - Other Leagues	Personnel	per hour	per hourly rate of personnel		per hourly rate of personnel		
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - Other Leagues	Field preparation		\$ 65.75	\$ 68.18	\$ 68.25	Ball Fields & Diamonds-Other Baseball Costs	
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - Other Leagues	Practices	per hour	\$ 15.75	\$ 16.33	\$ 16.25	Ball Fields & Diamonds-Other Baseball Costs	
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - Other Baseball Costs	Salinas Charitable Groups	per day	\$ 1,994.25	\$ 2,068.04	\$ 2,068.00	Ball Fields and Diamonds - Baseball - Other Events	
1000.55.6239-56.6040		Ball Fields and Diamonds - Baseball - Other Baseball Costs	Commercial/Private Events	per day	\$2,904.75 or 10% adj. gross receipts, whichever is greater		\$3,012.25 or 10% adj. gross receipts, whichever is greater	Ball Fields and Diamonds - Baseball - Other Events	
1000.55.6239-56.6040		Ball Fields and Diamonds - Other Events	Cleanup/Damage Deposit		\$ 1,244.75	\$ 1,290.81	\$ 1,290.75		
1000.55.6239-56.6040		Ball Fields and Diamonds - Other Events	Flat rate daily fee	per field	\$ 126.75	\$ 131.44	\$ 131.50	Ball Field Fees-Private Softball Tournaments and Special Events	
1000.55.6239-56.6040		Ball Fields and Diamonds - Other Events	Field preparation	per field	\$ 52.00	\$ 53.92	\$ 54.00	Ball Field Fees-Private Softball Tournaments and Special Events	
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Commercial uses	per day	\$ 2,028.75	\$ 2,103.81	\$ 2,103.75		
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Commercial use deposit		\$ 2,927.75	\$ 3,036.08	\$ 3,036.00		
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Clean up/Damage Deposit	per field	\$ 242.00	\$ 250.95	\$ 251.00		
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Concession building	per day	\$ 80.50	\$ 83.48	\$ 83.50		
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Field usage (night) for 1 1/2 hours		\$ 83.00	\$ 86.07	\$ 86.00	Ball Field Fees-Softball for team practice	
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Field usage (day) for 1 1/2 hours (Soccer 2 hours)		\$ 31.25	\$ 32.41	\$ 32.50	Ball Field Fees-Softball for team practice Title: Field usage (day) for 1 1/2 hours	
1000.55.6239-56.6040		Ball Field Fees-Softball for team practice	Field preparation	per field	\$ 52.00	\$ 53.92	\$ 54.00		
1000.55.6239-56.6040		Ball Field Fees-Softball for team practice	Concession building	per day	\$ 83.00	\$ 86.07	\$ 86.00		
1000.55.6239-56.6040		Ball Field Fees-Softball for team practice	Field usage (night) for 1 1/2 hours		\$ 75.00	\$ 77.78	\$ 77.75	Ball Field Fees-Soccer/Hockey/Football Type Events	
1000.55.6239-56.6040		Ball Field Fees-Softball for team practice	Field usage (day) for 1 1/2 hours (Soccer 2 hours)		\$ 31.25	\$ 32.41	\$ 32.50	Ball Field Fees-Soccer/Hockey/Football Type Events	
1000.55.6239-56.6040		Ball Field Fees-Soccer/Hockey/Football Type Events	Field preparation	per field	\$ 83.00	\$ 86.07	\$ 86.00		
1000.55.6239-56.6040		Ball Field Fees-Soccer/Hockey/Football Type Events	Concession building	per day	\$ 83.00	\$ 86.07	\$ 86.00		
1000.55.6239-56.6040		Ball Field Fees-Soccer/Hockey/Football Type Events	Clean-up/damage deposit	per field / soccer complex	\$ 248.00	\$ 257.18	\$ 257.25		
1000.55.6239-56.6040		Ball Field Fees-Soccer/Hockey/Football Type Events	Rec Park determines this fee on annual basis depending on various factors (ie: personnel prevailing rate, number of teams, lighting, maintenance)		Determined by time and material		Determined by time and material		
1000.55.6239-56.6040		Ball Field Fees-Soccer/Hockey/Football Type Events	Rec Park determines this fee on annual basis depending on various factors (ie: personnel prevailing rate, number of teams, lighting, maintenance)		Determined by time and material		Determined by time and material		

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
July 1, 2024

NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.55.6239-56.6050		Youth Sports League Fees	City percentage on fee-paid classes		Determined by time and material		Determined by time and material		
1000.55.6237-56.6060		Reimbursable Fee Activities	Tables, all sizes	per day	\$ 3.25	\$ 3.37	\$ 3.25		
1000.55.6237-56.6060		Reimbursable Fee Activities	Tables: Deposit per 10 tables		\$ 150.00	\$ 155.55	\$ 155.50		
1000.55.6237-56.6060		Reimbursable Fee Activities:Equipment Rental (As Available for Rental)	Chairs, Stacking	per day, each	\$ 1.00	\$ 1.04	\$ 1.00		
1000.55.6237-56.6060		Reimbursable Fee Activities:Equipment Rental (As Available for Rental)	Chairs, folding	per day, each	\$ 0.50	\$ 0.52	\$ 0.50		
1000.55.6237-56.6060		Reimbursable Fee Activities:Equipment Rental (As Available for Rental)	Chairs: Deposit per 10 chairs		\$ 76.00	\$ 78.81	\$ 78.75		
1000.55.6237-56.6060		Reimbursable Fee Activities:Equipment Rental (As Available for Rental)	Field Liner	per day	\$ 24.00	\$ 24.89	\$ 25.00		
1000.55.6237-56.6060		Reimbursable Fee Activities:Equipment Rental (As Available for Rental)	Field Liner: Deposit for damage		\$ 155.50	\$ 161.25	\$ 161.25		
1000.55.6237-56.6060		Reimbursable Fee Activities:Equipment Rental (As Available for Rental)	Bounce House Vendor Fee	per year	\$ 29.00	\$ 30.07	\$ 30.00		
1000.55.6237-56.6060		Community Center Equipment Fees (all equipment stays on site)	DI (electricity distribution) Box- Sherwood Hall Event	per day	\$ 12.25	\$ 12.70	\$ 12.75		
1000.55.6239-56-6030		Community Center Equipment Fees (all equipment stays on site)	Projector Screens	per day	\$ 27.75	\$ 28.78	\$ 28.75		
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Personnel	per hour	per hourly rate of personnel		per hourly rate of personnel		
1000.55.6239-56.6040		Ball Field Fees-Private Softball Tournaments and Special Events	Lights	per hour	\$ 86.00	\$ 89.18	\$ 89.25		
1000.55.6243-56.6070		Community Center Rental Fees - Santa Lucia Category I City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents	Category I Rental Rates - Non-Operating Hours 8:00am-6:00pm		\$ 493.25	\$ 511.50	\$ 511.50		
1000.55.6243-56.6070		Community Center Rental Fees - Santa Lucia Category I City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents	Category I Rental Rates - Non-Operating Hours 6:00pm-12:00mid.		\$ 493.25	\$ 511.50	\$ 511.50		
1000.55.6243-56.6070		Community Center Rental Fees - Santa Lucia Category I City Activities, Business meetings for Salinas non-profit, Education programs for local schools (no ADA or Fee), Monterey Co. Government programs for SALINAS residents	Category I Rental Rates - Non-Operating Hours 8:00am-12:00mid.		\$ 951.75	\$ 986.96	\$ 987.00		
1000.55.6243-56.6070		Community Center Rental Fees- Category II Santa Lucia Room Education programs by Local Schools (ADA received or fee charged- no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non- Salinas -Non-Profit	Category I Rental Rates - Non-Operating Hours 8:00am-6:00pm		\$ 493.25	\$ 511.50	\$ 511.50	Category II Rental Rates - Non- Operating Hours 8:00am-6:00pm	
1000.55.6243-56.6070		Community Center Rental Fees- Category II Santa Lucia Room Education programs by Local Schools (ADA received or fee charged- no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non- Salinas -Non-Profit	Category II Rental Rates - Non-Operating Hours 6:00pm-12:00pm		\$ 493.25	\$ 511.50	\$ 511.50		
1000.55.6243-56.6070		Community Center Rental Fees- Category II Santa Lucia Room Education programs by Local Schools (ADA received or fee charged- no teachers, training, no Staff meetings). Fund raising and Business Meetings for Salinas non-profit, Business Meetings for Non- Salinas -Non-Profit	Category II Rental Rates - Non-Operating Hours 8:00am-12:00mid.		\$ 951.75	\$ 986.96	\$ 987.00		

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
July 1, 2024

NWS GL REVENUE ACCOUNT	NEW	Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes	Recommended Fee varies from 3.7% increase - Explanation on Council Report
1000.55.6243-56.6070		Community Center Rental Fees-Category III Santa Lucia Rm. Non Monterey Co. Government programs, Private/Political. Religious, Social Events. Commercial Sales and Auctions -Salinas Organizations	Category III Rental Rates - Non-Operating Hours 8:00am-6:00pm		\$ 493.25	\$ 511.50	\$ 511.50		
1000.55.6243-56.6070		Community Center Rental Fees-Category III Santa Lucia Rm. Non Monterey Co. Government programs, Private/Political. Religious, Social Events. Commercial Sales and Auctions -Salinas Organizations	Category III Rental Rates - Non-Operating Hours 6:00pm-12:00mid.		\$ 493.25	\$ 511.50	\$ 511.50		
1000.55.6243-56.6070		Community Center Rental Fees-Category III Santa Lucia Rm. Non Monterey Co. Government programs, Private/Political. Religious, Social Events. Commercial Sales and Auctions -Salinas Organizations	Category III Rental Rates - Non-Operating Hours 8:00am-12:00mid.		\$ 951.75	\$ 986.96	\$ 987.00		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category III Commercial Sales and Auctions - Non- Salinas Organizations	Category III Rental Rates - Non-Operating Hours 8:00am-6:00pm		\$ 493.25	\$ 511.50	\$ 511.50		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category III Commercial Sales and Auctions - Non- Salinas Organizations	Category III Rental Rates - Non-Operating Hours 6:00pm-12:00mid.		\$ 493.25	\$ 511.50	\$ 511.50		
1000.55.6243-56.6070		Community Center Rental Fees-Santa Lucia Rm- Category III Commercial Sales and Auctions - Non- Salinas Organizations	Category III Rental Rates - Non-Operating Hours 8:00am-12:00mid.		\$ 951.75	\$ 986.96	\$ 987.00		
1000.55.6239-56.6030		Reserved Picnic Area Fees (Sherwood Park, Hartnell Park, & Natividad Creek Park)	Bounce House Vendor Fee	per year	\$ 29.00	\$ 30.07	\$ 30.00		
1000.55.6239-56.6040		Ball Field Fees - Special Events on the fields, parks or facilities	Flat rate daily fee	per field	\$ 126.75	\$ 131.44	\$ 131.50		
1000.55.6239-56.6041		Ball Field Fees - Special Events on the fields, parks or facilities	Personnel	per hour	per hourly rate of personnel		per hourly rate of personnel		
1000.55.6239-56.6042		Ball Field Fees - Special Events on the fields, parks or facilities	Lights	per hour	\$ 83.50	\$ 86.59	\$ 86.50		
1000.55.6239-56.6043		Ball Field Fees - Special Events on the fields, parks or facilities	Cleanup/Damage Deposit	per field	\$ 236.25	\$ 244.99	\$ 245.00		
1000.55.6239-56.6044		Ball Field Fees - Special Events on the fields, parks or facilities	Field preparation	per field (initial prep done by the city)	\$ 50.75	\$ 52.63	\$ 52.75		
1000.55.6239-56.6045		Ball Field Fees - Special Events on the fields, parks or facilities	Concession Building	per day	\$ 80.75	\$ 83.74	\$ 83.75		
1000.55.6239-56.6046		Ball Field Fees - Special Events on the fields, parks or facilities	Commercial Uses	per day	\$ 1,979.50	\$ 2,052.74	\$ 2,052.75		
1000.55.6239-56.6047		Ball Field Fees - Special Events on the fields, parks or facilities	Commercial Deposit		\$ 2,856.50	\$ 2,962.19	\$ 2,962.25		
1000.55.6239-56.6030	NEW	Park fees	Park fee for Special Events	per event			\$ 60.00		2 hours of Park Maintenance worker

CITY OF SALINAS
 SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
 PERMIT ENTERPRISE FEE TABLE
 July 1, 2024

See Fee Table to Determine Structure of Fees Basic vs Combo
 VALUATION TABLE TO DETERMINE BUILDING PERMIT FEE

VALUATION	Current Fee	CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Minimum
\$1 to \$500	\$73.00	\$75.70	\$76.00 ***	\$76.00
\$501 to \$2,000	\$40.00	\$41.48	\$41.00 for the first \$500 plus \$4.50 for each additional \$100, or fraction thereof, to and including \$2,000, minimum OF ***	
\$2,001 to \$25,000	\$115.00	\$119.26	\$119.00 for the first \$2,000 plus \$19.00 for each additional \$1,000, or fraction thereof, to and including \$25,000***	
\$25,001 to \$50,000	\$648.00	\$671.98	\$672.00 for the first \$25,000 plus \$13.00 for each additional \$1,000, or fraction thereof, to and including \$50,000***	
\$50,001 to \$100,000	\$1,068.00	\$1,107.52	\$1,108.00 for the first \$50,000 plus \$8.00 for each additional \$1,000, or fraction thereof, to and including \$100,000***	
\$100,001 to \$500,000	\$1,645.00	\$1,705.87	\$1,706.00 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000***	
\$500,001 to \$1,000,000	\$5,344.00	\$5,541.73	\$5,542.00 for the first \$500,000 plus \$6.00 for each additional \$1,000, or fraction thereof, to and including \$1,000,000***	
\$1,000,001 and up	\$9,116.00	\$9,453.29	\$9,453.00 for the first \$1,000,000 plus \$4.00 for each additional \$1,000, or fraction thereof***	

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
BUILDING VALUATION DATA TABLE - PRICE PER SQUARE FOOTAGE MINIMUM
PERMIT VALUATION BASELINE
July 1, 2024

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	EQUIPMENT
A-1 Assembly, theaters, with stage	320.50	309.71	302.43	290.96	273.75	265.29	282.08	253.86	245.79	Air Conditioning Commercial.....\$5 Residential.....\$4
A-1 Assembly, theaters, without stage	293.32	282.53	275.24	263.78	246.57	238.11	254.90	226.68	218.60	
A-2 Assembly, nightclubs	246.09	238.75	232.87	223.33	210.50	204.70	215.37	190.48	183.96	
A-2 Assembly, restaurants, bars, banquet halls	245.05	237.71	230.79	222.29	208.43	203.67	214.34	188.40	182.93	REMODELS 50% of per sq ft identified from this list
A-3 Assembly, churches	297.52	286.72	279.44	267.98	251.19	242.73	259.10	231.30	223.22	
A-3 Assembly, general, community halls, libraries, museums	253.83	243.04	234.71	224.29	206.30	198.89	215.42	186.42	179.38	
A-4 Assembly, arenas	292.28	281.49	273.17	262.74	244.49	237.07	253.87	224.60	217.56	OVER 3 STORIES Add 0.5%
B Business	249.81	240.66	231.78	222.00	202.12	194.29	213.29	178.38	170.42	
E Educational	267.23	258.10	251.32	240.48	224.48	213.14	232.21	196.21	190.09	SHELL ONLY Reduce 20%
F-1 Factory and industrial, moderate hazard	150.29	143.22	135.21	130.04	116.65	111.06	124.46	96.12	90.09	
F-2 Factory and industrial, low hazard	149.26	142.18	135.21	129.00	116.65	110.03	123.42	96.12	89.06	OR SIGNED CONTRACT
H-1 High Hazard, explosives	140.30	133.22	126.25	120.04	107.99	101.37	114.47	87.46	N.P.	
H234 High Hazard	140.30	133.22	126.25	120.04	107.99	101.37	114.47	87.46	80.40	
H-5 HPM	249.81	240.66	231.78	222.00	202.12	194.29	213.29	178.38	170.42	
I-1 Institutional, supervised environment	253.49	244.81	237.54	227.95	209.64	203.85	228.24	187.96	182.31	Unfinished Basement (Group R-3 equals \$21 per sq ft)
I-2 Institutional, hospitals	416.07	406.92	398.03	388.25	367.40	N.P.	379.54	343.66	N.P.	
I-2 Institutional, nursing homes	289.48	280.32	271.45	261.67	243.32	N.P.	252.96	219.58	N.P.	NP = not permitted
I-3 Institutional, restrained	283.52	274.36	265.47	255.69	237.61	228.74	246.98	213.87	203.83	
I-4 Institutional, day care facilities	253.49	244.81	237.54	227.95	209.64	203.85	228.24	187.96	182.31	
M Mercantile	183.57	176.23	169.31	160.81	147.75	142.98	152.85	127.73	122.25	
R-1 Residential, hotels	256.08	247.39	240.11	230.53	211.91	206.12	230.82	190.23	184.59	
R-2 Residential, multiple family	214.46	205.77	198.49	188.91	171.53	165.74	189.21	149.85	144.21	
R-3 Residential, one- and two-family	199.71	194.30	189.28	184.63	179.25	172.75	181.49	166.28	156.45	
R-4 Residential, care/assisted living facilities	253.49	244.81	237.54	227.95	209.64	203.85	228.24	187.96	182.31	
S-1 Storage, moderate hazard	139.26	132.19	124.18	119.01	105.92	100.33	113.44	85.39	79.36	
S-2 Storage, low hazard	138.22	131.15	124.18	117.97	105.92	99.29	112.40	85.39	78.32	
U Utility, miscellaneous	108.86	102.70	96.76	92.51	83.42	77.20	88.49	65.77	62.67	

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
PERMIT CENTER ENTERPRISE FUND
July 1, 2024

(5% Technology Surcharge is not included in the Fee Table)
Abbreviated permits may require potential divisional fees that may be associated with the scope of work including but not limited to plan review and copy charges
General Plan Maintenance Fee will not apply to abbreviated permits

NWS GL REVENUE ACCOUNT	Payment Code	Fee Group	Current Fee		CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes
6900.30.3350-52.3040		Electrical					
		Electrical Permits	\$ 220.00	**	\$ 228.14	\$ 228.25	
6900.30.3350-52.3010		Mechanical					
		Mechanical Permits	\$ 80.00	**	\$ 82.96	\$ 83.00	
6900.30.3350-52.3030		Plumbing					
		Plumbing Permits	\$ 70.00		\$ 72.59	\$ 72.50	
		Backflow Preventer	\$ 175.00		\$ 181.48	\$ 181.50	
6900.30.3350-52.3060		Reroof					
		Residential Re-roofs	\$ 220.75		\$ 228.92	\$ 229.00	
		Commercial Re-roofs under 50k sf	\$ 390.75		\$ 405.21	\$ 405.25	
		Commercial Re-roofs over 50k sf	\$ 491.75		\$ 509.94	\$ 510.00	
Varies		Project Dox application fee (to be deducted from the permit fee due)	\$ 50.00		\$ 51.85	\$ 51.75	
6900.30.3350-56.3280	NEW	Building Fire Plan Check Consultant Fee				\$ 137.00	1st Review, determined to be sufficient for cost recovery per department
6900.30.3350-56.3280	NEW	Building Fire Plan Check resubmittal plan review (2nd and subsequent)				\$ 203.50	To match equivalent Fire fee
6900.30.3350-52.3070		Demolition Permit	\$ 170.00		\$ 176.29	\$ 176.25	per hour
6900.30.3350-52.3020		Administrative Permits (plus any other req'd division fees)	\$ 222.75		\$ 230.99	\$ 231.00	
6900.30.3350-56.3400		Fast Track Permit Fee	33% of the PC			50% of the PC	Consistent with other jurisdictions
6900.30.3350-56.3430		City Report	\$ 67.75	**	\$ 70.26	\$ 67.75	
6900.30.3350-56.3400		Building Plan Check Fees	90% of the BPF			90% of the BPF	
6900.30.3350-56.3400		OSHPD 3 Review	33% of the PC			33% of the PC	
6900.30.3350-56.3410		Violation related non-construction permits	2 hours or actual			2 hours or actual	
6900.30.3350-56.3400		Supplemental Plan Check (after 2nd PC comments, each re-submittal or OTC check fraction thereof)	\$ 144.00	HR	\$ 149.33	\$ 149.25	
6900.30.3350-56.3400		Abbreviated Plan Check per hour OR 1/4 hour increments	\$ 144.00	HR	\$ 149.33	\$ 149.25	
6900.30.3350-52.3020		Permit Re-Issuance and/or Administrative Processing Charge	\$62.25		\$ 64.55	\$ 64.50	
6900.30.3350-52.3020		Combination Building Permits (includes Mech, Elec, Plumb)	150% of BPF			150% of BPF	
6900.30.3350-52.3020		OSHPD 3 Permit Fee	33% of BPF			33% of BPF	
6900.30.3350-56.3410		Special Inspection (SBI)	\$ 170.00	**	\$ 176.29	\$ 176.25	per hour
6900.30.3350-56.3400		Alternative Means of Construction	\$ 300.00		\$ 311.10	\$ 311.00	
6900.30.3350-56.3410		Inspections Outside Normal Business Hours (2 hour min)	\$ 255.00		\$ 264.44	\$ 264.50	per hour
6900.30.3350-56.3420		Reinspection Fees (under provision Section 305.8)	\$ 170.00		\$ 176.29	\$ 176.25	per hour
6900.30.3350-56.3400		Subdivision Plan Check Fee (or multiple review on same plan)	18% of PC			18% of PC	
6900.30.3350-56.8060		Color Copies	\$ 2.00			\$ 2.00	
6900.30.3350-56.8060		Copies	\$2.10 for 1st copy			\$2.10 for 1st copy	
			\$0.25 add'l pages			\$0.25 add'l pages	
6900.30.3350-56.3410		Citations	see below	**		see below	

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
PERMIT CENTER ENTERPRISE FUND
July 1, 2024

(5% Technology Surcharge is not included in the Fee Table)
Abbreviated permits may require potential divisional fees that may be associated with the scope of work including but not limited to plan review and copy charges
General Plan Maintenance Fee will not apply to abbreviated permits

NWS GL REVENUE ACCOUNT	Payment Code	Fee Group	Current Fee		CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes
6900.30.3350-56.3410		1st Citation	\$ 130.00			\$ 130.00	AB 2598 state recommendation
		2nd Citation	\$ 700.00			\$ 700.00	AB 2598 state recommendation
		3rd Citation	\$ 1,300.00			\$ 1,300.00	AB 2598 state recommendation
6900.30.3350-56.3410		Violation of Use per AB 2598	\$ 2,500.00			\$ 2,500.00	AB 2598 state recommendation
		Temporary Certificate of Occupancy \$2,000 TOTAL					
6900.30.3350-56.3460		* Admin (Comment-Address)	\$ 437.00	**	\$ 453.17	\$ 453.25	Totals \$2,000 with below
8801.81.8125-57.8570		* Deposit (Comment-Permit Deposit)	\$ 1,563.00		\$ 1,620.83	\$ 1,546.75	Refund reduced due to increased cost recovery on above Admin fee
6900.30.3350-56.3460		* TCO Extension Fees per extension request	\$ 437.00		\$ 453.17	\$ 453.25	
6900.30.3350-55.3013		TrakIt Technology System	5%			5%	
6900.30.3350-56.3400		Air Balance Report	\$ 136.50		\$ 141.55	\$ 141.50	
6900.30.3350-56.3400		Energy Plan Check Fee (.15% x bldg plan check fee)	15% of PC			15% of PC	
6900.30.3350-56.3410		Building Investigation Fee	\$ 600.00		\$ 622.20	\$ 700.00	Necessary to be sufficient for cost recovery per department
6900.30.3350-56.3410	NEW	Stop Work Notice				\$ 2,000.00	New fee, lower than other jurisdictions but determined to be sufficient for cost recovery per department
6900.30.3350-52.3020		Permit Extension / Permit Reinstatement - per request	\$600.00 each		\$622.20 each	622.25 each	
6900.30.3350-52.3020		Permit Extension & Reinstatement on Abbreviated permits per request	\$100.00 each		\$103.70 each	103.75 each	
6900.30.3350-5x.xxxx	NEW	AB717 State Mandated Training				2.00 each	To match state mandate allowance
6900.30.3350-56.3400		Solar Plan Check Commercial	\$ 564.00			\$ 564.00	Must match state fees rate
6900.30.3350-52.3020		Solar Permit Fee Commercial	\$ 867.00			\$ 867.00	Must match state fees rate
6900.30.3350-56.3400		Solar Plan Check Residential	\$ 215.00			\$ 215.00	Must match state fees rate
6900.30.3350-52.3020		Solar Permit Fee Residential	\$ 152.00			\$ 152.00	Must match state fees rate
6900.30.3350-52.3020		Duplicate Permit Copy	\$ 5.00		\$ 5.19	\$ 5.00	
6900.30.3350-56.3440		Archiving (scanning/microfilm) Fee Large Copies	\$3.00 each page			\$3.00 each page	
6900.30.3350-56.3440		Archiving (scanning/microfilm) Fee Small Copies	\$1.00 each page			\$1.00 each page	

** Building Fees are regulated by Govt' Code Section 66016
Also, CA Attorney General Opinion 92-506
"BPF" = Building Permit Fee

CITY OF SALINAS
 SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
 CODE ENFORCEMENT- COMMUNITY DEVELOPMENT-OTHER FEES
 July 1, 2024
 (5% Technology Surcharge is not included in the Fee Table)

NWS GL REVENUE ACCOUNT	Payment Code	Fee Group	Current Fee		CPI Adjustment (3.7%)	Recommended Fee Effective 7/1/24	Notes
1000.30.3353-56.3450		Special Inspection (SCI)	\$ 109.75	**	\$ 113.81	\$ 175.00	Consistent with Building Inspection fee
1000.30.3353-53.3010		Building & Safety Citations					
		1st	\$ 130.00			\$ 130.00	AB 2598 state recommendation
		2nd	\$ 700.00			\$ 700.00	AB 2598 state recommendation
		3rd and subsequent	\$ 1,300.00			\$ 1,300.00	AB 2598 state recommendation
		Additional violation within two years of the first violation (if the property is a commercial property due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property)	\$ 2,500.00			\$ 2,500.00	AB 2598 state recommendation
1000.30.3353-56.3450		Investigation Fee for Repeat Violations	\$ 444.25		\$ 460.69	\$ 700.00	Consistent with Building Investigation fee
8801.81.8123-57.8110		Weed Abatement Administrative Fee	25% of contract cost			25% of contract cost	
1000.30.3353-53.3010		Administrative Citation Penalty	15%			15%	

CITY OF SALINAS
SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES
HOUSING FEES
July 1, 2024

For-Sale Housing In-Lieu Fees and Rental Housing Impact Fees

The fees below are applicable to residential developments subject to the Inclusionary Housing Ordinance (Article 3 of Chapter 17 of the Salinas Municipal Code) which elect to pay for-sale housing in-lieu fees or rental housing impact fees. No fee is required for residential developments that are exempt under Section 2.17.8.

For-Sale Housing In-Lieu Fee: \$15.15 per square foot of gross floor area*

Rental Impact Fee:** \$2.55 per square foot of gross floor area*

*"Gross floor area" is as defined in Municipal Code Section 37.10.300 under "Floor area, gross."

**If fewer than twelve percent of units in a residential development are affordable to lower income households, the applicant shall be given an impact fee credit equal to the percentage of lower income units provided, divided by 12. (For instance, if 10 percent of the units are affordable to lower income households, the applicant shall receive a credit equal to 10/12 of the rental housing impact fee otherwise required.)

Fees shall be paid at the time specified in Municipal Code Section 3.17.14.

For any annual period during which the City Council does not review fees, the fee amounts shall be adjusted once annually based on the percentage increase in the Engineering News-Record Construction Cost Index for San Francisco, California.

Residential Rental Registration Fee

Number of units on a parcel	1	2-4	5-9	10-24	25-49	50-99	100+	Notes
Registration Fee	\$ 20.00	\$ 35.00	\$ 60.00	\$ 75.00	\$ 120.00	\$ 225.00	\$ 350.00	Not increased per department



CITY OF SALINAS

SCHEDULE OF FEES & SERVICE CHARGES FISCAL YEAR 24-25 ANNUAL UPDATE

APRIL 23, 2024

Recommendation

Staff recommends that City Council approve a resolution authorizing adjustments and additions to the City-Wide Schedule of Fees and Service Charges effective July 1, 2024.

Consumer Price Index (CPI) & Fee Increase History

Fiscal Year	CPI Increase ¹	Staff Recommendation	Fee Increase (Council Adoption)	Notes
2017-18	3.0%	3.0%	3.0%	
2018-19	3.2%	3.2%	3.2%	
2019-20	3.9%	3.9%	3.9%	
2020-21	3.3%	3.3%	0.0%	No increase due to COVID-19
2021-22	1.7%	3.3%	2.5%	$3.3\% + 1.7\% = 5.0\%$ / 2 years = 2.5%
2022-23	3.2%	3.2%	2.5%	Lower than CPI, same rate as previous year
2023-24	5.6%	5.6%	5.6%	
2024-25	3.7%	3.7%		

¹ https://data.bls.gov/timeseries/CUURS49BSA0&output_view=pct_12mths

Discussion

- Finance Committee Meeting – 4/9/24
- Outreach to Salinas Valley Chamber of Commerce, SUBA, and Non-Profit Alliance of Monterey County
- City Council Meeting – 4/23/24

Detail Fee by Group – FY24-25

Fee Group	New Fees	Fees Adjusted by CPI / ENR	Fees Adjusted by Other Metrics per Department	Fees Unchanged due to Mandates	Fees Unchanged to align with County	Fees Unchanged or Decreased per Department	Total
Finance & Administration	0	16	0	25	0	0	41
Cannabis	0	16	0	0	0	0	16
Planning	0	99	0	0	0	0	99
Public Works	2	127	1	5	0	8	143
Airport	0	72	0	0	0	0	72
Fire	0	35	0	0	0	0	35
Police	0	40	0	4	0	0	44
Animal Shelter	0	0	0	6	68	0	74
Library	0	10	0	0	0	4	14
Recreation	1	206	0	0	0	0	207
Building Permit Services	4	38	3	9	0	1	55
Code Enforcement	0	4	2	2	0	0	8
Housing	0	2	0	0	0	1	3
Total	7	665	6	51	68	14	811

Fee Schedule Example

Fee Group	Title	Unit	Current Fee	CPI Adjustment (3.7%) - Recommended Fee Effective 7/1/24
Conditional Use Permit	CUP-Minor Modification		\$ 980.25	\$ 1,016.50
Miscellaneous Planning Fees	Preliminary Project Review		\$ 980.25	\$ 1,016.50
Miscellaneous Planning Fees	Architectural Review		\$ 612.75	\$ 635.50
Specific Plan Application	Minor Modification		\$ 980.25	\$ 1,016.50
Master Sign Plans-per review	Master Sign Plans-Minor (<10 tenants)		\$ 612.75	\$ 635.50
Master Sign Plans-per review	Master Sign Plans-Major (10+ tenants)		\$ 980.25	\$ 1,016.50
Master Sign Plans-per review	Amendment		\$ 367.75	\$ 381.25
Site Plan Review-per review	Multi-Family 2-9 units		\$ 1,262.50	\$ 1,309.25
Site Plan Review-per review	Commercial/Industrial 0-4,999 s.f.		\$ 2,035.00	\$ 2,110.25
Miscellaneous Planning Fees	Planning Decision Appeal		\$ 868.50	\$ 900.75

Questions?





City of Salinas

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

Legislation Text

File #: ID#24-214, Version: 1

City Development Impact Fees Annual Adjustment

Approve a Resolution increasing the City Development Impact Fees by 2.6% effective July 1, 2024.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: ADRIANA ROBLES, CITY ENGINEER
LYNN MAU, PUBLIC WORKS ASSISTANT

TITLE: CITY DEVELOPMENT IMPACT FEES ANNUAL ADJUSTMENT

RECOMMENDED MOTION:

A motion to approve a Resolution increasing City Development Impact Fees by 2.6% effective July 1, 2024.

EXECUTIVE SUMMARY:

Staff is recommending that City Council approve a resolution adjusting the City development impact fees by 2.6% which will become effective July 1, 2024. The increase is based on the Engineering News Record (ENR) construction cost index (CCI) increase over the last year, which is consistent with the fee ordinance.

BACKGROUND:

The City imposes fees on development to fund improvements to capital infrastructure and facilities required to accommodate and service ongoing development (Development Impact Fees).

Appropriately adjusted Development Impact Fees are a benefit to the community and to Developers alike. The public benefits by being able to improve or expand facilities as necessary to accommodate growth. Developers benefit by being able to mitigate certain impacts caused by their project on a fair share basis. No developer is required to solely mitigate a large impact caused by cumulative development. In other words, there is no single developer to construct a major interchange project, build a new fire station, or upgrade a major sewer trunk main. Developers are also able to mitigate many impacts of their project identified through the CEQA, without lengthy and expensive study. A fee program that is not appropriately adjusted, does not allow for the proper mitigation of impact due to growth.

Article V, Section 9-40 through 9-50 of the Salinas Municipal Code, defines the scope of these fees. Section 9-42(b) of the Code allows Development Impact Fees to be adjusted annually to account for the fluctuation in construction costs. The industry standard for determining the fluctuations in construction costs is the Engineering News Record (ENR). The “construction cost index” (CCI) as published by the ENR is based on a combination of labor rates and material costs, which are most reflective of construction costs averaged among 20 major metropolitan areas around the United States. Code Section 9-42(b) specifically states “The development impact fee

levels may be changed in accordance with the percentage change in the ENR index from January 1 to January 1 of each preceding year, but in no case shall the indexing increase or decrease in development impact fees allowed by this section fee exceed that shown in the ENR index.” Attached to this report is a copy of the ENR Construction Economics summary for January, which provides background of how the index increased 2.6% between January 1, 2023, to January 1, 2024 (Attachment 1).

Exhibit A lists the current and proposed development fee schedules for impacts to City infrastructure, including parks, street trees, storm sewers, and traffic. Exhibit B lists the current and proposed development fee schedules for impacts to public facilities, such as fire, police, library, and recreation, and impacts to park facilities. Exhibit C provides the summary of revenues and expenditures of development impact fees.

Finance Committee

City staff presented the Development Impact Fee Schedule Annual Adjustment to the Finance Committee at its April 9, 2024 meeting. Public comment was provided from Mr. Dayton on behalf of the Chamber of Commerce. The Finance Committee unanimously approved recommending to the City Council approval of a resolution increasing City Development Impact Fees by 2.6% effective July 1, 2024, and recommending approval of the Update to the Sanitary Sewer Impact Fee.

Outreach

Chamber of Commerce. City staff provided the Development Impact Fee Schedule Annual Adjustment to the Salinas Valley Chamber of Commerce via email on March 12, 2024. The email provided the proposed adjustment and updates along with the anticipated public meetings.

Salinas United Business Association. City staff provided the Development Impact Fee Schedule to the Salinas United Business Association (SUBA) via email on March 12, 2024. The email provided the proposed adjustment and updates along with the anticipated public meetings. No comments have been received from the members of the SUBA to date.

Development Community. City staff provided the Development Impact Fee Schedule and Update to members of the development community including Future Growth Area developers and the Central Coast Builders Association via email on March 12, 2024. The email provided the proposed adjustment and updates along with the anticipated public meetings. No comments have been received from the development community to date.

Public Notice

Sixty (60) day public hearing notices for the City Development Impact Fee Annual Adjustment and Update to the Sanitary Sewer Impact Fee were published in a local newspaper on April 4th and 11th, 2024.

CEQA CONSIDERATION:

Not a Project. City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to Sections 15378 and 15061(b)(3).

STRATEGIC PLAN INITIATIVE:

Updating Development Impact Fees to match the fluctuating cost of construction is consistent with the Council values of Fiscal Responsibility, Service and Responsiveness and Council Goals and Strategies of Economic Development, Housing, Infrastructure, and Public Safety by investing in existing facilities and infrastructure, reducing City expenditures to address impacts due to growth, and by providing adequate funding to additional need for policing and emergency medical services due to growth.

DEPARTMENTAL COORDINATION:

Public Works staff has consulted with other City Departments to develop the recommendation herein, including Administration, Finance, and Legal. Should the City Council approve the recommendation, Public Works will continue to collaborate with these departments, along with Community Development.

FISCAL AND SUSTAINABILITY IMPACT:

Increasing fees proportionate with the ENR construction cost index allows revenues to keep pace with construction cost inflation and will minimize the impact on the General Fund. As a consideration of the possible impacts COVID-19 had on our community, Council did not increase Development Impact Fees for the fiscal year 2020-2021.

The table below summarizes prior fiscal year Development Impact Fee increases.

Fiscal year	Increase
2019-2020	3%
2020-2021	0%
2021-2022	2.1%
2022-2023	8%
2023-2024	4.9%

ATTACHMENTS:

Resolution

Attachment 1 - ENR Construction Economics Summary

Exhibit A – Public Infrastructure Fee Schedule

Exhibit B1 – Public Facilities Fee Schedule

Exhibit B2 – Public Facilities Fee Schedule for Residential Development

Exhibit C – Statement of Revenue and Expenditures for Development Impact Fees

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

**RESOLUTION INCREASING CITY DEVELOPMENT IMPACT
FEES BY 2.6% EFFECTIVE JULY 1, 2024**

WHEREAS, California Government Code 66000 and Salinas Municipal Code Sections 9-40 through 9-50 allow for the imposition of development impact fees to mitigate development impacts; and

WHEREAS, Section 9-42 (b) of the Salinas Municipal Code allows the development fees to be adjusted annually with the percentage change in accordance with the ENR Construction Cost Index from January 1 to January 1 of the preceding year; and

WHEREAS, the ENR Construction Cost Index increased 2.6% during the period from January 1, 2023 to January 1, 2024; and

WHEREAS, Revenues and expenditures for development impact fees are managed separately and an annual financial report was presented to City Council; and

WHEREAS, a Public Hearing was properly noticed and held on April 23, 2024, pursuant to Government Code 66017 and public comment received;

NOW, THEREFORE, BE IT RESOLVED as follows:

(a) The development fees established in Section 9-41 (a) of Article V, are set as follows:

Public Infrastructure Fee Schedule

Street Tree Fee:	\$419.00 per tree, one tree per sixty feet of street frontage.
Storm Sewer Trunk Line Fee:	\$696.00 per bedroom; \$1,407.00 per mobile home space; \$8,837.00 per acre (commercial and industrial); \$7,048.00 per acre (schools)
Sanitary Sewer Trunk Line Fee:	See updated fee breakdown
Traffic Fee:	\$463.00 per daily trip (within existing developed City limits); \$669.00 per daily trip (Future Growth Areas);

Public Facilities Fee Schedule

Library Fee: (Monte Bella/Williams Ranch)	\$855.00 per residential unit
Fire Protection Services Fee: (Monte Bella/Williams Ranch)	\$328.00 per residential unit
Commercial Fire Impact Fee:	\$635.00 per 1,000 square feet of floor area

Commercial Police Impact Fee: \$844.00 per 1,000 square feet of floor area

Industrial Fire Impact Fee: \$145.00 per 1,000 square feet of floor area

Industrial Police Impact Fee: \$564.00 per 1,000 square feet of floor area

Park Impact Fee: \$12,200.00 per single family unit
(West Area Specific Plan) \$10,386.00 per multifamily unit

Park Impact Fee: \$13,511.00 per single family unit
(Central Area Specific Plan) \$11,502.00 per multifamily unit

Citywide Public Facilities Fee Schedule for Residential Development

Dwelling Square Footage	Fire	Police	Library	Recreation	Park	Park (Quimby)
SFD Fee Schedule						
4000 sf+						
3000 sf - 3999 sf	\$ 418.00	\$ 2,309.00	\$ 1,643.00	\$ 914.00	\$ 8,025.00	\$ 9,339.00
2500 sf - 2999 sf	\$ 402.00	\$ 2,220.00	\$ 1,580.00	\$ 878.00	\$ 7,719.00	\$ 8,981.00
2000 sf - 2499 sf	\$ 383.00	\$ 2,121.00	\$ 1,509.00	\$ 839.00	\$ 7,375.00	\$ 8,578.00
1500 sf - 1999 sf	\$ 369.00	\$ 2,044.00	\$ 1,454.00	\$ 810.00	\$ 7,104.00	\$ 8,265.00
1000 sf - 1499 sf	\$ 340.00	\$ 1,884.00	\$ 1,340.00	\$ 745.00	\$ 6,548.00	\$ 7,618.00
750 sf - 999 sf	\$ 277.00	\$ 1,530.00	\$ 1,089.00	\$ 606.00	\$ 5,319.00	\$ 6,189.00
500 sf - 749 sf	\$ 227.00	\$ 1,253.00	\$ 892.00	\$ 497.00	\$ 4,358.00	\$ 5,072.00
< 500 sf	\$ 197.00	\$ 1,089.00	\$ 774.00	\$ 431.00	\$ 3,782.00	\$ 4,401.00
Senior Unit Fee Schedule						
4000 sf+						
3000 sf - 3999 sf	\$ 260.00	\$ 1,429.00	\$ 1,017.00	\$ 566.00	\$ 4,973.00	\$ 5,786.00
2500 sf - 2999 sf	\$ 248.00	\$ 1,376.00	\$ 979.00	\$ 544.00	\$ 4,781.00	\$ 5,563.00
2000 sf - 2499 sf	\$ 238.00	\$ 1,314.00	\$ 935.00	\$ 520.00	\$ 4,571.00	\$ 5,317.00
1500 sf - 1999 sf	\$ 229.00	\$ 1,265.00	\$ 900.00	\$ 501.00	\$ 4,397.00	\$ 5,116.00
1000 sf - 1499 sf	\$ 210.00	\$ 1,165.00	\$ 829.00	\$ 462.00	\$ 4,052.00	\$ 4,713.00
750 sf - 999 sf	\$ 172.00	\$ 949.00	\$ 675.00	\$ 376.00	\$ 3,302.00	\$ 3,842.00
500 sf - 749 sf	\$ 141.00	\$ 779.00	\$ 554.00	\$ 307.00	\$ 2,707.00	\$ 3,150.00
< 500 sf	\$ 122.00	\$ 674.00	\$ 479.00	\$ 266.00	\$ 2,342.00	\$ 2,726.00

(b) The above subject fees will become effective July 1, 2024.

PASSED AND ADOPTED this 23rd day, of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and materials prices.
Historical data for ENR's 20 cities can be found at [ENR.com/economics](https://www.enr.com/economics)

Construction Cost Index

+2.6%

ANNUAL INFLATION RATE

JAN. 2024

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	13515.02	0.0%	+2.6%
COMMON LABOR	25080.22	0.0%	+1.8%
WAGE \$/HR.	48.30	0.0%	+1.8%

The Construction Cost Index's annual escalation rose 2.6%, while the monthly component held steady.

Building Cost Index

+3.8%

ANNUAL INFLATION RATE

JAN. 2024

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	8277.69	+0.1%	+3.8%
SKILLED LABOR	11709.40	+0.1%	+3.3%
WAGE \$/HR.	64.67	+0.1%	+3.3%

The Building Cost Index was up 3.8% on an annual basis, while the monthly component rose 0.1%.

Materials Cost Index

0.0%

MONTHLY INFLATION RATE

JAN. 2024

1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	6150.97	0.0%	+4.5%
CEMENT \$/TON	223.03	+5.3%	+23.6%
STEEL \$/CWT	100.50	+1.3%	+9.0%
LUMBER \$/MBF	1030.83	-3.9%	-1.5%

The Materials Cost Index held steady this month, while the annual escalation rate increased 4.5%.

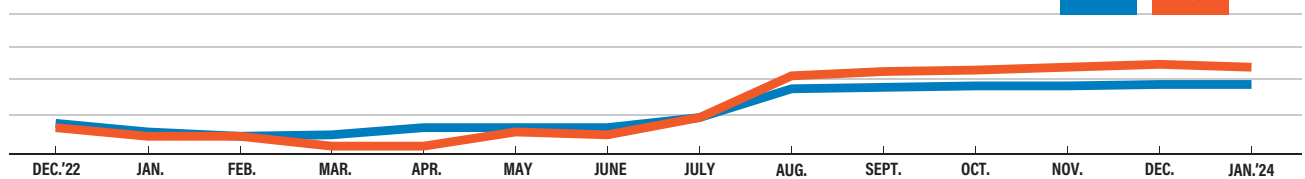
Inflation's Pulse Year-to-year and monthly percent changes for ENR's cost indexes

ANNUAL

CONSTRUCTION COST INDEX BUILDING COST INDEX

+2.6%
CCI

+3.8%
BCI

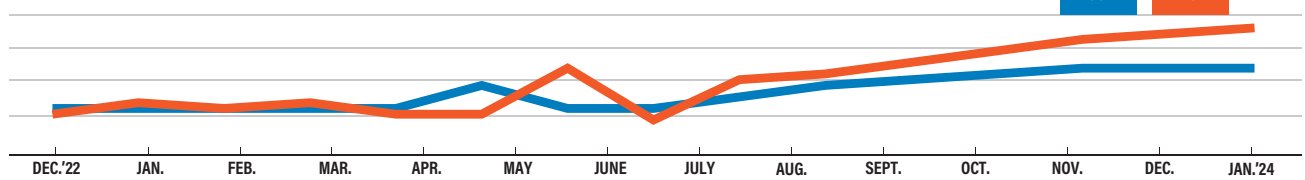


MONTHLY

CONSTRUCTION COST INDEX BUILDING COST INDEX

0.0%
CCI

+0.1%
BCI



SOURCE: ENR

Cost Index Review

BASE YEAR		CONSTRUCTION		BUILDING		SKILLED WAGES		COMMON WAGES	
		1913	1967	1913	1967	1913	1967	1913	1967
2022	Dec.	13175.00	1226.54	7971.26	1179.89	11320.21	1110.36	24634.46	1188.53
2023	Jan.	13175.03	1226.54	7976.68	1180.69	11331.53	1111.95	24634.46	1188.53
	Feb.	13175.93	1226.62	7989.84	1182.64	11365.52	1114.75	24634.46	1188.53
	Mar.	13176.30	1226.66	8000.61	1184.24	11399.62	1117.73	24634.46	1188.53
	Apr.	13229.57	1231.62	8000.86	1184.27	11445.22	1122.58	24806.90	1196.96
	May	13288.27	1237.08	8054.43	1192.20	11662.68	1143.61	25030.16	1207.25
	June	13345.00	1242.36	8095.33	1198.25	11674.34	1144.23	25080.22	1209.74
	July	13424.98	1249.81	8179.87	1210.77	11686.01	1145.40	25080.22	1209.74
	Aug.	13472.56	1254.24	8227.44	1217.81	11686.01	1145.40	25080.22	1209.74
	Sept.	13485.67	1255.46	8240.55	1219.75	11686.01	1145.40	25080.22	1209.74
	Oct.	13497.97	1256.60	8255.58	1221.97	11697.70	1146.11	25080.22	1209.74
	Nov.	13510.57	1257.79	8268.19	1223.84	11697.70	1146.11	25080.22	1209.74
	Dec.	13514.76	1258.17	8272.36	1224.46	11697.70	1146.11	25080.22	1209.74
2024	Jan.	13515.02	1258.19	8277.69	1225.25	11709.40	1147.56	25080.22	1209.74

INFLATION

+1.8%

Common Labor Index

ANNUAL ESCALATION FOR COMMON LABOR REACHED 1.8% IN JANUARY WHILE SKILLED LABOR EXPERIENCED A 3.3% ESCALATION OVER THE SAME TIME PERIOD.

EXHIBIT A

Public Infrastructure Fee Schedule

	PROPOSED FEE SCHEDULE	CURRENT FEE SCHEDULE
Street Tree Fee:	\$419.00 per tree, one tree per sixty feet of street frontage	\$408.00 per tree, one tree per sixty feet of street frontage
Storm Sewer Trunk Line Fee:	\$696.00 per bedroom or \$1,407.00 per mobile home; Commercial and Industrial - \$8,837.00 per acre; Schools - \$7,048 per acre	\$678.00 per bedroom or \$1,371.00 per mobile home; Commercial and Industrial - \$8,613.00 per acre; Schools - \$6,869.00 per acre
Sanitary Sewer Trunk Line Fee:	<i>See updated fee breakdown.</i>	\$633.00 per bedroom or \$1,244.00 per mobile home; Commercial, Industrial and Schools - \$2,093.00 per unit (includes the first 4,000 sq. ft. and 20 fixture units) plus \$5.15 per 100 sq. ft over 4,000 and \$22.15 per fixture unit over 20 units
Traffic Fee¹:	\$463.00 per daily trip (within existing developed City Limits)	\$451.00 per daily trip (within existing developed City Limits)
	\$669.00 per daily trip (Future Growth Areas)	\$652.00 per daily trip (Future Growth Areas)

¹ Traffic Fee Ordinate updated January 19, 2010, Resolution No. 19802.

EXHIBIT B1

Public Facilities Fee Schedule

	PROPOSED FEE SCHEDULE	CURRENT FEE SCHEDULE
Library Fee: (Monte Bella/ Williams Ranch)	\$855.00 per residential unit	\$833.00 per residential unit
Fire Protection Services Fee: (Monte Bella/ Williams Ranch)	\$328.00 per residential unit	\$320.00 per residential unit
Commercial Fire Impact Fee:	\$635.00 per 1,000 square feet of floor area	\$619.00 per 1,000 square feet of floor area
Commercial Police Impact Fee:	\$844.00 per 1,000 square feet of floor area	\$823.00 per 1,000 square feet of floor area
Industrial Fire Impact Fee:	\$145.00 per 1,000 square feet of floor area	\$141.00 per 1,000 square feet of floor area
Industrial Police Impact Fee:	\$564.00 per 1,000 square feet of floor area	\$550.00 per 1,000 square feet of floor area
Park Impact Fee: (West Area Specific Plan) ²	\$12,200.00 per single family unit \$10,386.00 per multifamily unit	\$11,891.00 per single family unit \$10,123.00 per multifamily unit
Park Impact Fee: (Central Area Specific Plan) ³	\$13,511.00 per single family unit \$11,502.00 per multifamily unit	\$13,169.00 per single family unit \$11,211.00 per multifamily unit

² Park Impact Fee for the West Area Specific Plan established December 3, 2019, Resolution No. 21750

³ Park Impact Fee for the Central Area Specific Plan established November 17, 2020, Resolution No. 21996

EXHIBIT B2

Public Facilities Impact Fee Schedule For Residential Development

Proposed Citywide Fee Schedule^{4,5}

Dwelling Square Footage	Fire	Police	Library	Recreation	Park	Park (Quimby)
SFD Fee Schedule						
4000 sf+						
3000 sf - 3999 sf	\$ 418.00	\$ 2,309.00	\$ 1,643.00	\$ 914.00	\$ 8,025.00	\$ 9,339.00
2500 sf - 2999 sf	\$ 402.00	\$ 2,220.00	\$ 1,580.00	\$ 878.00	\$ 7,719.00	\$ 8,981.00
2000 sf - 2499 sf	\$ 383.00	\$ 2,121.00	\$ 1,509.00	\$ 839.00	\$ 7,375.00	\$ 8,578.00
1500 sf - 1999 sf	\$ 369.00	\$ 2,044.00	\$ 1,454.00	\$ 810.00	\$ 7,104.00	\$ 8,265.00
1000 sf - 1499 sf	\$ 340.00	\$ 1,884.00	\$ 1,340.00	\$ 745.00	\$ 6,548.00	\$ 7,618.00
750 sf - 999 sf	\$ 277.00	\$ 1,530.00	\$ 1,089.00	\$ 606.00	\$ 5,319.00	\$ 6,189.00
500 sf - 749 sf	\$ 227.00	\$ 1,253.00	\$ 892.00	\$ 497.00	\$ 4,358.00	\$ 5,072.00
< 500 sf	\$ 197.00	\$ 1,089.00	\$ 774.00	\$ 431.00	\$ 3,782.00	\$ 4,401.00
Senior Unit Fee Schedule						
4000 sf+						
3000 sf - 3999 sf	\$ 260.00	\$ 1,429.00	\$ 1,017.00	\$ 566.00	\$ 4,973.00	\$ 5,786.00
2500 sf - 2999 sf	\$ 248.00	\$ 1,376.00	\$ 979.00	\$ 544.00	\$ 4,781.00	\$ 5,563.00
2000 sf - 2499 sf	\$ 238.00	\$ 1,314.00	\$ 935.00	\$ 520.00	\$ 4,571.00	\$ 5,317.00
1500 sf - 1999 sf	\$ 229.00	\$ 1,265.00	\$ 900.00	\$ 501.00	\$ 4,397.00	\$ 5,116.00
1000 sf - 1499 sf	\$ 210.00	\$ 1,165.00	\$ 829.00	\$ 462.00	\$ 4,052.00	\$ 4,713.00
750 sf - 999 sf	\$ 172.00	\$ 949.00	\$ 675.00	\$ 376.00	\$ 3,302.00	\$ 3,842.00
500 sf - 749 sf	\$ 141.00	\$ 779.00	\$ 554.00	\$ 307.00	\$ 2,707.00	\$ 3,150.00
< 500 sf	\$ 122.00	\$ 674.00	\$ 479.00	\$ 266.00	\$ 2,342.00	\$ 2,726.00

⁴ Public Facilities Impact Fee Schedule updated December 1, 2020, Resolution No. 22007

⁵ Citywide Parks Development Impact Fee Schedule updated February 16, 2021, Resolution No. 22048

City of Salinas
Development Fee Fund 2300 (3200)
Estimated Fund Balances
Fiscal Year 2023-24

		2301	2302	2303	2304	2306	2307	2308
	Total	Sewer Fund	Park Fee Fund	Library Fee Fund	Tree Fee Fund	Traffic Fee Fund	Fire Fee Fund	Police Fee Fund
	\$	\$	\$	\$	\$	\$	\$	\$
Cash Balance-June 30, 2023	19,496,245	1,919,523	1,619,880	369,757	30,150	13,891,536	248,675	1,416,991
A/P Operations	0							
A/P CIP	(35,642)	(34,104)	(1,455)			(83)		
Encumbrance Operations	0							
Encumbrance Approp CIP	(395,594)	(135,617)				(259,977)		
Carryover Approp CIP	(10,122,901)	(1,464,004)	(1,104,118)			(7,554,778)		
Adjusted Cash Balance-June 30, 2023	8,942,108	285,797	514,307	369,757	30,150	6,076,698	248,675	1,416,991
Estimated Revenue								
Investment Earnings	330,900	37,000	24,000	4,000	500	240,000	3,400	22,000
Development Fees	1,255,000	150,000	180,000	65,000	10,000	700,000	30,000	120,000
Total Estimated Revenue	1,585,900	187,000	204,000	69,000	10,500	940,000	33,400	142,000
Capital Projects								
9086 - Natividad Creek Silt Removal	(75,000)	(75,000)						
9114 - Salinas River Outfall Channel Repairs	(50,000)	(50,000)						
9127 - Silt Removal Gabilan Creek	(75,000)	(75,000)						
9175 - Santa Rita Storm Channel	(50,000)	(50,000)						
9346 - Natividad Creek Community Park	(82,500)		(82,500)					
Total CIP	(332,500)	(250,000)	(82,500)	0	0	0	0	0
Estimated Fund Balance-June 30, 2024	10,195,508	222,797	635,807	438,757	40,650	7,016,698	282,075	1,558,991
		2301	2302	2303	2304	2306	2307	2308



City of Salinas

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

Legislation Text

File #: ID#24-216, Version: 1

Sanitary Sewer Development Impact Fee Update

Approve a Resolution updating the Sanitary Sewer Development Impact Fee to align with the adopted Sanitary Sewer Master Plan Update and AB 602.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: ADRIANA ROBLES, CITY ENGINEER

TITLE: SANITARY SEWER DEVELOPMENT IMPACT FEE UPDATE

RECOMMENDED MOTION:

A motion to approve a Resolution updating the Sanitary Sewer Development Impact Fee Update.

EXECUTIVE SUMMARY:

Requesting approval of a resolution updating the Sanitary Sewer Development Impact Fee schedule effective July 1, 2024. The Sanitary Sewer Development Impact Fee schedule update modifies the impact fees to align with the adopted Sanitary Sewer Master Plan Update and AB 602

BACKGROUND:

California Government Code Sections 66000-66008, also known as the Mitigation Fee Act, provides local jurisdictions the authority to impose fees as a condition of approval of a development project to cover all or a portion of the cost of public facilities affected by the project. The Mitigation Fee Act broadly defines public facilities to include public improvements, public services, and community amenities. The Act also contains specific requirements for establishing, increasing, and imposing impact fees, as well as for the collection and expenditure of those fees, and required annual reporting and periodic re-evaluation of the fee program (nexus study).

Pursuant to California Government Code and Article V of Chapter 9 of the Salinas Municipal Code, the City imposes development impact fees on development to fund improvements to capital infrastructure and facilities required to accommodate and service development (Development Impact Fees).

Appropriately adjusted development impact fees are a benefit to the community and to Developers alike. The public benefits by being able to improve or expand facilities as necessary to accommodate growth. Developers benefit by being able to mitigate certain impacts caused by their project on a fair share basis. This reduces the burden of a developer to solely mitigate a large impact caused by cumulative development. In other words, no single developer is solely responsible to upsize a major sewer main if this is required to service other proposed developments.

On May 2, 2023, City Council adopted the Sanitary Sewer Master Plan Update (SSMP) which updated the 2011 Sanitary Sewer Master Plan. The SSMP analyzed priority sewer main lines, manholes and pump stations. The consultant for the SSMP developed and calibrated a hydraulic sewer model to identify collection system deficiencies for existing and future build-out conditions. The SSMP identified 51 operation and maintenance repair projects and prioritized priority projects. Of these 30 projects would be impacted by future development. In order to adequately fund projects impacted by development, a nexus study was developed (Attachment). The nexus study analyzed the land use and project data of the SSMP and developed a fee consisted with AB 602 which requires assessment of impact fees based on square footage of building area. The proposed fee also includes a 2% administrative charge which will account for staff time in preparation of fee administration and updates.

The proposed Sanitary Sewer Development Impact Fee Schedule is as follows:

Residential:	\$ 1.2847 per square foot of building area
Commercial:	\$ 1.1215 per 1000 square foot of building area
Industrial:	\$ 0.5608 per 1000 square foot of building area

Finance Committee

City staff presented the Sanitary Sewer Development Impact Fee Update to the Finance Committee at its April 9, 2024, meeting. Public comment was provided from Mr. Dayton on behalf of the Chamber of Commerce. The Finance Committee unanimously approved recommending to the City Council approval of a resolution updating the Sanitary Sewer Development Impact Fee.

The staff report presented to the Finance Committee incorrectly identified the number of projects in the SSMP as 21. The correct number of projects is 51 as identified above and in the nexus study.

Outreach

Chamber of Commerce. City staff provided the Update to the Sanitary Sewer Development Impact Fee to the Salinas Valley Chamber of Commerce via email on March 12, 2024. A revised fee schedule including the 2% administrative charge was provided on March 27, 2024. The email provided the proposed fee update along with the dates of the public meetings. No comments have been received from the members of the Chamber of Commerce to date.

Salinas United Business Association. City staff provided the Update to the Sanitary Sewer Development Impact Fee to the Salinas United Business Association (SUBA) via email on March 12, 2024. A revised fee schedule including the 2% administrative charge was provided on March 27, 2024. The email provided the proposed fee update along with the dates of the public meetings. No comments have been received from the members of the SUBA to date.

Development Community. City staff provided the Update to the Update to the Sanitary Sewer Development Impact Fee to members of the development community including Future Growth Area developers and the Central Coast Builders Association via email on March 12, 2024. A revised fee schedule including the 2% administrative charge was provided on March 27, 2024. The email provided the proposed fee update along with the dates of the public meetings. No comments have been received from the development community to date.

Public Notice

Sixty (60) day public hearing notice for the Sanitary Sewer Development Impact Fee Update was published in a local newspaper on April 4th and 11th, 2024.

CEQA CONSIDERATION:

Not a Project. City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to Sections 15378 and 15061(b)(3).

STRATEGIC PLAN INITIATIVE:

Updating Development Impact Fees to mitigate impacts from development on existing sewer systems is consistent with the Council values of Fiscal Responsibility, Service and Responsiveness and Council Goals and Strategies of Economic Development, Housing, Infrastructure, and Public Safety by investing in existing facilities and infrastructure, reducing City expenditures to address impacts due to growth, and by providing adequate funding for improvement needed to allow for growth.

DEPARTMENTAL COORDINATION:

Public Works staff has consulted with other City Departments to develop the recommendation herein, including Administration, Finance, and Legal. Should the City Council approve the recommendation, Public Works will continue to collaborate with these departments, along with Community Development.

FISCAL AND SUSTAINABILITY IMPACT:

There is no fiscal impact related to this item at this time. Imposing and updating development impact fees allows the City to be more fiscally responsible and sustainable.

ATTACHMENTS:

Resolution

Development Impact Fee Justification Study

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

RESOLUTION UPDATING THE SANITARY SEWER IMPACT FEE

WHEREAS, California Government Code Sections 66000-66008 (Mitigation Fee Act) provide local jurisdictions with the authority to impose fees on development projects to cover all or a portion of the cost of public facilities affected by the project; and

WHEREAS, the Mitigation Fee Act requires a nexus study to periodically re-evaluate development impact fees; and

WHEREAS, the Salinas Municipal Code allows the City to impose development impact fees on development to fund improvements to capital infrastructure and facilities required to accommodate and service development; and

WHEREAS, on May 2, 2023, the Salinas City Council adopted the Sanitary Sewer Master Plan Update via Resolution 22648; and

WHEREAS, the Sanitary Sewer Master Plan Update identified 51 operation and maintenance repair and improvement priority projects. A total of 30 projects are impacted or caused by future development; and

WHEREAS, a nexus study was developed to analyzed the land use and project data of the Sanitary Sewer Master Plan Update and develop a fee based on building area consistent with Assembly Bill 602; and

WHEREAS, a Public Hearing was properly noticed and held on April 23, 2024 pursuant to Government Code 66017 and public comment received;

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves updating the Sanitary Sewer Development Impact Fee schedule as follows:

Residential: \$ 1.2847 per square foot of building area
Commercial: \$ 1.1215 per 1000 square foot of building area
Industrial: \$ 0.5608 per 1000 square foot of building area

BE IT FURTHER RESOLVED that the City Council, pursuant to the Salinas Municipal Code, allows annual adjustments to the Sanitary Sewer Development Impact Fee.

PASSED AND APPROVED this 23rd day, of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



www.FinanceDTA.com

DEVELOPMENT IMPACT FEE JUSTIFICATION STUDY

CITY OF SALINAS

April 9, 2024

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

*Irvine | San Jose | San Francisco | Riverside
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18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

CITY OF SALINAS



DEVELOPMENT IMPACT FEE JUSTIFICATION STUDY

Prepared for:

City of Salinas

200 Lincoln Avenue

Salinas, CA 93901

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APPENDICES

APPENDIX A	CAPITAL IMPROVEMENT COSTS
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I INTRODUCTION

The City of Salinas ("City"), a political subdivision of the State of California, authorized DTA to prepare a nexus study (the "Fee Study") to justify the proposed Development Impact Fee ("DIF") to be imposed on new development. The fee to be collected will provide a source of revenue to fund public improvements that will mitigate the impacts of such new development. This Fee Study will meet the requirements of California Government Code Section 66001 known as the "Mitigation Fee Act" and will achieve the following goals related to said section:

- Ensure the DIF does not exceed the estimated reasonable cost of providing the service for which the fee is imposed; and
- Provide a clear and concise document that will serve as the basis for the proposed fee levels.

A DIF is a one-time charge imposed by a local agency on new development to recover, or partially recover, the estimated reasonable cost of providing public facilities needed to mitigate the impacts of such new development. Further discussion on the legal limitations related to imposing the DIF is discussed in Section II, "Legal Requirements."

This Fee Study and the resulting fee structure will focus on the justification for imposing the impact fee to fund, or partially fund, sewer facilities necessary to mitigate the impacts of new development. The fee will be charged to new development within the City limits and development within the City's Sphere of Influence that desire to tie into the City sanitary sewer system.

This Fee Study uses a planning horizon of 2035 for all projections of demographic growth and the future facilities needed. To ensure the proposed fee structure meets the nexus requirements of Section 66001 and ensure the fees are proportionate to the impacts generated by the various land uses, this Fee Study uses an Equivalent Dwelling Square Foot ("ESF") method to fairly allocate costs to new development and determine the appropriate fee levels that will provide a source of funds to pay for the proposed facilities. A more detailed discussion regarding the ESF methodology can be found in Section IV herein.

In addition, the fee for residential property is then calculated on a per square foot basis pursuant to AB 602 which was approved by the California State Legislature and signed by Governor Newsom in 2021. A more detailed discussion regarding AB 602 can be found in Section II(B) herein.

Section VI of this Fee Study provides fee calculations based on demographics provided by the City and a detailed analysis of facility needs (the "Needs List") as shown in the City's Sanitary Sewer Master Plan dated May 2023 (the "Master Plan") prepared by Wallace Group, ("Wallace") and adopted by the Salinas City Council on May 2, 2023 (Resolution No. 22648). For purposes of complying with AB 602, the Master Plan is considered to be the Capital Improvement Plan ("CIP").

An administrative component equal to 2.0% of the total fee amount has been added to pay for the City's overhead costs incurred in the administration of the fee program. Table I-1 summarizes the proposed Fee structure, including the administrative component.

Table I-1: Sewer Fee Summary

Land Use	Fee Amount	Administration (2%)	Grand Total Fee Amount
Residential Property (Fee per Bldg. Sq. Ft.)	\$1.2595	\$0.0252	\$1.2847
Commercial Property (Fee per 1,000 Bldg. Sq. Ft.)	\$1.0995	\$0.0220	\$1.1215
Industrial Property (Fee per 1,000 Bldg. Sq. Ft.)	\$0.5498	\$0.0110	\$0.5608

II LEGAL REQUIREMENTS

The City has identified the need to levy an impact fee to pay for future sewer facilities. This fee will finance facilities on the Needs Lists at levels identified by the City as appropriate for new development. Upon the adoption of the Fee Study and required legal documents by the City Council, all new development will be required to pay its “fair share” of the cost of facilities on the Needs List through the fee. The fee is established pursuant to AB 1600 as described below.

Prior to World War II, development in California was held responsible for very little of the cost of public infrastructure. Public improvements were financed primarily through jurisdictional general funds and utility charges. It was not uncommon during this period for speculators to subdivide tracts of land without providing any public improvements, expecting the closest city to eventually annex a project and provide public improvements and services.

However, starting in the late 1940s, the use of impact fees grew with the increased planning and regulation of new development. During the 1960s and 1970s, the California Courts broadened the right of local government to impose fees on developers for public improvements that were not located on project sites. More recently, with the passage of Proposition 13, the limits on general revenues for new infrastructure have resulted in new development being held responsible for a greater share of public improvements, and both the use and levels of impact fees have grown substantially. Higher fee levels were undoubtedly driven in part by a need to offset the decline in funds for infrastructure development from other sources.

The levy of impact fees is one authorized method of financing the public facilities necessary to mitigate the impacts of new development, as the levy of such fees provides funding to maintain an agency's existing level of service for an increased service population. A fee is “a monetary exaction, other than a tax or special assessment, which is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project...” (California Government Code, Section 66000). A fee may be levied for each type of capital improvement required for new development, with the payment of the fee occurring prior to the beginning of construction of a dwelling unit or non-residential building (or prior to the expansion of existing buildings of these types). Fees are often levied at final map recordation, issuance of a certificate of occupancy, or more commonly, at building permit issuance. Actual fees will be collected as prescribed in the Salinas Municipal Code.

Assembly Bill (“AB”) 1600, which created Section 66000 *et. seq.* of the Government Code, was enacted by the State of California in 1987. This Fee Study is intended to meet the nexus or benefit requirements of AB 1600, which mandates that there is a nexus between fees imposed, the use of the fees, and the development projects on which the fees are imposed.

A Government Code Section 66001

In 2006, Government Code Section 66001 was amended to clarify that a fee cannot include costs attributable to existing deficiencies, but can fund costs used to maintain the existing level of service or meet an adopted level of service that is consistent with the general plan.

Section 66000 *et seq.* of the Government Code requires all public agencies to satisfy the following

requirements when establishing, increasing or imposing a fee as a condition of new development:

1. Identify the purpose of the fee. [Government Code Section 66001(a)(1)]
2. Identify the use to which the fee will be put. [Government Code Section 66001(a)(2)]
3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed. [Government Code Section 66001(a)(3)]
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is to be imposed. [Government Code Section 66001(a)(4)]
5. Discuss how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The sections below present each of the five requirements listed above as they relate to the imposition of the proposed fees.

1. PURPOSE OF THE FEE [GOVERNMENT CODE SECTION 66001(A)(1)]

New residential and non-residential development within the City will generate additional residents and employees who will require additional public facilities. Land for these facilities will have to be acquired and public facilities and equipment will have to be expanded, constructed or purchased to meet this increased demand.

This Fee Study has been prepared in response to the projected direct and cumulated effect of future development. Each new development will contribute to the need for new public facilities. Without future development many of the new public facilities on the Needs Lists would not be necessary as the existing facilities are adequate for the City's present population. In instances where facilities would be built regardless of new development, the costs of such facilities have been allocated to new and existing development based on their respective level of benefit.

The proposed impact fee will be charged to all future development, irrespective of location, in the City. Even future "infill" development projects contribute to impacts on public facilities because they are an interactive component of a much greater universe of development located throughout the City. First, the property owners and/or the tenants associated with any new development in the City can be expected to place additional demands on City facilities funded by the fee. Second, these property owners and tenants are dependent on and, in fact, may not have chosen to utilize their development, except for residential, retail, employment and recreational opportunities located nearby on other existing and future development. Third, the availability of residents, employees, and customers throughout the City has a growth-inducing impact without which some of the "infill" development would not occur. As a result, all development projects in the City contribute to the cumulative impacts of development.

The impact fees will be used for the acquisition, installation, and construction of public facilities identified on the Needs Lists and appropriate administrative costs to mitigate the direct and

cumulative impacts of new development in the City.

2. THE USE TO WHICH THE FEE IS TO BE PUT [GOVERNMENT CODE SECTION 66001(A)(2)]

The fee will be used for the acquisition, installation, and construction of the public facilities identified on the Needs Lists, included in Section V of the Fee Study and other appropriate costs to mitigate the direct and cumulative impacts of new development in the City. The fee will provide a source of revenue to the City to allow for the acquisition, installation, and construction of public facilities, which in turn will maintain the current standard of service, preserve the quality of life in the City and protect the health, safety, and welfare of the existing and future residents, visitors, and employees.

3. DETERMINE THAT THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (BENEFIT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(3)]

It is the projected direct and cumulative effect of future development that has prompted the preparation of the Fee Study. Each development will contribute to the need for new public facilities. Without future development, the City would have no need to construct many of the public facilities on the Needs Lists. For all other facilities, the costs have been allocated to both existing and new development based on their level of benefit. Even future "infill" development projects, which may be adjacent to existing facilities, further burden existing public facilities. Consequently, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth.

The fees will be expended for the acquisition, installation, and construction of the public facilities identified on the Needs Lists and other authorized uses, as that is the purpose for which the Fee is collected. As previously stated, all new development creates either a direct impact on public facilities or contributes to the cumulative impact on public facilities. Moreover, this impact is generally equalized among all types of development because it is the increased demands for public facilities created by the future residents and employees that create the impact upon existing facilities.

For the foregoing reasons, new development benefits from the acquisition, construction, and installation of the facilities on the Needs Lists.

4. DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE PUBLIC FACILITY AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (IMPACT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(4)]

As previously stated, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth. Without future development, many of the facilities on the Needs Lists would not be necessary. For certain other facilities, the costs have been allocated to

both existing and new development based on their level of benefit.

For the reasons presented herein, there is a reasonable relationship between the need for the public facilities included on the Needs List and all new development within the City.

5. THE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE PUBLIC FACILITIES ATTRIBUTABLE TO THE DEVELOPMENT UPON WHICH THE FEE IS IMPOSED (“ROUGH PROPORTIONALITY” RELATIONSHIP) [GOVERNMENT CODE 66001(A)]

As set forth above, all new development in the City impacts public facilities. Moreover, each individual development project and its related increase in population and/or employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the Fee to finance the facilities on the Needs Lists is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner.

New development impacts facilities directly and cumulatively. In fact, without any future development, the acquisition, construction, and/or installation of many of the facilities on the Needs Lists would not be necessary as existing City facilities are adequate. Even new development located adjacent to existing facilities will utilize and benefit from facilities on the Needs List.

The proposed fee amounts are roughly proportional to the impacts resulting from new development based on the analysis in Section IV. Thus, there is a reasonable relationship between the amount of the Fee and the cost of the facilities.

Identifying these items will enable an impact fee to meet the nexus and rough proportionality requirements established by previous court cases. These findings are discussed in the nexus test for each proposed fee element as presented in Section VI. Current State financing and fee assessment requirements only allow new development to pay for its fair share of new facilities’ costs. Any current deficiencies resulting from the needs of existing development must be funded through other sources. Therefore, a key element to establish legal impact fees is to determine what share of the benefit or cost of a particular improvement can be equitably assigned to existing development, even if that improvement has not yet been constructed. By removing this factor, the true impact of new development can be assessed and equitable fees assigned.

B Assembly Bill (“AB”) 602

The impact fees included herein were circumscribed by the requirements of AB 602, which was approved by the California State Legislature and signed by Governor Newsom in 2021. Among the significant impacts of AB 602 are the following:

- On or after January 1, 2022, fee justification studies must identify the existing Level of Service (“LOS”) for each public facility, identify the proposed new LOS, and (if proposed new LOS is greater than existing LOS) include an explanation of why the new LOS is necessary.
- For housing development projects, nexus studies adopted after July 1, 2022, must calculate the amount of fees based on square footage of proposed units of the development, unless the local agency demonstrates that another metric is more appropriate. The bill would require

that a “local agency that calculated fees proportionally to the square footage of the proposed units be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by development.” This would also apply to multi-family residences.

- The bill also requires the Department of Housing and Community Development (“HCD”), on or before January 1, 2024, to create an impact fee nexus study template that may be used by local jurisdictions to calculate their fees. The bill requires that the template include a method of calculating the feasibility of housing being built with a given fee level. The template must be completed by 2024, and local jurisdictions will have the option (it will not be required) to use the HCD template.
- The bill authorizes any member of the public, including an applicant for a development project, to submit evidence that the city, county, or other local agency had failed to comply with the Mitigation Fee Act. The bill requires the legislative body of the city, county, or other local agency to consider any timely submitted evidence and authorize the legislative body to change or adjust the proposed fee or fee increase, as specified.
- If a nexus study supports the increase of an existing fee, the local agency shall review the assumption of the nexus study supporting the original fee and evaluate the amount of the fees collected under the original fee.
- Large jurisdictions (county population greater than 250,000) and cities within those counties must adopt a capital improvement plan (“CIP”) as part of the nexus study.
- Nexus studies shall be updated at least every 8 years from the period beginning January 1, 2023.

III DEMOGRAPHICS

In order to determine the public facilities needed to serve new development as well as establish fee amounts to fund such facilities, the City provided DTA with projections of future residential unit growth and future non-residential building square footage within the City. For purposes of projecting future residential and non-residential growth, the City categorizes developable land uses as residential property and non-residential property. Residential and non-residential property is further categorized into subclasses as shown in Table III-1. Based on these designations, DTA established fees for these land use categories to acknowledge the difference in impacts resulting from various land uses and to make the resulting fee program implementable. A summary of the land use classes utilized in this Fee Study are included in Table III-1. Information shown in the table below is based on the City’s 2002 General Plan (the “General Plan”).

Table III-1: Summary of Land Use Categories

Land Use Classification for Fee Study	Definition
Residential Property	Includes but is not limited to buildings used as the following: <ul style="list-style-type: none"> ▪ Single-family detached homes; ▪ Single-family attached homes, town homes, row houses, duplexes, mobile home parks, and condominiums ▪ Multi-family homes, including apartments and senior housing; ▪ A 2nd residential unit on property zoned and entitled for single-family residential use (an Accessory Dwelling Unit, or “ADU”) unless collection of DIF is prohibited by California law; ▪ Attached or detached single-family residential units which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated.
Commercial	Includes but is not limited to buildings used as the following: <ul style="list-style-type: none"> ▪ Retail stores, lodging, commercial recreation, personal services, business services, and financial services ▪ Businesses and offices
Industrial	Includes but is not limited to buildings used as the following: <ul style="list-style-type: none"> ▪ Single use or mixed-use business parks for offices, manufacturing, or warehousing ▪ Auto-dealers, repair shops, building material sales, light manufacturing, distribution, warehousing, and wholesaling. ▪ Food processing, packing, trucking, container manufacturing and similar uses

The time horizon used for the fee is through the year 2035. The City was able to utilize available data from the General Plan to generate future development projections through 2035.

Please note that for purposes of this Fee Study, any future ADU, as described in Table III-1 above, is assumed to be included in the buildout projections, but some of these units may not be required to pay an impact fee. As described in Section VIII herein, pursuant to Government Code Section 65852.2(f), ADUs are exempt from incurring impact fees from local agencies, special districts, and water corporations if such unit is less than 750 square feet. If an ADU is 750 square feet or larger, impact fees shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit. In addition, the DIF shall not be applicable to any ADU created within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure.

The following summarizes the future development figures used in calculating the impact fee.

A Future Development Within the City (2024-2035)

As discussed in the introduction above, the time horizon used for the fee is through the year 2035. These fee calculations rely on the development information provided by the City related to residential and non-residential building square feet through 2035 as described below.

A.1 Residential Development

The City estimates there will be 17,569 future residential units built within the City from the year 2024 through 2035.

In order to project future residential square footage, DTA utilized existing average square feet per residential unit data as provided by the City, using building permit data provided by City staff from 2018 to 2023, DTA calculated the average residential square footage for residential units constructed in the City within the past five years, as shown in Table III-2 below.

**Table III-2: Existing Residential Development Average Sq. Ft. Calculation
(2018-2023)**

Land Use Type	Total Square Footage	Total Units	Average Sq. Ft. per Unit
Single Family Dwelling Units	357,402	177	2,019
Multi-Family Units	115,622	111	1,042

Table III-3 below shows the calculation for the total estimated future residential building square feet. The total residential square footage calculation for future development shown in Table III-3 below is based on the average square foot per dwelling unit shown in Table III-2 above.

**Table III-3: Future Residential Development Total Sq. Ft. Calculation
(2024-2035)**

Land Use Type	Avg. Square Footage per Unit	Total Future Units	Total Sq. Ft.
Single Family Dwelling Units	2,019	13,387	27,028,353

Multi-Family Units	1,042	4,182	4,357,644
All Residential Property	1,786	17,569	31,385,997

A.2 Non-Residential Development

In terms of non-residential development, the Master Plan, consistent with the General Plan, estimates that there will be approximately 20.3 million new building square feet of commercial property and 14.8 million building square feet of industrial property within the City from 2024 to 2035. Table III-4 below summarizes the non-residential square footage as identified in the Master Plan.

**Table III-4: Future Non-Residential Development Total Sq. Ft. Calculation
(2024-2035)**

Land Use Type	Total Sq. Ft.
Commercial	20,266,478
Industrial	14,796,158
All Non-Residential Property	35,062,636

IV EQUIVALENT SQUARE FOOT PROJECTIONS

California Government Code §66001(4)(b) requires there to be a "...reasonable relationship between the amount of the fee and the cost of the public facility, or portion of the public facility, attributable to the development on which the fee is imposed." Additional sewage volume generated by new development requires expansion of existing sewer systems. Therefore, sewage volumes generated by growth in the various land uses would be a reasonable variable to measure sewer demand. To ensure a reasonable relationship is maintained within the proposed fee structure, this Fee Study uses an equivalent square foot ("ESF") methodology. This approach establishes, for given land uses, a method of comparison of that land use to a baseline land use, utilizing a common demand variable. A demand variable is a measurable factor directly related to the size and cost of the public facility to be financed ("Demand Variable"). The Demand Variable in this study is the sewage generation rate for the various land uses (i.e., gallons per day ("GPD")) per dwelling unit for residential property and per 1,000 building square feet for non-residential property. To conform to the requirements of AB 602, the Demand Variable for residential property is converted to GPD per square foot.

For the residential land use, the sewage generated per household, in GPD, is divided by the average square feet per household from Table III-3 to determine the residential sewage generation per day per square foot. The ESF Factor for each land use is determined by dividing the GPD per square foot values by the baseline GPD per square foot for the residential category.

Table IV-1 below shows the calculations of the ESF Factor for each land use category.

Table IV-1: Future ESFs (From 2024 to 2035)

Land use	Per Capita Usage ¹	Units	Person per Household ²	Usage Factor (GPD/DU or KSF)	Average Square Feet per DU	GPD per Square Foot	ESF Factor
Residential	48.67	GPD/Person	3.62	163.7	1,786.44	0.09	1.00
Commercial	0.08	GPD/Square Foot	NA	80.0	NA	0.08	0.87
Industrial	0.04	GPD/Square Foot	NA	40.0	NA	0.04	0.44
Notes:							
1. Based on data from Table 4-4, Existing Flow Factors, <u>Sanitary Sewer Master Plan Update</u> by Wallace Group							
2. Based on data from Table 4-6, Existing Flow Factors, <u>Sanitary Sewer Master Plan Update</u> by Wallace Group							

Table IV-2 below shows the total number of future ESFs calculated for each land use for the time period from 2024 to 2035 based on the ESF factors shown in Table IV-1 above.

Table IV-2: Future ESFs (From 2024 to 2035)

Land use	Square Feet	ESF Factor	ESFs
Residential	31,385,997	1.00	31,385,997
Commercial	20,266,478	0.87	17,691,732
Industrial	14,796,158	0.44	6,458,193
		Total ESFs =	55,535,922

V PROPOSED FACILITIES

Expected future development within the City will generate impacts to the City’s sewer system in terms of sewage conveyance capacity and pump station capacity. The improvements that are necessary to mitigate the impacts of new development throughout the City will include new sewer pipelines and pump station improvements. These improvements will benefit both existing and future development. Facility costs and descriptions were provided in the City of Salinas, Sanitary Sewer Master Plan Update, May 2023, prepared by Wallace Group. Furthermore, Wallace Group provided a summary of project cost allocations to existing and new development, as shown in Tables 1, 2 and 3 of Appendix A herein, “Summary of Capital Improvement Costs.” For purposes of complying with AB 602, the Master Plan is considered to be the CIP.

The need for projects listed in Appendix A, Table 1 (City of Salinas Future Sewer CIP Incremental Cost Summary Based on Future Flow Diameter) are driven solely by the demand by future development for additional capacity. If there were no future development the current pipe capacity would be adequate to handle existing flows. In order to provide additional capacity for future development, the existing pipelines will need to be abandoned and replaced by larger diameter pipes that can provide the capacity to handle flows from both existing and future development. The total project cost for each future CIP project is based on the larger replacement pipe size. The fair share cost allocation to future development is the cost to provide a pipeline that would have the capacity to handle flows from future development only. For instance, the first project listed in the table, “San Juan Grade,” indicates an 8-inch pipeline would be required to convey flows from future development only, while the project calls for a 12-inch pipeline that provides capacity for both existing and future development. Therefore, the cost allocated to future development for 8-inch diameter San Juan Grade project from Table 1 is equal to \$2,394,000. The total project cost for the 12-inch diameter project is \$2,982,000, leaving \$588,000 allocated to existing development. The total cost allocated to new development is shown as \$35,306,000.

Appendix A, Table 2 (City of Salinas Existing Sewer Capital Improvement Program) lists 31 conveyance projects that will provide capacity for both existing and future development. The project costs are allocated between existing and new development by percentage of total average daily flow for each project. The total project cost allocated to future development is \$23,518,747.

Appendix A, Table 3 (City of Salinas Existing Lift Stations Capital Improvement Program) lists 11 lift station projects that will provide capacity for both existing and future development. The project costs are allocated between existing and future development by percentage of total average daily flow for each project. The total project cost allocated to future development is \$11,124,994.

The costs from Tables 1 through 3 in Appendix A are summarized in Table V-1 below:

Table V-1: Proposed Capital Improvement Costs

Category	Existing	Future	Total
Future Development CIP ¹	\$ 10,497,400	\$ 35,306,000	\$ 45,803,400
Existing Development CIP ²	\$ 66,435,823	\$ 23,518,747	\$ 89,954,570
Existing Development Lift Stations ³	\$ 27,585,005	\$ 11,124,995	\$ 38,710,000
Total=	\$ 104,518,228	\$ 69,949,742	\$ 174,467,970
References:			
1. Wallace Group, City of Salinas Future Sewer Incremental Cost Summary, Table 1			
2. Wallace Group, Existing Sewer Capital Improvement Program (CIP)			
3. Wallace Group, Salinas SSMPU CIP Summary, Existing C.I.P. Lift Station, 6/11/2023			

AB 602 requires “that the Nexus Study identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is necessary.” For purposes of this Fee Study, the level of service is defined as the capacity to collect and treat sewage generated from both existing and new development. This Fee Study determines sewage flows based on the same sewage generation factors used for both existing and new development. Therefore, the level of service is the same for both existing and new development.

VI FEE CALCULATION

The section below presents the calculations used to determine the proposed sewer impact fee based upon the demographic data presented in Section III “Demographics” and the proposed capital improvement costs presented in Section V “Proposed Facilities,” herein.

Table VI-1 below illustrates how the sewer facilities fee will meet the requirements of AB1600 with regard to the use of the fee, the type of development funded, or partially funded by the fee revenue, the reasonable relationship to the need for the facilities and the proportionality requirements.

Table VI-1: Sewer Facilities

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	To provide a revenue source that will pay for the construction of sewer projects that will be used to mitigate the impacts of new development in the City.
66001(a)(2)	Identify the use to which the fee is to be put.	Revenue from this fee will be used to construct new sewer facilities that will be used to provide general sewer collection and treatment services.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed.	New residential and non-residential development will generate additional residents and employees that will increase the demand for sewer facilities. Sewer fees collected from new development will be used exclusively for construction-related costs associated with these projects.
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed.	New residential and non-residential development within the City will generate additional residents and employees that will increase the need to collect and treat sewage generated by such new development. New sewer pipelines and treatment facilities are needed to collect and treat sewer generated from new development in the City.
66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	The cost of the proposed facilities are based on projected sewer generation from the various land uses. The amount of the fee for each land use is calculated based on the relative contribution of City-wide sewer flow from each land use.

The residential and non-residential demographic data, including residential dwelling units and square feet and non-residential square feet are discussed in Section III herein. The total costs listed in the City's Needs List and costs allocated to future development of \$69,949,742 are shown in Table V-1 above.

As described in Section IV above, an ESF methodology is used to calculate the fee for each of the various land uses. The cost per ESF allocated to future development is determined by dividing the total cost allocated to new development shown below in Table VI-2 by the total future ESFs as shown in Table IV-2 above.

Table VI-2: Cost per ESF

Total Cost Allocated to Future Development	Total Future ESFs (equivalent square feet)	Cost per ESF
\$69,949,742	55,535,922	\$1.2595

Proposed Sewer Impact Fees

The maximum fee charged to new development to mitigate the impacts on the sewer system is determined for each land use by multiplying the cost per ESF by the ESF factor for each land use, as shown in Table VI-3 below:

Table VI-3: Fee Schedule

Land Use	ESF Factor	Cost per ESF	Development Impact Fee per Sq. Ft.
Residential	1.00	\$1.2595	\$1.2595
Commercial	0.87	\$1.2595	\$1.0995
Industrial	0.44	\$1.2595	\$0.5498

The proposed sewer fee schedule shown above is intended to fund the costs required to mitigate the impacts of new development to the sewer system. See the table below for the expected costs financed by fees for each land use.

Table VI-4: Proposed Sewer Fees

Land Use	Square Feet	Development Impact Fee per Sq. Ft.	Cost Financed by Fees
Residential	31,385,997	\$1.2595	\$39,531,934
Commercial	20,266,478	\$1.0995	\$22,283,452
Industrial	14,796,158	\$0.5498	\$8,134,356
Cost Allocated to Future Development			\$69,949,742
Cost Allocated to Existing Development			\$104,518,228
Total Cost of Facilities			\$174,467,970

VII IMPLEMENTATION OF FEE SCHEDULE

In addition to the legal requirements covered in Section II, there are a number of recommendations for the adoption and administration of the DIF presented in this report. All recommendations presented in this section are based on the Mitigation Fee Act (Government Code §66000 *et seq.*), also referred to as the “Act,” which provides specific requirements for establishing and administering DIF programs. The Act also mandates procedures for administering impact fee programs, such as the collection and accounting of impact fees, refunds, mandatory updates, and reporting requirements.

At the time the City imposes an impact fee, Government Code 66020 requires a written statement of the amount of the fee and a written notice of a 90-day period during which the imposition of the fee can be protested. Prior to the enactment of Section 66020, a developer could not challenge the validity of fees imposed on a residential development without refusing to pay them. Under these circumstances, developers were required to pay disputed fees before they could be challenged. Section 66020 was drafted to correct that problem.

The various subparts of Section 66020 allow for a procedure that permits a developer to pay the fees under protest, obtain the relevant building permit, and then proceed with the project while pursuing an action to challenge the fees. If the action is successful, the fees will be refunded with interest. However, failure to protest imposition of the fee during the allowed period may deprive the fee payer of the right to any subsequent legal challenges. Any challenges to be filed must be submitted within 90 days of enactment. The subsequent sections provide specific guidelines in implementing the DIF.

Please refer to Section 9-44 of the City’s municipal code for any additional exemptions and credits related to the development impact fees.

A The Collection of the DIF

According to Government Code Section 66007, any local agency that imposes any fees or charges on a residential development for the construction of public improvements or facilities shall not require the payment of those fees or charges, notwithstanding any other provision of law, until the date of the final inspection or the date the Certificate of Occupancy is issued, whichever occurs first.

However, utility service fees may be collected at the time an application for utility service is received. If the residential development contains more than one dwelling, the local agency may determine whether the fees or charges shall be paid on a pro rata basis for each dwelling when it receives its final inspection or Certificate of Occupancy, on a pro rata basis when a certain percentage of the dwellings have received their final inspection or Certificate of Occupancy, or on a lump sum basis when the first dwelling in the development receives its final inspection or Certificate of Occupancy, whichever of the three occur first.

An exception allows the DIF to be collected at an earlier time if they will be used to reimburse the agency for expenditures previously made or for public improvements or facilities for which money has already been appropriated. If any fee or charge specified is not fully paid prior to the issuance of a building permit for construction, the local agency issuing the building permit may require the property owner, or lessee if the lessee’s interest appears of record, as a condition of issuance of the building permit, to execute a contract to pay the fee or charge, or applicable portion.

Statutory restrictions in place for residential development at the time at which fees may be collected do not apply to non-residential development. In cases where the fees are not collected upon the issuance of building permits, Sections 6607(c)(1) and (2) provide that the City may require the property owner of a non-residential development to execute a contract to pay the fee, and subsequently record that contract as a lien against the property owner.

In addition, pursuant to Government Code Section 65852.2(f), ADUs are exempt from incurring impact fees from local agencies, special districts, and water corporations if such unit is less than 750 square feet. If an ADU is 750 square feet or larger, impact fees shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit. Furthermore, the sewer capital improvement fee shall not be applicable to any ADU created within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure. Please note that for purposes of this Fee Study, future ADUs are included in the buildout projections, but some of these units may not be required to pay an impact fee. As a result, the City may not collect the full amount of costs as shown in the Needs Lists included herein.

B The Assignment and Expenditure of Fee Revenue

According to Section 66006, if a local agency requires the payment of a fee specified in connection with the approval of a development project, the local agency receiving the fee shall deposit it with the other fees for the improvement to be funded in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected. Any interest income earned in the capital facilities account or fund shall also be deposited in that account or fund and shall be expended only for the purpose for which the fee was originally collected. Common practice is to maintain separate funds or accounts for impact fee revenues by facility category (i.e., street and park improvements, but not for individual projects). DTA recommends the continuation of that approach.

C Exemptions, Reductions and Waivers

If a project has characteristics that indicate its impact on a particular public facility or infrastructure system will be significantly and permanently smaller than the average impact used to calculate impact fees in this Fee Study, the fees should be reduced accordingly. The City may decide to voluntarily waive or reduce the fees that would otherwise apply to a project to promote goals such as affordable housing or economic development. However, the implementation of this policy may not result in increased costs for other development projects and are allowed only if such costs are offset from other revenue sources.

D Developer Improvement Credits

If the City maintains a policy that requires a developer, as a condition of project approval, to construct facilities for which impact fees have been or will be charged, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for such dedication or construction. Furthermore, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for the cost of the facilities or improvements constructed by the developer. If circumstances allow a developer to dedicate land, buildings, or other valuable considerations in lieu of

paying fees, the City maintains the discretion to accept or reject such offers and may negotiate the terms under which an offer would be accepted.

E Existing Development Credit

If a project involves the replacement, redevelopment, or intensification of previously existing development, impact fees should be applied only to the portion of the project which represents a net increase in demand for relevant facilities, applying the measure of demand used in this study to calculate that particular fee. Since residential service demand is normally estimated on the basis of demand per dwelling unit, an addition to a single-family dwelling unit typically would not be subject to an impact fee if it does not increase the number of dwelling units in the structure. In any project that results in a net increase in the number of dwelling units, the added units would normally be subjected to impact fees. A similar analysis can be applied to non-residential development using a measure of demand on which impact fees are based.

F Annual Reporting and Accounting of Fees

AB 1600 requires that both general law and charter cities account for every fee that they collect under its terms. Funds collected for each capital facility or service shall be deposited in separate accounts and not commingled with any other funds for other impact fees. While funds are accruing for individual capital facilities, the City must keep track of each fund and provide an annual report. Section 66006 requires that for each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

1. A brief description of the type of fee in the account or fund;
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and interest earned;
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in Paragraph (2) of Subdivision (a) of Section 66001, and the public improvement remains incomplete;
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and
8. The amount of refunds made pursuant To Subdivision (e) of Section 66001 and any allocations pursuant to Subdivision (f) of Section 66001.

The City must review the information made available at the next regularly Scheduled public meeting not less than 15 days after this information is made available to the public. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting.

G Refunding Policy

Under the Mitigation Fee Act, Govt. Code §66000 *et seq.*, each development fee must be deposited in a separate capital facilities account and may be expended only for the purposes for which it was collected. For all unexpended fees, the agency must make findings every 5 years that:

1. Identify the purpose to which the fee will be put;
2. Demonstrate a reasonable relationship between the unexpended balance and the purpose for which the fee was charged;
3. Ascertain the sources and funding for any as-yet-incomplete public improvements; and
4. Designate the approximate date the agency expects the funding for uncompleted improvements to be deposited in the account [§66001(d)(1)]. The Act provides that “if the findings are not made as required by [the Act], the local agency shall refund the moneys in the account” to the current owners of the properties for which the fees were paid [§66001(d)(2)].

Failure to make the findings specified in Mitigation Fee Act requires a refund of all unexpended DIF revenues. When sufficient funds have been collected to complete financing of the public improvements contained in the CIP, the public agency shall identify “an approximate date by which the construction of the public improvement will be commenced” within 180 days of collection of the required funds (Gov. Code §66001(e)). Failure to comply with this requirement also mandates the return of the collected funds, as stated above.

Furthermore, pursuant to Gov. Code §66008.1, otherwise known as AB 516, which became effective as of January 1, 2024 requires the following:

- Require that annual reports include certain additional information, such as: (1) identifying public improvements in previous annual reports and whether construction began on the date previously identified; and (2) provide the reason for delay and a revised approximate date the local agency will commence construction for projects that did not begin timely.
- Require that local agencies provide certain information to anyone paying a fee, such as the right to request audits, the right to request written notice of the meetings where annual reports are approved and a link to the website where annual reports are available.
- Expands the purposes for which audits of fees may be requested.

H Annual Update of the Capital Improvement Plan (“CIP”)

It is common for jurisdictions to prepare a CIP in conjunction with a fee program. In fact, AB 1600 encourages the use of a CIP to assist in scheduling and implementing the services and improvements

funded through impact fees (Gov. Code §66002). A good CIP establishes a Schedule of improvements necessary to accommodate the projected growth. The CIP must indicate the approximate size, location, time of availability, and estimated costs of all improvements to be financed through fees [Gov. Code §66002(a)]. In order to create a usable CIP, a municipality must have an accurate understanding of its current service baseline and its projected growth. This requires an understanding of when, where, and how growth may occur within the area. The more information collected about future growth, the more comprehensive and accurate the CIP will be. A CIP can also help a municipality determine when new public improvements or the expansion of existing public improvements is needed in relation to the timing of new development.

If the public agency adopts a CIP, it must be updated annually [Gov. Code §66002(b)]. 10 days' published notice is provided pursuant to Government Code §65090 and is also provided to any city or county that may be significantly affected by the CIP. If a CIP is adopted and is used as a basis for identifying the use of impact fees, the CIP must be adopted and updated annually by a resolution of the governing body at a public hearing. In the absence of a CIP, an alternative is to identify improvements in other public documents, such as General Plans, land studies, and other documents.

I Administration Costs of Fee Implementation

The cost of implementing the DIF is not included in the fees themselves and must be determined by the City. To recover the periodic costs of updating the fees studies, implementing the program, ongoing staff costs, managing the updates, and preparing annual and five-year updates required by the Act, an administration fee may be added to the impact fees calculated in this Fee Study. DTA recommends that these fee expenses are handled administratively and pass the costs on to user fees charged to applicants for processing fee applications. The calculation of the administrative cost for each fee in this Fee Study is presented in each respective fee section and in the Executive Summary.

J Indexing of Impact Fee Rates

The DIF presented in this report are based on current facility costs provided by the City and should be adjusted annually to account for inflation. The purpose of the adjustment is to account for future escalation in costs for land, equipment, vehicles, and construction. DTA recommends that after adoption, the fee should be reviewed each year and adjusted by a reliable index such as ENR's CCI generally used as the primary basis for indexing construction costs. Ordinarily, land costs make up a significant portion of the costs covered by the fees and do not lend themselves to traditional cost indexes. As such, land costs should be adjusted to changes in local land prices.

K Updating the Impact Fee Study

As stated in Section II.B., AB 602 was signed into law in September of 2021 by the Governor of California, and it provides new Statewide requirements for local jurisdictions seeking to impose the DIF on development projects. Among these requirements are that nexus studies shall be updated at least every 8 years as of January 1, 2023. However, DTA concurs with the generally accepted policy that 5 years is a good rule-of-thumb time period for impact fee updates, particularly because the required 5-year findings (see above) can be approved at that same time. In some instances, fees may remain valid for a longer

period of time if the City's land use and facility plans do not change. A case in point is a municipality at or near full build-out capacity. However, a dynamic, growing municipality facing significant changes in land use would do itself a disservice if it maintained the current fee structure for too long without a Fee Study to update the current rates.

L Administering an Impact Fee Program

Creating and administering an impact fee program can be a labor-intensive process requiring considerable preparation and training that should not be undertaken more often than necessary. A well-planned fee program can generate sufficient funds to allow the City to adequately mitigate impacts created by future development. Conversely, a poorly planned fee can result in either collecting too little money and being forced to pay for public facilities required as a result of future development through its General Fund or collecting too much money based on an unsupported fee program, thus exposing the City to a fee challenge or a requirement to refund unexpected proceeds.

All personnel involved in the process, including accounting, capital budgeting, and project management of any other area, must be made fully aware of the difference between impact fees and other fees, such as user fees, and of the guidelines and restrictions placed on the expenditure of impact fee revenues. The building impact fees generated in this report are tied to specific facility improvements and cost estimates provided by the City. The fees must be expended accordingly and must be able to withstand any challenges and show that the funds have been properly directed in accordance with proper AB 1600 guidelines.

In addition, every 5 years, the City shall report the status of the DIF funds in accordance with Government Code Section 66001(d) and shall i) identify the purpose to which the fee is put; ii) demonstrate a reasonable relationship between the fee and the purpose for which it is charge, iii) identify the sources and amounts of funding needed to complete the program, iv) list the facilities not yet completed, and v) identify, to the extent possible, the timing of when the remaining funds are expected to be received.

VIII SUMMARY OF SEWER IMPACT FEE

Table VIII-1 is a summary of the proposed fee amounts for the various land uses. The fee amounts represent the maximum fee that can be charged to any land use.

In order to recover administrative costs incurred by the City in the administration of the impact fee program, an administrative component equal to 2.0% of the total fee is added on to the proposed fees.

In addition, pursuant to Government Code Section 65852.2(f), ADUs are exempt from incurring impact fees from local agencies, special districts, and water corporations if such unit is less than 750 square feet. If an ADU is 750 square feet or larger, impact fees shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit. Furthermore, sewer fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure.

Table VIII-1: Sewer Impact Fee Summary

Land Use	Fee Amount	Administration (2%)	Grand Total Fee Amount
Residential Property (Fee per Bldg. Sq. Ft.)	\$1.2595	\$0.0252	\$1.2847
Commercial Property (Fee per 1,000 Bldg. Sq. Ft.)	\$1.0995	\$0.0220	\$1.1215
Industrial Property (Fee per 1,000 Bldg. Sq. Ft.)	\$0.5498	\$0.0110	\$0.5608

It is further recommended that the City include in its Council Resolution to adopt the fees presented in this Fee Study, a provision to automatically increase the fees annually tied to an inflation index, such as the Engineering News Record Construction Cost Index, or some other reasonable measure of inflation.

APPENDIX A

City of Salinas
Development Impact Fee Justification Study



SUMMARY OF CAPITAL IMPROVEMENT COSTS

TABLE 1.
CITY OF SALINAS FUTURE SEWER CIP INCREMENTAL COST SUMMARY BASED ON FUTURE FLOW DIAMETER

Future Sewer CIP	Description	Length (Ft)	Future Flow Diameter (in)	Total Project Cost to Construct Future Flow Diameter ¹ (\$)	Recommended CIP Diameter (in)	Total Project Cost for Upsizing to CIP Sewer Main ² (\$)	Incremental Project Cost (\$)
San Juan Grade	8-inch has available capacity to convey solely future flows	3,800	8	\$2,394,000	12	\$2,982,000	\$588,000
North Davis Road	21-inch has available capacity to convey solely future flows	5,340	21	\$6,538,000	24	\$11,376,400	\$4,838,400
					30		
					32		
West Laurel Drive	10-inch has available capacity to convey solely future flows	1,550	10	\$1,148,000	15	\$1,271,200	\$123,200
Victor Street	8-inch has available capacity to convey solely future flows	1,600	8	\$1,134,000	18	\$1,570,800	\$436,800
Freedom Parkway	15-inch has available capacity to convey solely future flows	4,750	15	\$4,151,000	15	\$4,368,000	\$217,000
					18		
Natividad Creek Park	18-inch has available capacity to convey solely future flows	4,030	18	\$3,975,000	21	\$6,135,000	\$2,160,000
					27		
East Alisal Street	12-inch has available capacity to convey solely future flows	7,600	12	\$5,842,000	18	\$7,644,000	\$1,802,000
					21		
Abbott Street	12-inch has available capacity to convey solely future flows	2,850	12	\$2,270,000	15	\$2,442,000	\$172,000
					15		
					18		
South Sanborn Road	Increase Overflow Elevation	--	18	\$7,854,000	65.09 ft (elevation)	\$8,014,000	\$160,000
	18-inch has available capacity to convey solely future flows	6,365			21		
					24		
					27		
Total Project Cost				\$35,306,000	--	\$45,803,400	\$10,497,400

¹Total Project Cost includes lateral-connections, sewer bypassing, traffic control, and manhole replacements. A soft cost allocation of 40% is also included for planning, engineering, CM, and legal/admin.

²Cost does not include overflow replacements. This expense is included in (1). A soft cost allocation of 40% is included for planning, engineering, CM, and legal/admin.

TABLE 2
CITY OF SALINAS EXISTING SEWER CAPITAL IMPROVEMENT PROGRAM (CIP)

Project #	Title	Total Project Cost*	Existing Average Daily Flows (gpm)	Future Average Daily Flows (gpm)	Percentage of Existing Flows	Percentage of Future Flows	Existing Project Cost Allocation	Future Project Cost Allocation
1	Cesar Chavez Park	\$ 11,716,600	1,138	1,166	98%	2%	\$ 11,442,272	\$ 274,328
2	Upper Carr Lake Repairs	\$ 1,123,500	598	2,395	25%	75%	\$ 280,324	\$ 843,176
3	Upstream TP2 Diversion	\$ 63,000	655	1,063	62%	38%	\$ 38,804	\$ 24,196
4	Northridge Mall	\$ 2,682,400	347	499	69%	31%	\$ 1,862,599	\$ 819,801
5	East Market and Upstream of Lake Street Repairs	\$ 1,853,880	1,927	3,773	51%	49%	\$ 946,940	\$ 906,940
6	Louise and Van Buren Street Repair	\$ 297,500	138	157	88%	12%	\$ 261,456	\$ 36,044
7	West Market at Davis Overcrossing	\$ 18,690	7,745	7,998	97%	3%	\$ 18,099	\$ 591
8	Cherokee Drive	\$ 2,688,000	1,179	1,970	60%	40%	\$ 1,608,590	\$ 1,079,410
9	Malarin St and Wilgart Way Repairs	\$ 261,240	2	2	100%	0%	\$ 261,240	\$ -
10	Romie Lane Repairs & Reconfiguration Analysis	\$ 100,000	780	1,316	59%	41%	\$ 59,256	\$ 40,744
11	King Street Repairs	\$ 819,000	9	9	100%	0%	\$ 819,000	\$ -
12	Del Monte and Mae Repairs	\$ 1,003,800	60	60	100%	0%	\$ 1,003,800	\$ -
13	Riker Street Repair	\$ 11,200	21	21	100%	0%	\$ 11,200	\$ -
14	West Market Street Repairs	\$ 1,324,260	73	73	100%	0%	\$ 1,324,260	\$ -
15	Johnson Place Repairs	\$ 1,174,880	15	15	100%	0%	\$ 1,174,880	\$ -
16	N Main St Hwy 101 Underpass Bunker Repair	\$ 35,000	152	319	47%	53%	\$ 16,620	\$ 18,380
17	Donner Way	\$ 176,400	65	65	100%	0%	\$ 176,400	\$ -
18	San Miguel Ave Repair	\$ 6,300	14	14	100%	0%	\$ 6,300	\$ -
19	Noice Drive/Tyler Street	\$ 4,760,000	299	467	64%	36%	\$ 3,050,338	\$ 1,709,662
20	Natividad Rd Consolidation	\$ 12,768,000	749	749	100%	0%	\$ 12,768,000	\$ -
21	Acacia, Bautista, Woodside Repairs	\$ 756,700	38	38	100%	0%	\$ 756,700	\$ -
22	Comanche, Polk, and North First Repairs	\$ 1,143,100	20	20	100%	0%	\$ 1,143,100	\$ -
23	Sherwood Dr Repairs	\$ 680,960	8	8	100%	0%	\$ 680,960	\$ -
24	East Laurel and Williams Repairs	\$ 995,400	155	155	100%	0%	\$ 995,400	\$ -
25	Hoover Street Repair	\$ 22,400	3	3	100%	0%	\$ 22,400	\$ -
26	Katherine Ave & Pajaro St Repairs	\$ 43,960	780	780	100%	0%	\$ 43,960	\$ -
27	Wood Street Reconfiguration Analysis	\$ 50,000	32	32	100%	0%	\$ 50,000	\$ -
28	CCTV Program	\$ 9,392,000	10,460,000	17,715,200	59%	41%	\$ 5,545,538	\$ 3,846,462
29	Inflow/Infiltration Evaluation	\$ 140,000	10,460,000	17,715,200	59%	41%	\$ 82,663	\$ 57,337
30	Brick Manhole Inspection & New Manhole Replacement	\$ 2,419,200.00	10,460,000	17,715,200	59%	41%	\$ 1,428,425	\$ 990,775
31	Flushing Inlet (Cleanout) Inspection & New Manhole Replacement	\$ 31,427,200.00	10,460,000	17,715,200	59%	41%	\$ 18,556,297	\$ 12,870,903
EXISTING SEWER PROJECT CIP TOTAL COSTS		\$ 89,954,570.00					\$66,435,822.98	\$ 23,518,747

*All CIP costs are expressed in May 2022 dollars, using McGraw-Hill ENR Construction Cost Index of 13004, and will need to be escalated to the year or years scheduled for the work.

TABLE 3

CITY OF SALINAS EXISTING LIFT STATIONS CAPITAL IMPROVEMENT PROGRAM (CIP)

Project #	Title	Total Project Cost	Existing Average Daily Flows (gpm)	Future Average Daily Flows (gpm)	Percentage of Existing Flows	Percentage of Future Flows	Existing Project Cost Allocation	Future Project Cost Allocation
1	Lake Street Lift Station	\$ 13,300,000.00	2,536	3,777	67%	33%	\$ 8,930,050.30	\$ 4,369,949.70
2	Santa Rita Lift Station	\$ 4,900,000.00	224	406	55%	45%	\$ 2,704,114.31	\$ 2,195,885.69
3	Spicer Lift Station	\$ 3,080,000.00	35	35	100%	0%	\$ 3,080,000.00	\$ -
4	Mill Lake Lift Station	\$ 3,850,000.00	44	44	100%	0%	\$ 3,850,000.00	\$ -
5	Carpenter Hall Lift Station	\$ 1,470,000.00	410	431	95%	5%	\$ 1,398,375.87	\$ 71,624.13
6	De La Torre Lift Station	\$ 1,680,000.00	2	165	1%	99%	\$ 20,363.64	\$ 1,659,636.36
7	Vista Nueva Lift Station	\$ 3,080,000.00	14	14	100%	0%	\$ 3,080,000.00	\$ -
8	Harkins Road Lift Station	\$ 1,820,000.00	47	103	46%	54%	\$ 830,485.44	\$ 989,514.56
9	Las Casitas Lift Station	\$ 910,000.00	46	46	100%	0%	\$ 910,000.00	\$ -
10	TP2 Lift Station	\$ 3,500,000.00	94	198	47%	53%	\$ 1,661,616.16	\$ 1,838,383.84
11	Airport Lift Station	\$ 1,120,000.00	21	21	100%	0%	\$ 1,120,000.00	\$ -
EXISTING LIFT STATION CIP TOTAL COSTS		\$ 38,710,000.00					\$ 27,585,005.72	\$ 11,124,994.28

*All CIP costs are expressed in May 2022 dollars, using McGraw-Hill ENR Construction Cost Index of 13004, and will need to be escalated to the year or years scheduled for the work.



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Legislation Text

File #: ID#24-220, Version: 1

2023 AB 481 Annual Report, Renewal of Ordinance No. 2657, and Purchase of AB 481 Equipment

Approve a Resolution to renew Ordinance No. 2657 pertaining to military equipment funding, acquisition, and use, and authorize the direct purchase of AB 481 equipment for a total cost not to exceed \$10,499.11.



CITY OF SALINAS COUNCIL STAFF REPORT

to

DATE: APRIL 23, 2024

DEPARTMENT: SALINAS POLICE DEPARTMENT

FROM: JOHN C. MURRAY, ACTING CHIEF OF POLICE

BY: TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR
DIANA CALIZO, ADMINISTRATIVE ANALYST I

TITLE: 2023 AB 481 ANNUAL REPORT, RENEWAL OF ORDINANCE
NO. 2657, AND PURCHASE OF AB 481 EQUIPMENT

RECOMMENDED MOTION:

A motion to approve a Resolution to renew Ordinance No. 2657 pertaining to military equipment funding, acquisition, and use, and authorize the Interim City Manager to approve the direct purchase of AB 481 equipment for a total cost not to exceed \$10,499.11.

RECOMMENDATION:

Staff recommends that City Council renew Ordinance No. 2657 pertaining to military equipment funding, acquisition, and use, as required by Assembly Bill 481. Staff further recommends that City Council authorize the direct purchase of AB 481 equipment for use by the Special Weapons and Tactics (SWAT) Team. Equipment will be purchased from LC Action for a total cost not to exceed \$10,499.11.

EXECUTIVE SUMMARY:

Assembly Bill 481 (AB 481 or the Bill), codified in Government Code sections 7070 through 7075 requires a law enforcement agency to obtain approval from the applicable governing body, by adopting a military equipment use policy by ordinance, prior to taking certain actions related to the funding, acquisition, or use of “military equipment” as defined by the Bill. City Council adopted a military equipment use policy by Ordinance on August 23, 2022, and this requires annual renewal. As required by AB 481, SPD is now presenting the 2023 AB 481 Annual Report and requesting the renewal of Ordinance No. 2657 to allow SPD to continue utilizing this necessary equipment.

The department is also requesting the purchase of new AB 481 equipment. The department’s Special Weapons and Tactics (SWAT) Team have a need for new precision rifles to be purchased from LC Action for a total cost not to exceed \$10,499.11.

BACKGROUND:

On September 30, 2021, Governor Newsom signed AB 481 – Military Equipment Funding, Acquisition, and Use into law. The Bill designated fifteen categories of police equipment items as military equipment. AB 481 required SPD to obtain approval of the City Council, by an ordinance adopting a military equipment policy, prior to any of the following activities:

1. Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
2. Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the city limits.
5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council pursuant to this chapter.
6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
7. Acquiring military equipment through any means not identified above.

From January 1, 2022, forward, all new acquisitions of military equipment, as designated by AB 481, requires approval by City Council.

Information about AB 481 – Military Equipment Funding, Acquisition, and Use is available on the Police Department's webpage and can be accessed at <https://salinaspd.com/assembly-bill-481/>. The webpage contains the AB 481 defined list of police equipment deemed military equipment by numbered category and identifies each category of equipment SPD possesses. The webpage contains several links to additional information, including the full text of AB 481, the SPD Military Equipment policy, and the military equipment inventory currently in SPD's possession. The webpage also contains a link to a webform where community members may ask questions, make comments, or voice concerns. Answers to those questions, and responses to the comments or concerns, are found by accessing another link. For those wishing to make a formal complaint, a link directs them to the complaint process webpage. SPD has and will continue to update this webpage as equipment inventory changes, and as usage and cost data is reported via the AB 481 Annual Reports. The webpage will remain accessible so long as military equipment is available for use.

On August 23, 2022, City Council adopted Ordinance No. 2657 which added Article III to Chapter 27 of the Salinas Municipal Code pertaining to the military equipment use policy in compliance with Assembly Bill 481. Before adopting the Ordinance, the Council determined several factors:

- 1) The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and community member safety.
- 2) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

- 3) If purchasing additional equipment, it is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and community member safety.
- 4) Use of Military Equipment complied with the Policy that was in effect at the time of the use, or if prior uses did not comply with the Policy, corrective action has been taken to remedy non-conformance and ensure future compliance.

After adoption of the Ordinance, SPD is required to seek renewal of the Ordinance annually thereafter to continue using military equipment. SPD is required to submit to the governing body an annual military equipment report within one year of approval, and annually thereafter for as long as the military equipment is available for use. SPD is also required to hold a community engagement meeting where the public may discuss and ask questions about the AB 481 Annual Report.

As required by AB 481, codified in Government Code § 7072(a), SPD is submitting the 2023 AB 481 Annual Report to City Council. The 2023 AB 481 Annual Report is posted on the SPD website and attached to this document. The report includes a summary of how the military equipment was used and the purpose of its use, a summary of complaints or concerns received concerning the military equipment, information regarding violations of the military equipment use policy, the total annual cost for each type of military equipment, and the quantity possessed for each type of military equipment. For the calendar year 2023 period, there were no reported violations of the military equipment use policy and one reported complaint related to the use of Category 2 equipment, the Mine Resistant Ambush Protected (MRAP) vehicles at community events.

As required by AB 481, codified in Government Code § 7072(b), after releasing the annual military equipment report SPD is required to hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and SPD's funding, acquisition, or use of military equipment. The 2023 AB 481 Annual Report was released on March 16, 2024, via posting to the SPD website and with a corresponding announcement related to the release of the report and the Community Meeting scheduled for April 15, 2024, at 6:00pm at the City Hall Rotunda. A follow-up social media post was done prior to the Community Meeting. To ensure maximum opportunity for input, SPD also provided a presentation to the Police Community Advisory Committee (PCAC) on March 27, 2024. Acting Chief John Murray presented the 2023 AB 481 Annual Report and PCAC members were told of the upcoming Community Meeting. During the presentation, PCAC Committee Member Eddy stated that she did not feel that the MRAP should not be displayed at community events. Committee Member Perez stated that a display of the MRAP may be acceptable in other areas of the county, but not in his district. Committee Chair Miller stated that the MRAP does not have any offensive capabilities and the display helps the community to understand the equipment and know that it comes to help. She suggested that SPD do more to provide education about use of the MRAP, such as displaying pictures of its use during the 2023 Floods. Committee Chair Miller also stated that she was glad to see the usage costs were low which aligns with the infrequent usage. A member of the community spoke during public comment and stated that he had another opinion about the MRAP use at community events, as he felt that seeing the MRAP may inspire children to want to be police officers so they can drive such equipment. The AB 481 Community Meeting was held on Monday, April 15, 2024, at 6:00pm at

the City Council Rotunda. Several SPD staff remained available for more than 30 minutes, but no members of the public attended the Community Meeting during which SPD personnel were prepared to present the report and answer any questions related to AB 481.

As required by AB 481, codified in Government Code § 7071(e), City Council shall review any Ordinance at least annually and, subject to paragraph (2), vote on whether to renew the ordinance. The referenced paragraph (2) states the governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in the report has complied with the standards for approval set forth in subdivision (d). The referenced subdivision (d) references the requirement that the use of military equipment complied with the Policy that was in effect at the time of the use, or if prior uses did not comply with the Policy, corrective action has been taken to remedy non-conformance and ensure future compliance.

SPD contends that the Ordinance, policy, and military equipment it possesses continues to meet all requirements set forth in AB 481 and has documented via the 2023 AB 481 Annual Report that there were no reported violations of the military equipment use policy. There was one complaint related to the use of Category 2 equipment, the MRAP, at community events. Given the information above, the department is requesting that City Council renew Ordinance No. 2657 ordinance as required by AB 481. The renewal of this Ordinance will allow SPD to continue using the vital equipment specified therein. Items deemed to be military equipment by AB 481 are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been utilized by SPD and other law enforcement agencies to enhance community and officer safety. Loss of these items would jeopardize the welfare of both our community and the peace officers within SPD.

The department is also requesting the approval to purchase four new precision rifles for use by the Special Weapons and Tactics (SWAT) Team. These rifles are a different platform than currently possessed by SPD and have the ability to be used for a wider variety of critical incidents. We have secured a quote for the precision rifles from LC Action totaling \$9,999.15. Given the delay between quote and potential purchase, we are asking for a 5% contingency to be added to the quote amount to ensure we have the ability to purchase should the price change. Given the additional contingency, we are asking for authority to purchase the four precision rifles from LC Action for a cost not to exceed \$10,499.11. Existing department appropriated General Fund will be utilized for these purchases.

There are no local vendors that sell this specialized equipment, and we have an existing vendor with a long and positive history serving law enforcement. Given the absence of local vendors, as well as the information provided, the City Council has the authority to approve this direct purchase under Salinas Municipal code Section 12-27 and without application of the local purchasing preference pursuant to Salinas Municipal Code Section 12-28.080.

POLICE COMMUNITY ADVISORY COMMITTEE:

To ensure maximum opportunity for input, SPD also provided a presentation. Acting Chief John Murray presented the 2023 AB 481 Annual Report to the Police Community Advisory Committee (PCAC) on March 27, 2024 and PCAC members were also told of the upcoming Community Meeting. Comments made at the PCAC Meeting are described earlier in this report.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

Renewing the proposed Ordinance and authorizing the purchase of equipment will support the City Council's Strategic Plan Goal of Public Safety.

DEPARTMENTAL COORDINATION:

The Police Department and Legal Department coordinated on the Ordinance and legal compliance with Assembly Bill 481, and the department will coordinate with the Finance Department during the purchasing process.

FISCAL AND SUSTAINABILITY IMPACT:

Approving the renewal of Ordinance No. 2657 will have no direct fiscal impact on the City's General Fund, Measure E or Measure G funds. Oversight, including administrative data collection and reporting, is completed by existing Salinas Police Department staff.

Funds for the requested equipment is appropriated and available in the Patrol Division budget, account 1000.40.4220. Additional funds are not being requested for the purchase of the AB 481 equipment.

ATTACHMENTS:

Resolution
Ordinance No. 2657
Assembly Bill 481
Presentation – 2023 AB 481 Annual Report
AB 481 Equipment Quote
2023 AB 481 Annual Report

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

**RESOLUTION APPROVING RENEWAL OF ORDINANCE NO. 2657
AND PURCHASE OF AB-481 EQUIPMENT**

WHEREAS, Assembly Bill 481 (AB 481), codified in Government Code sections 7070 through 7075, requires the Salinas Police Department (SPD) to obtain approval from City Council, by adopting a military equipment use policy by ordinance, prior to taking certain actions related to the funding, acquisition, or use of military equipment as defined by AB 481, and this was completed via City Council's adoption of Ordinance No. 2657 on August 23, 2022; and

WHEREAS, SPD has presented the 2023 AB 481 Annual Report and contends that the military equipment use policy and military equipment in the department's possession continues to meet all requirements set forth in AB, thus SPD is requesting that City Council renew Ordinance No. 2657 as required by AB 481; and

WHEREAS, the Salinas Police Department's Special Weapons and Tactics (SWAT) Team has the need to purchase precision rifles which are defined as military equipment per AB 481; and

WHEREAS, in the absence of local vendors, a quote has been obtained from LC Action, and City Council can approve this purchase pursuant to Salinas Municipal Code Section 12-27 (exception to low-bid based competition) in contracting for equipment, materials, supplies and services and pursuant to Salinas Municipal Code 12-28 (local purchasing preference).

NOW, THEREFORE, BE IT RESOLVED the Salinas City Council authorizes the renewal of Ordinance No. 2657 pertaining to the military equipment use policy in compliance with AB 481; and

BE IT FURTHER RESOLVED the Salinas City Council authorizes the Interim City Manager to approve the direct purchase of precision rifles from LC Action for a total cost not to exceed \$10,499.11.

PASSED AND APPROVED this 23rd day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

ORDINANCE NO. 2657 (N.C.S.)

AN ORDINANCE OF THE CITY OF SALINAS ADDING ARTICLE III TO CHAPTER 27 OF THE SALINAS MUNICIPAL CODE PERTAINING TO THE MILITARY EQUIPMENT USE POLICY IN COMPLIANCE WITH ASSEMBLY BILL 481

City Attorney Impartial Analysis

As required by Assembly Bill 481, signed into law by Governor Newsom on September 30, 2021, this Ordinance pertains to the adoption of a Military Use Policy. Pursuant to this Ordinance, the Salinas Police Department would be required to obtain the approval of the City Council, by adoption of a Military Equipment Use Policy, prior to taking certain actions relating to the funding, acquisition, or use of “military equipment” as defined. This Ordinance would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The Ordinance will be subject to annual review by the City Council.

WHEREAS, On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code section 7070, et seq.), relating to the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481 requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, Assembly Bill 481 seeks to provide transparency, oversight, and an opportunity for public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations; and

WHEREAS, the Salinas Police Department is in possession of certain items of equipment that qualify as “military equipment” under Assembly Bill 481; and

WHEREAS, the proposed military equipment use policy is found within Salinas Police Department Policy 709 Military Equipment; and

WHEREAS, Salinas Police Department Policy 709 Military Equipment was published on the Salinas Police Department’s internet website on March 23, 2022; the Salinas Police Department Policy 709 Military Equipment was presented to City Council on March 29, 2022; and

WHEREAS, the Policy and supporting information must be approved by the governing body (the City Council) by ordinance, and reviewed annually.

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

SECTION 1: Article III is hereby added to Chapter 27 of the Salinas Municipal Code and shall read as follows:

Article III. Military Equipment Policy

Sec. 27-03.01 Military Equipment Policy.

- (a) The City Council finds and determines the following:
 - (1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
 - (2) The proposed military equipment use policy (“Policy”) will safeguard the public’s welfare, safety, civil rights and civil liberties;
 - (3) The equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);
 - (4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- (b) The Salinas Police Department has submitted a proposed Policy to the City Council and has made those documents available on the Police Department’s website for at least thirty (30) days prior to the public hearing concerning the military equipment at issue.
- (c) The Policy was considered by the City Council in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act. At which public comment was permitted.
- (d) The Policy shall be made publicly available on the Salinas Police Department’s website for as long as the military equipment is available for use.
- (e) The Salinas Police Department shall submit an annual military equipment report to the City Council, containing the information required by Government Code section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(f) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code section 7071(e)(2).

(g) The City Council approves the use of the Policy and finds that it satisfies the requirements of Government Code section 7070(d).

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

SECTION 3: EFFECTIVE DATE. This Ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this 23rd day of August 2022, by the following vote:

AYES: Councilmembers: Barrera, Cromeenes, Gonzalez, Osornio and Mayor Craig

NOES: Councilmember Rocha

ABSENT: Councilmember McShane

ABSTAIN: None

APPROVED:

DocuSigned by:

Kimbley Craig

E554E94F4CE64C8...

Kimbley Craig, Mayor

ATTEST:

DocuSigned by:

Patricia Barajas

5BE31EC636A6432...

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Christopher A. Callihan

DF600E62871844E...

Christopher A. Callihan, City Attorney

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Date Published: 10/01/2021 09:00 PM

Assembly Bill No. 481**CHAPTER 406**

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal surplus personal property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. Funding, Acquisition, and Use of Military Equipment

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

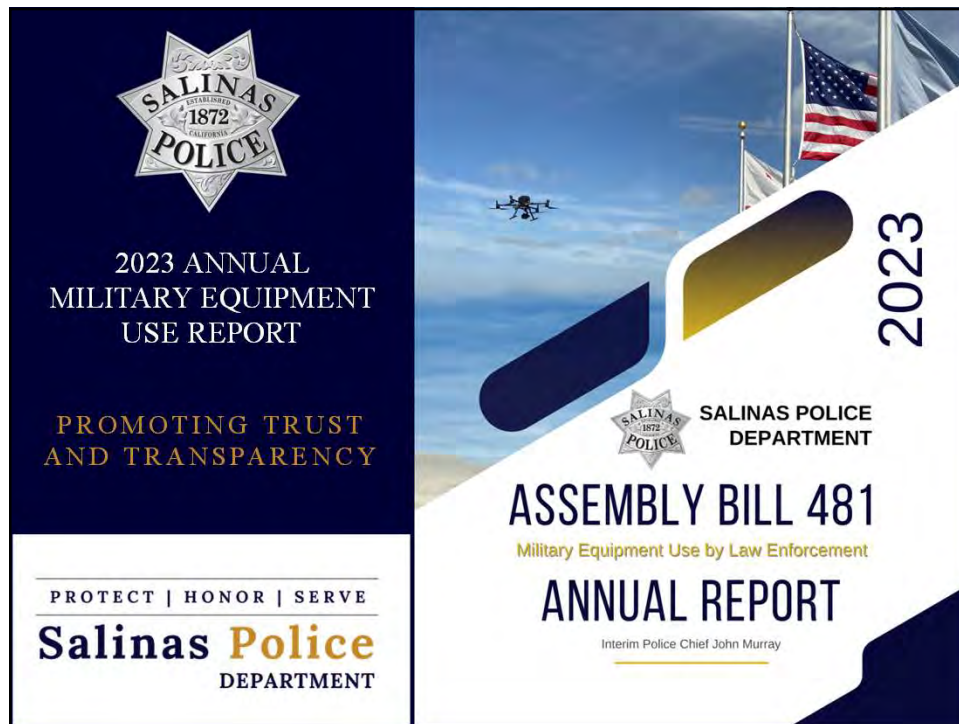
7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.



1

TIMELINE AND HIGHLIGHTS

- ▶ Ordinance adding Article III to Chapter 27 of the Salinas Municipal Code pertaining to the Military Equipment Use Policy in compliance with Assembly Bill (AB) 481 adopted by City Council on August 23, 2022
- ▶ Ordinance renewed by City Council on August 22, 2023
- ▶ 2023 AB 481 Annual Report released March 16, 2024
- ▶ PCAC Meeting to discuss 2023 AB 481 Annual Report on March 27, 2024
- ▶ Community Meeting to discuss 2023 AB 481 Annual Report on April 15, 2024
- ▶ City Council Meeting for renewal of Ordinance No. 2657 on April 23, 2024

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Category 1**UNMANNED AERIAL SYSTEMS (DRONES)**► **Purpose**

- Support law enforcement operations to preserve life and enhance public safety

► **Authorized Use Examples**

- May be deployed when an overhead view would assist officers or incident commanders with planning and responding to situations such as:
 - Collection of evidence in the form of aerial photography, video
 - Fleeing suspects or hostage situation
 - High-risk search warrants
 - Major traffic collision assessments
 - Mutual aid support (example: fire)

2023 StatisticsNumber of Authorized Usages: **312**Annual Costs: **\$7,718.22**Unauthorized Use or Complaints: **0**

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Category 1, continued**UNMANNED REMOTELY PWD GRND VEHICLES (ROBOTS)**► **Purpose**

- Used during critical incidents to remotely gain visual/audio information or deployed for a specific purpose to increase safety for officers and the community

► **Authorized Use Examples**

- Inspect dangerous locations from a position of safety
- Locate barricaded subjects
- Deliver hostage negotiations phone
- Open doors
- Clear buildings/houses
- Two-way communication tool

2023 StatisticsNumber of Authorized Usages: **3**Annual Costs: **\$0**Unauthorized Use or Complaints: **0**

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Category 2**MRAP VEHICLES – RESCUE 1 & RESCUE 2**

► Purpose

- Primarily used to safely transport personnel to and from critical incidents, extract citizens from volatile situations

► Authorized Use Examples

- Support SWAT, VSTF or Patrol during critical incidents
- Pre-planned high-risk search warrants
- When greater protection (ie: personal body armor or shield) is required
- Provide mutual aid for natural disasters, such as large-scale fires or flooding
- Community Events

2023 StatisticsNumber of Authorized Usages: **28**Annual Costs: **\$2,079.10**Unauthorized Use or Complaints: **1***Use at community events questioned*

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Category 5**SPD MOBILE COMMAND VEHICLES**

► Mobile Incident Command Vehicle (MCV)

- Provides command response to critical incidents or natural disasters
- Mobile base of operation which is fully contained and equipped with communications equipment
- Other large-scale events to provide high visibility and public safety

► ICAC Vehicle

- Used as part of a county-wide task force to aid in the response to technology-facilitated child sexual exploitation and Internet Crimes Against Children (ICAC).

2023 StatisticsNumber of Authorized Usages: **3**Annual Costs: **\$1,370.52**Unauthorized use or complaints: **0****2023 Statistics**Number of Authorized Usages: **3**Annual Costs: **\$735.70**Unauthorized use or complaints: **0**

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Category 7**BREACHING ROUNDS**

► Purpose

- To quickly defeat locked doors in situations where delay would be dangerous to officers or occupants
- Note: Frangible breaching rounds disintegrate upon impact, making penetration through a barrier less likely

► Authorized Use Examples

- Available to use in high-risk incidents in order to expeditiously gain access
- Note: Frangible breaching rounds are designed to destroy the object it hits and then disperse into a relatively harmless powder

2023 StatisticsNumber of Authorized Usages: **0**Annual Costs: **\$0**Unauthorized Use or Complaints: **0**

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Category 8 - >.50 caliber**BREACHING SHOTGUNS**

► Purpose

- To quickly defeat locked doors in situations where delay would be dangerous to officers or occupants

► Authorized Use Examples

- High-risk incidents such as an active shooter situation or the arrest of a potentially heavily armed individual

2023 StatisticsNumber of Authorized Usages: **0**Annual Costs: **\$0**Unauthorized Use or Complaints: **0**

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Category 10 - <.50 caliber**SPECIALIZED FIREARMS AND AMMUNITION**

► Purpose

- SPD equips officers to address risks posed to the public and department members by violent and sometimes well-armed individuals
- These firearms are to be used as precision weapons to address a threat with more precision and/or greater distance than a handgun

► Authorized Use Examples

- Active Shooter, well-armed individuals, etc.

2023 Statistics

Number of Authorized Usages: **1**
 Annual Costs: **\$0**
 Unauthorized Use or Complaints: **0**



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Category 11**ANY FIREARM ACCESSORY DESIGNED TO LAUNCH EXPLOSIVE PROJECTILES**

► Purpose

- To limit the escalation of conflict by the use of less lethal options in conjunction with de-escalation tactics when feasible
- SPD does not utilize this piece of equipment as designed – SPD does not possess explosive projectiles

► Authorized Use Examples

- Used in the same manner as a 40MM launcher as a less lethal force in Category 14

2023 Statistics

Number of Authorized Usages: **0**
 Annual Costs: **\$0**
 Unauthorized Use or Complaints: **0**



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Category 12**DISTRACTION DEVICES | FLASH-BANGS**► **Purpose**

- Light/sound diversionary devices may be considered when its use would potentially reduce the risk of injury during a critical incident
- Except in emergencies (i.e. life threatening situations), light/sound diversionary devices shall not be used without prior authorization of the Tactical Commander or Team Leader

► **Authorized Use Examples**

- Barricaded subject or hostage situation
- High-risk warrants to distract a potentially violent individual

2023 Statistics

Number of Authorized Usages: **24**
 Annual Costs: **\$0**
 Unauthorized Use or Complaints: **0**



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Category 12, continued**DISTRACTION DEVICES | CHEMICAL AGENT AND SMOKE CANISTERS**► **Purpose**

- Chemical agent munitions, commonly referred to as “tear gas”

► **Authorized Use Examples**

- After suspect has been given numerous opportunities to surrender peacefully and Tactical Commander is satisfied that negotiations have been exhausted
- Barricaded subject based on the circumstances

2023 Statistics

Number of Authorized Usages: **52**
 Annual Costs: **\$0**
 Unauthorized Use or Complaints: **0**



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Category 14**40 MM PROJECTILE LAUNCHERS/MUNITIONS**► **Purpose**

- To limit the escalation of conflict by the use of less lethal options in conjunction with de-escalation tactics when feasible

► **Examples of Authorized Use**

- The person is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions
- The person has made credible threats to harm him/herself or others
- There is probable cause to believe that the person has committed a crime of violence and refusing to comply with lawful orders

2023 StatisticsNumber of Authorized Usages: **16**Annual Costs: **\$2,602.36**Unauthorized Use or Complaints: **0**

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LAST YEAR'S PURCHASING REQUESTS**LAST YEAR:**

Drones – Category 1

- (1) DJI Matrice 350 RTK with camera and spotlight
- (5) DJI Matrice 30T with speaker and spotlight
- (2) DJI Mini 3 Combo with propeller guards

Specialized Ammunition of less than .50 caliber – Category 10

- Replenishment of .308 and .338 ammunition

Distraction Devices – Category 12

- Replenishment of flash-bangs and chemical agent/smoke canisters

40MM Launcher – Category 14

- (1) L140-4 Single Launcher

THIS YEAR (2024 ANTICIPATED):

Precision Rifles – Category 10

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RECOMMENDATIONS AND QUESTIONS



Staff recommends approval of a Resolution to:

- (1) Renew Ordinance No. 2657 pertaining to Military Equipment Funding, Acquisition and Use;
- (2) Authorize the direct purchase of precision rifles for a total cost not to exceed \$10,499.11

Questions?

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LC ACTION POLICE SUPPLY
1088 N FIRST STREET
SAN JOSE CA 95112
TEL: 408 294-2677 • FAX 408 294-6444
EMAIL: Stacy@LCAction.com

QUOTATION

Date Mar-22-2024

STATE OF CA SBE CERTIFICATION # 1017260

To: ROBERT MILLER SALINAS POLICE DEPT P# 831-758-7954 EM: ROBERTM@CI.SALINAS.CA.US	Ship To:
--	----------

CUST#	QUOTED BY	EST. DELIVERY	F.O.B.	TERMS	
	Stacy Moore			Net 45	
QTY.	DESCRIPTION			PRICE	TOTAL
4	DANIEL DEFENSE DD5 V3 7.62X51MM RIFLE # 02-157-07258-047			2273.49	9093.96
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Notes:

SUBTOTAL	\$9,093.96
SALES RATE %	9.250%
SALES TAX	841.19
SHIPPING	64.00
TOTAL	\$9,999.15



2023



**SALINAS POLICE
DEPARTMENT**

ASSEMBLY BILL 481

Military Equipment Use by Law Enforcement

ANNUAL REPORT

Interim Police Chief John Murray

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On September 30, 2021, California Governor Gavin Newsom approved Assembly Bill (AB) 481 which requires California law enforcement agencies to adopt a written Military Equipment Use Policy prior to the Mayor and City Council (“governing body”) taking certain actions relating to the funding, acquisition, or use of military equipment, as defined within its jurisdiction if the equipment meets specified standards.

A Summary of Bill 481 is below, in which the Legislature found and declared the following:

- a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and increment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.
- b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.
- c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.
- d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.
- e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

To address these concerns, AB 481 requires every law enforcement agency to do the following:

- Create a military use policy.
- Obtain approval of that policy by each agency's applicable governing body.
- Publish that policy 30 days prior to the above required approval hearing.
- Create an Annual Report of each agency's military equipment use.
- Hold a community engagement meeting within 30 days of submitting/publicly releasing the above Annual Report.

On August 23, 2022, the Salinas City Council approved an ordinance of the City of Salinas adding Article III to Chapter 27 of the Salinas Municipal Code pertaining to Salinas Police Department's Military Equipment Use Policy in compliance with Assembly Bill 481.

ANNUAL REPORT OVERVIEW

A law enforcement agency that receives approval for a Military Equipment Use Policy is required to submit to the governing body an Annual Military Equipment Report for each type of military equipment approved by the governing body within one year of approval and annually thereafter for as long as the military equipment is available for use.

It is also required that the annual report be made publicly available on the department's website, and the department will hold at least one well-publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the Annual Military Equipment Report.

The Annual Report must contain the following information:

1. A summary of how the equipment was used* and the purpose of its use.
2. A summary of any complaints or concerns from members of the public about the military equipment.
3. The results of an internal audit, including any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing expenses; and from what source funds will be provided for the military equipment in the calendar year following submission of the annual report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year**, and the quantity sought for each type of military equipment.

The following Annual Report outlines a summary of the equipment usage guidelines, inventory***, fiscal impact, complaints, and reported community concerns (if any) for calendar year 2023 (January 1, 2023, through December 31, 2023).

**Please note that items used during training are not considered "use."*

***Purchases or replacements of equipment are not always predictable.*

****Inventory reflected in this report include all military equipment in SPD's possession as of December 31, 2023.*

SUMMARY OF MILITARY EQUIPMENT USAGE AND COSTS

Police events and critical incidents are unpredictable and often dynamic. Availability and use of specific equipment is necessary for incident commanders, officers, and specialized units to resolve incidents safely and effectively. It is incumbent upon incident commanders, supervisors, individual officers, and specialized teams to recognize the circumstances wherein equipment should be deployed and to utilize within the confines of department policy and California state law. Each use of military equipment is reviewed to ensure it was used properly and justly, based on the totality of the circumstances, public safety, officer safety, civil rights, state and/or federal law, and information available at the time of use.

Items used by the Salinas Police Department that are considered military equipment under Assembly Bill 481 include, but are not limited to, emergency response equipment such as command vehicles and armored rescue vehicles, precision weapons such as rifles, unmanned aircraft systems, less lethal munitions, and other select items. The continued access to, and use of this equipment is vital in ensuring our officers have the appropriate tools necessary to de-escalate situations, preserve life, ensure safety for all people, and protect civil liberties.

Because the Department's inventory of military equipment listed in AB 481 fluctuates, for this report we are reporting inventory as of Dec. 31, 2023. Reasons for fluctuations can be due to a variety of factors including, but not limited to, operational usage, operational deterioration, training, maintenance, expiration, and replenishment guidelines.

The AB 481 Annual Report includes total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs.

Below is an explanation of the specific annual costs included or excluded within this report:

Acquisition

When inventory indicates multiple items, the most recent per item acquisition cost is listed, inclusive of sales tax and shipping. If purchased as part of a bundle or combo, that cost is reported. If equipment acquired in the past lacks readily available purchasing documentation, the acquisition cost and/or funding source may be reported as unknown. For the purpose of this report, accessories which are not a required component related to the functioning of AB 481 equipment are not included, such as slings, sights, cases, etc.

Personnel

Due to the size of the Salinas Police Department, the department does not have personnel dedicated solely to AB 481 equipment. Training is more general in nature and not limited to only AB 481 items, and staff who maintain this and other equipment do so as an additional assignment. Given these circumstances, it would be difficult if not impossible to accurately capture the personnel costs related to AB 481 equipment.

Training

Expenditures that are specific to AB 481 training equipment, such as training kits for the 40mm less lethal launchers, are reported.

Transportation

Shipping costs will be included as part of the most recent per item acquisition cost.

Maintenance

Items specific to the maintenance or operation of AB 481 equipment are included in this report. Examples would be replacement batteries that are required for proper functioning of UAS (drones) and robots, vehicle maintenance/repair costs, or outside vendor costs necessary to maintain AB 481 equipment.

Storage

There are no additional storage costs because all AB 481 equipment is stored on-site.

Upgrades

Upgrades that impact the functionality of the equipment, such as new barrels, stocks, etc. will be reported.

Other Ongoing Costs

Any annual costs not included in the categories above will be reported.

MILITARY EQUIPMENT CATEGORIES

Assembly Bill 481 created Government Code 7070 which designated 15 categories of items deemed, "military equipment." Full text is at [Bill-Text-AB-481.pdf \(salinaspd.org\)](#).

The Salinas Police Department has equipment that meets the criteria of Military Equipment in nine (9) of the fifteen (15) categories. They include categories 1, 2, 5, 7, 8, 10, 11, 12, and 14 listed in this report.

On the following page, listed is a summary of all fifteen (15) categories, along with the categories of military equipment utilized by the Salinas Police Department or currently included in its inventory.

SUMMARY OF MILITARY EQUIPMENT CATEGORIES

*Category 1:	Unmanned, remotely piloted, powered aerial or ground vehicles
*Category 2:	Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers
Category 3:	High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
Category 4:	Tracked armored vehicles that provide ballistic protection to their occupants
*Category 5:	Command and Control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
Category 6:	Weaponized aircraft, vessels, or vehicles of any kind
*Category 7:	Battering rams, slugs, and breaching apparatuses that are explosive in nature
*Category 8:	Firearms of .50 caliber or greater, excluding standard-issue shotguns
Category 9:	Ammunition of .50 caliber or greater, excluding standard-issue shotgun ammunition
*Category 10:	Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in sections 30510 and 30515 of the penal code.
*Category 11:	Any firearm accessory that is designed to launch explosive projectiles
*Category 12:	“Flash-bang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray
Category 13:	TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices
*Category 14:	The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons
Category 15:	Any other equipment as determined by a governing body or a state agency to require additional oversight

** Indicates a category of military equipment utilized by the Salinas Police Department.*

CATEGORY 1 - Unmanned, Remotely Piloted, Powered Aerial or Ground Vehicles

Equipment Type

Unmanned Aerial System (UAS) or more commonly known as drones.

Definitive Section: [CA Gov't Code Section 7070\(c\)\(1\)](#)

Description and Equipment Capabilities: A UAS is an unmanned, remotely powered aerial system of any type that can sustain direct flight, whether remotely piloted or via pre-programming, and all the attached systems are designed for gathering information via photography, recording, or any other means. Some UAS may be enhanced by Forward Looking Infrared (FLIR) and optical zoom lenses.

Authorized Use | Purpose: The Salinas Police Department uses unmanned aerial support (aka drones) of varying sizes and capabilities for law enforcement operations to preserve and enhance public safety. The UAS can be deployed when an overhead view would assist officers or incident commanders with planning and responding to situations such as:

- Public safety and life preservation missions including – but not limited by – barricaded suspects, hostage situations, active shooters, apprehension of armed and dangerous fleeing suspects, and high-risk search warrants
- Infrastructure damage assessments
- Major traffic collision investigations
- Natural disaster management or disaster response and recovery
- Crime scene photography
- SWAT, tactical or other public safety and life-preservation missions and/or in response to specific requests from local, state or federal agencies
- Mass casualty events
- Search for lost or missing persons or rescue events
- Suspected explosive devices
- Post-incident crime scene preservation and documentation
- Pursuant to a search warrant
- When there is probable cause to believe that the UAS will record images of a place, thing, condition or event, and that those images tend to show a felony has been committed or tends to show that a particular person has committed a felony
- Anytime a UAS would enhance public safety, improve operational safety, incident stabilization or incident mitigation as determined by the authorizing person
- Anti-UAV operations when a person is operating a UAV in a manner which impedes emergency personnel who, in the course of their duties, are coping with an emergency (refer to [Penal Code 402\(a\)\(2\)](#))
- Training missions
- Mutual aid support or training missions in support of Salinas Fire Department when underlying mission meets the uses outlined in policy. Unmanned aerial systems used by

- Salinas Police Department are used in compliance with all federal, state, and local laws
- Special events

Applicable Policies for Authorized Use: It is the policy of the Salinas Police Department to utilize UAS only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law. Applicable department policies include, but are not limited to, 322 Search and Seizure, 332 Missing Persons, 615 Unmanned Aerial System (UAS) Operations, and [FAA Regulation 14 CFR Part 107](#).

Training Requirements: All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation or operate as authorized pilots per FAA-issued waivers. In addition, each operator must attend a 20-hour department training course and ongoing training.

The Department currently possesses the following UAS:

DJI Mavic Mini

Acquisition Cost	\$773.44 <i>Purchased as a combo</i>
Quantity	1
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: DJI

Description: This is a battery powered, remotely operated Unmanned Aerial System (UAS) that can record video and audio with approximately 30 minutes of flight time. The DJI Mavic Mini is designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real- time image back to the operator.

Manufacturer Description: Weighing under 249 grams, DJI Mini offers a 30-minute flight time, 4km HD video transmission, and a 3-axis gimbal with 2.7K camera. It is almost as light as the average smartphone. This makes it exceptionally portable and places it in one of the lowest and safest weight classes of drones.

Capabilities: Fly, hover, broadcast video, record video, photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [Drones - DJI](#)

DJI Mavic Mini 3 – Fly More Combo

Acquisition Cost	\$896.83
Quantity	2
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: DJI

Description: This is a battery powered, remotely operated Unmanned Aerial System (UAS) that can record video and audio with approximately 34 minutes of flight time. The DJI Mavic Mini 3 is designed to be operated within sight of the operator or a spotter. Each aircraft is equipped with a camera capable of relaying a real- time image back to the operator.

Manufacturer Description: Weighing under 249 grams, DJI Mavic Mini 3 offers a 34-minute flight time, HD video transmission, and a 3-axis gimbal 4k HDR video with extended battery life and FocusTrack. It is almost as light as the average smartphone. This makes it exceptionally portable and places it in one of the lowest and safest weight classes of drones.

Capabilities: Fly, hover, broadcast video, record video, photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [DJI Mini 3 Pro - Fly Mini, Create Big - DJI](#)

DJI Mavic 2 Enterprise Dual

Acquisition Cost	\$4,944.87
Quantity	6
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: DJI

Description: The DJI Mavic 2 Enterprise Dual is a battery powered remotely operated UAS able to record video with approximately 30 minutes of flight time.

Manufacturer Description: DJI Mavic 2 Enterprise Dual comes with both a standard RGB sensor and an integrated, FLIR branded radiometric thermal sensor. The Mavic 2 Dual provides commercial drone pilots with the ability to see both standard RGB images and radiometric thermal data. Pilots can measure temperatures and immediately store thermal data. This gives law enforcement the ability to make decisions more quickly and ensures the safety of the public and their property.

The range of data the DJI Mavic 2 Enterprise Dual can capture makes it useful in a wide range of commercial, industrial, and emergency scenarios. The DJI Mavic 2 Enterprise Dual has a color and inferred camera as well as audible speaker and light. Capable of video recording and weighs 899 grams, approximately 30 minutes of flight time. This powered aircraft is designed to be operated within sight of the operator or a spotter.

Capabilities: Fly, Hover, broadcast video, record video, Photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [Mavic 2 Enterprise Series - DJI](#)

DJI M350 RTK with H20T

Acquisition Cost	\$23,365.30 <i>Purchased with camera</i>
Quantity	1
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: DJI

Description: This is a battery powered remotely operated UAS with advanced AI capabilities that can record video with approximately 45-55 minutes of flight time. It can be operated in inclement weather and is equipped with an H20T infrared camera, zoom camera, and light.

Manufacturer Description: The DJI M300 RTK with H20T infrared camera (“H” for Hybrid) has a unique intelligence and integrated design to provide aerial imaging capabilities for a range of drone applications. Its integrated user interface lets the pilot quickly switch between wide, zoom, and thermal camera views, and preview the zoom FOV (Field of View) while in wide or thermal camera view.

The DJI M300 has the following features and capabilities: built-in RTK module which provides more accurate heading data for positioning, 9.3 miles max transmission range, 55 miles tax transmission range, 6 directional sensing and positioning, redesigned primary flight display, IP45 water and dust protection, -4 to 122 degrees Fahrenheit operating temperature, hot-swappable battery, UAV Health Management System.

Capabilities: Fly, Hover, Broadcast video, Record video, Photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [DJI’s New Matrice 350 RTK Redefines the Ultimate Tool for the Commercial Drone Industry](#)

DJI M30T (Matrice 30T)

Acquisition Cost	\$17,446.08 <i>2 Purchased as a combo 3 not combos</i>
Quantity	5
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: DJI

Description: The Matrice 30T or M30 is not a consumer drone, but DJI's new flagship enterprise drone that fits in a backpack. Like many of DJI's other drones, it integrates multiple high-performance sensors into one single camera array and offers much more power, endurance and capability for rugged professional uses than typical consumer drones, while DJI says that its size makes it ideal for easy transportation and fast setup.

Manufacturer Description: The M30 series comes in two versions, the M30 and the M30T. This platform was designed to withstand the harshest of environments and features an Ingress Protection rating of IP55 with an operating temperature -4 to 122 °F (-20 to -50°C). Equipped with a long list of safety features - this package includes a low-light lens for nighttime operations and built-in redundancies and backup systems - including the ability to land with three working motors in the event something goes wrong during flight. The four-antenna OcuSync 3 transmission system and LTE link support backup allows you to retain connection in complex terrains and working conditions. The M30T series comes equipped with all the advanced features of the Matrice 300 in a compact airframe that is slightly larger than a Mavic Enterprise - making it one of the best commercial solutions for professionals across the board. It has 41 minutes of flight time with a maximum speed of 23 m/s.

Capabilities: Fly, Hover, Broadcast video, Record video, Photography, Thermal Imaging

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [Matrice 30 Series - Industrial grade mapping inspection drones - DJI Enterprise](#), [DJI Matrice 30T \(M30T\) Series CP.EN.00000383.01 \(vertigodrones.com\)](#)

Skydio 2

Acquisition Cost	\$2,730.18 <i>Purchased with a kit</i>
Quantity	1
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: Skydio

Description: This is a battery powered remote operated UAS able to record video with approximately 25 minutes of flight time.

Manufacturer Description: The Skydio 2 is a small quadcopter that combines the power AI-powered flight autonomy engine with a compact, lightweight airframe, making it an intelligent, safe and simple drone to operate. The Skydio 2 sets a standard for AI-assisted flight, providing trustworthy obstacle avoidance that lets pilots execute flights they may not try on any other platform. It is equipped with a color camera. Utilizing 45 megapixels of visual data from six 200 degree color cameras, Skydio 2 can see in every direction with unprecedented resolution and clarity.

Skydio's autonomy capabilities allow for better operations, more efficiently. Their trustworthy obstacle avoidance makes it possible to do flights at low-altitude and in complex urban environments that may otherwise not be performed. The ease of flight that Skydio drones provide lets us on-board new pilots faster.

Capabilities: Fly, Hover, Broadcast video, Record video, Photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: <https://www.skydio.com/skydio-2-plus>

EMAX Tinyhawk

Acquisition Cost	\$228.32 <i>Purchased as a bundle</i>
Quantity	1
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: Emax USA

Description: This is a battery powered remote operated UAS able to record video with approximately 5 minutes of flight time. This drone is used for training only.

Manufacturer Description: Integrated into the Tinyhawk is a video transmission system with a first-person-view camera, allowing the pilot to utilize a compatible Virtual Reality google or screen to experience a pilot's view firsthand. The Tinyhawk has been designed for the precise purpose of increasing flight time and performance with durability. Sculptured and sleek, the frame offers a compelling form with an aerodynamic design that keeps flights going for 4-5 minutes with speeds up to 56kph.

Capabilities: Fly, Hover, Broadcast video, Record video, Photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [TinyHawk | Emax USA \(emax-usa.com\)](#)

Brink Lemur

Acquisition Cost	\$13,141.68 <i>Purchased with kit</i>
Quantity	2
Estimated Lifespan	3-5 years
Funding Source	1 General Fund 1 Donated



Manufacturer: Brinc, Inc.

Description: This is a battery powered remote operated UAS that records video with approximately 30 minutes of flight time. Designed to enter dangerous situations to keep people safe. The Lemur can enter structures, and effectively locate people inside homes, skyscrapers, and vehicles. It facilitates two-way communication between first responders and people who need help.

Manufacturer Description: Brinc, Inc. is an American technology company building a new class of drones to keep people safe in dangerous situations. Brinc creates highly-reliable systems with the advanced ability to fly indoors and provide 2-way communication, to protect first responders and citizens.

The Lemur S is equipped with a powerful two-way communication system (similar to a cell phone) that allows for real-time audio communications. There are two (2) highly sensitive onboard microphones that enable the drone to “hear” human voices, footsteps and doors closing up to 100 feet away.

Capabilities: Fly, Hover, Broadcast video, Record video, Photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [LEMUR S Drone - BRINC](#) and [Brinc LEMUR S - Indoor Tactical Drone – RMUS - Unmanned Solutions™ - Drone & Robotics Sales, Training and Support](#)

DJI Mavic Air 2

Acquisition Cost	\$0
Quantity	1
Estimated Lifespan	3-5 Years
Funding Source	Donated



Manufacturer: DJI

Description: This is a battery powered remote operated UAS that records video with approximately 30 minutes of flight time. With a ½ inch CMOS sensor, Mavic Air 2 captures 48MP photos.

Manufacturer Description: Mavic Air 2 is a commercial grade UAS equipped with a 4k capable camera. Multi still photography modes and 27-30 min. max flight time. Smart features include obstacle avoidance, Active Track 4.0, 5 wind resistance. The 3-axis gimbal provides smooth and stable 4K/60fps video, while the high-performance Quad Bayer image sensor gives HDR video quality. The OcuSync 2.0 allows live stream 1080p FHD video from the drone's camera directly to your device with a range of up to 6.2mi / 10 km.

Capabilities: Fly, Hover, Broadcast video, Record video, Photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [Mavic Air 2 - DJI](#)

Autel EVO II Dual R Enterprise

Acquisition Cost	\$14,155.52 <i>Purchased as a bundle</i>
Quantity	1
Estimated Lifespan	3-5 Years
Funding Source	General Fund



Manufacturer: Autel

Description: EVO II RTK Series integrates an entirely new RTK module, which provides real-time centimeter-level positioning data and supports Post-Processing Kinematic (PPK). The aircraft can record the original satellite observation data, camera exposure parameters, and various other data. The positioning system supports an A-RTK base station and RTK network, which help provide stable, accurate data acquisition in complex operations.

Manufacturer Description: The EVO II Enterprise boasts a maximum flight time of 42 minutes and allows for the installation of add-on modules onto the hood of the aircraft. These add-on modules include the speaker, spotlight, and beacon, there is also an RTK add-on module for separate purchase. The EVO II 640T Enterprise comes with the Autel Smart Controller, three flight batteries, battery charging hub, car charger and wheeled carrying case (see "In the Box" for full kit contents).

The EVO II Enterprise is a slightly different airframe from the regular EVO II models. The Enterprise model features carbon fiber arms, larger motors and larger propellers. These three characteristics yield an additional 5-7 minutes of flight time for the Enterprise model.

Capabilities: Fly, Hover, Broadcast video, Record video, Photography

Purpose: Provide Aerial Support for L.E. operations

Description and Photo Source: [Autel EVO II Dual 640T RTK \[Rugged Bundle\] – Autelevodrone](#) and [Autel EVO II Dual R \(FLIR Thermal\) Enterprise Bundle | Advexure](#)

2023 Statistics on all UAS

Number of Authorized Usages in 2023: 312

Authorized Usages:

- Collection of evidence in the form of aerial photography/video in support of an investigation (i.e., shooting scenes, homicide scenes)
- Support of SWAT and Patrol during high-risk, tactical or other public safety life-preservation missions (i.e., interior visual assessments of structures or outdoor areas to gain intelligence prior to officers entering a dwelling or contacting a potentially armed, or resistive subject that may be hiding)
- Delivery of items (i.e., HNT phone) during critical incidents to engage in de-escalation and/or crisis intervention techniques to resolve incidents peacefully
- Conducted aerial searches for missing persons
- Assisted Union Pacific Railroad with encampments that were trespassing on railroad property
- Provided aerial observation to assist in managing natural disasters (i.e., fires, floods, storms)

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

2023 Annual Costs: \$7,718.22

CATEGORY 1, continued - Unmanned, Remotely Piloted, Powered Aerial or Ground Vehicles

Equipment Type

Unmanned Remotely Powered Ground Vehicles (**Robots**)

Definitive Section: [CA Gov't Code Section 7070\(c\)\(1\)](#)

Description and Equipment Capabilities: A machine that is capable of being controlled remotely and can be deployed in lieu of a human to gather visual and auditory intelligence, as well as conduct limited physical manipulation of items. Unmanned tracked robots of any type may be equipped with attached systems designed for gathering information through imaging, recording or by any other means.

Authorized Use | Purpose: Robots are to be used during critical incidents by SWAT members to remotely gain visual/audio information, deliver hostage negotiations phone, open doors, locate barricaded subjects, clear buildings/houses, and increase safety for officers and the community during critical incidents.

Applicable Policies for Authorized Use: It is the policy of the Salinas Police Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law. Use is authorized by the Incident or Tactical commander. Applicable department policies include but are not limited to SPD 322 Search and Seizure 408 SWAT/HNT.

Training Requirements: Only assigned operators who have completed the in-house required training and regular practical training on the capabilities and operation of robots shall be permitted to operate the robots. Training topics include nomenclature, operation techniques, and practical exercises.

The Department currently possesses the following Robots:

Robotex Avatar Tactical Robot

Acquisition Cost	\$30,000
Quantity	1
Estimated Lifespan	10-15 Years
Funding Source	UASI Grant



Manufacturer: Robotex

Description: This tactical robot is battery powered, remote operated, heavy-duty tactical robot, with one fixed camera to the front and moveable dome camera on top with a two-way radio.

Manufacturer Description: The Avatar Tactical Robot enables law enforcement to remotely inspect dangerous situations and gather video and audio intelligence, including direct-to-unit video and audio recording, a touchscreen display, increased durability, and secure Wi-Fi networking. With these capabilities, officers are better equipped to remotely gather intelligence and keep themselves and their teams safe from harm.

Capabilities: Tactical scouting, obtain instantaneous video and audio reconnaissance with indoor or outdoor environments. The Avator Robot is regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.

Purpose: Indoor tactical scouting. Allows officers to view and inspect dangerous locations from a position of safety and communicate with any people it encounters and enhance the safety of officers and the community.

Description and Photo Source: [Robotex Avatar Tactical Robot — Acorn Product Development \(acornpd.com\)](https://acornpd.com/robotex-avatar-tactical-robot/)

Recon Robotics Scout XT

Acquisition Cost	\$30,000
Quantity	1
Estimated Lifespan	8-10 Years
Funding Source	General Fund



Manufacturer: Recon Robotics

Description: The Recon Scout XT is just eight inches long and weighs just 1.3 lbs., making it extremely easy to carry and throw. Moreover, deploying the Recon Scout XT takes just 5 seconds, and using it requires no special training. Simply pull the activation pin and throw the device through a doorway or over a wall or drop it down a vertical shaft using a tether. Using a single joystick on the operator control unit (OCU), a tactical team leader or warfighter can then direct the device to move through the environment and send back real-time video.

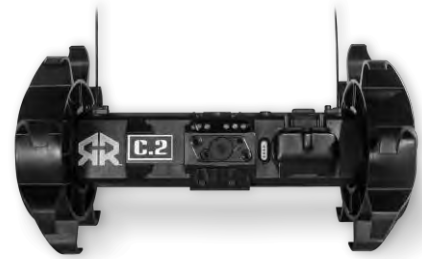
Capabilities: The Recon Scout® XT throwable reconnaissance robot that allows police tactical teams to conduct immediate visual reconnaissance of challenging indoor environments and rugged outdoor landscapes of dirt, sand and rocks. Equipped with large motors, powerful drive trains and aggressive wheels, the throwable Recon Scout XT can be directed to quietly move through a building, bunker or cave and transmit real-time video back to the handheld operator control units.

Purpose: In police tactical operations the Recon Scout XT can provide real-time reconnaissance during operations involving high-risk warrants, barricaded suspects and hostage rescues. It allows officers to view and inspect dangerous locations from a position of safety and communicate with any people it encounters and to enhance the safety of officers and the community.

Description and Photo Source: [ReconRobotics Introduces Recon Scout XT Reconnaissance Robot - ReconRobotics](#)

Recon Robotics Throwbot 2

Acquisition Cost	\$13,145
Quantity	1
Estimated Lifespan	8-10 Years
Funding Source	General Fund



Manufacturer: Recon Robotics

Description: The Throwbot 2 is a throwable micro-robot system developed by Recon Robotics, a leading producer of tactical micro-robot and personal sensor systems. Once deployed, the robot can be directed to move through a structure and transmit real-time video and audio to the OCU II. These reconnaissance features can locate and identify subjects, confirm presence of hostages, and reveal the room layout.

Manufacturer Description: The Throwbot® 2 (TB2) robot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments. Designed to withstand repeated drops of up to 30 feet (9 m) onto concrete, the Throwbot® 2 robot can be thrown into hazardous situations in order to allow operators to quickly make informed decisions when seconds count. This micro-robot is designed to be able to crawl over a variety of terrain, clearing obstacles up to 2" (5 cm) tall. Conversion kits are available which can increase the ability of the Throwbot® 2 robot to cross obstacles up to 4" (10 cm) tall or to carry and tow a combined 4 lbs. (1.8 kg) of payloads using integrated mount points or a Picatinny Rail accessory.

Capabilities: The robot is used for recording and transmitting video and audio in indoor and outdoor environments. It can locate objects whether they are armed or injured and reveal a room's layout. The football-sized device helps the base security to evaluate the situation, take informed decisions and perform tasks without causing damage to lives or property.

Purpose: Allows officers to view and inspect dangerous locations from a position of safety and communicate with any people it encounters and to enhance the safety of officers and the community.

Description and Photo Source: [The Throwbot® 2 \(TB2\) \(reconrobotics.com\)](https://reconrobotics.com)

Transcend Robotics Vantage Robot

Acquisition Cost	\$0 <i>\$25,500 value at time of donation</i>
Quantity	1
Estimated Lifespan	8-10 Years
Funding Source	Donated



Manufacturer: Transcend Robotics

Description: This is a battery powered, remote operated, heavy duty tactical robot with an adjustable color camera with thermal and night vision capabilities and two-way radio. It allows officers to view and inspect dangerous locations from a position of safety and communicate with any people it encounters and enhance the safety of officers and the community.

Manufacturer Description: The Vantage Robot automatically climbs stairs and obstacles up to 12 inches with the push of a joystick. It maneuvers easily, has 3-hour continuous runtime, carries up to 200 lbs. and hauls an additional 200 lbs., and is equipped with a sensitive robot microphone that can listen from up to 20 feet away.

Capabilities: Detect, reduce, and clear threats in complex terrain such as dense urban areas, and confined spaces. Has a microphone and loudspeaker to communicate through robot and is simple to operate designed for rapid tactical missions. It can be used to search rooms, hallways, stairwells, and confined spaces.

Purpose: Allows officers to view and inspect dangerous locations from a position of safety and communicate with any people it encounters. It is also used to deliver items such as an HNT phone during critical incidents to engage in de-escalation techniques to resolve situations peacefully.

Description and Photo Source: [Vantage Robot \(transcendrobotics.com\)](https://transcendrobotics.com).

2023 Statistics on all Robots

Number of Authorized Usages in 2023: 3

Authorized usages included:

- Support of SWAT and Patrol during high-risk, tactical or other public safety life-preservation missions (i.e., interior visual assessments of structures or outdoor areas to gain intelligence prior to officers entering a dwelling or contacting a potentially armed, or resistive subject that may be hiding) including:
- Providing interior visual assessments of structures or outdoor areas to gain intelligence prior to officers entering a dwelling or contacting a potentially armed, or resistive subject that may be hiding)
- Delivery of items (i.e., HNT phone) during critical incidents to engage in de-escalation and/or crisis intervention techniques in attempt to resolve incidents peacefully.

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: There were no 2023 costs associated with Category 1 robot equipment.

CATEGORY 2 – Mine Resistant Ambush Protected (MRAP) Vehicles

Equipment Type: MRAP Vehicles

Definitive Section: [CA Gov't Code Section 7070\(c\)\(2\)](#)

Description: Commercially produced 4-wheel drive vehicles designed for law enforcement to be used in response to critical incidents to enhance officer and community safety by providing ballistic protection, vehicle-based rescue operations, and use in rough terrain which can limit equipment availability.

Estimated Lifespan: 25 years.

Description and Equipment Capabilities: MRAPS are primarily used by the Special Weapons and Tactics Team (SWAT) to safely transport personnel to and from critical incidents, extract citizens from volatile situations, high-risk rescue operations or support rescues during disasters. Additionally, the vehicle is utilized for community engagement efforts and other applications deemed appropriate.

Authorized Use | Purpose: The use of armored vehicles shall only be authorized by a Watch Commander or SWAT Commander based on circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with department Policy and training. The Department shall utilize armored vehicles for official law enforcement purposes and pursuant to State and Federal Law. Occasionally, MRAPs may also be used during some community engagement events to offer transparency and allow the community to garner a better understanding of what equipment we have and how it is used.

Applicable Policies for Authorized Use: The Department shall utilize armored vehicles only for official law enforcement purposes and pursuant to State and Federal Law. Applicable department policies include but are not limited to 408 SWAT / HNT and 706 Vehicle Use.

Training Requirements: All drivers/operators are licensed by The Department of Motor Vehicles with Class B airbrake endorsement. They attend formalized instruction on these vehicles' operation and receive practical driving instruction in preparation for the license examination.

The Department currently possesses the following Armored Vehicles:

International MaxxPro Mine-Resistant Ambush-Protected (MRAP) – Rescue 1

Acquisition Cost	\$4,150 <i>Lights and Decals</i>
Quantity	1
Estimated Lifespan	25 Years
Funding Source	United States Government's 1033 Program (MRAP) and Office of Emergency Services



Manufacturer: International

Description: This vehicle is an armored vehicle that seats up to 10 personnel with an open floorplan that allows for vehicle-based rescue operations. It can stop various projectiles, which provides greater safety to residents and officers beyond the protection level of handheld shields and personal body armor. This is the largest armored vehicle currently in the Department's possession.

Manufacturer Description: The MaxxPro MRAP is designed to provide ballistic protection during tactical events (designed to withstand multiple bullet strikes from small arms fire as well as low level explosions). Common uses for the MRAP include citizen and officer rescues, evacuations, and the deployment of officers.

Capabilities: The International MaxxPro MRAP is a large mobile armored vehicle used to conduct rescues, transport personnel and equipment, and provide security to the public and officers during critical incidents.

Purpose: Local and regional asset. Provides armored vehicle response to critical incidents and rescue missions. Supports SWAT and Patrol during critical incidents or pre-planned search warrant service by providing greater safety to community members and officers beyond the protection level of a shield and/or personal body armor. Additionally, it may be used during some community engagement events to offer transparency and allow the community to garner a better understanding of what equipment we have and how it is used.

Oshkosh MRAP M-ATV - Rescue 2

Acquisition Cost	\$7,000 <i>Transportation Costs</i>
Quantity	1
Estimated Lifespan	25 Years
Funding Source	United States Government's 1033 Program (MRAP) and Office of Emergency Services Transportation Cost from General Fund



Manufacturer: Oshkosh Corporation

Description: This vehicle is an armored vehicle that seats up to 4 personnel with a robust suspension, which allows for an emergency response to almost any situation. The Oshkosh MRAP can stop various projectiles, which provides great safety to residents and officers beyond the protection level of handheld shields and personal body armor.

Manufacturer Description: The Oshkosh M-ATV is a mine-resistant ambush protected (MRAP) vehicle developed by the Oshkosh Corporation for the MRAP All-Terrain Vehicle (M-ATV) program. It is designed to provide the same levels of protection as larger and heavier MRAPs, but with improved mobility. It is considered a light utility vehicle (LUV) that is smaller than the MaxxPro and looks more like a four-wheel drive oversized jeep. Its short body overhangs for nimble all-terrain mobility.

Capabilities: This MRAP is a mobile armored vehicle used to conduct rescues, transport personnel and equipment, and provide security to the public and officers during critical incidents.

Purpose: Local and regional asset. Provides armored vehicle response to critical incidents and rescue missions. Supports SWAT and Patrol during critical incidents or pre-planned search warrant service by providing greater safety to community members and officers beyond the protection level of a shield and/or personal body armor. Additionally, it may be used during some community engagement events to offer transparency and allow the community to garner a better understanding of what equipment we have and how it is used.

2023 Statistics MRAPS

Number of Authorized Usages in 2023: 28

Authorized Usages Included:

- Support of SWAT and Patrol during critical incidents and pre-planned search warrant service to provide greater safety to community members and officers beyond the protection level of a shield and/or personal body armor
- Community engagement events which offer transparency and allow the community to garner a better understanding of what equipment we have and how it is used
- Assisted California Highway Patrol with a critical incident on the highway
- Used to assist in managing natural disasters (i.e., floods, storms, etc.).

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There was one reported complaint regarding use of the MRAP at community events.

Annual Costs: General Funds totaling \$2,079.10 were utilized for 2023 costs associated with Category 2 MRAP vehicles.



CATEGORY 5 – Command and Control Vehicles

Equipment Type: Mobile Command Vehicle (MCV)

Definitive Section: [CA Gov't Code Section 7070\(c\)\(5\)](#)

Description and Equipment Capabilities: The Salinas Police Department currently has two vehicles that qualify within this category, including command and control vehicles that are “either built or modified to facilitate the operational control and direction of public safety units.”

Both command vehicles have been custom-built to support and control law enforcement activities. More information on capabilities, use and purpose may be found in the following two pages. Used as a mobile base of operation, this vehicle contains specialized command, control, and communications equipment that can be used during critical incidents, large events, natural disasters, and community events.

Authorized Use | Purpose: Mobile Command Vehicles (MCV) serve as a field command post and communications hub during different types of incidents. In particular, the Ford F-550 mobile command vehicle is designated for use by the Internet Crimes Against Children (ICAC) task force. Either mobile command vehicle may be used during emergencies or natural disasters, community events and training, or to support major prolonged incidents where a command post is beneficial.

Applicable Policies for Authorized Use: Use of the International 4300 MCV may be authorized by the Watch Commander or an Incident Commander during pre-planned events or other times a command post may be beneficial to further a legitimate law enforcement purpose. Applicable department policies include but are not limited to 322 Search and Seizure and 706 Vehicle Use.

Use of the ICAC vehicle may be authorized by an Investigations Unit supervisor when its capabilities may be useful to further a legitimate law enforcement purpose. Applicable department policies include but are not limited to 322 Search and Seizure and 706 Vehicle Use.

Training Requirements: Operation of the International 4300 requires a standard driver's license. Users are required to participate in a two-hour department approved familiarization and practical driving training.

Operation of the F-550 ICAC vehicle requires a standard driver's license. There is no special training required to operate this vehicle. There is a familiarization session with ICAC investigators regarding functionality.



The Department currently possesses the following Mobile Command Vehicles:

International 4300 by SVI Trucks

Acquisition Cost	unknown
Quantity	1
Estimated Lifespan	20+ years
Funding Source	Urban Area Safety Initiative (UASI) Grant



Manufacturer: International by SVI Trucks

Manufacturer Description: The International 4300 by SVI Trucks is a custom-built Mobile Command Vehicle equipped with mobile computer terminals, a police radio, desks, and a kitchen area with sink, refrigerator, microwave, and a restroom. It has an adjustable color camera with zoom capabilities.

Capabilities: This vehicle can be used to manage/facilitate pre-planned or significant events which require on-site planning and incident command personnel. As a mobile base of operation, this vehicle contains specialized command, control, and communications equipment that can be used during critical incidents, large events, natural disasters, and community events.

Purpose: Regional asset. Provides command vehicle response to critical incidents. This vehicle is used during special events and major prolonged incidents where a command post is beneficial to support and control law enforcement activities.

Internet Crimes Against Children (ICAC) Ford F-550

Acquisition Cost	\$195,722
Quantity	1
Estimated Lifespan	25 Years (Chassis) 6 Years (IT Systems)
Funding Source	ICAC Grant



Manufacturer: Ford by LDV Inc.

Manufacturer Description: This is a custom-built van (Ford F-550) designated for use by the Internet Crimes Against Children (ICAC) task force. The vehicle is equipped to run computer forensic examination equipment and contains an interview room which can be audio and video recorded.

Capabilities: Provides command vehicle response to critical incidents. As a mobile base of operation, this vehicle contains specialized command, control, and communications equipment that can be used during critical incidents, large events, natural disasters, and community events.

Purpose: This vehicle is used as part of a county-wide task force to aid in the response to technology-facilitated child sexual exploitation and internet crimes against children (ICAC). This vehicle is equipped to run computer forensic examination equipment and contains an interview room which can be audio and video recorded.

2023 Statistics on Mobile Command Vehicles

International 4300 (MCV):

Number of Authorized Usages in 2023: 3

Authorized Usages Included:

- Utilized as command post for critical incidents during complex events
- Natural disasters (i.e., mutual aid for large scale fires or flooding)
- Other large-scale events to provide high visibility and public safety (California Rodeo, National Night Out)

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: General Funds totaling \$1,370.52 were utilized for 2023 costs associated with the Category 5 International 4300 (MCV) vehicle.

ICAC Vehicle:

Number of Authorized Usages in 2023: 3

Authorized Usages Included:

- Utilized to interview victims/witnesses of crimes
- Utilized as a command post for sexual assault investigations
- Other large-scale events to provide high visibility and public safety

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: General Funds totaling \$735.70 were utilized for 2023 costs associated with the Category 5 ICAC vehicle.



CATEGORY 7 - Battering Rams, Slugs, and Breaching Apparatuses that are explosive in nature

Equipment Type: Breaching Ammunition

Definitive Section: [CA Gov't Code Section 7070\(c\)\(7\)](#)

Description and Equipment Capabilities: The Salinas Police Department possesses a limited inventory of Breaching Shotguns and Breaching Shotgun Ammunition. Specialized Breaching Rounds are frangible and are designed to break into a powder form upon impact with a solid object (i.e., dead bolt lock, door frame, etc.). Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects.

Authorized Use | Purpose: To quickly defeat locked doors in situations where delay would be dangerous to officers or occupants, such as an active shooter situation. During crisis situations, it may become necessary for a SWAT or a specialty team (such as VSTF) to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission.

Applicable Policies for Authorized Use: Breaching shotguns are only available to SWAT and specialty units such as the VSTF and even then, only to trained officers. Except for emergency situations, use of this firearm and/or ammunition is authorized by the Incident Commander or SWAT Commander. Applicable department policies include but are not limited to 300 Use of Force and 312 Firearms.

Training Requirements: A shotgun breaching firearms training course is required before officers can use this breaching ammunition and utilize breaching ammunition. It may be used only when authorized by an Incident Commander or the SWAT Team Commander or during authorized training.



The Department currently possesses the following Breaching Ammunition:

Defense Technology T.K.O. Frangible Breaching Round

Acquisition Cost	\$51.44 per box of 5
Quantity	5 rounds
Estimated Lifespan	5-8 years
Funding Source	General Fund



Manufacturer: Defense Technology

Description: This is a 12-gauge frangible breaching round designed to defeat door hinges and locking mechanisms to be used with a special attachment to the barrel. Frangible rounds disintegrate upon impact making penetration through a barrier less likely.

Manufacturer Description: The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant.

Capabilities: This is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO is capable of defeating door lock mechanisms, doorknobs, hinges, dead bolts, safety chains, and pad locks on both wooden and hollow core doors. Upon impact with the target, the zinc slug disintegrates into a fine powder eliminating fragmentation/making penetration through a barrier less likely.

Purpose: Used to defeat locks, deadbolts, and hinges. Utilized in high-risk incidents to expeditiously gain access to a fortified location and/or rapidly open barricaded doors during critical incidents.

Description and photo source: <https://www.defense-technology.com/product/tko-12-gauge-breaching-round/>

Royal Arms Breaching Rounds

Manufacturer: Royal Arms

Description Photos: All photos are included in the table on the next page.

Description: Designed to defeat door hinges and locking mechanisms, frangible rounds disintegrate upon impact making penetration through a barrier less likely.








Manufacturer Description: A breaching round is specially made for door breaching. It is typically fired at a range of 6 inches (15 cm) or less, aimed at the hinges or the area between the doorknob and lock and doorjamb, and is designed to destroy the object it hits and then disperse into a relatively harmless powder.

Capabilities: Frangible slugs defeat doors effectively breaching hinges or door locks for quick entry during tactical operations. The powdered steel-based product breaks up on impact, meaning a slug or other projectile does not penetrate the door. This limits the possibility of collateral damage on the other side.

Purpose: Used to defeat locks, deadbolts, and hinges. Utilized in high-risk incidents to expeditiously gain access to a fortified location and/or rapidly open barricaded doors during critical incidents. Breaching rounds from Royal Arms listed below various grains.

Description and photo source: [Breaching Ammo Archives | RoyalArms.com](#)

Note: Because the Royal Arms Frangible Breaching Rounds are very similar and used only for breaching, we have listed the general Description, Capabilities and Purpose on the previous page to avoid repetitive text.

Manufacturer		Type	Photo	Qty	Acquisition Cost
Royal Arms	Frangible Breaching round	MB-70 Soft White Cap		10	\$32.50 per box of 5
Royal Arms	Frangible Breaching round	Tesar #5 Blue Cap - 500 GR		10	\$35 per box of 5
Royal Arms	Frangible Breaching round	Tesar #2 Black Cap - 425 GR		25	\$40 per box of 5
Royal Arms	Frangible Breaching round	HP-Cutter, Purple Cap- 450 GR		5	\$45 per box of 5
Royal Arms	Frangible Breaching round	Tesar #4, Yellow Cap - 750 GR		5	\$45 per box of 5
Royal Arms	Frangible Breaching round	Tescr #3 Green Cap - 375 GR		25	\$32.50 per box of 5
Royal Arms	Frangible Breaching round	Tesar #1 Orange Cap - 275 GR		30	\$40 per box of 5
TOTAL				110	

Estimated Life Span: 5-8 years

Funding Source: General Fund

2023 Statistics on Breaching Rounds

Number of Authorized Usages in 2023: 0

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: There were no 2023 costs associated with Category 7 breaching ammunition.

CATEGORY 8 - Firearms of .50 caliber or greater

Equipment Type: Breaching Shotguns

Definitive Section: [CA Gov't Code Section 7070\(c\)\(8\)](#)

Description and Equipment Capabilities: The Salinas Police Department possesses a limited inventory of Breaching Shotguns and Breaching Shotgun Ammunition. Specialized Breaching Rounds are frangible and are designed to break into a powder form upon impact with a solid object (i.e., dead bolt lock, door frame, etc.). Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects.

Authorized Use | Purpose: To quickly defeat locked doors in situations where delay would be dangerous to officers or occupants, such as an active shooter situation. During crisis situations, it may become necessary for a SWAT or a specialty team (such as VSTF) to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission.

Applicable Policies for Authorized Use: Breaching shotguns are only available to SWAT and specialty units such as the VSTF and even then, only to trained officers. Except for emergency situations, use of this firearm and/or ammunition is authorized by the Incident Commander or SWAT Commander. Applicable department policies include but are not limited to 300 Use of Force and 312 Firearms.

Training Requirements: A shotgun breaching firearms training course is required before officers can use this firearm and utilize breaching ammunition. It may be used only when authorized by an Incident Commander or the SWAT Team Commander or during authorized training.



The Department currently possesses the following Breaching Shotguns:

Remington Arms 870 Breaching Shotgun

Acquisition Cost	\$1,085.40
Quantity	3
Estimated Lifespan	15 years or more – lifespan varies on operational usage and wear
Funding Source	General Fund



Manufacturer: Remington

Description: The Remington 870 breaching shotgun with a breaching standoff device affixed to the end of the barrel.

Manufacturer Description: The Remington 870 Police Magnum pump-action shotgun is a 12-gauge with a short, tactical barrel backed by a stout chamber. The all-matte black gun is Parkerized for generalized durability and rust-resistance.

Capabilities: In some instances, a breach initiated by a breaching shotgun loaded with specialized breaching rounds may be required to provide an added degree of safety and tactical advantage to accomplish a mission by quickly defeating locked, such as an active shooter situation.

Purpose: Utilized in high-risk incidents to expeditiously gain access to a fortified location and/or to rapidly open barricaded doors during critical incidents.

Description and Photo Source: [Model 870 | Remington \(remarms.com\)](#)

Remington Arms 870P MCS

Acquisition Cost	\$1,451.28
Quantity	1
Estimated Lifespan	15 years or more – lifespan varies on operational usage and wear
Funding Source	General Fund



Manufacturer: Remington

Description: The Remington 870 breaching shotgun with a breaching standoff device affixed to the end of the barrel.

Manufacturer Description: Remington LE 870P MCS Police Breacher system registered as a Short-Barreled Shotgun. This Breacher 12-gauge SBS comes with a 11.5" barrel, which is ported with standoff rebar grooves, lipped fore-end, button sling attachment, retention holster for duty belt, MCS style receiver with Picatinny rail mount, soft case for storage and Knoxx Stock. Also included are two seven shell side saddles and one single point sling. This short 12g holds 3+1 magnum or standard shells. The stand-off muzzle brake is removable.

Capabilities: In some instances, a breach initiated by a breaching shotgun loaded with specialized breaching rounds may be required to provide an added degree of safety and tactical advantage to accomplish a mission by quickly defeating locked, such as an active shooter situation.

Purpose: Utilized in high-risk incidents to expeditiously gain access to a fortified location and/or to rapidly open barricaded doors during critical incidents.

Description and Photo Source: [Remington 870P Police Breacher System](#)

2023 Statistics on Breaching Shotguns >.50 caliber

Number of Authorized Usages in 2023: 0

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: There were no 2023 costs associated with Category 8 breaching shotguns.

CATEGORY 10 - Specialized Firearms and Ammunition of less than .50 caliber, including assault weapons as defined in sections 30510 and 30515 of the CA Penal Code

Equipment Type: Specialized Firearms and Ammunition used by qualified trained officers.

Definitive Section: [CA Gov't Code Section 7070\(c\)\(10\)](#)

Description and Equipment Capabilities: The Salinas Police Department equips its officers with firearms to address the risks posed to the public and department members by violent and sometimes well-armed persons. These firearms are to be used as precision weapons to address a threat with more precision and/or at greater distances than a handgun.

Authorized Use | Purpose: The use of deadly force is justified only when the officer reasonably believes it is necessary in the following circumstances (Penal Code 835a):

- An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or serious bodily injury to the officer or another person.
- An officer may use deadly force to apprehend a fleeing person for any felony that threatened or resulted in death or serious bodily injury, if the officer reasonably believes that the person will cause serious bodily injury to another person unless apprehended.

Applicable Policies for Authorized Use: It is the policy of SPD to utilize firearms only for official law enforcement purposes, applicable department policies, and pursuant to state and federal laws. Applicable department policies include but are not limited to 300 Use of Force and 312 Firearms.

Training Requirements: Use of these firearms by personnel is authorized as long as the user has completed approved training and has maintained qualification requirements:

- Prior to using an AR-15 style firearm on duty, officers must attend a POST rifle school
- SWAT officers are required to attend a POST approved SWAT school that includes range training
- SWAT officers and snipers train with their firearms monthly
- Officers must attend a submachine gun school prior to using a submachine gun on duty



The Department currently possesses the following Rifles and Ammunition:

Note: Because the firearms in Category 10 are very similar, we have listed the general Description, Capabilities and Purpose on the first page of this section to avoid repetitive text.

Colt Tactical M16-A1

Acquisition Cost	Owned by U.S. government
Quantity	30
Estimated Lifespan	At the end of their lifespan (these are not issued, maintained, or used)
Funding Source	\$0 – Federal Government



Manufacturer: Colt

Manufacturer Description: This is a military rifle modified by the Salinas Police Department range staff to only shoot semi-automatic. Its appearance would be recognizable to the public as an AR-15. Originally obtained to be used as patrol rifles, they have not been issued to officers or used in any way for several years. The rifles belong to the U.S. government and SPD intends to return them to the Defense Logistics Agency.

Daniel Defense MK18

Acquisition Cost	\$1,528.08
Quantity	24
Estimated Lifespan	15 years
Funding Source	General Fund



Manufacturer: Daniel Defense

Manufacturer Description: This is a rifle that in appearance would be recognizable to the public as an AR-15. This rifle is chambered in 5.56 and only issued to qualified SWAT members. It has a shorter barrel than a standard issue patrol rifle making it easier to maneuver and control inside structures with greater accuracy than a handgun.

Daniel Defense DDM4 V7S

Acquisition Cost	\$1,493.45
Quantity	6
Estimated Lifespan	20+ years
Funding Source	General Fund



Manufacturer: Daniel Defense

Manufacturer Description: The DDM4 V7S AR15 style firearm features the MFR 10.0 M-LOK rail and is built around a free-floating, Cold Hammer Forged 11.5 inch barrel. The V7S delivers optimal maneuverability, reliability, accuracy, and terminal ballistics using a wide variety of ammunition. Its carbine length gas system provides smooth and reliable cycling under harsh conditions and reduces perceived recoil. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7S has plenty of room for sights, optics, and accessories the user may require. Pairing an 11.5 inch barrel and the MFR Rail also ensures compatibility with a wide variety of muzzle devices and sound suppressors. The independently ambidextrous GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Heckler and Koch Model MP5A3

Acquisition Cost	\$1,380
Quantity	3
Estimated Lifespan	20+ years
Funding Source	General Fund



Manufacturer: Heckler and Koch

Manufacturer Description: This is a sub-machinegun chambered in 9mm. A short barrel firearm which allows a trained officer better control inside of a structure with greater accuracy than a handgun. The officer that uses this firearm is typically a properly trained SWAT member or former SWAT member.

Heckler and Koch Model MP5KN

Acquisition Cost	\$2,759.66
Quantity	1
Estimated Lifespan	20+ years
Funding Source	General Fund



Manufacturer: Heckler and Koch

Manufacturer Description: This is a Heckler & Koch MP5KN PDW Submachine Gun with folding stock, 3-position 01D trigger group (Safe, Semi-automatic, Full Automatic) and threaded barrel with one 30-round magazine & sling.

A short barrel firearm which allows a trained officer better control inside of a structure with greater accuracy than a handgun. The officer that uses this firearm is typically a properly trained SWAT member or former SWAT member.

Sig Sauer MPX

Acquisition Cost	\$1,850
Quantity	2
Estimated Lifespan	20 years
Funding Source	General Fund



Manufacturer: SIG Sauer

Manufacturer Description: This is a sub-machinegun chambered in 9mm. A short barrel firearm which allows a trained officer better control inside of a structure with greater accuracy than a handgun. The officer that uses this firearm is typically a properly trained SWAT member or former SWAT member.

AERO Precision LLC AR-10

Acquisition Cost	unknown
Quantity	1
Estimated Lifespan	20 years
Funding Source	unknown



Manufacturer: AERO

Manufacturer Description: This is a semi-automatic rifle chambered in .308 used by SWAT snipers in high-risk situations. Its appearance is that of an AR-15 but has the capability to reach farther distances with greater accuracy due to the ammunition it fires.

Daniel Defense DD5 AR-10

Acquisition Cost	unknown
Quantity	1
Estimated Lifespan	20 years
Funding Source	unknown



Manufacturer: Daniel Defense

Manufacturer Description: This is a semi-automatic rifle chambered in .308 used by SWAT snipers in high-risk situations. Its appearance is that of an AR-15 but has the capability to reach farther distances with greater accuracy due to the ammunition it fires.

Remington 700 (.338)

Acquisition Cost	unknown
Quantity	1
Estimated Lifespan	20 years
Funding Source	unknown



Manufacturer: Remington

Manufacturer Description: This is a bolt action long-range rifle chambered in .338 issued to SWAT sniper teams for high-risk situations. It is designed for precision shot placement. This rifle is more accurate at greater distances than an AR-15 style rifle.

Remington Arms 700 (.308)

Acquisition Cost	\$900
Quantity	4
Estimated Lifespan	20 years
Funding Source	General Fund

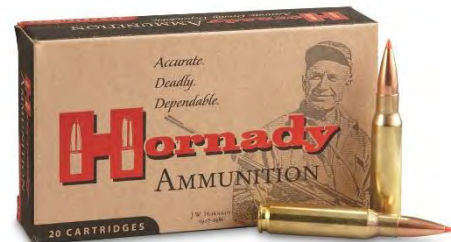


Manufacturer: Remington

Manufacturer Description: This is a semi-automatic rifle chambered in .308 and is used by SWAT snipers in high-risk situations. Its appearance is that of an AR-15 but has the capability to reach farther distances with greater accuracy due to the ammunition it fires.

Hornady .308 168 GR Rifle Ammunition, < .50 caliber

Acquisition Cost	\$27.64 per box of 20
Quantity	3,200
Estimated Lifespan	5-8 years
Funding Source	General Fund

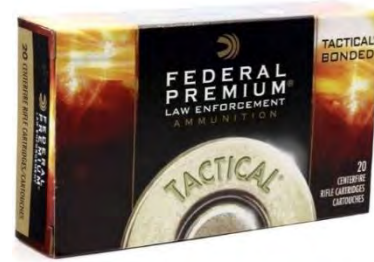


Manufacturer: Hornady

Manufacturer Description: Hornady .308 Grain 168 Rifle Ammunition features extremely tight tolerances and strict quality control for lot-to-lot consistency. Cases are carefully selected based on wall thickness uniformity, internal capacity, case weight and consistent wall concentricity, while the powder is matched carefully to each specific load for optimal pressure, velocity, and consistent accuracy.

Federal .308 165 Grain Bonded SP Round, < .50 caliber

Acquisition Cost	\$49.99 per box of 20
Quantity	1,210
Estimated Lifespan	5-8 years
Funding Source	General Fund



Manufacturer: Federal Premium

Manufacturer Description: 308 Winchester by Federal Law Enforcement features a 165 grain bonded jacketed soft point bullet. This is new production non-corrosive ammo that is made with boxer primer and brass casing. Designed with law enforcement in mind, this Federal 308 Winchester is built for pinpoint accuracy in any circumstances.

Federal .308 Win 168 Grain Tactical Tip, < .50 caliber

Acquisition Cost	\$559.06 per case of 500
Quantity	6,600
Estimated Lifespan	5-8 years
Funding Source	General Fund



Manufacturer: Federal Premium

Manufacturer Description: Custom made for the Urban Rifle, Tactical® TRU® was specifically designed for use in semi-automatic rifles or "Urban Rifles." TRU bullets are specifically engineered, ranging from fragmenting designs for tactical entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings.

Federal .308 Win 168 GR Bonded Tip, < .50 caliber

Acquisition Cost	\$360.53 per case of 200
Quantity	540
Estimated Lifespan	5-8 years
Funding Source	General Fund



Manufacturer: Federal Premium

Manufacturer Description: Federal Cartridge .308 Win Tactical Bonded Tip 168 Grain Duty Ammunition is made exclusively for law enforcement and achieves accuracy and terminal performance unmatched by any other ammunition. Designed to defeat the toughest barriers with minimal deflection, Tactical Bonded Tip ammo has quickly become the choice for some of the most intense conditions.

Hornady 338 Lapua 285 GR Centerfire Rifle Ammunition

Acquisition Cost	\$98.65 per box of 20
Quantity	280
Estimated Lifespan	5-8 years
Funding Source	General Fund



Manufacturer: Hornady

Manufacturer Description: Hornady® ELD™ Match™ .338 Lapua Magnum 285 Grain Centerfire Rifle Ammunition delivers consistent, match-grade accuracy and flat trajectories, using their ELD (Extremely Low Drag) bullets. ELD bullets have extremely high ballistic coefficients, optimum secant ogives, and boattail bases that make them exceedingly streamlined and aerodynamic to reduce air drag, minimizing bullet drop and wind drift for ultra-long-range shooting.

Hornady 5.56, 75 GR BTHP

Acquisition Cost	\$17.53 per box of 20
Quantity	9,100
Estimated Lifespan	5-8 years
Funding Source	General Fund



Manufacturer: Hornady

Manufacturer Description: All Hornady® Match™ bullets feature revolutionary AMP® (Advanced Manufacturing Process) bullet jackets. Developed by Hornady® engineers, these bullet jackets are a technological advancement in design, tooling, and manufacturing that combine to produce the most consistently concentric bullet jackets available. These proven AMP® jackets are the foundation for exceptional bullet accuracy and have virtually zero runout and near-zero wall thickness variation. Coupled with precision swaged cores and manufactured to the tightest standards in the industry, all Hornady® Match™ bullets provide superior consistency, high ballistic coefficients, and unprecedented levels of accuracy.

Designed for use in a variety of applications and manufactured through AAC's advanced research, design, and engineering process with state-of-the-art, quality machines, and materials.

2023 Statistics on Specialized Firearms and Ammunition <.50 caliber

Number of Authorized Usages in 2023: 1

Authorized Use Included:

- Used by SWAT during the Sun Street Critical Incident to keep the suspect at bay while he fired at officers from an elevated position

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: There were no 2023 costs associated with Category 10 specialized firearms equipment.



CATEGORY 11 – Any Firearm Accessory that is Designed to Launch Explosive Projectiles

Equipment Type: Any firearm accessory that is designed to launch explosive projectiles

Definitive Section: [CA Gov't Code Section 7070\(c\)\(11\)](#)

Description and Equipment Capabilities: Any firearm accessory that is designed to launch explosive projectiles. Salinas Police Department possesses an accessory that is listed in this section because it was designed to launch explosive projectiles, however, it is utilized in the same manner as items identified in Category 14, "40mm launchers."

The Salinas Police Department does not possess explosive projectiles.

Authorized Use | Purpose: To limit the escalation of conflict by the use of less lethal options in conjunction with de-escalation tactics when feasible. The accessory is exclusively used as a less lethal force and lethal force option for kinetic energy projectiles and chemical agents.

Applicable Policies for Authorized Use: Applicable SPD policies include but are not limited to 300 Use of Force, 308 Control Devices and Techniques, and 309 Conducted Energy Device.

Training Requirements: Prior to using this equipment, officers must attend department approved training.



The Department currently possesses the following Accessory:

Lewis Machine & Tool (LMT) M203 40MM Launcher

Acquisition Cost	\$2,259.00
Quantity	2
Estimated Lifespan	25 years, but can vary on use, including practice and training
Funding Source	unknown



Manufacturer: LMT

Manufacturer Description: N/A since SPD does not utilize this piece of equipment for its intended purpose.

Description: This accessory is listed in this section because it was designed to launch explosive projectiles, however, it is utilized in the same manner as items identified in Category 14, “40mm launchers.”

The Salinas Police Department does not possess explosive projectiles.

Capabilities: The M203 launcher is a firearm attachment utilized in such a way to consolidate less lethal and lethal force options. It mounts under the barrel of a rifle and has a separate trigger and aiming system. This launcher is primarily intended to deliver less lethal chemical agent containers.

Purpose:

To limit the escalation of conflict by the use of less lethal options in conjunction with de-escalation tactics when feasible. Used in the same manner as a 40MM launcher as a less lethal force option for both kinetic energy projectiles and chemical agents.

2023 Statistics on Firearm Accessory for Explosive Projectiles

Number of Authorized Usages in 2023: 0

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: There were no 2023 costs associated with Category 11 firearm accessories designed to launch explosive projectiles.



CATEGORY 12 – Distraction Devices

“Flash-Bangs” and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray

Equipment Type: Flash-Bang | Noise Flash

Definitive Section: [CA Gov’t Code Section 7070\(c\)\(12\)](#)

Description and Equipment Capabilities: Canisters containing non-lethal chemical agents and/or smoke that are released when deployed.

This device is ideal for distracting dangerous people during high-risk situations during SWAT operations. Chemical agent and smoke canisters have a variety of individual capabilities and applications. Chemical agent and smoke canisters carry the agent into the environment in a variety of methods, including but not limited to powder, a liquid mist, smoke, pyrotechnic devices, and vapor aerosols. Exposure to chemical agents normally causes no lasting effects. This equipment has indoor and outdoor capabilities and uses.

Authorized Use | Purpose: The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Generally, light/sound diversionary devices may be considered whenever the use of a diversion would help facilitate entry, enabling arrest and potentially reducing the risk of injury. Circumstances for the use of light/sound diversionary devices shall include, but not limited to:

- Barricaded suspect and/or hostage situations
- High-Risk warrant services
- To distract a violent person, mentally deranged persons or persons believed to be under the influence of alcohol/drugs and necessary to facilitate apprehension
- When the Tactical Commander or Team Leader deems their use necessary to safely resolve an incident

Prior to deploying light/sound diversionary devices, SWAT personnel shall consider all available intelligence information and circumstances (i.e., presence of small children or elderly persons, etc.). Circumstances may dictate that deployment of the device inside the objective is not an option. In these circumstances deployment will occur outside of the objective.

In all cases, light/sound diversionary devices shall be deployed in an area visible to the deploying officer. The deploying officer will not throw the device at anyone.

Due to the fact light/sound diversionary devices have the potential to ignite flammable materials,



a portable fire extinguisher should be readily accessible whenever these devices are deployed. In any situation a light/sound diversionary device is deployed, all S.W.A.T. members in the area should wear Nomex hoods and gloves.

Generally, these devices will not be used solely for the preservation of evidence. The Tactical Commander shall review the use of light/sound diversionary devices, as soon as practical, following each incident or operation to ensure the devices were used according to policy and that the devices functioned properly. All information obtained shall be used for statistical and training purposes.

Applicable Policies for Authorized Use: Except in emergencies (i.e. life threatening situations), light/sound diversionary devices shall not be used without prior authorization of the Tactical Commander or Team Leader. Applicable department policies include but are not limited to 300 Use of Force.

Training Requirements: Prior to use, officers must attend diversionary device training conducted by a POST certified instructor. This occurs during basic SWAT school and another half-day of in-house training.



The Department currently possesses the following Distraction Devices:

Combined Tactical Systems 7290M Mini Flash-Bang

Acquisition Cost	\$56.87 each
Quantity	130
Estimated Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems Inc.

Manufacturer Description: A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intensely bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.

Purpose: Ideal for distracting or diverting a potentially dangerous person's or persons' attention.

Combined Tactical Systems Inc. #7290-3 - Flash-Bang

Acquisition Cost	\$140.60 each
Quantity	65
Estimated Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems Inc.

Manufacturer Description: A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang (175db) with an intense bright light (6-8 million candelas).

Purpose: Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations. This is similar to the 7290M, however it produces three sequential bangs. Ideal for use inside a large structure.

Combined Tactical Systems Inc. #7290-7 - Flash-Bang

Acquisition Cost	\$140.11
Quantity	9
Estimated Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems Inc.

Manufacturer Description: This is a non-bursting, non-fragmenting, multi-bang device that produces a loud thunderous bang (175db) with an intense bright light (6-8 million candelas). This is similar to the 7290M, however it produces seven sequential bangs.

Purpose: Ideal for use inside a large structure.

Royal Arms Flash-Bang Red Cap, #FB-82H

Acquisition Cost	\$32.50 per box of 5
Quantity	15
Estimated Lifespan	5 years
Funding Source	General Fund



Manufacturer: Royal Arms

Manufacturer Description: Royal Arms Flash-Bangs are used with 12-gauge shotguns with cylinder smooth bore barrels. The #FB-82H is powder compressed with two hard fiber wads.

Purpose: Diversionary / Disorientation / Breaching / Crowd Control

Capabilities: Designed as a less lethal diversionary round that can breach solid wood doors, light steel, sliders, car windows and use in crawl spaces during critical incidents.

Combined Tactical Systems 4090-50 C S Aerial Flash-Bang – 50 meter Distraction Device - Flash-Bang

Acquisition Cost	\$48.83
Quantity	100
Estimated Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems Inc.

Manufacturer Description: 50 meter 40MM aerial flash-bang distraction device producing an intense bright light and sound.

Purpose: Used to determine intent or used to hail or warn approaching individuals, vehicles, or marine vessels. Effective ranges may vary depending on the type of 40MM launcher, condition of the rifling, barrel length, and environmental conditions.

CATEGORY 12, continued

Equipment Type: Chemical Agents & Munitions ("tear gas")

Definitive Section: [CA Gov't Code Section 7070\(c\)\(12\)](#)

Description & Equipment Capabilities: Chemical agent munitions, which are commonly referred to as "tear gas," may be used by the Salinas Police Department as a non-lethal tool to limit the escalation of conflict in conjunction with de-escalation tactics when feasible. The use of chemical irritants is an option to limit the escalation of conflict by the use of less lethal options in conjunction with de-escalation tactics when feasible. The use of chemical irritants are an option that can be selected in the goal of protection of life and property and/or restoration of order.

Authorized Use | Purpose: Applicable department policies include but are not limited to 300 Use of Force and 308 Control Devices and Techniques.

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Generally, the option to deploy chemical irritants will be exercised after a suspect has been given numerous opportunities to surrender, the Tactical Commander is satisfied that negotiations have been exhausted, and that further communication with the suspect will not result in the suspects' surrender.

The deployment of this less lethal option is intended to resolve the situation without creating a confrontation between the police and the suspect. In using chemical irritants, the intent is to make the suspect's environment so uncomfortable that he/she seeks to exit the structure or vehicle and is taken into custody by an arrest team. It is never the intent of the Salinas Department to injure or punish the suspect by using these devices. The suspect's failure to surrender has created the need for this option.

Tear gas may be used for crowd control, crowd dispersal or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Commander or SWAT / HNT Commander may authorize the delivery and use of tear gas.

Oleoresin Capsicum (OC) may be used on a person or group of people who are engaging in, or about to engage in violent behavior. OC should not be used against people or groups who merely fail to disperse or do not reasonably appear to present a risk to the safety of officers or the public.

SPD SWAT Standard Operating Procedures: Prior to deployment, the Tactical Commander and Team Leader should consider the evacuation of the area around the objective site that may be affected by the application of the chemical agents. Command personnel should insure, within reason, there are no infants, ill, or physically mentally or emotionally disabled people in the specified deployment area. The team member(s) assigned to deploy the chemical irritants will develop a Chemical Agents Deployment Plan which will explain how much irritant will be used,



where it will be introduced and how it will be deployed (except during Emergency Gas Deployment). These team members will then present the plan to the Team Leader and Tactical Commander.

Prior to deployment, both team members will inspect the munitions to avoid confusion or errors. Once the Chemical Irritant Deployment Team(s) are in place, they will advise the Team Leader. The Team Leader will advise them when to deploy the munitions and this order will be repeated by the Chemical Irritants Deployment Team to eliminate any confusion.

When practicable, fire personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation if needed.

Training Requirements: Members must attend a department approved chemical irritant school to participate on the Chemical Irritant Deployment Team.



The Department currently possesses the following Chemical Agent and Smoke Canisters:

Combined Tactical Systems 5230B Baffled Canister

Cost	\$32.41
Quantity	55
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems, Inc.

Manufacturer Description: This is a pyrotechnic distraction device designed for indoor use, delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. Irritant is chlorobenzalmalononitrile (CS).

Purpose: Designed specifically for outdoor use in crowd control situations.

Combined Tactical Systems 5230JL CS Jet Lite Canister

Cost	\$43.84
Quantity	54
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems, Inc.

Manufacturer Description: This is a burning distraction device designed to rapidly discharge a high volume of smoke and chemical irritant. Due to combustion risk, it should not be used on rooftops, crawl spaces, or indoors. Irritant is chlorobenzalmalononitrile (CS).

Purpose: The purpose of the Jet Lite Canister is to minimize the risks to all parties through temporary discomfort of potentially violent or dangerous subjects.

Combined Tactical Systems 5430 CS Flameless Expulsion Canister

Cost	\$42.29
Quantity	20
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: This is a flameless distraction device that poses no risk of fire. It discharges a large amount of powder and is most effective indoors. Irritant is chlorobenzalmalononitrile (CS).

Purpose: The purpose of the Flameless Expulsion canister is to minimize the risks to all parties through temporary discomfort of potentially violent or dangerous subjects.

Combined Tactical Systems 6230 CS Canister

Cost	\$23.88
Quantity	14
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: This is a pyrotechnic distraction device that emits smoke and chemical irritant for approximately 30-40 seconds. Irritant is chlorobenzalmalononitrile (CS).

Purpose: Designed for outside use for crowd control situations.

Combined Tactical Systems 1947 OC Vapor MK-9

Cost	\$42.99
Quantity	7
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: This is a non-flammable vapor which affects the respiratory system. OC Vapor does not require extensive area clean up or personal decontamination procedures. The irritant is Oleoresin Capsicum (OC).

Purpose: The OC Vapor System is ideal for forcing subjects from small rooms, attics, crawl spaces or confined areas in cell extraction situations.

Combined Tactical Systems 6343 OC/CS Vapor Distraction Device

Cost	\$47.55
Quantity	54
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: This device delivers an invisible vapor. It is most effective indoors. Irritant is a combination of Oleoresin Capsicum (OC) and chlorobenzalmalononitrile (CS)

Purpose: The purpose of this distraction device is to minimize the risks to all parties through temporary discomfort of potentially violent or dangerous subjects.

Combined Tactical Systems 4330 CS Liquid Barricade Spin Stabilized 40MM

Cost	\$30.91
Quantity	191
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Defense Technology

Manufacturer Description: This Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. Irritant is chlorobenzalmalononitrile (CS) and is deployed using a 40mm launching system.

Purpose: Its primary use is to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through temporary discomfort of potentially violent or dangerous subjects.

Combined Tactical Systems 6210HC White Smoke Canister

Cost	\$34.95
Quantity	3
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: A burning distraction device designed to discharge a high volume of smoke or chemical agent rapidly through multiple emission ports.

Purpose: White outdoor smoke canisters are used for obscuring tactical movement and signaling or marking a landing zone. Also available in a variety of other colors.

Combined Tactical Systems 6210-G Green Smoke Canister

Cost	\$48.83
Quantity	22
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: A burning distraction device designed to discharge a high volume of smoke or chemical agent rapidly through multiple emission ports. Also available in a variety of other colors.

Purpose: Green outdoor smoke canisters are used for obscuring tactical movement and signaling or marking a landing zone.

Combined Tactical Systems NL 5210B – No Loctite or glue Baffled Smoke Canister

Cost	\$55.84
Quantity	75
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: The Combined Tactical Systems 5210B is a baffled burning canister designed to discharge smoke through multiple emission ports and can be used for concealment or as a signaling device. Low Flame Potential. Shown is a photo of 5230B since 5210B is out of stock.

Purpose: Outdoor smoke canisters are used for obscuring tactical movement and signaling or marking a landing zone. Available in several colors.

Combined Tactical Systems 4210 – White Smoke Pyro Single Projectile Outdoor 40MM

Cost	\$22.61
Quantity	100
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: A 40MM aluminum cartridge that launches a single projectile round emitting smoke or irritant agents via rapid burning. Also available in a variety of other colors.

Purpose: Used effectively at safe stand-off distances to disperse groups or deny areas.

Combined Tactical Systems 4210G - Green Smoke Pyro Single Projectile Outdoor 40MM

Cost	\$35.66
Quantity	100
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: A 40MM aluminum cartridge that launches a single projectile round emitting smoke or irritant agents via rapid burning.

Purpose: Used effectively at safe stand-off distances to disperse groups or deny areas. Also available in a variety of other colors.

Combined Tactical Systems 6210 –White Smoke Canister - Outdoor

Cost	\$34.76
Quantity	50
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Tactical Systems, Inc.

Manufacturer Description: White outdoor smoke canisters are used for obscuring tactical movement and signaling or marking a landing zone.

Purpose: White outdoor smoke canisters are used for obscuring tactical movement and signaling or marking a landing zone. Also available in a variety of other colors.

Combined Tactical Systems NL5230 with no Loctite or glue CS Canister – 5230 Indoor

Cost	\$36.69
Quantity	75
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems, Inc.

Manufacturer Description: This is a burning distraction device designed to rapidly discharge a high volume of smoke and chemical irritant. Due to combustion risk, it should not be used on rooftops, crawl spaces, or indoors. Irritant is chlorobenzalmalononitrile (CS). No loctite.

Purpose: Can be hand thrown or launched. This distraction device is designed for indoor use, delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

Combined Tactical Systems NL 5230B with no Loctite or Glue CS Baffled 5230B Canister - Indoor

Cost	\$50.38
Quantity	75
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems, Inc.

Manufacturer Description: This is a burning distraction device designed to rapidly discharge a high volume of smoke and chemical irritant. Due to combustion risk, it should not be used on rooftops, crawl spaces, or indoors. Irritant is chlorobenzalmalononitrile (CS).

Purpose: Can be hand thrown or launched. This distraction device is designed for indoor use, delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

Combined Tactical Systems NL 5230JL CS Jet Lite Pyro Canister, No Loctite

Cost	\$45.04
Quantity	75
Lifespan	5 years
Funding Source	General Fund



Manufacturer: Combined Systems, Inc.

Manufacturer Description: This burning distraction device is designed to rapidly discharge a high volume of smoke and chemical irritant. Due to combustion risk, it should not be used on rooftops, crawl spaces, or indoors. Irritant is chlorobenzalmalononitrile (CS).

Purpose: Can be hand thrown or launched. Pyrotechnic distraction devices are designed for indoor use, delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

2023 Statistics on Category 12

Distraction Devices | Flash-Bangs

Number of Authorized Usages in 2023: 24

Authorized Use:

- Support SWAT during call outs and high-risk warrant services
- Distract dangerous suspects during SWAT personnel entry
- Hostage rescue incidents
- High-risk room entries

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: There were no 2023 costs associated with Category 12 distraction devices and flash-bangs.

Chemical Agents and Munitions (“Tear Gas”)

Number of Authorized Usages in 2023: 52

Authorized Use:

- Used by SWAT during the Sun Street Critical Incident to gain suspect compliance and deescalate the situation
- Used to assist the California Highway Patrol with a critical incident on the highway

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: There were no 2023 costs associated with Category 12 chemical agents and munitions (“tear gas”).



CATEGORY 14 - 40MM Projectile Launchers and Munitions

The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons

Equipment Type: 40MM Projectile Launchers and Projectiles

Definitive Section: [CA Gov’t Code Section 7070\(c\)\(14\)](#)

Description and Equipment Capabilities: An impact launcher capable of firing an array of less lethal 40mm rounds. This is used to limit the escalation of conflict by the use of less lethal options in conjunction with de-escalation tactics when feasible. The 40mm launcher is exclusively used as a less lethal force option for both kinetic energy projectiles and chemical agents. 40mm less lethal launchers have an effect range of up to 20 yards.

The 40mm less lethal launcher may be deployed to gain compliance or de-escalate conflicts to help prevent a situation from becoming a lethal force situation. The system’s effectiveness provides time and distance between officers and a suspect, reducing the immediacy of the threat and allows opportunity for further de-escalation. This system can be used to address self-destructive/suicidal, dangerous, and/or combative individuals; to gain a tactical advantage from a distance (i.e., breaking a window to get an unobstructed view of an individual or disabling a security camera); against potentially vicious animals; and for crowd control and/or civil unrest incidents where the use of the 40mm is objectively reasonable.

Authorized Use | Purpose: In order to control subject(s) who are violent or who demonstrate the intent to be violent, The Salinas Police Department authorizes officers to use Control Devices in accordance with policy to limit the escalation of conflict by the use of less lethal options in conjunction with de-escalation tactics when feasible.

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Kinetic energy projectiles when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

Circumstances appropriate for deployment include, but are not limited to, situations in which:

- a) The person is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
- b) The person has made credible threats to harm him/herself or others.
- c) The person is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers.



- d) There is probable cause to believe that the person has already committed a crime of violence and is refusing to comply with lawful orders.

Applicable Policies for Authorized Use: Applicable department policies include 300 Use of Force, 308 Control Devices and Techniques, and 309 Conducted Energy Device.

Kinetic energy projectiles and chemical agents for crowd control purposes shall only be deployed by officers who have received POST training for crowd control if the use is objectively reasonable to defend against a threat to life or serious bodily injury to any individual, including an officer, or to bring an objectively dangerous and unlawful situation safely and effectively under control (Penal Code S 13652).

Tear gas may be used for crowd control, crowd dispersal or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Commander or SWAT / HNT Commander may authorize the delivery and use of tear gas.

Oleoresin Capsicum (OC) may be used on a person or group of people who are engaging in, or about to engage in violent behavior. OC should not be used against people or groups who merely fail to disperse or do not reasonably appear to present a risk to the safety of officers or the public.

Training Requirements: To use 40mm less lethal kinetic energy projectiles, officers are required to attend department approved training. To use less lethal chemical irritants including those delivered by 40mm projectile launchers, officers are required to attend a department approved chemical irritant school.

The Department possesses the following 40MM Less Lethal Launchers and Munitions:

Penn Arms Pump 40MM Multi-launcher P540-3

Acquisition Cost	\$2,639.88
Quantity	18
Estimated Lifespan	25 years, but can vary on use, including practice and training
Funding Source	General Fund



Manufacturer: Penn Arms

Manufacturer Description: This is a 40mm projectile launcher designed to operate similar to a long-gun with a six-shot capacity. This launcher is primarily used for the deployment of the CTS 4557 Baton Round.

The PENN ARMS 40mm launcher is a tactical single shot launcher that features a collapsible stock. It will fire standard 40mm less lethal ammunition, up to 6.0 inches in cartridge length. 40mm launchers are capable of firing a variety of munitions with maximum effective range of one hundred twenty (120) feet.

Penn Arms 40MM Single Launcher L140-4

Acquisition Cost	1,650.77
Quantity	5
Lifespan	25 years, but can vary on use, including practice and training
Funding Source	General Fund



Manufacturer: Penn Arms

Description: This is a 40mm projectile launcher designed to operate similar to a long-gun with one shot capacity used for the deployment of 40mm chemical agent containers. Penn Arms – Model GL1-40 (40mm Single Shot Launcher) (Quantity: See Appendix A)

Manufacturer Description: A 40mm single-shot break-open frame launcher with a rifled barrel and fixed stock. Features include: Double-action trigger, trigger lock push button and hammer lock safeties.

The Department currently possesses the following 40MM projectiles:

Penn Arms CTS 4557 Foam Baton Round

Cost	\$25.31
Quantity	429
Estimated Lifespan	5 years
Funding Source	General Fund



Manufacturer: Penn Arms

Manufacturer Description: This is a less lethal kinetic energy projectile made of foam and plastic. These can be used as an impact weapon similar to a baton but at a distance and from a position of cover to limit additional risks to officers and residents. They can also be used to disable lights and surveillance cameras or break windows from a distance to provide extra protection to officers during critical incidents.

2023 Statistics Category 14, 40MM Launchers and Projectiles

Number of Authorized Usages in 2023: 16

Authorized Usage included:

- Safely address an individual who displays self-destructive, dangerous, or combative behavior.
- Safely address an armed, or potentially armed, or violent individual.
- During search warrant services, used to disable any surveillance cameras
- Circumstances to gain a tactical advantage during critical incidents or high-risk entries where public safety and/or officer safety is at risk. (i.e., breaking out a vehicle window to get an unobstructed view of an armed barricaded individual).
- Potentially vicious animal (i.e., an aggressive animal trying to harm member(s) of the community or an officer).

Unauthorized Usages in 2023 | Audits, Violations & Actions Taken in Response: There have been zero (0) reported violations of the military equipment use policy.

Complaints/Concerns Raised: There have been zero (0) reported complaints.

Annual Costs: General Funds totaling \$2,602.36 were utilized for 2023 costs associated with Category 14 40mm launchers and projectiles.



Projected Acquisitions for 2024

Although most acquisitions can be anticipated, the unanticipated replacement or upgrade of existing military equipment may be necessary due to use, loss, or damage. Replacement and/or replenishment of these items will be handled on a case-by-case basis, dependent on operational need and in compliance with department policy for acquisition of military equipment. The only known acquisition request will be for precision rifles.



Conclusion

The equipment, resources, and training outlined in this report allows the Salinas Police Department to protect our community by enhancing public and officer safety. The use of military equipment aids us in resolving critical incidents safely and effectively. Although military equipment is utilized infrequently, it is crucial that the equipment be readily available in rapidly evolving and dynamic situations where such equipment can be used to effectively respond to threats of public safety.

When deciding how military equipment is funded, acquired, or used, the Salinas Police Department considers the public's welfare, safety, and civil liberties. This annual military equipment report reaffirms the department's commitment to providing transparency and information to our communities and elected officials in addition to ensuring compliance with the law.

The department places high regard to meaningful public input in using military equipment in our community. Inquires, comments, or concerns can be submitted to the Salinas Police Department's Military Equipment Coordinator via the webform at <https://salinaspd.org/ab481-public-form/>. Complaints may be submitted via the department process, information and forms are available on the department's website at <https://salinaspd.org/file-a-complaint/>.

For more information, please visit the police department's website at <https://salinaspd.org>.

Salinas PD's Policy 709 Military Equipment and the Defined List of Military Equipment: View [here](#).







City of Salinas

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

Legislation Text

File #: ID#24-190, Version: 1

General Plan Update/Visión Salinas 2040: Public Safety and Health and Environmental Justice Study Session

No action required. This report presents information to the City Council regarding the Public Safety and Health and Environmental Justice element.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: GRANT LEONARD, PLANNING MANAGER

BY: MONICA GURMILAN, SENIOR PLANNER

TITLE: GENERAL PLAN UPDATE/VISIÓN SALINAS 2040 PUBLIC SAFETY AND HEALTH AND ENVIRONMENTAL JUSTICE STUDY SESSION

RECOMMENDED MOTION:

No action required. Receive and comment on report and presentation.

EXECUTIVE SUMMARY:

This report and study session discusses and seeks Council guidance on emerging topics of conversation and priorities of the Public Safety and Health and Environmental Justice Elements being prepared as part of the General Plan update. The Health and Environmental Justice Element is a new state mandate and is meant to establish goals and programs related to understanding and addressing environmental injustices in the community. Public Safety discussion expands on the current, broader, Safety Element, which has now been split into two separate chapters, Environmental Safety and Public Safety. The Public Safety Element also tackles issues pertaining to inequity and seeks to work in conjunction with Health and Environmental Justice Element to create a safer, healthier, thriving Salinas for all.

BACKGROUND:

Public Safety

Over the last few years, City leadership and community stakeholders have expressed a desire for a more robust Safety Element. Using the General Plan Update process as an opportunity to respond to this request, staff collaborated with both the Fire and Police Departments, as well as Library and Community Services' Community Alliance for Safety and Peace (CASP) division to establish a new framework for the City's first Public Safety Element. The previous General Plan held the concept of safety as a broader concept which included safety from natural and human made hazards

and how to mitigate and address them. The new Public Safety Element looks beyond standard safety practices and traditional police/fire department activities.

This Public Safety Element addresses issues of crime, violence, and other human caused hazards and identifies methods to provide a safe and enjoyable environment by:

1. Continuing to promote non-violent conflict resolution.
2. Providing effective and responsive emergency services (including response alternatives)
3. Implementing building and outdoor design techniques that support safety and mitigate human hazard.

Public Safety Engagement

Public safety has been a recurring discussion topic throughout this and other planning processes. Many of the Health and Safety goals, policies and actions from the Alisal Vibrancy Plan were used as a foundation for Public Safety Element outreach. Existing goals were carried over and a series of new policies and actions were added to reflect the community's vision. Feedback was captured through a series of pop-up activities, community-led surveys (including a youth survey) and two (2) community workshops, one in English and one in Spanish. The top three areas of concern determined by four (4) pop-up activities were (1) more lighting in streets and public spaces, (2) pedestrian traffic safety, and (3) youth programming and services. Feedback from the 2022 and 2023 budget surveys, which included over 4,000 responses, was also added to the recurring themes.

Public Safety Element Policy

The Draft Public Safety Element goals, policies, and actions in Attachment 2 are written to address issues of crime, violence, and other human caused hazards and identifies methods to provide a safe and enjoyable environment. Draft policies and actions summarized below are organized under three (3) goals:

PS Goal 1: Continue to play a central role in the creation and maintenance of a community that resolves its problems in non-violent ways.

- Improve community safety through civic engagement and relationship building.
- Implement alternative policing methods.

PS Goal 2: Provide effective and responsive police and fire services to ensure a safe and vibrant community.

- Ensure residents have effective and responsive emergency services.
- Improve facilities and access to equipment and technology.
- Foster collaboration with other departments, outside agencies/organizations to improve community reach.
- Provide a range of services to support community education and non-emergency situations.

PS Goal 3: Create a safer community through the use of design techniques for existing spaces, new developments, and reuse/revitalization projects.

- Promote the use of Crime Prevention through Environmental Design (CPTED) techniques and strategies.
- Cultivate a safe and clean neighborhood environment.

Environmental Justice Background

The Health and Environmental Justice (HEJ) Element is the result of Senate Bill 1000 which requires local governments to include an EJ Element in their General Plans to address inequitable distribution of pollution and the associated health effects in disadvantaged and underserved communities of color.

"Environmental justice" is defined in California law as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies. “ (Cal. Gov. Code, § 65040.12, subd. (e).) The HEJ Element addresses issues of health inequities concerning:

1. Quality of the built environment
2. Access to community services, programs, and facilities
3. Access to healthy and affordable foods
4. Safe and sanitary homes
5. Access to safe and good-quality recreational facilities
6. Civic engagement.

Historically, throughout Salinas, low-income residents, communities of color, indigenous peoples, and immigrant communities have disproportionately suffered the greatest environmental burdens. Issues related to pesticide exposure (contributing to air pollution and poor water quality), lack of access to green space and fresh food, limited access to health care, overcrowded housing and a poorly maintained housing stock have resulted in long-term health effects and a substandard quality of life for many Salinas residents. The Health Environmental Justice (EJ) Element seeks to alleviate those realities by placing focus on people, how they are connected and affected by environmental hazards, and how those issues could be minimized and mitigated regardless of race, ethnicity, or income level.

Health and Environmental Justice Engagement

HEJ Element engagement began in the fall of 2022 and continued through the Spring of 2023. Various outreach strategies were utilized to identify and highlight community priorities and assist in the development of goals, policies, and tangible actions connected to air and chemical pollution, healthy food access, problems with City infrastructure, health care access, and concerns related to safe/healthy housing. Following the recurring theme of meeting community members where they are, HEJ engagement also included additional strategies to include the voices of Salinas residents often left out of the decision-making process. These strategies included holding pop-up events at 5am at unorthodox locations like a bakery that is popular amongst farmworkers picking up lunch before their shifts, and lunch time presentations and focus group discussions with agricultural workers in fields on the outskirts of town.

The development of the HEJ Element also included the City's first Spanish-led community workshop and grassroots led engagement in Mixteco speaking communities. Over five hundred forty (540) residents were reached through these workshops, pop-up activities, focus groups and community presentations. The top three areas of concern determined by the collective outreach were:

1. Access to health care
2. Access to safe/healthy housing
3. Access to healthy food and grocery stores.

Additional feedback from the 2022 and 2023 Budget Survey was also used in the HEJ goal and policy development.

Health and Environmental Justice Element Policy

The Draft Health and Environmental Justice goals, policies, and actions in Attachment 4 reflect community engagement throughout the General Plan Update, recommendations from other recent planning efforts, and Steering Committee review. The draft's policies and actions summarized below are organized under seven (7) goals:

HEJ Goal 1: Improve the quality of the built and natural environments to support healthy lifestyles & reduce health inequities.

- Improve the built environment through land use policies and programs.
- Ensure that sensitive land uses are not negatively impacted by hazardous materials.

HEJ Goal 2: Provide and maintain a range of community services, programs, and institutional facilities to equitably meet the needs of the community.

- Expand access to high quality childcare.
- Provide resources for seniors, persons with diverse abilities and other vulnerable populations.
- Strengthen the capacity and sustainability of community-based organizations (CBOs).

HEJ Goal 3: Ensure all Salinas' residents have access to purchase and grow healthy, affordable, and culturally diverse relevant foods.

- Reduce food insecurity and promote healthier eating habits through community programs and education.
- Promote year-round access to locally sourced food through urban agriculture.

HEJ Goal 4: Ensure safe and sanitary homes.

- Work to eliminate health risks associated with lead-based paint, mold, and other contaminants.
- Pursue policies that prevent displacement.

HEJ Goal 5: Promote spaces for physical activity.

- Create and maintain safe and accessible spaces to encourage physical activity.
- Provide resources for youth and seniors to engage in safe physical activity.

- Encourage physical activity in the workplace.

HEJ Goal 6: Encourage Robust Civic Engagement and the Development of Resident Leaders Committed to Shaping the City's Future.

- Create a welcoming environment for community engagement.
- Build resident leadership.

HEJ Goal 7: Improve existing and create new programs that address the needs of disadvantaged communities.

- Continue to provide services to stabilize unhoused population.
- Reduce disparities among different race/ethnicities, income levels and LGBTQ+ communities.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that this administrative report and study session 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. An Environmental Impact Report is being prepared for the General Plan Update.

STRATEGIC PLAN INITIATIVE:

The General Plan update itself is specifically reflected in the Strategic Plan as an objective under Effective and Culturally Responsive Government. Additionally, the proposed Health and Environmental Justice and Public Safety Elements developed as part of the General Plan update specifically advance the City's Strategic Plan initiatives related to Infrastructure and Environmental Sustainability, Youth and Seniors, and Public Safety.

DEPARTMENTAL COORDINATION:

Community Development Department (CDD) staff is working with, Library and Community Services, Police, and Fire staff to review draft policies and documents to ensure internal consistency and direction. CDD staff is also working closely with the City Attorney and their outside special counsel firm Meyers Nave on the development of the General Plan and related environmental documents.

FISCAL AND SUSTAINABILITY IMPACT:

There is no cost associated with this study session.

ATTACHMENTS:

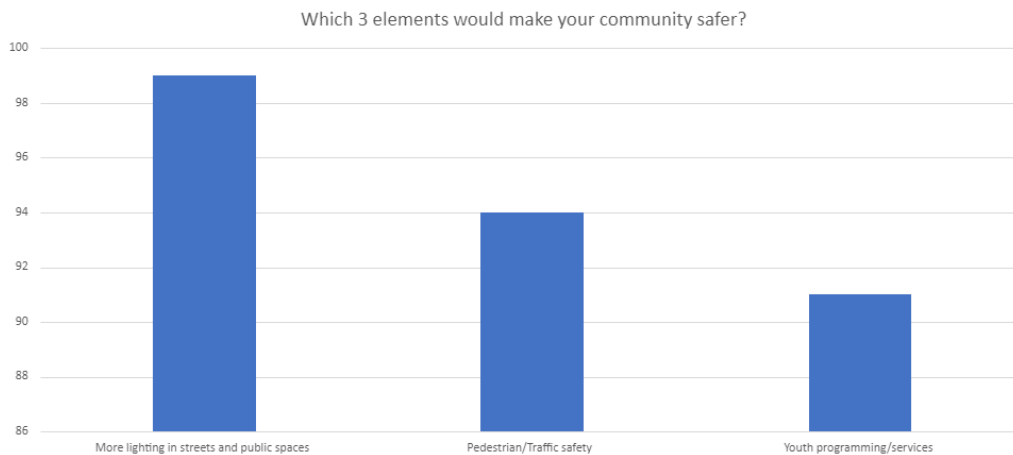
1. Public Safety Engagement
2. Draft Public Safety Goals, Policies, and Actions
3. Health and Environmental Justice Engagement
4. Draft Health and Environmental Justice Element Goals, Policies, and Actions
5. Presentation Slides

Public Safety Outreach Results

Total community members reached: **4,500+**

Pop Up Safety Results

- Which 3 elements would make our community safer?
 - More lighting in streets and public spaces
 - More fire/police services (traffic enforcement, trainings, safe zone exchanges, etc.)
 - Pedestrian/traffic safety
 - Housing assistance and community spaces
 - Mobile Crisis Team (mental health support)
 - Youth programming services
- 4 pop-up activities
 - Sherwood Hall- State of the City
 - El Dorado Park - Tenants' Right's Meeting
 - Sherwood School - Hebbbron Center Meeting
 - Sacred Heart Church - COPA Housing Academy
- 150 respondents



Public Safety Workshop

Feedback Source: Public Safety Meeting Breakout Groups (3/28 & 3/29) (78 participants)

Recurring themes:

Community Conflict Resolution and Crime Prevention

- Communicate/establish relationships with businesses/commercial
- Have more communication and connections with neighbors
- Have trainings in Spanish to be better prepared in case of natural disasters and crime
- Programs for parents on how to help our children to prevent violence
- After school programs that are free and accessible

- Indigenous/Spanish resources--need to communicate in multiple languages
- Teach classes on how to strategically live in crowded conditions
- More community events—National Night Out, Ciclovía, etc.
- CHW model for safety (neighborhood watch)
- Community first aid and CPR courses (collaborate with schools)

CPTED

- More public lighting
- Programs for youth in schools and community centers
- Have lighting in parks and that are nice looking
- Maintain parks and gardens to eliminate dangers to the those who use them
- Maintain the streets, more pedestrian crossings and speed reducers
- Safe, well-funded schools
- More community spaces
- Cameras in the stop lights that function and are maintained
- Setting up a raceway for legal racing/outlets for cultural practices like low riders

Fire and Police Services

- More police surveillance
- A more united society, free of discrimination. Have more confidence with the police force
- The police should accept anonymous calls so that the community is not scared to report crimes
- Remove the language barrier in all departments of the city since most of the residents are Spanish speaking
- A police department that has capability and that is completely staffed
- Firefighter and police services that respond faster to emergencies
- Engage more with the community
- Quick response: less interrogation, no discrimination, gender language
- Uniforms can be intimidating
- Mental health resources for fire/police officers
- Education on what to do when firetruck is on road

Police Response Alternatives

- Programs for youth to combat crime
- Have resources like youth centers
- Response alternatives, have social workers that are well prepared (bilingual)
- More help for mental crisis, more collaborations with health departments
- Programs for people living on the streets, plus community outreach service programs
- Halfway house for runaway youth, safe space to go to prevent homelessness, run by social workers/not probation

- Youth outreach positions for violence at-risk/Gang prevention
- Alternative response models
- Police response alternatives: mobile crisis unit, out community is in strong need of mental health awareness and other response aside from police regardless of training people still fear them and don't feel safe—escalates the situation
- Family Justice Center (victims of domestic violence) --center that includes all resources necessary to help victims
- Mental health workers need to feel safe

Public Safety Survey

Feedback source: CCA Public Safety Survey (273 participants)

Recurring Themes/Top Responses:

What three elements would make your community safer?

- More lighting on the streets and in public places
- More police/fire services
- Programs and services for youth

What are the major problems in your community?

- Robberies (auto/car)
- Disorderly youth
- School safety
- Vandalism/graffiti
- Gang activity
- Gun violence
- Problems related to the homeless

Do you feel safe in your community?

- More or less

What is "public safety" to you?

- To feel safe outside in your neighborhood. Less housing insecurity. More police involvement in the community.

In the past 12 months have you had an interaction with the police? Was it negative or positive?

- No interaction

Do you feel safe asking for help from the police?

- Yes

If you don't feel comfortable asking for help, what could the police do to make you feel more comfortable?

- Accept anonymous calls/tips. Don't ask so many personal or unnecessary questions. Respond to calls quickly. Speak Spanish/be bilingual.

Would you be willing to work the police to resolve issues in your community?

- Not sure

Additional comments:

- More safety in schools and for our youth.

Public Safety Element

Goal PS-1: Continue to play a central role in the creation and maintenance of a community that resolves its problems in non-violent ways.

Community Conflict Resolution & Violence Prevention

<p>Policy PS-1.1: Improve community safety and health through civic engagement and relationship building.</p>	<p>Action PS-1.1.1: Ensure language inclusivity (including indigenous languages) to increase communication and connections with community members.</p> <p>Action PS-1.1.2: Support and facilitate youth and resident led community events like National Night Out and Ciclovía.</p> <p>Action PS-1.1.3: Convene residents, community organizations, schools, and the County to improve the criminal justice system.</p> <p>Action PS-1.1.4: Work with community to establish practices/programs to help address disparities in underserved communities (racial equity framework).</p> <p>Action PS-1.1.5: Encourage the creation of police sub-stations to facilitate community relations.</p>
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Police Response Alternatives

<p>Policy PS-1.2: Implement alternative policing methods, Community Policing, youth programs and crime awareness public education programs to reduce the incidence of crime within Salinas.</p>	<p>Action PS-1.2.1: Promote neighborhood cohesion programs, and Neighborhood Watch programs to reduce the risk of criminal activity.</p> <p>Action PS-1.2.2: Build partnerships with schools and support and facilitate youth programs and activities (e.g., Explorer Program, outreach positions for at-risk youth, etc.)</p> <p>Action PS-1.2.3: Offer crime/violence prevention trainings/programs for parents and youth.</p> <p>Action PS-1.2.4: Collaborate with regional partners to explore the creation of a mobile crisis unit that prioritizes mental health support.</p> <p>Action PS-1.2.5: Work with Salinas Outreach and Response Team (SORT) to support engagement/communication with unhoused residents.</p> <p>Action PS-1.2.6: Encourage ongoing application of Department of Justice report recommendations.</p>
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Goal PS-2: Provide effective and responsive police and fire services to ensure a safe and vibrant community.

Fire & Police Services

<p>Policy PS-2.1: Ensure Salinas' residents have effective and responsive fire, EMS, and police services.</p>	<p>Action PS-2.1.1: Address staffing needs by:</p> <ul style="list-style-type: none">*Adding additional response units during periods of high incident activity;*Add additional battalion chief(s) per shift;*Plan for the addition of facilities and staff in future growth areas;*Exploring opportunities to reduce response workload;*Addressing administrative and support staff needs.*Re-establish Deputy Fire Marshall position. <p>Action PS-2.1.2: Offer mental health/emotional support services for fire/police officers.</p> <p>Action PS-2.1.3: Encourage capacity building and trainings for staff.</p> <p>Action PS-2.1.4: Ensure roads can accommodate fire protection equipment and other emergency vehicles.</p> <p>Action PS-2.1.5: Update traffic signal pre-emption equipment to help improve response times.</p> <p>Action PS-2.1.6: Mitigate impacts of traffic calming measures on response times.</p>
<p>Policy PS- 2.2: Improve facilities and access to equipment and technology.</p>	<p>Action PS-2.2.1: Seek funding to modernize fire facilities to help improve work conditions and response times.</p> <p>Action PS- 2.2.2: Extend use of cameras at intersections and high traffic public spaces.</p>

	<p>Action PS- 2.2.3: Seek funding opportunities to purchase new and improved fire/police equipment.</p> <p>Action PS- 2.2.4: Leverage advancing technologies to decrease dispatch and overall response times.</p>
<p>Policy PS- 2.3: Fire/PD collaboration with other City departments and outside agencies/organizations to help improve the built environment and connect residents to services.</p>	<p>Action PS-2.3.1: Work with the Community Development Department to assist community members with housing/shelter needs.</p> <p>Action PS-2.3.2: Work with Code Enforcement to help mitigate safety concerns due to overcrowding.</p> <p>Action PS-2.3.3: Support Public Works with active transportation projects to ensure pedestrian and traffic safety.</p> <p>Action PS-2.3.4: Work with County of Monterey to connect residents with mental health, social, domestic violence support programs and other services.</p> <p>Action PS-2.3.5: Build partnerships with outside agencies, and organizations, like the Red Cross, to provide fire prevention assistance to residents.</p> <p>Action PS-2.3.6: Work to improve the emergency communications and dispatch agreements with Monterey County and explore alternatives to current arrangements to contain costs and maintain/improve service levels.</p> <p>Action PS-2.3.8: Establish a business inspection program.</p> <p>Action PS-2.3.9: Reduce reliance on mutual aid responses into the city from neighboring fire departments.</p>

	<p>Action PS-2.3.10: Explore partnerships and alternatives for the provision of ambulance transport within the City to;</p> <ul style="list-style-type: none"> • Assure availability of medical transport resources. • Stabilize/reduce ambulance billing rates for residents. • Provide critical capacity and redundancy during times of peak call-volume and local/regional disasters.
<p>Policy PS- 2.4: Provide a range of fire/police services to support community education and non-emergency situations.</p>	<p>Action PS-2.4.1: Seek funding opportunities to support local schools with first aid and safety trainings/demonstrations.</p> <p>Action PS-2.4.2: Continue to promote Safe Zone Exchange and work with community to identify additional programmatic needs.</p> <p>Action PS-2.4.3: Increase public education and messaging related to community risk reduction, home fire safety/prevention and safe zones.</p> <p>Action PS-2.4.4: Promote the use of the Salinas Police Department anonymous tip line.</p>

Goal PS-3: Create a safer community through the use of design techniques for existing spaces, new developments and reuse/revitalization projects.

Crime Prevention through Environmental Design (CPTED)

<p>Policy PS-3.1: Promote the use of Crime Prevention through Environmental Design techniques/strategies.</p>	<p>Action PS-3.1.1: Encourage physical features that improve building visibility, as well as well-marked entrances and exits, proper lighting, and landscape design to improve or limit access to certain areas.</p> <p>Action PS-3.1.2: Create welcoming and accessible community spaces with both safety and design</p>
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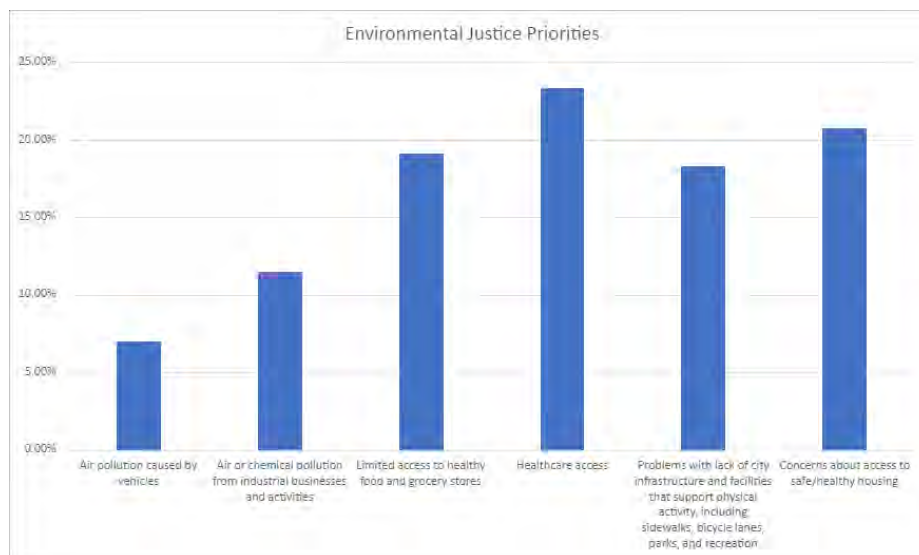
	<p>features (e.g., signage, public art, large planters/boulders to discourage vehicles, etc.)</p> <p>Action PS-3.1.3: Ensure repair and general upkeep of neighborhoods, debris, trash and graffiti removal, and street, lighting and sidewalk repairs.</p>
<p>Policy PS-3.2: Cultivate a safe and clean neighborhood environment in which residents, employees, and visitors always feel comfortable and safe.</p>	<p>Action PS-3.2.1: Ensure that streets, sidewalks, and public spaces are clean and well maintained.</p> <p>Action PS-3.2.2: Maintain and improve lighting in parks.</p> <p>Action PS-3.1.4: Install infrastructure improvements that increase pedestrian and traffic safety.</p>

Health and Environmental Justice Outreach Results

Total community members reached: **1,900+**

Pop-up HEJ Results:

- Which three issues do you think are the most important to ensure all neighborhoods have access to healthy living conditions and environments?
 - Air pollution caused by vehicles
 - Air or chemical pollution from industrial businesses and activities
 - Limited access to healthy food and grocery stores
 - Healthcare access
 - Problems with lack of city infrastructure and facilities that support physical activity including sidewalks, bicycle lanes, parks, and recreation
 - Concerns about access to safe/healthy housing
- 6 pop-up activities (397 participants)
 - Movie night at the park (2)
 - Back to School Event
 - Ag fields
 - End of Summer Event
 - La Plaza Bakery
- Areas of concern
 - The top three areas of concern determined by the collective outreach were (1) health care access, (2) access to safe/healthy housing and (3) access to healthy food and grocery stores.



Environmental Justice Workshop- Recurring Themes

Feedback source: 2 Community Workshops- one in English and one in Spanish, Land Use Workshops, Existing Conditions Workshop: 200+ participants, Budget Surveys 2022 & 2023: 1,530+ participants.

HEALTH

- Community free of pesticides, fumigants (pollution from agriculture)
- Senior centers across, recreation centers, outdoor activities
- Access to health facilities
- A safe walkable/bikeable City
- Better access to healthy, affordable food options
- Need prevention (infrastructure, programs) and education about healthy life styles
- Vibrant public spaces for exercise
- Reduce noise pollution from cars

HOUSING

- Housing in the city is unaffordable
- Overcrowding
- Maintenance- landlords keeping up w/ necessary improvements
- Policies to keep landlords accountable
 - Rent control/inspections
- Housing type diversity:
 - Single family homes
 - Apts/studios/condos
- Health hazards in aging homes (lead, etc.)
- Homelessness is large issue in city
- Lack of housing
- City policies to safety report issues in rental units
- Going vertical (mixed use)
- Housing developments incentivizing other ways of transportation
- 2040:
 - Climate resilient homes
 - Smaller footprint
 - Green energy

NATURAL SYSTEMS

- Pollution from pesticides
- Lack of water in the city
- Run-off from agriculture
- Need more trees in the city
- There is a lack of green infrastructure
- More public data, public water management
- More ag regulations
- More public education
- Drought management
- Buffer around creeks, schools, residential- screening for trash and maintaining them
- Carr Lake restoration
- More green spaces
- Water ways/sewer maintenance
- Neighborhood clean-ups

Environmental Justice Goals, Policies, Actions

SB-1000 Topic #1 Pollution exposure and air quality

Goal 1: Improve the quality of the built and natural environments to support healthy lifestyles & reduce health inequities.

Policy	Actions
HEJ- 1.1: Adopt land use policies, programs, and decisions that improve environmental quality and reduce resident and worker exposure to toxins and pollution.	<p>HEJ-1.1.1: Improve air quality through proper planning for land use and development design that maintains air quality and reduces direct and indirect emissions of air contaminations.</p> <p>HEJ-1.1.2: Support alternative modes of transportation, such as walking, biking, and public transit, and develop bike- and pedestrian-friendly neighborhoods to reduce emissions associated with automobile use.</p> <p>HEJ-1.1.3: Work with the State, agribusiness and agricultural worker organizations to ensure that agricultural use of pesticides and fertilizers do not negatively affect public health and safety.</p> <p>HEJ-1.1.4: Cooperate with the Monterey Bay Unified Air Pollution Control District to implement the Air Quality Plan.</p> <p>HEJ- 1.1.5: Work with responsible federal, state, and county agencies to decrease air pollution emissions occurring within the air basin.</p>
HEJ- 1.2: Ensure that sensitive land uses are not negatively impacted by hazardous materials or toxic air contaminant sources.	<p>HEJ-1.2.1: Seek funding for clean/up remediation of City owned land to anticipate future development projects.</p> <p>HEJ-1.2.2: Work with federal and state agencies to identify toxic disposal or leakage sites and pursue prompt cleanup.</p>

	<p>HEJ-1.2.3: Require that hazardous waste facilities and waste transfer stations comply with the Monterey County Hazardous Waste Management Plan.</p> <p>HEJ-1.2.4: Ensure that hazardous materials used in residential, business and industry are properly handled and that information of their handling and use is available to residents, fire protection and other safety agencies.</p>
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SB-1000 Topic #2 Public Facilities: Infrastructure, parks, community facilities, active transportation, roads and trails, and health-care facilities.

Goal 2: Provide and maintain a range of community services, programs, and institutional facilities to equitably meet the needs of the community.

Policy	Action
HEJ-2.1: Expand availability and access to high-quality childcare services.	<p>HEJ-2.1.1: Increase access to childcare by facilitating the development of a wide range of childcare facilities.</p> <p>HEJ-2.1.2: Formalize and maintain partnerships, with service providers such as Hartnell and First 5, to improve childcare services.</p> <p>HEJ- 2.1.3: Continue to support and streamline a pathway for childcare providers to legitimize their businesses.</p>
HEJ-2.2: Provide resources and programming for seniors, persons with diverse abilities and other vulnerable populations to encourage healthy lifestyles.	<p>HEJ-2.2.1: Strive to create development patterns that allow the majority of residents to be within one-half mile walking distance of a park, greenway, public plaza or recreation center.</p> <p>HEJ- 2.2.2: Establish a range of parks and open spaces, within all new neighborhoods, business districts, commercial areas, and areas with low access.</p>

	<p>HEJ-2.2.3: Integrate parks and green space into the neighborhood fabric to blur the boundary between neighborhoods.</p> <p>HEJ-2.2.4: Ensure parks and green space are safe, accessible, and reflective of the community's culture and history for all members of the community enjoy.</p> <p>HEJ-2.2.5: Improve existing parks and recreational facilities in need of repair across the city.</p> <p>HEJ- 2.2.6: Encourage and promote park clean-up programs through various partnerships and the Amor Salinas movement.</p> <p>HEJ-2.2.7: Create a program to "Green Salinas Streets".</p> <p>HEJ-2.2.8: Work with schools to streamline the Joint Use Agreement process to expand the use of available recreation space.</p>
HEJ-2.3: Strengthen the capacity and sustainability of community-based organizations (CBOs) and foundations in the City to provide critical services.	<p>HEJ-2.3.1: Offer capacity building training and technical assistance to existing community-based organizations.</p> <p>HEJ-2.3.2: Facilitate the creation of new or expanded community-based organizations throughout the city.</p> <p>HEJ-2.3.3: Create opportunities for community-based organizations to support City projects.</p> <p>Action HEJ-2.3.4: Promote collaboration among community-based organizations to effectively leverage resources.</p>

SB-1000 Topic #3 Promote healthy food access for EJ communities through programs and projects.

Goal 3: Ensure all Salinas’ residents have access to purchase and grow healthy, affordable, and culturally diverse relevant foods.

Policy	Action
HEJ-3.1: Reduce food insecurity and promote healthy eating habits through development projects, government/community programs, and education.	<p>HEJ-3.1.1: Encourage healthy food retail establishments (including full-service grocery stores, farmers’ markets, fruit and vegetable markets and small markets where a majority of food is healthy) to locate in underserved areas of Salinas.</p> <p>HEJ-3.1.2: Increase healthy food and beverage options at City facilities, meetings and events.</p> <p>HEJ-3.1.3: Strengthen and leverage partnerships with local hospitals, schools and non-profit organizations, and local businesses to encourage healthy eating habits through information sharing and education.</p>
HEJ 3.2: Promote and expand year-round access to sustainable, locally sourced, and culturally appropriate food through urban agriculture and emergency food resources.	<p>HEJ- 3.2.1: Encourage and support private/public transportation systems to transport customers to farmer’s markets and other sources of healthy foods.</p> <p>HEJ- 3.2.2: Work with local stores and restaurants to donate leftover food.</p> <p>HEJ- 3.2.3: Continue to support the local food banks.</p> <p>HEJ- 3.2.4: Encourage and facilitate the development and management of community gardens prioritizing areas of high food insecurity.</p> <p>HEJ- 3.2.5: Work with local schools to promote community/school framework to increase development of community gardens and health and wellness education.</p>

	<p>HEJ- 3.2.6: Support the creation of Food Rx programs to connect low-income patients and their families to access fresh fruits and vegetables.</p> <p>HEJ- 3.2.7: Support local organizations and business by providing education related to funding opportunities like the Healthy Refrigeration Grant Program.</p>
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SB-1000 Topic #4 Safe and Sanitary Homes

Goal 4: Ensure safe and sanitary homes.

Policy	Action
HEJ- 4.1: Work to eliminate the health risks associated with lead-based paint, mold, and other contaminants.	<p>HEJ- 4.1.1: Create an educational campaign to inform the public about risks associated with lead-based paint, mold, and other contaminants.</p> <p>HEJ- 4.1.2: Create a funding source to encourage and facilitate remediation to benefit low-income families.</p> <p>HEJ: 4.1.3: Ensure remediation of City facilities where lead and/or other contaminants may be present.</p>
HEJ- 4.2: Pursue policies and programs that prevent displacement and ensure safe living conditions.	<p>HEJ- 4.2.1: Work with Fire Department to increase public education related to home fire safety and prevention.</p> <p>HEJ- 4.2.2: Promote awareness of safety codes to improve unsafe conditions, focusing on blight, overcrowding, and unpermitted plumbing and electrical work.</p> <p>HEJ- 4.2.3: Connect residents to funding sources to maintain and improve properties, prioritizing older and substandard dwellings.</p>

	HEJ- 4.2.5- Work with local healthcare providers to share information related to health protocols and the appropriate safety measures.
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SB-1000 Topic #5 Physical Activity

Goal 5: Promote spaces for physical activity.

Policy	Action
HEJ- 5.1: Continue to create and maintain safe and accessible public spaces to encourage physical activities throughout the community.	<p>HEJ- 5.1.1: Create trail networks for walking and bicycling.</p> <p>HEJ- 5.1.2: Develop signage and ‘how to’ visuals in public parks to encourage and facilitate physical activity.</p> <p>HEJ- 5.1.3: Support private and public development of public spaces (Carr Lake, Soccer Complex).</p>
HEJ- 5.2: Provide resources and programming for youth and seniors to engage in safe physical activities.	<p>HEJ- 5.2.2: Invest in exercise equipment for parks throughout the city, prioritizing the underserved areas.</p> <p>HEJ- 5.2.3: Continue to expand programming that encourages physical activity for seniors.</p> <p>HEJ- 5.2.5: Encourage and facilitate opportunities for adult recreation in the evenings (i.e., adult leagues).</p> <p>HEJ: 5.2.6: Work with schools to streamline the Joint Use Agreement process to expand the use of available recreation space.</p>
HEJ- 5.3: Encourage partnerships to facilitate and encourage physical activity in the workplace.	HEJ- 5.3.1- Work with community-based organization and other partners to encourage physical activity in the workplace.

SB-1000 Topic #6 Promote “Civil” or Community Engagement

Goal 6: Encourage Robust Civic Engagement and the Development of Resident Leaders Committed to Shaping the City's Future.

Policy	Action
HEJ-6.1: Create a welcoming environment to nurture effective engagement.	<p>HEJ-6.1.1: Provide community facilities that encourage and facilitate public participation and pride in the community, such as cultural and public gathering centers.</p> <p>HEJ-6.1.2: Ensure that civic engagement is meaningful and worthwhile.</p> <p>HEJ- 6.1.3: Hold community meetings at a reasonable hour, offer food options, interpretation, and childcare when applicable.</p> <p>HEJ-6.1.4: Creatively consider how future City decisions and practices can intentionally reduce institutional discrimination based on race, ethnicity, country of origin, sex, age, socio-economic status, physical ability, sexual orientation, and religion.</p> <p>HEJ- 6.1.4: Work with various stakeholders to access barriers to participation, particularly those who are often left out of decision-making spaces (indigenous language speakers and others),and co-create strategies to address them.</p>
HEJ-6.2: Build the Capacity of Resident Leaders to Fully Participate in City and Community Decision- Making.	<p>HEJ-6.2.1: Facilitate the use of City facilities for non-City led community engagement.</p> <p>HEJ- 6.2.2: Continue to develop resident leadership (adults and youth) through the expansion of the city-led Civic Academy.</p>

	<p>HEJ- 6.2.3: Support the development of cultural festivals and other resident led engagement activities.</p> <p>HEJ- 6.2.4: Create accessible materials for residents to be active participants in the Annual Budget engagement process.</p> <p>HEJ- 6.1.5: Develop a landscape analysis of committees and commissions to ensure equitable community representation.</p>
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SB-1000 Topic #7 Improvements and Programs that address the needs of disadvantaged communities.

Goal 7: Improve existing and create new programs that address the needs of disadvantaged communities.

Policy	Actions
HEJ-7.1: Continue to provide needed social services to stabilize the homeless population.	<p>HEJ-7.1.1: Expand physical and mental health services, such as substance abuse counseling and rehabilitation services through an interdisciplinary team for individuals experiencing homelessness.</p> <p>HEJ-7.1.2: Work with Continuum of Care to expand services for homeless individuals to reduce emergency visits and calls to regional hospitals.</p> <p>HEJ-7.1.3: Help improve access to bathrooms and personal hygiene supplies for individuals experiencing homelessness.</p> <p>HEJ- 7.1.4: Explore a master lease for temporary housing.</p> <p>HEJ- 7.2.5: Create a relocation assistance program for rapid rehousing that helps cover move-in costs (credit check, first month, deposit).</p>

<p>HEJ-7.2: Reduce disparities in life expectancy and diseases among different race/ethnicities and income levels and LGBTQ+ communities.</p>	<p>HEJ-7.2.1: Work closely with the Monterey County Health Department to track trends and support targeted prevention and wellness programs throughout the life course.</p> <p>HEJ-7.2.2: Support the expansion and access to Culturally Competent Medical and Mental Health Services.</p> <p>HEJ-7.2.3: Work with Monterey County and other stakeholders to create a mobile crisis unit that prioritizes mental health support.</p> <p>HEJ-7.2.4: Support programs that offer access to health services for undocumented workers.</p> <p>HEJ-7.2.5: Foster relationships with Epicenter and other stakeholders to expand access to healthcare services for LGBTQ+ youth.</p> <p>HEJ-7.2.6: Work with partner organizations to ensure health education campaigns are language inclusive.</p>
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General Plan Update: Public Safety and Health & Environmental Justice Study Session



City Council
April 23, 2024



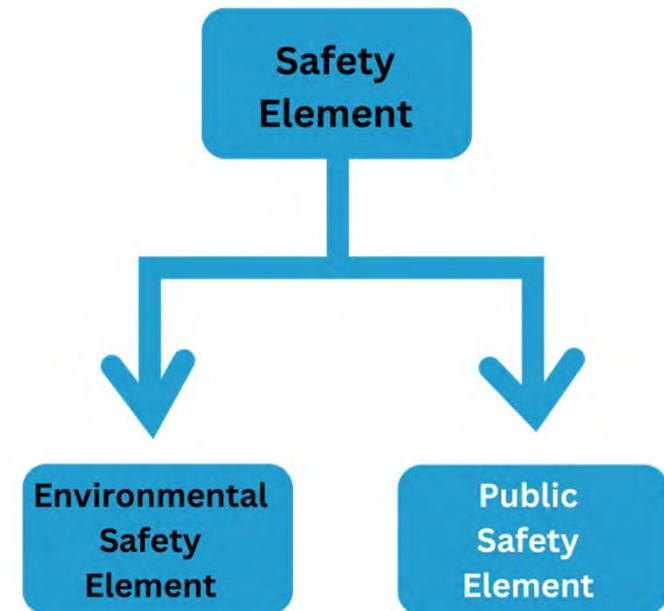
Study session purpose

- Give Council an opportunity to shape draft policy
- Share update on HEJ and PS engagement
- HEJ and PS are closely related as topics and in state law



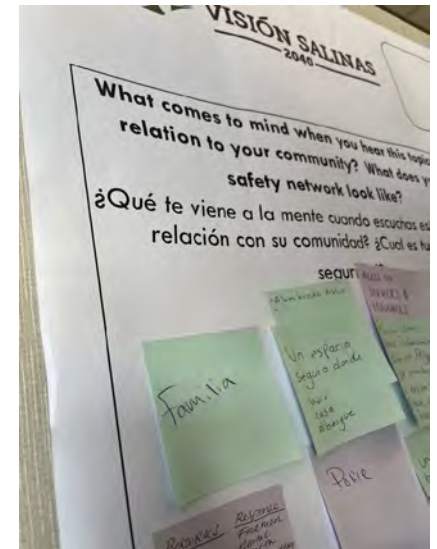
Public Safety Element Structure

- The previous General Plan held the concept of safety as a broader concept which included safety from natural and human made hazards and how to mitigate and address them.



Public Safety Engagement

- 4,500+ residents engaged
- Engagement sources:
 - (2) Community Workshops
 - (4) Pop-up Activities
 - Youth Survey
 - Budget Survey



Feedback

- Pop-up Activity:

- (1) More lighting in streets and public spaces, (2) Pedestrian traffic safety, and (3) Youth programming and services

- Youth Survey:

- More lighting on the streets and in public places, more police/fire services, programs and services for youth

- General Recurring Themes:

- More community engagement, communication w/ underserved communities.
- Programs for youth, safety trainings
- Mental health support, mobile crisis unit



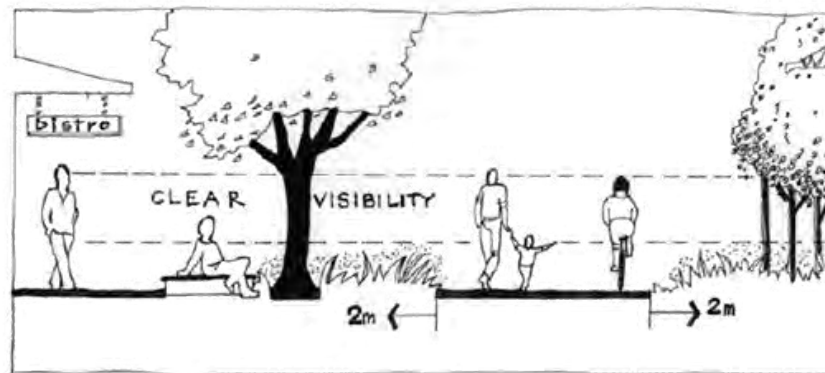


Public Safety Policies

- PS Goal 1: Continue to play a central role in the creation and maintenance of a community that resolves its problems in non-violent ways.
 - Improve community safety through civic engagement and relationship building.
 - Implement alternative policing methods.
- PS Goal 2: Provide effective and responsive police and fire services to ensure a safe and vibrant community.
 - Ensure residents have effective and responsive emergency services.
 - Improve facilities and access to equipment and technology.
 - Foster collaboration with other departments, outside agencies/organizations to improve community reach.
 - Provide a range of services to support community education and non-emergency situations.

Public Safety Policies

- PS Goal 3: Create a safer community through the use of design techniques for existing spaces, new developments and reuse/revitalization projects.
 - Promote the use of Crime Prevention through Environmental Design techniques and strategies.
 - Cultivate a safe and clean neighborhood environment.



Activities that get people outside increase eyes on the street.

'EYES ON THE STREET'

Health and EJ Background

- First HEJ Element for the City of Salinas
- The (Health) Environmental Justice Element is the result of Senate Bill 1000
- What is Environmental Justice?
 - The fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies. (CalEPA)



Health and EJ Background

- SB 1000 Policy Objectives



Health and EJ Background

- Policies must address:



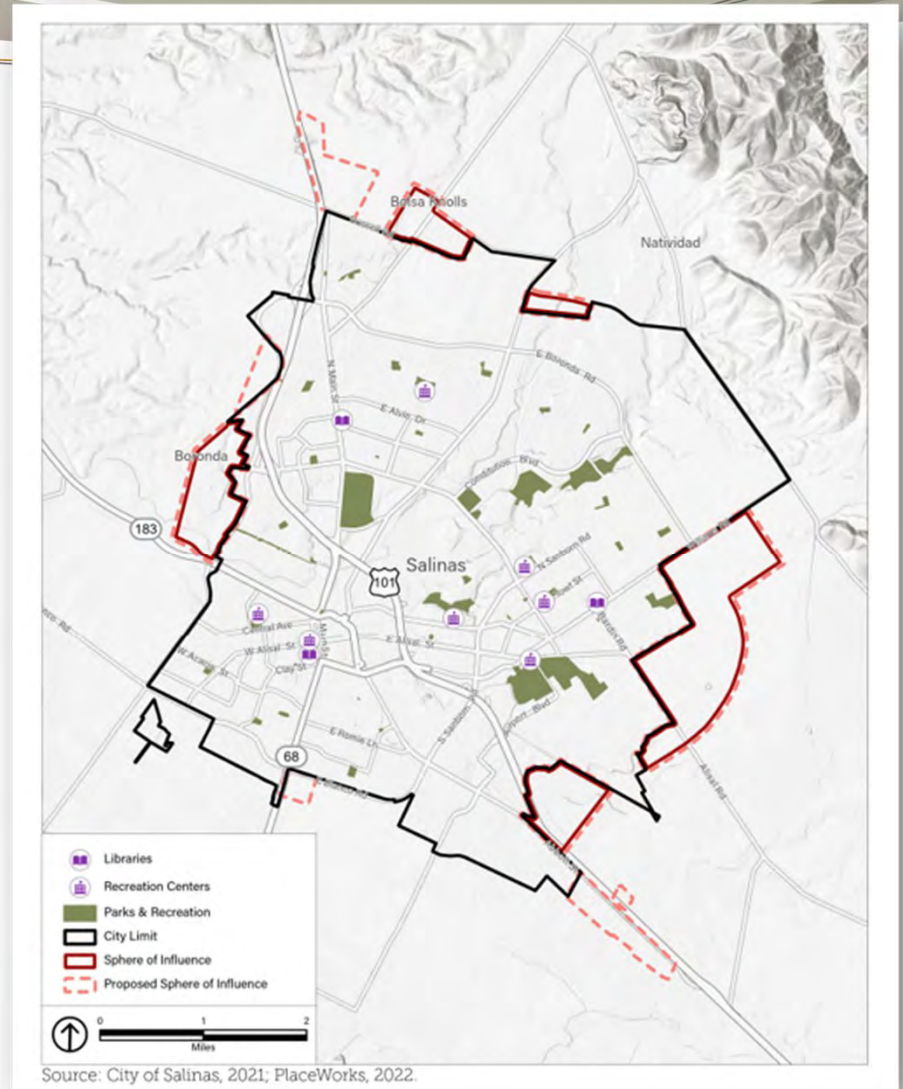
Health and EJ Engagement

- 1,900 residents engaged total
- 540 residents reached
 - 2 Workshops, one English and one Spanish
 - 6 Pop-up Activities
 - Focus groups/Presentations
- Top three areas of concern:
 1. Health care access
 2. Access to safe/healthy housing
 3. Access to healthy food and grocery stores.

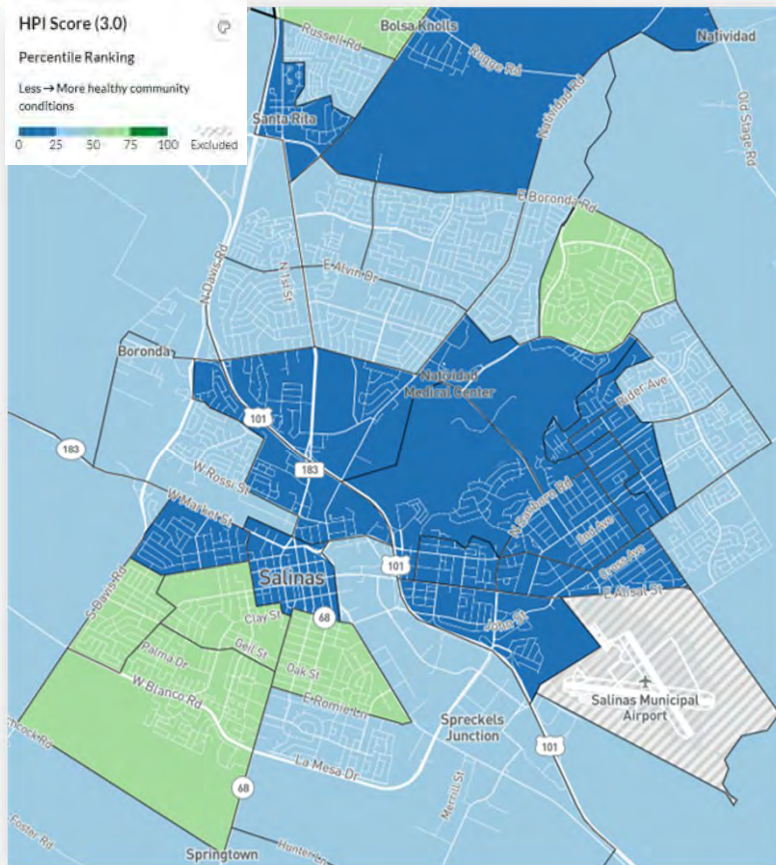


Health and Environmental Justice Recurring Themes

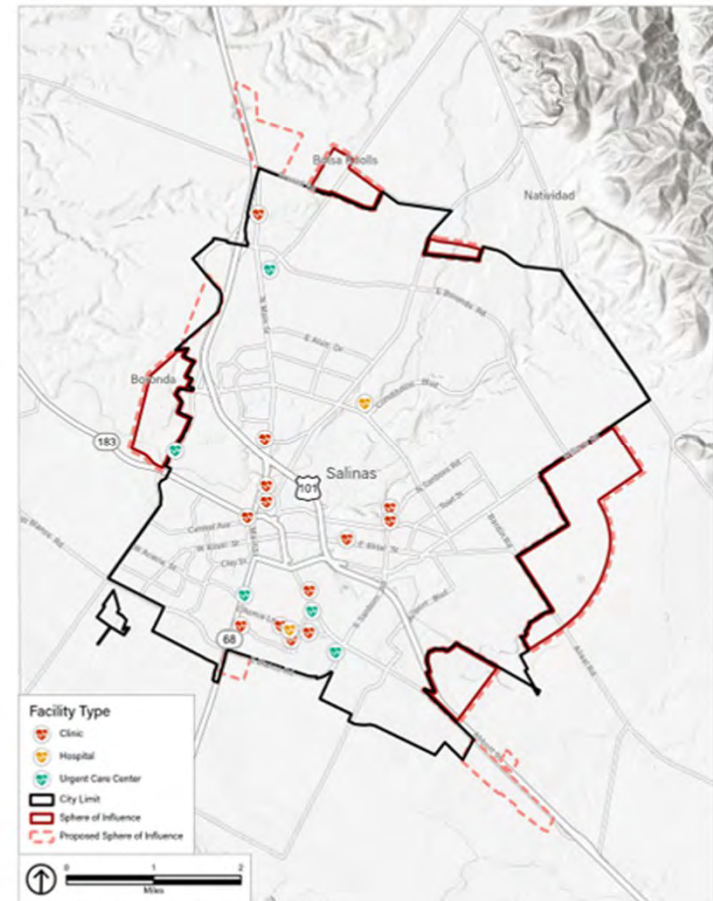
- More open/public space
- Unsafe housing
- Water quality, creek restoration
- Lack of green space
- Pesticide exposure
- A safe walkable/bikeable community



Recurring Themes



Medical Facilities



Source: City of Salinas, 2021; PlaceWorks, 2022.



Health and EJ Draft Policies

HEJ Goal 1: Improve the quality of the built and natural environments to support healthy lifestyles & reduce health inequities.

- Improve the built environment through land use policies and programs.
- Ensure that sensitive land uses are not negatively impacted by hazardous materials.

HEJ Goal 2: Provide and maintain a range of community services, programs, and institutional facilities to equitably meet the needs of the community.

- Expand access to high quality childcare.
- Provide resources for seniors, persons with diverse abilities and other vulnerable populations.
- Strengthen the capacity and sustainability of community-based organizations (CBOs).



Health and EJ Draft Policies

HEJ Goal 3: Ensure all Salinas' residents have access to purchase and grow healthy, affordable, and culturally diverse relevant foods.

- Reduce food insecurity and promote healthier eating habits through community programs and education.

HEJ Goal 4: Ensure safe and sanitary homes.

- Work to eliminate health risks associated with lead-based paint, mold and other contaminants.

HEJ Goal 5: Promote spaces for physical activity.

- Create and maintain safe and accessible spaces to encourage physical activity.
- Provide resources for youth and seniors to engage in safe physical activity.



Health and EJ Draft Policies

HEJ Goal 6: Encourage Robust Civic Engagement and the Development of Resident Leaders Committed to Shaping the City's Future.

- Create a welcoming environment for community engagement.
- Build resident leadership.

HEJ Goal 7: Improve existing and create new programs that address the needs of disadvantaged communities.

- Continue to provide services to stabilize unhoused population.
- Reduce disparities among different race/ethnicities, income levels and LGBTQ+ communities.

2024 Upcoming Engagement and Review

- General Plan Open House and Climate Action Plan Webinar in Spring 2024
- City Council and Planning Commission study sessions
- Draft General Plan early summer, draft EIR and CAP late summer





Questions & Comments



City of Salinas

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

Legislation Text

File #: ID#24-231, Version: 1

Minutes

Approve minutes of April 9, 2024.



City of Salinas

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

Meeting Minutes - Unofficial

City Council

Mayor Kimbley Craig

Councilmembers:

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

Steve McShane, District 3 - Orlando Osornio, District 4

Andrew Sandoval, District 5 - Anthony Rocha, District 6

Jim Pia, Interim City Manager

Christopher A. Callihan, City Attorney

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

Tuesday, April 9, 2024

4:00 PM

SALINAS ROTUNDA

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 7 - Councilmember Tony Barrera
Councilmember Carla Viviana Gonzalez
Councilmember Steve McShane
Councilmember Orlando Osornio
Councilmember Anthony Rocha
Councilmember Jose Andrew Sandoval
Mayor Kimbley Craig

PROCLAMATION

The City Council proclaimed:

Distracted Driving Awareness Month, April 2024

National Library Week, April 7-13, 2024

GENERAL PUBLIC COMMENTS

The City Council received public comment from members of the public and on Zoom.

CONSIDERATION

[ID#24-203](#)

Community Budget Sponsorship Policy

Received report from Assistant Finance Director Selina Andrews regarding an equitable and transparent process for which to review and provide consideration for community grants funded by the City's General Fund. The purpose for the community sponsorship grants is to provide an economic benefit to the City's business community, support non-profit organizations serving its residents, cultural, athletic, and educational enrichment. The proposed policy defines a process, guidelines, and criteria governing the granting of City of Salinas funds or in-kind services and delineates procedures that are intended to help make the application process efficient while being responsive to the community's needs and values. Report is filed with the City Clerk as the official record.

*The following audience members commented on the report:
Kevin Dayton*

MOTION

Councilmember Barrera moved to approve the Annual Budget Community Sponsorship Policy as presented. Motion was second by Councilmember McShane.

SUBSTITUTE MOTION

Councilmember Sandoval moved to approve the Annual Budget Community Sponsorship Policy with amendments to include setting a not to exceed \$50,000 limit per organization and removing language that disqualifies organizations which support measures. Motion was second by Councilmember Rocha.

FRIENDLY AMENDMENT

Mayor Craig and Councilmember Osornio requested a friendly amendment adding "501c(3) in good standing" to Section III(2) and V(5), and "ineligible in the coming year" to Section I of the policy. Friendly amendment was accepted by the makers of the Substitute Motion.

Upon motion by Councilmember Sandoval, seconded by Councilmember Rocha, Resolution approving the Annual Budget Community Sponsorship Policy with amendments to include setting a not to exceed \$50,000 limit per organization and removing language that disqualifies organizations which support measures and adding "501c(3) in good standing" to Section III(2) and V(5), and "ineligible in the coming year" to Section I of the policy was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22930

CONSENT AGENDA

[ID#24-205](#)

Minutes

Upon motion by Councilmember Osornio, seconded by Councilmember Gonzalez, the minutes of March 19, 2024 were approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

[ID#24-188](#)

Financial Claims

Upon motion by Councilmember Osornio, seconded by Councilmember Gonzalez, the financial claims report was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

[ID#24-113](#)**Behavioral Health Bridge Housing Program - Strategic Enhancements Grant Application**

Upon motion by Councilmember Osornio, seconded by Councilmember Gonzalez, Resolution authorizing the Mayor to submit a letter of support for the County of Monterey Behavioral Health Department's Behavioral Health Bridge Housing Program - Strategic Enhancements grant application; and should grant funds be awarded, directing staff to return to the City Council with City/County partnership agreements for consideration was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22931

[ID#24-151](#)**Amendment No. 1 to the Agreement for Professional Services with BFS Landscape Architects**

Upon motion by Councilmember Barrera, seconded by Councilmember Osornio, Resolution approving Amendment No. 1 to the Agreement for Professional Services between the City of Salinas and BFS Landscape Architects for additional design, program, and construction management for El Gabilan Tot Lot increasing the total amount of compensation by \$73,200 for a total not to exceed \$1,828,589; and authorizing the Interim City Manager to enter into the Amendment on behalf of the City; and authorizing up to \$3,856.06 of AVP Implementation Funds (CIP 9246) to cover Site Plan Review Fees for El Gabilan Tot-Lot and \$2,943.94 Closter Park Revitalization Project was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22932

[ID#24-152](#)**Professional Services Agreement with JEA & Associates and MMO Partners for Legislative Advocacy**

Upon motion by Councilmember McShane, seconded by Councilmember Rocha, Resolution authorizing the Interim City Manager to enter into Professional Services Agreements with JEA & Associates and Murray, Montgomery & O'Donnell Partners (MMO Partners) for advocacy and support in governmental affairs at the State and Federal level in an amount not to exceed \$54,000 was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22933

[ID#24-157](#)**Master Service Agreements for Tree Maintenance and On-Call Services**

Upon motion by Councilmember Barrera, seconded by Councilmember McShane, Resolution awarding the Tree Maintenance and On-call Services

Agreement to Smith & Enright Landscaping, Inc. and West Coast Arborists, Inc. in an amount not to exceed \$1,500,000 annually; authorizing the Interim City Manager to enter into such agreements on behalf of the City; and authorizing the Public Works Director to approve certain change orders up to the amount of \$50,000 was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22934

ID#24-163

Historic Resource Designation for Existing Building Located at 361-365 Main Street (El Rey Theater; SHRD2024-001)

*Received public comment from the following members of the public:
Eloise Shimm, Historic Resources Board Member
John Fair*

Upon motion by Councilmember McShane, seconded by Councilmember Barrera, Resolution designating the existing building located at 361-365 Main Street as an historic resource was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22935

ID#24-165

Coventry Street Neighborhood Traffic Calming Plan

*Received public comment from the following members of the public:
Mr. Hernandez*

Upon motion by Councilmember Rocha, seconded by Councilmember Sandoval, Resolution approving the Coventry Street Neighborhood Traffic Calming Plan supported by the residents for implementation was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22936

ID#24-169

Professional Service Agreement with Kimley-Horn and Associates, Inc. for the Williams Road Safe Street Corridor Project

Upon motion by Councilmember Barrera, seconded by Councilmember Osornio, Resolution approving an Agreement for Professional Services between the City of Salinas and Kimley-Horn and Associates, Inc. for the Williams Road Safe Street Corridor Project; and authorize the use of Williams Rd UD/Street/Streetscape & Median Island CIP funds up to \$378,865 for the agreement was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22937

[ID#24-177](#)

Salinas Fire Department City Hall Tenant Improvement, Project No. 9300

Upon motion by Councilmember Rocha, seconded by Councilmember Sandoval, Resolution authorizing the Interim City Manager to execute Contract Change Order No. 13 to Premier Builders Inc. for the Salinas Fire Department City Hall Tenant Improvement, CIP 9300, in the amount of \$129,116.00 and execute all necessary contract change orders for work required to complete the project with not to exceed construction contingences of \$15,000.00 (1.5%) was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22938

[ID#24-187](#)

Potential Extension of Measure G and Ballot Measure Feasibility Assessment

Upon motion by Councilmember Barrera, seconded by Councilmember Osornio, Resolution approving the Phase One Feasibility Assessment and budget from TeamCivX regarding the potential extension of Measure G and authorizing the Interim City Manager to enter into an agreement with TeamCivX in an amount not to exceed \$54,300 was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Gonzalez, Councilmember McShane, Councilmember Osornio, Councilmember Rocha, Councilmember Sandoval and Mayor Craig

Enactment No: RES 22939

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

Mayor Craig announced that City Manager Rene Mendez has been reaching out to Councilmembers and announced that there will be a meet and greet and State of the City Address on June 4, 2024 at the Sherwood Community Center.

Councilmember Osornio commended CHISPA for a successful community meeting where they shared information and received input regarding new housing developments and need for additional senior housing. He invited the community to attend various community events including, a Selena Festival at Sherwood Hall on April 14, Asian Festival on April 27, and Dia Del Nino on April 28. Councilmember Osornio expressed concerns regarding the homeless encampments near Hill Circle noted that he has been working with staff to address the issue.

Councilmember Barrera recommended that the various city department continue working with the Monte Bella residents to address their concerns collaboratively in a timely manner.

Councilmember Gonzalez thanked the members of La Escuelita for their continued

advocacy to address rent stabilization. She requested staff provide and update regarding the crosswalk at Williams Road/Monte Bella as she has received various concerns regarding pedestrian safety concerns as the crosswalk does not have clear delineations. She announced upcoming community events to include the Natividad Creek Park Cleanup, Salinas Hometown Heroes Fundraiser April 25, and a Cinco De Mayo Cruise on May 4.

Councilmember Sandoval requested additional information regarding the traffic signal timing and system city-wide and how the city plans to improve traffic flow. He requested an update regarding the San Juan Grade Road resurfacing project and requested staff evaluate the blinking lights near Los Padres Elementary School as they have not been working properly. He also encouraged the Council and the community to participate in Tu Voz, Tu Comunidad to share community events.

Councilmember Rocha reported that he attended the Distinguished Women of the 14th Senate Celebration where Salinas natives Monica Andrade and Jackie Cruz were recognized. He reported that he attended the City of Salinas' 150th Anniversary to recognize the City's history along with other elected officials. He reported that he has a Salinas Valley Solid Waste Authority meeting and Community Human Services Board meeting and will report back at the next City Council meeting.

Councilmember McShane reported that he also attended the 150th Anniversary celebration, met with the Pastor of the First United Methodist Church as they also celebrate 150th anniversary. He thanked Public Works staff for the ongoing tree maintenance. In conclusion, Councilmember McShane announced that he made the decision to prioritize his faith and family over elected leadership and announced his resignation effective May 10, 2024. He shared accomplishments over his 14 years of service to the City of Salinas and District 3 residents.

CLOSED SESSION

The City Council recessed to closed session at 5:55 p.m. pursuant to:

ID#24-206

- a. **Existing Litigation** - California Government Code Section 54956.9, conference with legal counsel regarding *Jordy Urrutia vs. City of Salinas*, Workers' Compensation Appeals Board Case Number(s): ADJ16962174.
- b. **Existing Litigation** - California Government Code Section 54956.9, conference with legal counsel regarding *Florentino Isla vs. City of Salinas*, Workers' Compensation Appeals Board Case Number(s): ADJ16413779.
- c. **Anticipated Litigation** - California Government Code Section 54956.9(e)(1), conference with legal counsel regarding significant exposure to litigation (one case).
- d. **Real Property Negotiations** - California Government Code Section 54956.8, conference with real property negotiators Interim City Manager Jim Pia, City Attorney Christopher A. Callihan, and Community Development Director Lisa Brinton, to discuss the terms and purchase of property located at 220 Natividad Road, Salinas, Monterey County, California, 93906 (APN 153-091-020-000).

PUBLIC DISCLOSURE

Pursuant to California Government Code section 54957.1, there were no reportable

actions on closed session matters.

ADJOURNMENT

APPROVED:

Mayor/Chair

ATTEST:

City Clerk/Secretary



City of Salinas

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

Legislation Text

File #: ID#24-234, Version: 1

Financial Claims

Approve financial claims report.

City of Salinas

Payment Register

From Payment Date: 4/2/2024 - To Payment Date: 4/16/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
474034	04/03/2024	Open	Alco Water	\$9,957.69
474035	04/03/2024	Open	U.S. Bank National Association ND	\$31,718.67
474036	04/03/2024	Open	Voyager	\$1,531.61
474037	04/04/2024	Open	Alejandro Zamora	\$30.00
474038	04/04/2024	Open	David Smith	\$492.00
474039	04/04/2024	Open	Devin Kile	\$492.00
474041	04/04/2024	Open	Francisco Vincente Aguilar	\$441.31
474042	04/04/2024	Open	Gabriel Gonzalez	\$87.02
474043	04/04/2024	Open	Jacqueline Smith	\$222.30
474046	04/04/2024	Open	Kent Foster	\$492.00
474047	04/04/2024	Open	Kessa Kelly	\$241.00
474048	04/04/2024	Open	Michael Ellison	\$492.00
474049	04/04/2024	Open	Patrick McBrian	\$492.00
474050	04/04/2024	Open	South Bay Regional Public Safety	\$400.00
474051	04/04/2024	Open	ABAG Power Purchasing Pool	\$103,696.95
474052	04/04/2024	Open	Alco Water	\$21.47
474053	04/04/2024	Open	Alhambra and Sierra Spring DS Waters of America LP	\$799.19
474054	04/04/2024	Open	Alhambra and Sierra Spring DS Waters of America LP	\$225.84
474055	04/04/2024	Open	All Pets Hospital	\$1,294.35
474056	04/04/2024	Open	All Safe Security Alarm	\$450.00
474057	04/04/2024	Open	ALTEC INDUSTRIES, INC.	\$237.07
474058	04/04/2024	Open	Amazon.Com	\$1,297.34
474059	04/04/2024	Open	American Supply Company	\$790.76
474060	04/04/2024	Open	APWA National Headquarters	\$4,173.00
474061	04/04/2024	Open	Aramark Uniform & Career Apparel Group, Inc	\$1,807.54
474062	04/04/2024	Open	Aramark Uniform & Career Apparel Group, Inc	\$63.75
474063	04/04/2024	Open	Arrowhead Forensics	\$111.41
474064	04/04/2024	Open	Asap Alisal Signs And Printing	\$41.46
474065	04/04/2024	Open	AT&T Mobility	\$235.53
474066	04/04/2024	Open	AT&T Mobility	\$135.10
474067	04/04/2024	Open	AutoZone West Inc	\$65.68
474068	04/04/2024	Open	Bay Area Community Services Inc.	\$30,889.01
474069	04/04/2024	Open	Beatriz A Barajas - Petty Cash Custodian	\$282.00
474070	04/04/2024	Open	Bound Tree Medical	\$2,065.98
474071	04/04/2024	Open	BrightView Landscape Services, Inc	\$8,376.16
474072	04/04/2024	Open	Burton's Fire Inc	\$4,613.78
474073	04/04/2024	Open	C & S Engineers, Inc.	\$18,000.00
474074	04/04/2024	Open	CALIFA Group	\$19,095.61
474075	04/04/2024	Open	California Park and Recreation Society	\$165.00
474076	04/04/2024	Open	California Water Service	\$2,336.04
474077	04/04/2024	Open	Carlos Nieto III dba Massive Gathering Productions	\$400.00

City of Salinas

Payment Register

From Payment Date: 4/2/2024 - To Payment Date: 4/16/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
474078	04/04/2024	Open	Carollo Engineers, Inc	\$3,350.11
474079	04/04/2024	Open	Catholic Charities of the Diocese of Monterey	\$15,934.18
474080	04/04/2024	Open	Central Coast Center For Independent	\$2,030.21
474081	04/04/2024	Open	Cintas	\$3,096.10
474082	04/04/2024	Open	Coast Automotive Warehouse Inc	\$380.31
474083	04/04/2024	Open	Community Homeless Solutions	\$4,813.38
474084	04/04/2024	Open	Consolidated Electrical Distributors, Inc.	\$83.84
474085	04/04/2024	Open	Craftwater Engineering, Inc	\$25,057.00
474086	04/04/2024	Open	CSG Consultants	\$143,873.17
474087	04/04/2024	Open	Dataflow Business Systems Inc	\$1,567.58
474088	04/04/2024	Open	Don Chapin Inc	\$1,217.41
474089	04/04/2024	Open	Downtown Streets, Inc	\$10,921.02
474090	04/04/2024	Open	East Bay Tire Company	\$1,255.08
474091	04/04/2024	Open	Ecology Action of Santa Cruz	\$34,024.82
474092	04/04/2024	Open	Eden Council for Hope and Opportunity	\$5,171.50
474093	04/04/2024	Open	Eulalio Villegas-Rivera Petty Cash Custodian	\$5,011.00
474094	04/04/2024	Open	Fastenal Company	\$937.47
474095	04/04/2024	Open	Ferguson US Hodings, Inc dba Ferguson Enterprises	\$2,258.77
474096	04/04/2024	Open	First Alarm	\$1,930.76
474097	04/04/2024	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$3,656.06
474098	04/04/2024	Open	First Trust Alarm Company Inc	\$313.50
474099	04/04/2024	Open	Genuine Parts Company dba NAPA Auto Parts	\$412.25
474100	04/04/2024	Open	Golden State Truck and Trailer Repair	\$3,672.51
474101	04/04/2024	Open	Goldfarb and Lipman	\$6,111.00
474102	04/04/2024	Open	Granite Construction Company	\$2,452.67
474103	04/04/2024	Open	Granite Rock Co	\$1,573.65
474104	04/04/2024	Open	Greens Camera Shop	\$624.09
474105	04/04/2024	Open	Hollister Honda	\$1,547.01
474106	04/04/2024	Open	Home Depot Credit Services	\$2,478.70
474107	04/04/2024	Open	Hydro Turf	\$3,653.76
474108	04/04/2024	Open	Ingram Book Company	\$692.26
474109	04/04/2024	Open	Interstate Battery System Inc	\$134.70
474110	04/04/2024	Open	Iteris Inc	\$27,474.19
474111	04/04/2024	Open	Jan Roehl Db a Jan Roehl Consulting	\$6,000.00
474112	04/04/2024	Open	Johnson Electronics	\$228.00
474113	04/04/2024	Open	Jordy Urrutia	\$4,654.28
474114	04/04/2024	Open	Jose Luis Corral dba Salinas Pizza	\$294.97
474115	04/04/2024	Open	Karla's Janitorial & Suppliers, LLC	\$3,050.00
474116	04/04/2024	Open	Kimball Midwest	\$535.01
474117	04/04/2024	Open	Kimley Horn And Assoc Inc	\$50,607.69
474118	04/04/2024	Open	Kronos Incorporated	\$165.86

City of Salinas

Payment Register

From Payment Date: 4/2/2024 - To Payment Date: 4/16/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
474119	04/04/2024	Open	Kurtis Matthews	\$4,858.71
474120	04/04/2024	Open	Kyle Daniels	\$4,849.11
474121	04/04/2024	Open	L.N. Curtis & Sons	\$9,143.99
474122	04/04/2024	Open	Landscape Maintenance of America dba CA Highway	\$4,500.00
474123	04/04/2024	Open	Laurel Conte dba Conte's Generator Services	\$842.27
474124	04/04/2024	Open	Law Enforcement Psychological Services	\$900.00
474125	04/04/2024	Open	Lisa Marie Vetter dba Tour de force Speakers	\$7,310.00
474126	04/04/2024	Open	Maggiora Brothers Drilling Inc	\$13,890.27
474127	04/04/2024	Open	Michele Houston	\$160.00
474128	04/04/2024	Open	Midwest Tape, LLC dba Midwest Tape	\$421.09
474129	04/04/2024	Open	MissionSquare Retirement	\$72,351.69
474130	04/04/2024	Open	MJ Communications, Inc	\$1,930.00
474131	04/04/2024	Open	MNS Engineers, Inc	\$1,192.50
474132	04/04/2024	Open	Monterey County Weekly	\$148.50
474133	04/04/2024	Open	MP Express, Inc	\$2,184.72
474134	04/04/2024	Open	Natividad Medical Foundation	\$9,655.78
474135	04/04/2024	Open	O'Reilly Auto Parts	\$138.70
474136	04/04/2024	Open	Office Depot Business Service Division	\$395.31
474137	04/04/2024	Open	Operation Freedom Paws	\$1,028.00
474138	04/04/2024	Open	Pacific Gas and Electric Company	\$28,422.73
474139	04/04/2024	Open	Pacific Truck Parts Inc	\$2,540.57
474140	04/04/2024	Open	Petsmart	\$871.07
474141	04/04/2024	Open	Playaway Products LLC	\$4,017.48
474142	04/04/2024	Open	PLM Lender Services Inc	\$431.25
474143	04/04/2024	Open	Protel Communications, Inc dba Proteleses Corporat	\$152.03
474144	04/04/2024	Open	Quality Water Enterprises Inc dba Culligan Water	\$354.85
474145	04/04/2024	Open	Rancho Cielo Youth Center	\$10,959.53
474146	04/04/2024	Open	Refrigeration Supplies Distributor	\$315.55
474147	04/04/2024	Open	Republic Services of Salinas	\$1,604.16
474148	04/04/2024	Open	Rincon Consultants, Inc.	\$1,538.50
474149	04/04/2024	Open	Robert Durst	\$4,744.67
474150	04/04/2024	Open	Ronnie G. Rehn dba Smokey Key Service	\$108.16
474151	04/04/2024	Open	Ross Recreation Equipment	\$28,735.00
474152	04/04/2024	Open	Same Day Shred	\$105.00
474153	04/04/2024	Open	San Lorenzo Lumber	\$224.41
474154	04/04/2024	Open	Sentry Alarm System	\$999.00
474155	04/04/2024	Open	Shawn Miguel Russell dba Russell Investigations	\$1,373.49
474156	04/04/2024	Open	Signa LLC	\$464.64
474157	04/04/2024	Open	Signa LLC	\$2,514.41
474158	04/04/2024	Open	Silicon Valley Mtry Bay Council Inc Boy Scouts of	\$1,618.00
474159	04/04/2024	Open	Sirchie Finger Print Laboratories	\$2,218.50

City of Salinas

Payment Register

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Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
474160	04/04/2024	Open	Smith and Enright Landscaping	\$59,395.00
474161	04/04/2024	Open	Stryker Sales Corporation	\$1,234.09
474162	04/04/2024	Open	Sturdy Oil Company	\$8,982.26
474163	04/04/2024	Open	Sun Badge Company	\$3,446.76
474164	04/04/2024	Open	T-Mobile USA	\$125.00
474165	04/04/2024	Open	T-Mobile USA	\$25.00
474166	04/04/2024	Open	T-Mobile USA	\$39.65
474167	04/04/2024	Open	Target Pest Control	\$590.00
474168	04/04/2024	Open	TEF Architecture & Interior Design, Inc dba TEF De	\$12,667.25
474169	04/04/2024	Open	Tehama Golf Club LLC	\$400.00
474170	04/04/2024	Open	The Ed Jones Company, Incorporated	\$1,611.03
474171	04/04/2024	Open	Todd Hearnberger dba TH Electric	\$1,562.40
474172	04/04/2024	Open	Toxic Substances Control, CA Department of	\$708.62
474173	04/04/2024	Open	Tri County Fire Protection	\$800.00
474174	04/04/2024	Open	Uline, Inc	\$2,746.51
474175	04/04/2024	Open	United Parcel Service	\$150.20
474176	04/04/2024	Open	Urban Field Studio Oakland	\$8,078.84
474177	04/04/2024	Open	Valley Saw Shop	\$499.05
474178	04/04/2024	Open	Vegetable Growers Supply Company	\$42.07
474179	04/04/2024	Open	Verizon Wireless	\$250.37
474180	04/04/2024	Open	Verizon Wireless	\$3,981.21
474181	04/04/2024	Open	Vivian Salinas Petty Cash Custodian	\$397.31
474182	04/04/2024	Open	W W Grainger Inc	\$3,240.46
474183	04/04/2024	Open	Wald, Ruhnke & Dost Architects, LLP	\$4,348.59
474184	04/04/2024	Open	Wallace Group A California Corporation	\$27,966.25
474185	04/04/2024	Open	Walmart c/o Capitol One	\$1,098.96
474186	04/04/2024	Open	WCAF, LLC dba Watsonville Ford	\$1,046.14
474187	04/04/2024	Open	WCDJR LLC dba Watsonville Chrysler Dodge Jeep Ram	\$1,035.29
474188	04/04/2024	Open	Westpark Electronics, LLC dba Abes of Maine	\$1,399.99
474189	04/04/2024	Open	Witmer Associates Inc	\$2,193.11
474190	04/04/2024	Open	Worldpac	\$522.02
474191	04/11/2024	Open	Angel Gonzalez	\$85.00
474192	04/11/2024	Open	Anthony Rocha	\$176.26
474193	04/11/2024	Open	Forensic Pieces, Inc	\$485.00
474194	04/11/2024	Open	Jim Pia	\$204.72
474195	04/11/2024	Open	Luis Bravo	\$259.00
474196	04/11/2024	Open	Sophia Rome	\$268.37
474197	04/11/2024	Open	Stephen Craig	\$155.25
474198	04/11/2024	Open	2NDNATURE, LLC	\$71,262.25
474199	04/11/2024	Open	4 Imprint	\$7,302.70
474200	04/11/2024	Open	Accounting Service Center Dispersing Office	\$2,500.00

City of Salinas

Payment Register

From Payment Date: 4/2/2024 - To Payment Date: 4/16/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
474201	04/11/2024	Open	Ace Hardware	\$147.88
474202	04/11/2024	Open	Advanced Rescue Solutions	\$11,000.00
474203	04/11/2024	Open	Agile Occupational Medicine PC	\$1,801.00
474204	04/11/2024	Open	All Pets Hospital	\$1,873.26
474205	04/11/2024	Open	Amazon.Com	\$2,337.89
474206	04/11/2024	Open	American Supply Company	\$181.99
474207	04/11/2024	Open	Ana Rueda De Vidales dba JAV Language Solutions	\$1,573.64
474208	04/11/2024	Open	Analgesic Services Inc	\$285.00
474209	04/11/2024	Open	AT and T	\$20,788.18
474210	04/11/2024	Open	AT and T	\$332.56
474211	04/11/2024	Open	AT and T	\$8,516.33
474212	04/11/2024	Open	Axon Enterprise, Inc.	\$816,877.23
474213	04/11/2024	Open	Bay Area Community Services Inc.	\$826,822.51
474214	04/11/2024	Open	Bear Electrical Solutions Inc	\$10,250.00
474215	04/11/2024	Open	Brownells Inc	\$240.60
474216	04/11/2024	Open	California State Library	\$2,003.00
474217	04/11/2024	Open	California Water Service	\$1,468.07
474218	04/11/2024	Open	California Water Service	\$18,664.79
474219	04/11/2024	Open	CDW Government LLC	\$20,298.49
474220	04/11/2024	Open	Cintas	\$1,320.30
474221	04/11/2024	Open	Coast Counties Truck & Equipment Co dba Coast Coun	\$116.97
474222	04/11/2024	Open	Comcast	\$2,897.50
474223	04/11/2024	Open	Comcast (Business)	\$373.26
474224	04/11/2024	Open	Community Homeless Solutions	\$154,818.79
474225	04/11/2024	Open	Consolidated Electrical Distributors, Inc.	\$263.22
474226	04/11/2024	Open	County of Monterey Information Technology Dept	\$11,200.00
474227	04/11/2024	Open	CPS HR Consulting	\$307.50
474228	04/11/2024	Open	CSC Of Salinas	\$264.66
474229	04/11/2024	Open	CSG Consultants	\$17,905.85
474230	04/11/2024	Open	Dataflow Business Systems Inc	\$185.38
474231	04/11/2024	Open	David E. Ramos, MD, Inc	\$7,200.00
474232	04/11/2024	Open	De Novo Planning Group	\$23,432.50
474233	04/11/2024	Open	Department Of Justice	\$2,167.00
474234	04/11/2024	Open	Don Chapin Inc	\$1,072.48
474235	04/11/2024	Open	EBSCO Industries, Inc dba EBSCO, EBSCO Information	\$2,346.29
474236	04/11/2024	Open	Elani Trejo Petty Cash	\$92.00
474237	04/11/2024	Open	Environmental Systems, Inc of Northern California	\$1,309.00
474238	04/11/2024	Open	Fastenal Company	\$423.39
474239	04/11/2024	Open	Fed Ex	\$41.41
474240	04/11/2024	Open	Felipe Vasquez dba 831 Heating, Inc	\$460.00
474241	04/11/2024	Open	First Alarm	\$327.15

City of Salinas

Payment Register

From Payment Date: 4/2/2024 - To Payment Date: 4/16/2024

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
474242	04/11/2024	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$3,170.00
474243	04/11/2024	Open	Formax, LLC	\$1,764.00
474244	04/11/2024	Open	G2Solutions, Inc	\$12.75
474245	04/11/2024	Open	Gavilan Printers LLC	\$447.87
474246	04/11/2024	Open	Genuine Parts Company dba NAPA Auto Parts	\$83.69
474247	04/11/2024	Open	Glasswork by Design	\$5,248.00
474248	04/11/2024	Open	Golden State Truck and Trailer Repair	\$857.57
474249	04/11/2024	Open	Granite Rock Co	\$2,811.13
474250	04/11/2024	Open	Grey House Publishing, Inc dba Salem Press Product	\$2,995.00
474251	04/11/2024	Open	HDTV Supply Inc	\$5,290.75
474252	04/11/2024	Open	Hemi's Landscaping and Concrete Inc	\$2,500.00
474253	04/11/2024	Open	Hilda Garcia Petty Cash Custodian	\$50.00
474254	04/11/2024	Open	Hinderliter De Llamas and Associates	\$2,685.58
474255	04/11/2024	Open	Homer T Hayward Lumber Co dba Hayward Lumber	\$247.81
474256	04/11/2024	Open	Instrument Technology Corporation	\$115.36
474257	04/11/2024	Open	Iteris Inc	\$54,533.23
474258	04/11/2024	Open	Jam Services Inc	\$7,226.89
474259	04/11/2024	Open	Jesse And Evan Inc dba La Plaza Bakery	\$438.38
474260	04/11/2024	Open	Jimenez Autobody Parts, Inc dba C & J Auto Parts	\$31.68
474261	04/11/2024	Open	John E Arriaga DbA J.E.A. and Associates	\$10,500.00
474262	04/11/2024	Open	Johnson Associates	\$80.24
474263	04/11/2024	Open	Jose Luis Corral dba Salinas Pizza	\$5,000.15
474264	04/11/2024	Open	Kimley Horn And Assoc Inc	\$22,639.86
474265	04/11/2024	Open	Kysmet Security & Patrol	\$4,368.00
474266	04/11/2024	Open	L.N. Curtis & Sons	\$5,753.95
474267	04/11/2024	Open	Lawrence F Conte dba Aaron Overhead Doors	\$990.00
474268	04/11/2024	Open	M3 Environmental Consulting	\$1,280.00
474269	04/11/2024	Open	Martin Sandoval dba Lock Stock N' Barrel	\$61.60
474270	04/11/2024	Open	Medics For Life Inc	\$4,000.00
474271	04/11/2024	Open	Monterey County Fire Training Officers Association	\$500.00
474272	04/11/2024	Open	Monterey Transfer and Storage Inc	\$855.50
474273	04/11/2024	Open	Monterra Ranch Of Monterey Home Owner's Associatio	\$460.00
474274	04/11/2024	Open	MV Cheng & Associates Inc.	\$6,667.50
474275	04/11/2024	Open	Navarros Furniture	\$2,500.00
474276	04/11/2024	Open	Office Depot Business Service Division	\$1,543.40
474277	04/11/2024	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$19,395.52
474278	04/11/2024	Open	Pacific Gas and Electric Company	\$6,698.55
474279	04/11/2024	Open	Pacific Gas and Electric Company	\$4,161.64
474280	04/11/2024	Open	Pacific Truck Parts Inc	\$180.44
474281	04/11/2024	Open	Pacific Water Resources	\$757.23
474282	04/11/2024	Open	Pedro C Estrada DbA Estrada Janitorial Service	\$59,990.00

City of Salinas

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Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
474283	04/11/2024	Open	PJ Trucking Academy LLC	\$3,100.00
474284	04/11/2024	Open	Quality Water Enterprises Inc dba Culligan Water	\$180.18
474285	04/11/2024	Open	RDO Equipment Company	\$39.17
474286	04/11/2024	Open	Rexel USA, Inc dba Platt Electric Supply	\$1,647.47
474287	04/11/2024	Open	Rincon Consultants, Inc.	\$3,753.82
474288	04/11/2024	Open	Robert Cox	\$620.38
474289	04/11/2024	Open	Salinas Valley Ford Inc	\$818.31
474290	04/11/2024	Open	Same Day Shred	\$50.00
474291	04/11/2024	Open	San Lorenzo Lumber	\$1,286.49
474292	04/11/2024	Open	SettlementOne Screening Corporation dba PeopleFact	\$81.42
474293	04/11/2024	Open	Shawn Miguel Russell dba Russell Investigations	\$6,283.95
474294	04/11/2024	Open	Smith and Enright Landscaping	\$51,279.67
474295	04/11/2024	Open	SpeakWrite LLC	\$2,600.28
474296	04/11/2024	Open	Sturdy Oil Company	\$21,928.97
474297	04/11/2024	Open	SVMHS Clinics dba Salinas Valley Medical Clinic	\$186.00
474298	04/11/2024	Open	SWA Group Inc	\$11,097.64
474299	04/11/2024	Open	Systems Technology Group Inc	\$995.00
474300	04/11/2024	Open	Target Pest Control	\$430.00
474301	04/11/2024	Open	TechRx Technology Services Corporation	\$2,850.00
474302	04/11/2024	Open	The Sherwin-Williams Co	\$43.31
474303	04/11/2024	Open	Tiffanys Body Shop	\$2,197.51
474304	04/11/2024	Open	TK Elevator Corporation	\$5,451.33
474305	04/11/2024	Open	Todd Hearnberger dba TH Electric	\$722.01
474306	04/11/2024	Open	Tri County Fire Protection	\$80.00
474307	04/11/2024	Open	Tyler Business Forms	\$275.73
474308	04/11/2024	Open	U.S. Bank National Association ND	\$50,027.51
474309	04/11/2024	Open	United Parcel Service	\$42.81
474310	04/11/2024	Open	United Site Services	\$375.10
474311	04/11/2024	Open	Valley Saw Shop	\$1,676.95
474312	04/11/2024	Open	Veritiv Operating Company Formerly xpedx	\$928.29
474313	04/11/2024	Open	Verizon Wireless	\$3,744.87
474314	04/11/2024	Open	Vision Service Plan	\$765.53
474315	04/11/2024	Open	W W Grainger Inc	\$1,850.18
474316	04/11/2024	Open	Walmart c/o Capitol One	\$396.72
474317	04/11/2024	Open	WCAF, LLC dba Watsonville Ford	\$320.47
474318	04/11/2024	Open	Western Systems, Incorporated	\$27,444.82
474319	04/11/2024	Open	Witmer Associates Inc	\$13,414.16
474320	04/11/2024	Open	YourMembership.com.Inc.	\$699.00
Type Check Totals:				\$3,538,066.50
General Account - General Account Totals				



Legislation Text

File #: ID#24-146, Version: 1

Amendment No. 2 to Master Services Agreement with 2nd Nature LLC

Approve a Resolution authorizing the Interim City Manager to execute Amendment No. 2 to the Master Services Agreement for Professional Services between the City of Salinas and 2nd Nature LLC for NPDES permit compliance support, watershed modeling, ArcGIS field applications, and geospatial data management in an amount not to exceed \$2.5 million for the duration of the Agreement and extending the term of the Agreement until October 1, 2025.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, DIRECTOR

BY: HEIDI NIGGEMEYER, NPDES PROGRAM MANAGER

TITLE: AMENDMENT NO.2 TO THE MASTER SERVICES AGREEMENT (MSA) BETWEEN THE CITY OF SALINAS AND 2ND NATURE LLC

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the interim City Manager to execute Amendment No. 2 to the Master Services Agreement (MSA) for Professional Services 2ND Nature LLC to provide National Pollutant Discharge Elimination System (NPDES) Permit compliance support, watershed modeling, ArcGIS field applications, and geospatial data management in an amount not to exceed \$2,500,000.

EXECUTIVE SUMMARY:

On May 1, 2018, City Council approved Resolution 21374 authorizing execution of a Master Service Agreement (MSA) for Professional Services between the City of Salinas and 2ND Nature LLC to provide NPDES permit program compliance, data management, and watershed modeling services for the City's Stormwater NPDES Permit program. On March 6, 2023, Amendment No. 1 was approved to extend the MSA until May 1, 2024. The current MSA includes language indicating that the Agreement "may be extended only upon mutual written consent of the parties" (City of Salinas and 2nd Nature). Therefore, Amendment No. 2 extends the current MSA until Oct 1, 2025, when a new NPDES permit with new requirements will be adopted.

BACKGROUND:

On February 26, 2016, the City issued a Request For Qualifications (RFQ) for NPDES permit compliance on-call support services. Submittals were received from a total of 14 firms and reviewed based on the selection criteria listed in the RFQ. A review panel consisting of City staff identified 2ND Nature LLC as the only firm with the specific qualifications needed, having developed the tools specified for use in the City's NPDES to support stormwater compliance

modeling and geospatial data collection required by the Central Coast Water Board. Since that time, 2ND Nature has provided NPDES support on projects that individually have been below \$100,000; however, in totality the projects awarded have exceeded \$100,000. Therefore, per the City's procurement process, a City Council-approved MSA was required.

On May 2018, an MSA was developed, negotiated, and signed by 2ND Nature and the City. The Agreement was initially for five years and was set to expire on May 1, 2023. The consultant agreed to compensation on a project-by-project basis according to a pre-determined schedule, with each project subject to review and approval by the City Manager, Public Works Director and/or City Engineer. It was determined that it was necessary for continued support by 2ND Nature LLC, therefore Amendment No.1 was executed on March 6, 2023, to extend the MSA term to May 1, 2024. The Consultant continues to provide services under the terms and conditions of the Master Services Agreement with the scope of work and cost negotiated by Staff. Should the total compensation on an individual project exceed \$100,000, the item is brought before Council for approval as required.

The City's current NPDES permit is scheduled to expire in October 2024, after which a new NPDES permit will be adopted with new NPDES requirements. After conversations with the Central Coast Water Board, the new NPDES permit will not realistically be adopted and in place until October 2025. Until the new permit is adopted, the requirements of the current permit remain in place. To ensure continuity of service, Amendment No. 2 has been provided for approval by Council to extend the term of the current Master Service Agreement for Professional Services with 2ND Nature LLC to October 1, 2025. To prepare for the new permit requirements, a new RFQ will be advertised in the spring of 2025 to create a new On-Call list of consultants to provide NPDES Permit Support Services for the new NPDES permit, which should be adopted by the State Water Board in late 2025. Since the current permit requirements will not change until that time, it is requested that Amendment No. 2 extending the MSA term until Oct 1, 2025, be approved by City Council.

In addition, Amendment No. 2 also includes the addition of a "Not-to-Exceed" amount of \$2,500,000 for the life of the MSA, as now required by the City's Finance and Legal Depts. The City's NPDES Division currently appropriates approximately \$1.5 million per year on various plans and projects. The amount, \$2,500,000 million for the duration of the MSA, should allow sufficient time for any grant implementation support regarding watershed modeling and data management/geospatial reporting.

CEQA CONSIDERATION:

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

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

STRATEGIC PLAN INITIATIVE:

Approval of this Master Services Agreement Amendment is in alignment with the City's goal to maintain compliance with all regulatory permits, which supports the City Council's Strategic Plan Initiative of Infrastructure and Environmental Sustainability.

DEPARTMENTAL COORDINATION:

Internal department coordination on this item involved the Public Works Dept, Finance, and Legal.

FISCAL AND SUSTAINABILITY IMPACT:

Funding for FY 23-24 is available and appropriated in 6500.50.5126. The costs for future years will be included as part of the annual budget process.

ATTACHMENTS:

Resolution

Amendment No. 2

Approved 2nd Nature LLC Amendment No. 1 routing package w/MSA and original Resolution

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

A RESOLUTION APPROVING RESOLUTION NO. 2 TO THE MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND 2ND NATURE LLC

WHEREAS, the City of Salinas was issued its current stormwater NPDES permit from the State Water Resources Control Board on October 2019; and

WHEREAS, sections of the permit have specific requirements for geospatial data management, compliance modeling, and program effectiveness assessment; and

WHEREAS, City staff required the assistance of a consultant with expertise in these areas; and

WHEREAS, on February 26, 2016, a Request For Qualifications (RFQ) for NPDES permit compliance on-call support services, issued and advertised on the City's website and in "The Salinas Californian", a newspaper of general circulation, printed and published in the City of Salinas California; and

WHEREAS, submittals were received from 14 firms, and the submittals were reviewed based on the selection criteria listed in the RFQ document; and

WHEREAS, the review panel consisting of City staff identified 2nd Nature LLC as the only firm with the specific qualifications, having developed the tools specified in the City's NPDES Permit, to support the stormwater compliance modeling and geospatial data collection required by the Central Coast Water Board.

WHEREAS, on March 6, 2023, Amendment No. 1 extending the Master Services Agreement term to May 1, 2024, was approved; and

WHEREAS, staff recommends amending the Master Services Agreement to modify the Agreement, Section 3 "Compensation" to include an amount not to exceed \$2.5 million for the duration of the Agreement and modify Agreement Section 2 "Term: Completion Schedule" to extend the term of the Agreement to October 1, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the Salinas City Council approves Amendment No. 2 to the Master Services Agreement for Professional Services between the City of Salinas and 2nd Nature LLC to provide NPDES permit compliance support, watershed modeling, ArcGIS field applications, and geospatial data management as required by the City's NPDES Permit; and

BE IT FURTHER RESOLVED that the Interim City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Amendment No. 2 to the Master Services Agreement for Professional Services with 2nd Nature LLC in an amount not to exceed \$2.5 million for the term of the Master Services Agreement.

PASSED AND APPROVED this 23rd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND 2NDNATURE LLC**

This Amendment No. 1 to the Agreement for Professional Services (the "Amendment") is entered into this 6th day of March 2023, by and between the City of Salinas (the "City") and 2NDNATURE LLC, (the "Consultant"). City and Consultant may be individually referred to herein as a "Party" and collectively the City and Consultant may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Consultant first entered into an Agreement for Professional Services effective May 1, 2018, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term of the Agreement in order to ensure timely completion of tasks already underway. This extension is to allow purchase orders already in place to be covered for payment.

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

TERMS

1. The Agreement, Section 2 "Term: Completion Schedule", is amended and restated in its entirety with the following:

This Agreement shall commence on 1 May 2018, and shall terminate on 1 May 2024, 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.

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

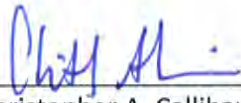
IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Consultant have entered into this Agreement as of the date first written above.

CITY OF SALINAS



Steve Carrigan
City Manager

APPROVED AS TO FORM:



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

CONSULTANT:

2NDNATURE LLC



Printed name: Nicole Beck
Title: Principal

RESOLUTION NO. 21374 (N.C.S.)

A RESOLUTION APPROVING MASTER SERVICES AGREEMENTS BETWEEN THE CITY OF SALINAS AND 2NDNATURE, LLC FOR ON-CALL NPDES SUPPORT SERVICES

WHEREAS, the City of Salinas was issued its current stormwater NPDES permit from the State Water Resources Control Board in 2012; and

WHEREAS, sections of the permit have specific requirements for data management, compliance modeling, and program effectiveness assessment; and

WHEREAS, City staff required the assistance of a consultant with expertise in these areas; and

WHEREAS, a Request for Qualifications (RFQ) for NPDES permit compliance on-call support services was issued in February 2016; and

WHEREAS, the review panel identified 2NDNATURE as the only firm with the specific qualifications necessary, having developed the tools to support the stormwater compliance and data collection required by the Central Coast Water Board.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALINAS, that the Master Services Agreements between the City of Salinas and 2NDNATURE (Consultant) to provide NPDES program support services for various stormwater compliance, modeling and data management requirements of the City's NPDES Permit; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Master Services Agreements; and

BE IT FURTHER RESOLVED that the City Manager (or his Designee) is authorized to execute extensions and/or modifications to the Agreements and to take whatever additional action may be necessary to effectuate the intent of this resolution; and

BE IT FURTHER RESOLVED that the City Engineer or his/her designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Services Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Professional Services Agreement approved through this Resolution.

PASSED AND APPROVED this 1st day of May 2018, by the following vote:

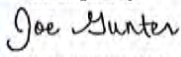
AYES: Councilmembers: Barrera, Craig, Davis, De La Rosa, McShane, Villegas, and Mayor Gunter

NOES: None

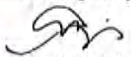
ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:

D3A49BD817A34AA
Joe Gunter, Mayor

ATTEST:

DocuSigned by:

5BE31EC838A8432
Patricia M. Barajas, City Clerk

CONTRACT
FOR SERVICES BETWEEN
THE CITY OF SALINAS AND
2NDNATURE LLC



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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND 2NDNATURE LLC

This Agreement for Professional Services (the "Agreement" and/or "Contract")) is made and entered into this 1st day of May 2018, by and between the **CITY OF SALINAS**, a California Charter city and municipal corporation (hereinafter "City"), and **2NDNATURE** a California limited liability company, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that 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.** It is understood by the City and Consultant that Consultant performs or secures the performance of consulting and related services for the City on an on-going basis. On each occasion Consultant performs services for the City, Consultant shall advise the City in writing of the scope of services to be provided, and the cost of, and estimated time to perform the services. Consultant shall not proceed to perform any such service until the City and Consultant have established a project cost, a completion schedule, a timeframe for performance, and written authorization by the City to perform services. Written approval for performance and compensation may be granted by the City Engineer or the Public Works Director.
- 2. Term; Completion Schedule.** This Agreement shall commence on 1 May 2018, and shall terminate on 1 May 2023, 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 on a time and materials basis for services rendered the City pursuant to this Agreement, in accord with Consultant's hourly rates of compensation set forth in **Exhibit B**.
- 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. **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.

6. **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.

Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. **Nicole Beck, Principal**, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. **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) **James Edward Sandoval, City Engineer**, 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.

8. **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.

9. **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. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply, whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs incurred by the City in enforcing the provisions of this section.

10. **Insurance.**

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

11. **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.

12. Assignment. 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.

13. 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. Rate of compensation shall be based upon the Consultant's rates shown in **Exhibit B** of this Agreement. 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.

14. 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.

15. Termination.

(A) City shall have the authority to terminate this Agreement, upon 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**, 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.

16. 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.

17. 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 and 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.

18. 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.

19. Integration and 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.

20. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. 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.

21. 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.

22. Notices.

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

Assistant Director of Public Works/City Engineer
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:

Ms. Nicole Beck
Principal, 2NDNATURE LLC
500 Seabright Avenue, Suite 205
Santa Cruz, CA 95062

(C) The execution of any such notices by the Public Works Director of the City 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.

23. 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.

24. 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.

25. 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.

26. Attorney's 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. Legal Representation. Each party affirms that it has been represented 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.

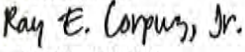
32. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement,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

33. 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.

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

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

CITY OF SALINAS


DocuSigned by:

6EE780F8D4C84B0...
Ray E. Corpuz, Jr.
City Manager

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

CONSULTANT



By: Nicole Beck, 2NDNATURE LLC
Its: Principal

Exhibit A**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

2NDNATURE Personnel Hourly Rates

2018-2022

Year	Principal	Senior Engineer	Senior Scientist III	Senior Scientist II	Senior Scientist I	Science Associate III	Science Associate II	Fabrication/Installation Expert	Science Associate I	Admin
2018	\$192.00	\$160.00	\$160.00	\$150.00	\$130.00	\$115.00	\$105.00	\$90.00	\$75.00	\$75.00
2019	\$200.00	\$167.00	\$167.00	\$156.00	\$136.00	\$120.00	\$110.00	\$94.00	\$75.00	\$75.00
2020	\$208.00	\$174.00	\$174.00	\$163.00	\$141.00	\$125.00	\$114.00	\$98.00	\$75.00	\$75.00
2021	\$216.00	\$180.00	\$180.00	\$169.00	\$147.00	\$130.00	\$119.00	\$102.00	\$75.00	\$75.00
2022	\$225.00	\$188.00	\$188.00	\$176.00	\$153.00	\$135.00	\$123.00	\$106.00	\$75.00	\$75.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb Insurance Services 420 Lexington Avenue Suite 2620 New York NY 10170	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED 2ndNature Software Inc and 2ndNature LLC 500 Seabright St. Suite 205 Santa Cruz CA 95062	License#: PC-1013055 2NDNSOF-01
INSURER(S) AFFORDING COVERAGE	
INSURER A : Progressive	NAIC # 44101
INSURER B : Endurance American Specialty I	10641
INSURER C : Admiral Insurance Co	24856
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 799621434

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	FEIECC10847-10	1/31/2023	1/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01937563-6	3/12/2023	9/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			FEIECC10847-10	1/31/2023	1/31/2024	Per Claim/ Agg Limits \$2M/\$2M
C	Contractors Pollution Liability			FEIECC10847-10	1/31/2023	1/31/2024	Per Occ/ Agg Limits \$2M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured with respect to liability arising out of the operations of the named insured. Additional Insured and associated endorsements are only valid if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Salinas 200 Lincoln Ave Salinas CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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03/08/2023

Policy Number: 01937563

Underwritten by: 38 - United Financial Casualty Co.

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured		
City of salinas 200 Lincoln Ave. Salinas, CA 93901	2NDNATURE SOFTWARE INC & 2NDNATURE LLC 500 SEABRIGHT ST SANTA CRUZ, CA 95062	STEELBRIDGE INSURANC PO BOX 629 SANTA CRUZ, CA 95061

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date:	Policy Expiration Date:
03/12/2023	03/12/2024

Insurance Coverage(s)	Limits
Liability To Others Injury and Property Damage Liability	\$1,000,000 combined single limit
Hired Auto Liability To Others Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit
Employer Non-Owned Auto Liability To Others Bodily Injury and Property D	\$1,000,000 combined single limit
Uninsured/Underinsured Motorist	\$1,000,000 combined single limit
Uninsured Motorist Property Damage	Rejected
Medical Payments	\$5,000 each person
Comprehensive See Auto Coverage Schedule	Limit of liability less deductible
Collision Coverage Schedule	Limit of liability less deductible

Roadside Assistance See Auto Coverage Schedule

Description of Location/Vehicles/Special Items

Scheduled autos only	Limits
2005 TOYOTA TACOMA VIN: 5TEMU52N05Z005024	Actual Cash Value (plus \$2,000.00 Permanently Attached Equip) Garaging Zip Code: 95062 Radius: 300

Certificate Number

067SAN030823

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to read "K. T. Nye", is written over a horizontal line.

Form 5241 (10/02)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Rippling PEO 1 Inc) c/o Rippling PEO 1 Inc 2443 Fillmore Street, Ste #380-16714 San Francisco, CA 94115	CONTACT NAME: Rippling Support Team	
	PHONE (A/C, No, Ext): 915-491-2687 FAX (A/C, No):	
	E-MAIL ADDRESS: peo-wc@rippling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Wisconsin Insurance Company	29157
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Rippling PEO 1 Inc
LCF 2NDNATURE Software Inc
dba 2NDNATURE
2443 Fillmore Street, Ste #380-16714
San Francisco CA 94115

COVERAGES

CERTIFICATE NUMBER: 73340422

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC572-01076-022-SZ	12/1/2022	12/1/2023	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: 2NDNATURE Software Inc dba 2NDNATURE Client Eff Date: 12/25/2021
Waiver of Subrogation in favor of certificate holder, as per written contract, while work is performed at or in:
CA

CERTIFICATE HOLDER

CANCELLATION

City of Salinas
200 Lincoln Avenue
Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$ 100

Schedule**Person or Organization**

City of Salinas
200 Lincoln Avenue
Salinas CA 93901

Job Description

Coverage provided for all leased employees but not subcontractors of: 2NDNATURE Software Inc dba 2NDNATURE Client Eff Date: 12/25/2021 Waiver of Subrogation in favor of certificate holder, as per written contract, while work is performed at or in: CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

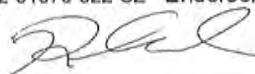
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/01/2022

Insured Rippling PEO 1 Inc
LCF 2NDNATURE Software Inc
dba 2NDNATURE
2443 Fillmore Street, Ste #380-16714
San Francisco CA 94115

Policy No. WC572-01076-022-SZ Endorsement No. 73340422

Countersigned by



Insurance Company
United Wisconsin Insurance Company

WC 99 03 13
(Ed. 7-09)

**AGREEMENT —AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND 2NDNATURE LLC**

This Amendment No. 2 to the Agreement for Professional Services (the “Amendment”) is entered into this 23rd day of April 2024, by and between the City of Salinas (the “City”) and 2NDNATURE LLC, (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Consultant first entered into an Agreement for Professional Services effective May 1, 2018, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Consultant amended the Agreement on March 6, 2023, to extend the term of the Agreement until May 1, 2024; and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term of the Agreement in order to ensure continuity of services and completion of NPDES permit requirements until a new NPDES permit is adopted in late 2025.

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

TERMS

1. The Agreement, Section 2 “Term: Completion Schedule”, is amended and restated in its entirety with the following:

This Agreement shall commence on 1 May 2018, and shall terminate on 1 October 2025, 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.

2. The Agreement, Section 3 “Compensation”, is amended and restated in its entirety with the following:

City hereby agrees to pay Consultant on a time and materials basis for services rendered the City Not To Exceed \$2.5M for the duration of the Agreement, in accord with Consultant’s hourly rates of compensation set forth in Exhibit B.

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

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

CITY OF SALINAS

Jim Pia
Interim City Manager

APPROVED AS TO FORM:

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

CONSULTANT:

2NDNATURE LLC



Printed name: Nicole Beck
Title: Principal



City of Salinas

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

Legislation Text

File #: ID#24-178, Version: 1

Amendment No. 4 to Agreement for Services with Benitez Security Services, Inc.

Approve a Resolution authorizing the Interim City Manager or designee to execute Amendment No. 4 to Agreement for Services with Benitez Security Services, Inc. increasing the total not to exceed compensation amount to \$1,065,237 and extending the term through June 30, 2024.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: FRANCISCO BRAMBILA, ACTING PLANNING MANAGER

BY: JACQUELINE SMITH, HOMELESS SERVICES MANAGER

TITLE: AMENDMENT NO. 4 TO AGREEMENT FOR SERVICES WITH
BENITEZ SECURITY SERVICES, INC.

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the Interim City Manager to execute Amendment No. 4 to Agreement for Services No. 22ARPA04 with Benitez Security Services, Inc. increasing the total not to exceed compensation amount to \$1,065,237 and extending the term through June 30, 2024.

EXECUTIVE SUMMARY:

The City of Salinas (City) currently serves as the administrative entity and service provider for an Emergency Motel Program (EMP) at the Steinbeck Lodge at 109 John Street in Salinas which provides emergency shelter and housing navigation services. This program is supported by 24-hour security services from Benitez Security Services, Inc. (BSSI). Amendment No. 4 increases the compensation amount by \$159,237 to a total not to exceed amount of \$1,065,237 and extends the term to June 30, 2024, to ensure uninterrupted services. Amendment No. 4 will be funded by grant appropriations from the Encampment Resolution Fund (ERF). The City has prepared a Request for Proposal (RFP) to solicit bids through a competitive process to provide security services starting July 1, 2024.

BACKGROUND:

On December 1, 2022, the City and BSSI entered into an Agreement for Services No. 22ARPA04 (Agreement) to provide security services for the EMP. This Agreement, commencing on January 1, 2023, and ending on June 30, 2023, stipulated a total compensation not to exceed \$486,000. The Agreement was subsequently amended three times to ensure the continuation of security services at the EMP.

- Amendment No. 1 extended the term through August 31, 2023. (April 6, 2023)
- Amendment No. 2 increased the compensation amount by \$420,000, bringing the total not to exceed amount to \$906,000, and extended the term through March 31, 2024. (May 16, 2023)

- Amendment No. 3 extended the term through April 30, 2024. (March 28, 2024)

Amendment No. 4 to the Agreement increases compensation by \$159,237 to a total not to exceed amount of \$1,065,237 and extends the term through June 30, 2024. This amendment is crucial for maintaining uninterrupted security services at the EMP through the end of the fiscal year, June 30, 2024. The City has prepared a Request for Proposal (RFP) to solicit bids through a competitive process to provide security services starting July 1, 2024.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The proposed Amendment will advance the City of Salinas Strategic Plan 2022-2025 Goal of *Housing/Affordable Housing* through the provision of a safe, transitional housing environment for those in need of emergency shelter while they receive housing navigation services with the objective of permanent housing placement.

DEPARTMENTAL COORDINATION:

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

FISCAL AND SUSTAINABILITY IMPACT:

The EMP and associated services, including security, has been funded by appropriations from American Rescue Plan Act (ARPA), the County's Project Room Key Motel Program and ARPA (County ARPA), and the General Fund for Homeless Services Coordination.

On January 9, 2024, the Council adopted Resolution #22875, consenting to accept a grant in the amount of \$8,081,101.25 for the term 2024 to 2027 from the California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Fund Program (ERF). Amendment No. 4 to the Agreement with BSSI will be funded through ERF grant. There will be no General Fund Impact.

ATTACHMENTS:

Resolution - Amendment No. 4
Amendment No. 4 to Agreement for Services – Draft
Agreement for Services and Amendments No. 1-3
Resolution 22875 – Cal ICH Encampment Resolution Fund

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 4 TO
AGREEMENT FOR SERVICES WITH BENITEZ SECURITY SERVICES, INC.**

WHEREAS, the City of Salinas (City) currently serves as the administrative entity and service provider for an Emergency Motel Program (EMP) at the Steinbeck Lodge at 109 John Street in Salinas which provides emergency shelter and housing navigation services; and

WHEREAS, On December 1, 2022, the City and Benitez Security Services Inc. (BSSI) first entered into an Agreement for Services No. 22ARPA04 (Agreement) to provide security services for the EMP, with a term commencing on January 1, 2023, and ending on June 30, 2023, and total compensation not to exceed \$486,000; and

WHEREAS, on April 6, 2023, the City and BSSI executed Amendment No. 1 to the Agreement to extend the term through August 31, 2023; and

WHEREAS, On May 16, 2023, the City and BSSI executed Amendment No. 2 to the Agreement, which increased the compensation amount by \$420,000, bringing the total to not exceed amount to \$906,000, and extended the term through March 31, 2024; and

WHEREAS, on March 28, 2024, the City and BSSI executed Amendment No. 3, to extend the term through April 30, 2024; and

WHEREAS, the proposed Amendment No. 4 to the Agreement increases the compensation amount by \$159,237, bringing the total not to exceed compensation amount to \$1,065,237, and extends the term through June 30, 2024; and

WHEREAS, this increase in compensation will be funded by appropriations from the Encampment Resolution Fund program; 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 Interim City Manager, for and on behalf of the City of Salinas, to execute Amendment No. 4 to the Agreement with BSSI increasing the total not to exceed compensation amount to \$1,065,237 and extending the term through June 30, 2024.

PASSED AND APPROVED this 23rd day of April 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

AMENDMENT NO. 4
AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS
AND BENITEZ SECURITY SERVICES, INC.
FOR
SECURITY SERVICES FOR THE SALINAS MOTEL PROGRAM
(FORMALLY KNOWN AS THE ARPA/PRK MOTEL PROGRAM)

Agreement No. 22ARPA04

This Amendment No. 4 to the original Funding Agreement is entered on **May 1, 2024**, between **BENITEZ SECURITY SERVICES, INC.** a California corporation (Hereinafter Contractor) and the **CITY OF SALINAS, a California** charter city and municipal corporation (City).

WITNESSETH

WHEREAS, the City and Benitez Security Services Inc. first entered into an Agreement for the Security Services for the Salinas Motel Program formally known as the ARPA/PRK Motel Program (Agreement) effective January 1, 2023, pursuant to which Benitez Security Inc. agreed to act as and provide certain services for compensation; and

WHEREAS, the City and Benitez Security Services Inc. entered into Amendment No. 1 to the Agreement to extend funding term through August 31, 2023.

WHEREAS, the City and Benitez Security Services Inc. entered into Amendment No. 2 to the Agreement to extend funding term through March 31, 2024

WHEREAS, the City and Benitez Security Services Inc. entered into Amendment No. 3 to the Agreement to extend funding term through April 30, 2024

WHEREAS, the City and Benitez Security Services Inc. desire to amend the Agreement to extend funding term through June 30, 2024, and to increase the total not to exceed compensation amount by \$159,237 for a total maximum compensation of \$1,065,237.

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

1. Section 3 entitled "Term" is revised to read as follows:

The work under this Agreement shall commence on January 1, 2023, and shall be completed by June 30th, 2024, unless City grants a written extension of time as set forth in Section 2 above. This Agreement may be extended only upon mutual written consent of the parties on a month-to-month basis and may be terminated only pursuant to the terms of this Agreement.

2. First sentence of Section 4 entitled "Payment" is revised to read as follows:

City hereby agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, a total amount of compensation not to exceed one million sixty five thousand two hundred thirty seven dollars and zero cents (\$1,065,237.00).

3. All terms, covenants and conditions stated in the Original Funding Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 which are not herein amended, remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this Amendment No. 3 effective as of the date shown above.

City of Salinas

Grantee:

By: _____
Jim Pia, Interim City Manager

By: _____
Jesus Benitez, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Christopher A. Callihan, City Attorney

FISCAL YEAR 2022-23
AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND
BENITIEZ SECURITY SERVICES INC.



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.

**FISCAL YEAR 2022-23
AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS
AND
BENITEZ SECURITY SERVICES, INC.
FOR
SECURITY SERVICES FOR THE ARPA/PRK MOTEL PROGRAM**

Agreement Number: 22ARPA04

THIS AGREEMENT is executed this 1st day of December 2022, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Benitez Security Services, Inc., a California corporation (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide the City, security services for the ARPA/PRK Motel Program under this Agreement, as more fully described in Attachment B – Scope of Work, attached hereto and incorporated herein by reference.
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 January 1st, 2023, and shall be completed by June 30th, 2023, unless City grants a written extension of time as set forth in Section 2 above. This Agreement may be extended only upon mutual written consent of the parties on a month-to-month basis and may be terminated only pursuant to the terms of this Agreement.
4. **Payment.** City hereby agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, a total amount of compensation not to exceed **four hundred eighty-six thousand dollars (\$486,000.00)**. 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. 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

DocuSigned by:

Steven S. Carrigan

04396AE44903419...

Steve Carrigan, City Manager

CONTRACTOR

DocuSigned by:

072C5589BB35456...

Jesus Benitez, Chief Executive Officer

APPROVED AS TO FORM:

DocuSigned by:

Christopher A. Callihan

DF600E62871844E...

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

Attachment A **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 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.

Attachment B
Scope of Work

Schedule of Charges for Security Services and Equipment

NUMBER OF SECURITY GUARDS: Three (3) (UNARMED)

HOURS OF GUARD SERVICE PER WEEK:

1) Security Officer 1: 168 hours

2) Security Officer 2: 168 hours

3) Security Officer 3: 168 hours

Total Hours: 504 a week

START DATE: Continued from Center for Independent Living Contract January 1, 2023

WEEKLY SCHEDULE:

1) Security Officer 1: Monday-Sunday

2) Security Officer 2: Monday-Sunday

3) Security Officer 3: Monday-Sunday

BILLING RATE(S):

- \$36.00 Per hour: Unarmed Security Officer
- On Call Consultation services (Included at a discounted rate)
- (2) Silvertrac Monthly reporting software licenses
- (2) Cellphone reporting devices (Included at no additional cost)
- Radios, signs, and limited security equipment
(Monthly equipment fee will be applied to invoice)

OVERTIME RATE POLICY:

The Overtime rate is for each hour of service rendered by each Security Officer in excess of eight (8) hours on any single shift within a twenty-four (24) hour period or in excess of forty (40) hours in any single week. For each security officer who is required to appear in court or at a deposition as a witness as a result of an occurrence at City's facility, Company shall bill City at the overtime rate for the number of hours the Security Officer is required to be present in court, plus parking charges and travel time to court. Overtime shall be calculated at 1.5 times the regular billed hourly rate after the 8th hour and up to the 12th hour of any single shift. Overtime work completed by a guard on any single shift after the 12th hour shall be calculated at twice the hourly billed rate.

HOLIDAY RATE POLICY:

The holiday rate is for any services by each security guard on any of the following holidays: New Year's Day, Labor Day, Presidents Day, Veterans Day, Memorial Day, Thanksgiving Day, Independence Day, and Christmas Day. Holiday rate shall be calculated at 1.5 times the regular billed hourly rate.

POST ORDERS: Will be added below and agreed upon by company and City.

FUNDING AGREEMENT AMENDMENT No. 1
CITY OF SALINAS
AND
BENITEZ SECURITY SERVICES, INC.
FOR
SECURITY SERVICES FOR THE SALINAS MOTEL PROGRAM
(FORMALLY KNOWN AS THE ARPA/PRK MOTEL PROGRAM)

Agreement No. 22ARPA04

This Amendment No. 1 to the Original Funding Agreement is entered on April 6, 2023, between **BENITEZ SECURITY SERVICES, INC.** a California corporation (Hereinafter Contractor) and the **CITY OF SALINAS**, a California charter city and municipal corporation (City).

WITNESSETH

WHEREAS, the City and Benitez Security Services Inc. first entered into an Agreement for the Security Services for the Salinas Motel Program formally known as the ARPA/PRK Motel Program (Agreement) effective December 1, 2022, pursuant to which Benitez Security Inc. agreed to act as and provide certain services for compensation; and

WHEREAS, the City and Benitez Security Services Inc. desire to amend the Agreement to extend funding term through August 31, 2023.

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

1. Section 3 entitled "Term" is revised to read as follows:
The work under this Agreement shall commence on January 1st, 2023, and shall be completed by August 31st, 2023, unless City grants a written extension of time as set forth in Section 2 above. This Agreement may be extended only upon mutual written consent of the parties on a month-to-month basis and may be terminated only pursuant to the terms of this Agreement.
2. All terms, covenants and conditions stated in the Original 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

DocuSigned by:
By: Steven S. Carrigan
04396AE44903419...
Steven S. Carrigan., City Manager

Grantee:

DocuSigned by:
By: Jesus Benitez
072C5589BB35456...
Jesus Benitez, Chief Executive Officer

APPROVED AS TO FORM:

DocuSigned by:
By: Christopher A. Callihan
DF600E62871844E...
Christopher A. Callihan, City Attorney

AMENDMENT No. 2
AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS
AND BENITEZ SECURITY SERVICES, INC.
FOR
SECURITY SERVICES FOR THE SALINAS MOTEL PROGRAM
(FORMALLY KNOWN AS THE ARPA/PRK MOTEL PROGRAM)

Agreement No. 22ARPA04

This Amendment No. 2 is entered on **June 13, 2023**, between **BENITEZ SECURITY SERVICES, INC.** a California corporation (Hereinafter Contractor) and the **CITY OF SALINAS**, a **California** charter city and municipal corporation (City).

WITNESSETH

WHEREAS, the City and Benitez Security Services Inc. first entered into an Agreement for the Security Services for the Salinas Motel Program formally known as the ARPA/PRK Motel Program (Agreement) effective January 1, 2023, pursuant to which Benitez Security Inc. agreed to act as and provide certain services for compensation; and

WHEREAS, the City and Benitez Security Services Inc. entered into Amendment No. 1 to the Agreement to extend funding term through August 31, 2023.

WHEREAS, the City and Benitez Security Services Inc. desire to amend the Agreement to extend funding term through March 31, 2024, and increase the agreement by \$420,000 for a total maximum compensation to \$906,000.

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

1. Section 3 entitled "Term" is revised to read as follows:

The work under this Agreement shall commence on January 1st, 2023, and shall be completed by March 31st, 2024, unless City grants a written extension of time as set forth in Section 2 above. This Agreement may be extended only upon mutual written consent of the parties on a month-to-month basis and may be terminated only pursuant to the terms of this Agreement.

2. First sentence of Section 4 entitled "Payment" is revised to read as follows:

City hereby agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, a total amount of compensation not to exceed nine hundred and six thousand dollars (\$906,000.00).

3. All terms, covenants and conditions stated in the Original Funding Agreement, and Amendment No. 1, which are not herein amended, remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Amendment No. 2 effective

as of the date shown above.

City of Salinas

DocuSigned by:
By: Steven S. Carrigan
Steven S. Carrigan., City Manager

Grantee:

DocuSigned by:
By: Jesus Benitez
Jesus Benitez, Chief Executive Officer

APPROVED AS TO FORM:

DocuSigned by:
By: Christopher A. Callihan
Christopher A. Callihan, City Attorney

**AGREEMENT FOR SERVICES AMENDMENT No. 3
CITY OF SALINAS
AND
BENITEZ SECURITY SERVICES, INC.
FOR
SECURITY SERVICES FOR THE SALINAS MOTEL PROGRAM**

Agreement No. 22ARPA04

This Amendment No. 3 to the original Agreement for Services (Agreement) is entered on **March 27, 2024**, between **BENITEZ SECURITY SERVICES, INC.** a California corporation (Contractor) and the **CITY OF SALINAS**, a California charter city and municipal corporation (City).

WITNESSETH

WHEREAS, the City and the Contractor first entered into an Agreement for the Security Services for the Salinas Motel Program formally known as the ARPA/PRK Motel Program (Agreement) effective January 1, 2023, pursuant to which Benitez Security Inc. agreed to act as and provide certain security services for compensation; and

WHEREAS, on April 6, 2023, the City and Contractor entered into Amendment No. 1 to the Agreement to extend funding term through August 31, 2023, and

WHEREAS, on June 13, 2023, the City and Contractor entered into Amendment No. 2 to the Agreement to extend the funding term through March 31, 2024, and increase the agreement by \$420,000 for a total maximum compensation to \$906,000; and

WHEREASE, the City and Contractor desire to amend the Agreement to extend the funding term through April 30, 2024.

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

1. Section 3 entitled "Term" is revised to read as follows:

The work under this Agreement shall commence on January 1st, 2023, and shall be completed by April 30th, 2024, unless City grants a written extension of time as set forth in Section 2 above. This Agreement may be extended only upon mutual written consent of the parties on a month-to-month basis and may be terminated only pursuant to the terms of this Agreement.

2. All terms, covenants and conditions stated in the original Agreement for Services, Amendment No. 1, and Amendment No. 2 which are not herein amended, remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this Amendment No. 3 effective as of the date shown above.

City of Salinas

Grantee:

By: _____
Jim Pia., Interim City Manager

By: _____
Jesus Benitez, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Christopher A. Callihan, City Attorney

RESOLUTION NO. 22875 (N.C.S.)

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING ACCEPTNCE OF A CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS ENCAMPMENT RESOLUTION FUND GRANT AWARD IN THE AMOUNT OF \$8,081,101.25, EXECUTION OF ALL REQUIRED AGREEMENTS AND RELATED DOCUMENTS NECESSARY TO IMPLEMENT THE PROGRAM, AN ADDITIONAL APPROPRIATION OF \$8,081,101.25 TO THE CAL ICH ERF FUND, AND ESTABLISHMENT OF A CORRESPONDING ERF2 REVENUE BUDGET

WHEREAS, the California Interagency Council on Homelessness (CAL ICH) released a second Notice of Funding Availability (NOFA) for the Encampment Resolution Fund (ERF) with a total allocation of \$237,031,738; and

WHEREAS, the ERF Program seeks to fund local projects that provide services to address the immediate crisis of experiencing unsheltered homelessness in encampments, to support people living in encampments onto paths to safe and stable housing and result in sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter; and

WHEREAS, the City of Salinas Community Development Department submitted a proposal on June 30, 2023, requesting \$8,081,101.25, to address homeless encampments and the environmental impacts specifically at the Carr Lake encampment; and

WHEREAS, on September 12, 2023, the California Interagency Council on Homelessness ERF Program provided the City with an “Notice of Intent to Award” funds in the amount of \$8,081,101.25 to the City of Salinas.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves a Resolution authorizing the Interim City Manager or designee to accept a grant award in the amount \$8,081,101.25 from the California Interagency Council on Homelessness Encampment Resolution Fund Program and execute all required Agreements and related documents necessary to implement the program.

BE IT FURTHER RESOLVED that the City Council authorizes an additional appropriation of \$8,081,101.25 to the ERF fund and the establishment of a corresponding ERF2 revenue budget.

PASSED AND APPROVED this 9th day of January 2024, by the following vote:


AYES: Councilmember Barrera, Osornio, Rocha, Sandoval and Mayor Pro Tem McShane

NOES: None

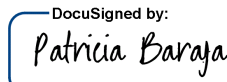
ABSENT: Councilmember Gonzalez and Mayor Craig

ABSTAIN: None

APPROVED:

DocuSigned by:

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Steve McShane, Mayor Pro Tem

ATTEST:

DocuSigned by:

5BE31EC636A6432
Patricia M. Barajas, City Clerk



City of Salinas

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

Legislation Text

File #: ID#24-192, Version: 1

Annual Maintenance Service Agreement with EnvisionWare, Inc.

Approve a Resolution authorizing the Interim City Manager to enter into a service agreement with EnvisioinWare, Inc. for annual maintenance of the Library Automated Self-Checkout System in the amount of \$35,732.62.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: April 23, 2024

DEPARTMENT: LIBRARY & COMMUNITY SERVICES

FROM: KRISTAN LUNDQUIST, DIRECTOR

BY: FRANCIS HEBERT, INTERIM DEPUTY LIBRARIAN

TITLE: ANNUAL MAINTENANCE SERVICE AGREEMENT WITH ENVISIONWARE, INC. FOR LIBRARY AUTOMATED SELF-CHECK OUT SYSTEM

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the Interim City Manager to enter into a service agreement in the amount of \$35,732.62 with EnvisionWare, Inc. for annual maintenance of the Library Automated Self-Checkout System.

EXECUTIVE SUMMARY:

One of the greatest advantages of RFID technology in libraries is the ease and speed of checkout. A stack of RFID-equipped books can be read and checked out at the same time, and because the technology is easy to use, is fast, and customers are easily able to serve themselves. Check-in is also made much faster and easier with an RFID system. A self-check machine with e-commerce technology installed, as well as a coin and bill change, allows for customers to also pay fines and fees quickly and easily without staff intervention.

DISCUSSION:

In July 2017, the City entered into an Agreement with EnvisionWare, Inc. of Duluth, Georgia for the purchase of technology, supplies, professional services, and hardware/software maintenance to facilitate the installation of RFID/self-service technology systems for the Library & Community Services Department.

Maintenance of the automated self-checkout system is required annually. EnvisionWare, Inc. has provided a quote for this year's maintenance totaling \$35,732.62.

Consistent with Purchasing Policies and Ordinance (2576) Service Agreements in the amount of more than \$30,000 require City Council approval.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

This action is consistent with the City Council Goals of:

- Infrastructure and Environmental Sustainability
- Effective and Culturally Responsive Government

DEPARTMENT COORDINATION:

The Library & Community Department will work with the City Attorney's Office on execution of the Agreement.

FISCAL AND SUSTAINABILITY IMPACT:

Funds are available and appropriated in 1100.60.6009-63.4980. No additional funding is required at this time.

ATTACHMENTS:

Agreement

Resolution

EnvisionWare, Inc. Quote

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

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE AN
AGREEMENT FOR SERVICES WITH ENVISIONWARE, INC. FOR ANNUAL
MAINTENANCE OF THE LIBRARY AUTOMATED SELF-CHECK OUT SYSTEM**

WHEREAS, in July 2017, the City entered into an Agreement with EnvisionWare, Inc. of Duluth Georgia for the purchase of technology, supplies, professional services and hardware/software maintenance to facilitate the installation of RFID/self-service technology systems for the Library & Community Services Department; and

WHEREAS, maintenance of the automated self-checkout system is required annually; and

WHEREAS, EnvisionWare, Inc., has provided a quote for annual maintenance of the automated self-checkout system in the amount of \$35,732.62; and

NOW THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL that the Interim City Manager is authorized to execute Agreement with EnvisionWare, Inc., for annual maintenance of the library automated self-checkout system in the amount of \$35,732.62.

PASSED AND APPROVED this 23rd day of April, 2024 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Kimbly Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND ENVISIONWARE, Inc**

Annual Maintenance for Library Automated Self-Check Out System

THIS AGREEMENT is executed this __7th__ day of May, 2024, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and EnvisionWare, Inc., a State of Georgia Domestic Profit 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: annual maintenance of the Library automated self-check out system at John Steinbeck, Cesar Chavez and El Gabilan Libraries. Scope of work is further outlined in Contractor’s Quotes #US-85644 dated June 1, 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 be deemed to have commenced June 1, 2024 and shall be completed by May 31, 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, Thirty Five Thousand Seven Hundred Thirty Two Dollars and Sixty Two Cents (\$35,732.62), as more fully described in the attached Quote dated June 1, 2024 (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. 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

Jim Pia
Interim 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.



Renewal Quotation US-85644

6/1/2024

Bill To
Salinas Public Library - John Steinbeck Library
350 Lincoln Avenue
Salinas CA 93901
United States

End User
Salinas Public Library
110 West San Luis Street
Salinas CA 93901
United States

TOTAL
\$35,732.62
Due no later than: 5/31/2024

Currency US Dollar
PO #
Created From
Sales Rep D'Alessandro, Ted

EnvisionWare Renewal

Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
2	WM-SSC-X11-KTS#-BK-WH *MX915 v4 1 YR MAINTENANCE X11 Kiosk - Software Included w/ Terminal Mount, Version 4.	12		El Gabilan Library	\$747.50	\$1,495.00	6/1/2024 5/31/2025	Maint.
1	WM-SSC-X11-KVTS#-BK-WH (**USD) 3T *MX915 (N) v4 1 YR MAINTENANCE- SSC Vending Kiosk v4; USD 3T *MX915; Network Capable; Plus Software; *MX915; Black with White	12		El Gabilan Library	\$1,131.17	\$1,131.17	6/1/2024 5/31/2025	Maint.
4	WM-RF-ID-GATE 3D-R-U 2-Aisle (B) 1 YR MAINTENANCE- EnvisionWare MASTER SERIES ULTRA TRANSPARENT RFID Gates (2-Aisle), Version B	12		.. Main (shipping)	\$779.40	\$3,117.60	6/1/2024 5/31/2025	Maint.



Renewal Quotation US-85644

6/1/2024

Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
1	WM-SOI-AMH-2K 13407 1 YR MAINTENANCE: AMH Gen 2000 RFID Sorting System: 08-Bin, (1) Patron Inlet (Internal), (1) Patron Inlet (External), and (1) Staff Inlet	12		El Gabilan Library	\$18,134.55	\$18,134.55	6/1/2024 5/31/2025	Maint.
2	WM-ECS-SelfServ Bldg [Add'l] 1 YR MAINTENANCE: EnvisionWare eCommerce Services - Additional Buildings	12		Main (shipping)	\$150.00	\$300.00	6/1/2024 5/31/2025	Maint.
1	WM-LDS Bundle: Complete System (*Std)-J (E) 1 YR MAINTENANCE: Library Document Station (LDS), Rev E, 11X17 flatbed scanner / 21.5" Display	12		El Gabilan Library	\$603.29	\$603.29	6/1/2024 5/31/2025	Maint.
3	WM-LDS COM: ADF (*Std) 11X17 1 YR MAINTENANCE: Library Document Station (LDS) - Automatic Document Feeder 11x17	12		Main (shipping)	\$217.50	\$652.50	6/1/2024 5/31/2025	Maint.
1	WM-CBA-VN *USD-3T PC 1 YR MAINTENANCE: CBA Series V PRINT MODE Network-connected 3-Tube Coin & Bill Acceptor [US Currency]	12		El Gabilan Library	\$380.36	\$380.36	6/1/2024 5/31/2025	Maint.
9	WM-RFID-READER-KIT PL DeskPad BL-U (B) 1 YR MAINTENANCE: EnvisionWare DeskPad RFID Reader Kit in acrylic black enclosure, Version B	12		Main (shipping)	\$57.00	\$513.00	6/1/2024 5/31/2025	Maint.
1	WM-ECS-SelfServ Bldg [1st] 1 YR MAINTENANCE: EnvisionWare eCommerce Services - First Building	12		Main (shipping)	\$420.00	\$420.00	6/1/2024 5/31/2025	Maint.

2 of 6



US-85644

Renewal Quotation US-85644

6/1/2024

Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
2	WM-RFID-GATE 3D-R-U 1-Aisle (B) 1 YR MAINTENANCE: EnvisionWare MASTER SERIES ULTRA TRANSPARENT RFID Gates (1-Aisle), Version B	12		Main (shipping)	\$607.92	\$1,215.84	6/1/2024 5/31/2025	Maint.
1	WM-EER-Architect License (01) 1 YR MAINTENANCE: EnvisionWare Enterprise Reporter - Additional Archived Licenses	12		Main (shipping)	\$373.92	\$373.92	6/1/2024 5/31/2025	Maint.
13	WM-RFID Software Suite 1 YR MAINTENANCE: EnvisionWare RFID Software Suite	12		Main (shipping)	\$102.14	\$1,327.82	6/1/2024 5/31/2025	Maint.
4	WM-CBA-VU *USD 3T PC 1 YR MAINTENANCE: CBA Series V PRINT MODE 3- Tube Coin & Bill Acceptor [US Currency]	12		Main (shipping)	\$307.80	\$1,231.20	6/1/2024 5/31/2025	Maint.
2	WM-SSC-X11-CPS#-BK-BK 1 YR MAINTENANCE: X11 CounterTop - Portrait Display Software Included, black on black.	12		Main (shipping)	\$746.17	\$1,492.34	6/1/2024 5/31/2025	Maint.
1	WM-ES-ENT Building Bundle (1st) 1 YR MAINTENANCE: EnvisionWare Suite First Building. Provides software coverage for first building licenses for PC Reservation and LPT One Print Management	12		Main (shipping)	\$421.71	\$421.71	6/1/2024 5/31/2025	Maint.
1	WM-EBM-ENT SW 1 YR MAINTENANCE: EnvisionWare Branch Manager (EBM) - Enterprise Edition	12		Main (shipping)	\$410.00	\$410.00	6/1/2024 5/31/2025	Maint.
4	WM-RFID-READER-KIT PL DeskPad BL-U 1 YR MAINTENANCE: EnvisionWare DeskPad RFID Reader Kit in acrylic black enclosure	12		Main (shipping)	\$54.00	\$216.00	6/1/2024 5/31/2025	Maint.



3 of 6

6/1/2024

Qty	Item	Term	Serial Numbers	Location Address	Unit Price	Amount	Start Date End Date	Renewal Category
2	WM-ES-ENT Building Bundle [Additional] 1 YR MAINTENANCE: EnvisionWare Suite Additional Buildings Provides software coverage for all additional building licenses for PC Reservation and LPTOne Print Management	12		Main (shipping)	\$135.88	\$271.76	6/1/2024 5/31/2025	Maint.
39	WM-ES-ENT Client License 1 YR MAINTENANCE: EnvisionWare Suite Client Package	12		Main (shipping)	\$14.68	\$572.52	6/1/2024 5/31/2025	Maint.
1	WM-AA-M-ENT Bundle 1 YR MAINTENANCE: Authentication and Accounting Module (AAM) - Enterprise Edition (ENT)	12		Main (shipping)	\$779.18	\$779.18	6/1/2024 5/31/2025	Maint.
2	WM-LDS COM: SW (Std)-U 1 YR MAINTENANCE: Library Document Station (LDS) Software-Only Package	12	F16Q000474, F1 60000476	Main (shipping)	\$336.43	\$672.86	6/1/2024 5/31/2025	Maint.

Subtotal	\$35,732.62
Tax	\$0.00
PST-CA	
Amt Paid	
Total	



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Legend

- **Maintenance (Maint.):** The annual amount for parts, labor and support for a purchased item
- **Subscription (Subs.):** The annual amount of a subscription that includes all costs associated with the use of a product or service
- **Prorated Item (Pro.):** An adjustment to the line above that can provide one of the following:
 - Compensation for the value of the first year warranty. Customers that make new purchases in the middle of a warranty or maintenance period are entitled to the full value of the 12-month warranty. A prorated item is added below a transaction to compensate a customer for the value of the months of warranty that would go past the next renewal date. This lowers the overall cost of the maintenance renewal for the current year.
 - An adjustment made when a customer requests a change to the annual renewal date. This occurs when a customer makes a request to adjust the annual payment date and certain items are currently set to expire later. By applying a prorated item, the value is given to the customer for the months occurring after the new renewal date. This applies only during the year that the adjustment is being made.
 - An adjustment is made where certain items were expiring on a different date and the system merged separate transactions into a common renewal date for all items. In the past, some subscriptions could not be co-terminated (adjusted for a common renewal date.) These prorations can now be used so that every item will renew at the same time.
- **One-Time Discount (One Time Disc.):** A special discount has been applied for one time

All sales subject to the standard EULA and Product Warranty provided with your products. This document is considered accepted if written communication to the contrary is not received within 7 days.



US-85644



Renewal Quotation US-85644

6/1/2024

EnvisionWare, Inc.

Remittance Slip

Pay by credit card at the Customer Center: <http://support.envisionware.com>

Make Checks Payable to our **New PAYMENT Address:**
EnvisionWare, Inc.
PO Box 931628
Atlanta, GA 31193-1628
United States

Customer 1626 Salinas Public Library
Invoice # US-85644
Amount Due
Amount Paid _____

PLEASE NOTE OUR NEW PAYMENT INFORMATION FOR ACH and EFT:
ACH / EFT Info: Bank name = Wells Fargo Bank | Account Type: Checking | Routing # 121000248 (9 digits) | Account # 4793214123 (10 digits) | SWIFT = WFBUS65 | Account name = EnvisionWare, Inc.
* FEIN: 58-2424985 * CRA/BN: 84765 5586 RT0001 * BC PST: 1055-9459 * SK PST: 2664266





Legislation Text

File #: ID#24-213, Version: 1

Amendment to the Professional Services Agreement with Wallace Group

Approve a Resolution approving an Amendment to the Professional Services Agreement between the City of Salinas and Wallace Group for additional scope with revised term and fee schedule for the Wastewater Rate Study for a not-to-exceed amount of \$63,090.00.; and approving the transfers totaling \$80,000 to CIP 9008.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, DIRECTOR

BY: ADRIANA ROBLES, CITY ENGINEER

TITLE: AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN WALLACE GROUP AND THE CITY OF SALINAS

RECOMMENDED MOTION:

A motion to approve a Resolution:

1. Approving a Amendment No. 2 to the Professional Services Agreement between the City of Salinas and Wallace Group for additional scope with revised term and fee schedule for the Wastewater Rate Study for a not-to-exceed amount of \$63,090 and authorizing the Mayor to enter into the amendment on behalf of the City; and
2. Approving the transfers of \$30,000 from 1000.50.5120-63.5400 and \$50,000 from 1000.50.5125-63.6010 to CIP 9008 (5800.50.9008-63.5400).

EXECUTIVE SUMMARY:

This Report presents an amendment to the Professional Services Agreement with Wallace Group to expand the scope of work to include a wastewater rate study to align service fees with the Council-approved Sanitary Sewer Master Plan Update and transferring necessary funds to allow the study to proceed.

BACKGROUND:

The City of Salinas owns and operates a municipal sanitary sewer collection system for the residents and businesses within its service area. The existing system is maintained through the collection of service fees administered by Monterey One Water.

On February 16th, 2021, City Council approved Resolution No. 22051 approving the Agreement for Professional Services with Wallace Group for the Sanitary Sewer Master Plan (SSMP) Update in the amount of \$588,249. On October 18, 2022, City Council approved Resolution No. 22500 approving the Revised and Restated Professional Services Agreement between the City of Salinas and Wallace Group for an amended amount of \$633,249.

On May 2, 2023, City Council adopted the Sanitary Sewer Master Plan Update through Resolution No. 22648. The SSMP Update identified over \$66 million of existing system improvements and over \$38 million of existing lift station improvements that the City is responsible to undertake. In order to have the necessary funds to make the needed improvements staff is proposing an update to the sanitary sewer (wastewater) service fees. In early 2024, Wallace Group, working with DTA, provided a nexus study to update the Sanitary Sewer Development Impact Fee. The development impact fees account only for impacts from future development on the existing system leaving the remainder of the improvements to be paid by the City.

City staff requested Wallace Group to again work with DTA to complete a Rate Study of the sanitary sewer service fees as part of their contract. The expanded work tasks include development of comprehensive financial planning and a rate model for wastewater services, review of the Rate Study for its compliance with the Sanitary Sewer Master Plan Update and City goals. The additional scope represents a not-to-exceed increase of \$63,009 to the original Agreement and an increase of 6 months to the original term per Wallace Group's proposal dated March 21, 2024.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The proposed project and agreement meet the City Council's Strategic Plan Goals of Infrastructure and Environmental Sustainability and Economic Development.

DEPARTMENTAL COORDINATION:

This project has relied on coordination between the Wastewater, GIS, Development, and Water, Waste and Energy divisions in Public Works.

FISCAL AND SUSTAINABILITY IMPACT:

The total increased cost for the additional scope of work Amendment No. 2 to the Amended and Restated Professional Services Agreement is \$63,090.

Funding for Amendment No. 2 to the Amended and Restated Professional Services Agreement is contingent upon the transfers of \$30,000 from 1000.50.5120-63.5400 and \$50,000 from 1000.50.5125-63.6010 to CIP 9008 (5800.50.9008-63.5400).

ATTACHMENTS:

Resolution

Amendment No. 2 to Agreement for Professional Services for Environmental Consultants between Wallace Group and City of Salinas

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

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AMENDED AND
RESTATED PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SALINAS AND WALLACE GROUP**

WHEREAS, the City of Salinas owns and operates a municipal sanitary sewer collection system for the residents and businesses within its service area; and

WHEREAS, the existing system is maintained through the collection of service fees administered by Monterey One Water; and

WHEREAS, on February 16, 2021, City Council approved Resolution 22051 approving the Agreement for Professional Services between Wallace Group and the City of Salinas for the Sanitary Sewer Master Plan (SSMP) Update in the amount of \$588,249.00; and

WHEREAS, on October 18, 2022, City Council approved Resolution No. 22500 approving the Revised and Restated Professional Services Agreement between the City of Salinas and Wallace Group for an amended amount of \$633,249.00; and

WHEREAS, on May 2, 2023, City Council adopted the Sanitary Sewer Master Plan Update (SSMP) through Resolution No. 22648; and

WHEREAS, the SSMP identified over \$66 million of existing system improvements and over \$38 million of existing lift station improvements that are the responsibility of the City to make; and

WHEREAS, on June 19, 2023, City of Salinas and Wallace Group agreed to Amendment No. 1 to the Revised and Restated Professional Services Agreement for the Sanitary Sewer Master Plan, extending the contract term; and

WHEREAS, in order to update the current service fees a Rate Study will need to be conducted a comprehensive financial planning and rate model for the sewer services; and

WHEREAS, the City of Salinas has determined that the proposed action is categorically exempt from environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15301).

NOW, THEREFORE, BE IT RESOLVED that the City Council approves Amendment No. 2 to the Revised and Restated Agreement for Professional Services between the City of Salinas and Wallace Group for a not-to-exceed amount of \$63,090 and authorizes the Mayor to enter into the amendment on behalf of the City; and

BE IT FURTHER RESOLVED that the City Council approves a transfer of \$30,000 from 1000.50.5120-63.5400 and \$50,000 from 1000.50.5125-63.6010 to CIP 9008 (5800.50.9008-63.5400).

PASSED AND APPROVED this 23rd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT —AMENDMENT NO. 2 TO
AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WALLACE GROUP AND CITY OF SALINAS**

This Amendment No. 2 to the Amended and Restated Agreement for Professional Services (the “Amendment”) is entered into this ____ day of _____ 2024, by and between the City of Salinas (the “City”) and Wallace Group, (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Consultant entered into an Amended and Restated Agreement for Professional Services effective October 18, 2022, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, on June 19, 2023, the City and Consultant agreed to amend the Agreement to reflect an extension of the term thereof to June 30, 2024 (“First Amended Agreement”); and

WHEREAS, the City and Consultant desire to amend the First Amended Agreement to reflect additional scope of services, additional compensation, and a term extension to December 30, 2024.

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

TERMS

The First Amended Agreement is hereby amended as follows:

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services described in Exhibits B and B1 of the First Amended Agreement are hereby amended to add the additional scope of services described in **Exhibit B2 of this Amendment No. 2** which Exhibit is attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** The term of the First Amended Agreement is hereby further extended and shall terminate on December 30, 2024, unless extended in writing by either party upon (30) days written notice.
3. **Compensation.** The total amount of compensation to be paid by the City to the Consultant under the First Amended Agreement is hereby further amended and shall not exceed **Six hundred ninety-six thousand, three hundred thirty-nine dollars (\$696,339.00).**

1. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

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

CITY OF SALINAS

Kimbley Craig, Mayor

APPROVED AS TO FORM:

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

WALLACE GROUP

Kari Wagner, PE C66026
Principal

EXHIBIT B2
ADDITIONAL SCOPE OF SERVICE AND FEE SCHEDULE



City of Salinas

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

Legislation Text

File #: ID#24-218, Version: 1

Acceptance of Internet Crimes Against Children (ICAC) Grant

Approve a Resolution authorizing the acceptance of the \$75,000 ICAC Grant and authorize the establishment of the ICAC Grant appropriation and corresponding revenue budget.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: SALINAS POLICE DEPARTMENT

FROM: JOHN C. MURRAY, ACTING CHIEF OF POLICE

BY: TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR
DIANA CALIZO, ADMINISTRATIVE ANALYST I

TITLE: ACCEPTANCE OF INTERNET CRIMES AGAINST CHILDREN
(ICAC) GRANT

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the acceptance of the \$75,000 Internet Crimes Against Children (ICAC) Grant administered by the City of San Jose, the execution of all grant-related documents by the Interim City Manager, and the establishment of the ICAC Grant appropriation of up to \$75,000 and corresponding revenue budget to support grant activities.

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution to authorize the acceptance of the \$75,000 ICAC Grant, administered by the City of San Jose, and to authorize the establishment of the grant appropriation of up to \$75,000 and corresponding revenue budget to support grant activities.

EXECUTIVE SUMMARY:

In March 2024, the Salinas Police Department was notified by the City of San Jose of the intent to award \$75,000 for training, supplies, and equipment to support the Salinas Police Department's participation in the ICAC Task Force. The Department is requesting authorization to accept this grant funding and establish an appropriation and corresponding revenue budget to support grant activities.

BACKGROUND:

The Silicon Valley Internet Crimes Against Children (ICAC) Task Force, whose fiscal agent is San Jose Police Department, is a task force organized under the aegis of the National ICAC Task Force Program. The national program is composed of 61 regional Task Force agencies representing over

5,000 federal, state, and local law enforcement agencies dedicated to investigating, prosecuting, and developing effective responses to internet crimes against children.

The (ICAC) Task Force helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This help encompasses forensic and investigative components, training and technical assistance, victim services, and community education. The ICAC program was developed in response to the increasing number of children and teenagers using the Internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims. Because ICAC members understand that arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the ICAC program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity.

The California Governor's Office of Emergency Services (Cal OES) has awarded Internet Crimes Against Children grant funds to the City of San Jose to support the Silicon Valley ICAC Task Force. The City of San Jose has agreed to allocate a grant subaward to the City of Salinas in the amount of \$75,000 to provide training, supplies, and equipment in support of Salinas Police Department's participation in the ICAC Task Force. The grant period runs from January 1, 2024, through February 28, 2025. The Resolution will authorize the acceptance of this ICAC grant and establish an appropriation and corresponding revenue budget for grant activities.

Upon approval of grant acceptance, members of the Salinas Police Department ICAC Team will evaluate needs and make decisions related to how to allocate funds for eligible training, equipment, and supplies.

POLICE COMMUNITY ADVISORY COMMITTEE:

Acting Police Chief John Murray presented grant award to the Police Community Advisory Committee on March 27, 2024. The Committee did not provide any comments or concerns in response to this grant.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

Approving the proposed Resolutions will support the City Council's Strategic Plan Goal of Public Safety.

DEPARTMENTAL COORDINATION:

The Police Department will work with the Legal Department during approval, and with the Finance Department and Information Technology Department during implementation.

FISCAL AND SUSTAINABILITY IMPACT:

Proposed funding from the ICAC Grant is \$75,000, all of which will be used for eligible training, supplies, and equipment to support the Salinas Police Department's participation in the ICAC Task Force. No matching funds are required from the City of Salinas to receive the grant funds and the Resolution authorizes the establishment of an appropriation and corresponding revenue budget to support grant activities.

ATTACHMENTS:

Resolution – ICAC Grant Acceptance
ICAC Grant Agreement/MOU

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

**A RESOLUTION AUTHORIZING ACCEPTANCE OF THE INTERNET
CRIMES AGAINST CHILDREN (ICAC) GRANT**

WHEREAS, the Salinas Police Department (SPD) has been awarded California Office of Emergency Services (Cal OES) funds via an Internet Crimes Against Children (ICAC) grant to be administered by the City of San Jose in the amount of \$75,000; and

WHEREAS, the grant will fund eligible training, supplies, and equipment to support the Salinas Police Department's participation in the Silicon Valley ICAC Task Force.

NOW THEREFORE BE IT RESOLVED that the Salinas City Council authorizes the acceptance of the ICAC grant funding in the amount of \$75,000 from the City of San Jose and further authorizes the execution of all grant acceptance documents by the Interim City Manager; and

BE IT FURTHER RESOLVED that the Salinas City Council authorizes the establishment of the ICAC Grant appropriation of up to \$75,000 and corresponding revenue budget for grant activities.

PASSED AND APPROVED this 23rd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**CITY OF SAN JOSE
POLICE DEPARTMENT
GRANT AGREEMENT**

SUMMARY PAGES

Grantee Name:	City of Salinas		
Project Name:	Internet Crimes Against Children Grant Program		
Project Description:	The California Governor's Office of Emergency Services ("Cal OES") has awarded Fiscal Year 2023 Internet Crimes Against Children grant funds to the CITY. The purpose of the project is to ensure local law enforcement agencies in the Silicon Valley Task Force are adequately equipped to investigate computer crimes that target youth. This AGREEMENT will allocate a subaward in an amount not to exceed \$75,000 to City of Salinas for training, supplies, and equipment.		
Funding Source:	Cal OES State Funds		
Grant Award for Grant Year 2024 Not to Exceed:	\$75,000		
Resolution/Authority:	RES2024-4		
Payment Terms:	See EXHIBIT D		
Agreement Term:	Start Date:	1/1/2024	End Date: 2/28/2025

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Name:	City of Salinas	San José Police Department
Address for Legal Notice:	200 Lincoln Avenue Salinas, CA 93901	201 W. Mission Street San José, CA 95110
Attention:	John C. Murray	Anthony Mata
Email Address:	johnm@ci.salinas.ca.us	Anthony.Mata@sanjoseca.gov
Telephone No:	(831) 758-7286	(408) 277-4212

Taxpayer ID:	94-6000412	
DUNS/UEI No.:	CHDWBL29G9Z5	
Type of Entity:	Government	
State of Incorporation or Residency:	California	

CONTACT INFORMATION:

GRANTEE Contract Manager:	Tonya Erickson
Title:	Police Services Administrator
Telephone No:	(831) 758-7325
Email:	tonyae@ci.salinas.ca.us

CITY Representative:	Sylvia Perez
Title:	Senior Analyst
Telephone No:	(408) 537-1617
Email:	Sylvia.Perez@sanjoseca.gov

EXHIBIT LIST:

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit A:	Scope of Services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit B:	Monitoring, Evaluation, and Reporting Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit C:	Budget Summary
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit D:	Payments to Grantee and Reporting Schedule
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit E:	General Service Requirements
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exhibit F:	Federal Funding Provisions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit G:	Insurance Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit H:	Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act *
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit I:	Retroactive Services

* Applicable if GRANTEE employees or volunteers perform services in a position i) having supervisory or disciplinary authority over minors; or ii) requiring contact with children, or as a food concessionaire or other similar licensed concessionaire.

To the extent applicable, the following grant provisions are required for this AGREEMENT:

REQUIRED LANGUAGE ATTACHMENT:

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	City of San José Funding
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Federal
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State
<input type="checkbox"/>	<input checked="" type="checkbox"/>	County
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Public Agency
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private Funding Agency

The Exhibits marked above are attached hereto and incorporated herein. I certify that I have read and hereby consent to all the terms and provisions contained in the attached AGREEMENT, including without limitation, all exhibits. Said AGREEMENT is hereby incorporated.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

CITY OF SALINAS, a political subdivision of the State of California

GRANTEE Signature: _____ Date: _____
Print Name: _____
Title: _____

Approved as to Form:

Christopher A. Callihan, City Attorney

CITY OF SAN JOSE, a California municipal corporation

SARAH ZARATE

Director, City Manager's
Office

_____ Date: _____

APPROVED AS TO FORM:

CARL B. MITCHELL

Sr. Deputy City Attorney

_____ Date: _____



CITY OF SAN JOSE
POLICE DEPARTMENT
GRANT AGREEMENT

Internet Crimes Against Children Grant Program

This GRANT AGREEMENT ("AGREEMENT") is made and entered into upon execution by CITY, and is by and between the CITY OF SAN JOSE, a California municipal corporation ("CITY"), and CITY OF SALINAS, a political subdivision of the State of California ("GRANTEE"). CITY and GRANTEE are sometimes collectively referred to as "Parties" and individually as "Party".

RECITALS

WHEREAS, on January 9, 2024, the Council of the City of San José ("City Council") adopted a resolution authorizing the CITY to enter into this AGREEMENT for the Internet Crimes Against Children ("ICAC") Grant Program ("Program"); and

WHEREAS, GRANTEE has the necessary professional expertise and skill to perform such services; and

WHEREAS, CITY desires to grant Cal OES State Funds funding for the services in this AGREEMENT to be provided by GRANTEE; and

WHEREAS, CITY's Chief of Police ("DIRECTOR"), including the DIRECTOR's authorized designees, are charged with the administration of this AGREEMENT; and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this AGREEMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to January 1, 2024; and]

WHEREAS, these Recitals are incorporated and made a part of this AGREEMENT;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to perform those services specified in **EXHIBIT A** of this AGREEMENT as follows:

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: PROGRAM COORDINATION

- A. **CITY:** The CITY'S DIRECTOR, or his or her designee, also identified on the Summary Pages, shall be the CITY official responsible for the Program and shall

render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.

- B. **GRANTEE:** GRANTEE shall identify a single project director who shall have overall responsibility for the progress and execution of this AGREEMENT ("GRANTEE Contract Manager") as also identified on the Summary Pages. Additionally, GRANTEE shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute GRANTEE Contract Manager. GRANTEE Contract Manager and GRANTEE staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.

SECTION 2: TERM OF AGREEMENT

- A. The term of this AGREEMENT ("Term") shall commence on the Start Date and shall expire on the End Date, as set forth in the Summary Pages, unless extended or sooner terminated in accordance with the terms of this AGREEMENT. Regardless of the date of execution of this AGREEMENT, this AGREEMENT is effective as of the Start Date. GRANTEE shall not receive payment for work performed prior to the Start Date.
- B. If this AGREEMENT is extended, a request to extend this AGREEMENT along with a description of the revised Scope of Services (attached hereto as **EXHIBIT A**) should be submitted by GRANTEE to the CITY no less than forty-five (45) days prior to the End Date. An extension must be set forth in a written amendment to this AGREEMENT, signed by authorized representatives of CITY and GRANTEE. Nothing herein commits or binds the CITY to extend this AGREEMENT which shall be at the sole discretion of CITY, and if additional funds are required, shall be subject to appropriation of funds by the City Council.

SECTION 3: GRANT SERVICES AND GRANT AWARD

- A. GRANTEE shall perform those services as specified in detail on **EXHIBIT A**, "Scope of Services" ("Grant Services"), which is attached hereto and incorporated herein, and shall comply with the terms and conditions of this AGREEMENT.
- B. The maximum amount the CITY will pay the GRANTEE for the Grant Services is set forth on the Summary Pages ("Grant Award").

SECTION 4: PAYMENTS

- A. CITY agrees to pay GRANTEE an amount not to exceed the amount set forth on the Summary Pages ("Grant Award"), for the services described in **EXHIBIT A**, "Scope of Services," and which payment is subject to the terms and conditions set forth in **EXHIBIT C**, "Budget Summary," and **EXHIBIT D**, "Payments to GRANTEE

and Reporting Schedule.” Any costs incurred by GRANTEE above the Grant Award shall be at GRANTEE’s sole cost and expense.

- B. GRANTEE will provide CITY with invoices or financial reports signed by the GRANTEE Contract Manager or other authorized GRANTEE representative with authority to confirm the accuracy of reported expenditures on a form approved by CITY, with applicable invoices and/or financial reports in sufficient detail to determine actual costs incurred, hours, services provided, and any indirect, overhead or administrative costs charged to the CITY.
- C. CITY will review invoices or financial reports for adherence to AGREEMENT requirements and services, and authorize and release payment to GRANTEE based upon claims submitted and within thirty (30) calendar days from receipt of invoice or financial reports and complete supporting documentation which includes but is not limited to signed timecards, personnel activity reports, paid invoices, receipts, executed contracts, signed leases, payroll records, or any other documentation to prove the costs claimed for reimbursement, provided that GRANTEE is not in default under any provisions of this AGREEMENT.
- D. CITY will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT. GRANTEE shall in no event be reimbursed for costs incurred prior to Start Date.
- E. City’s Manager or designee may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE under this AGREEMENT, or not to make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:
 - 1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this AGREEMENT;
 - 2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services;
 - 3. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Grant Services which requires CITY approval;
 - 4. If GRANTEE makes improper use of the Grant Award;
 - 5. If GRANTEE fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, GRANTEE’s failure to carry out

the Grant Services or other obligations as described in any Exhibit to this AGREEMENT; or

6. If GRANTEE submits to CITY any report which is incorrect or incomplete in any material respect, or is untimely.

SECTION 5: DEFAULT AND TERMINATION OF AGREEMENT

- A. Termination for Convenience. CITY may, through its DIRECTOR, terminate this AGREEMENT without cause by giving GRANTEE thirty (30) calendar days' written notice.
- B. Termination for Cause. Each of GRANTEE's obligations under this AGREEMENT shall be deemed material. If GRANTEE fails to perform any of its obligations under this AGREEMENT, or any other agreement with the CITY, CITY may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which CITY may exercise its right of termination:
 1. GRANTEE's breach of any of the representations or warranties contained in this AGREEMENT;
 2. The occurrence of any of the events set forth in Section 4 for suspension or termination of CITY's payment of the Grant Award.
- C. Termination for Unavailability of Funds. In the event of reduction, suspension, discontinuance or other unavailability of funds, CITY unilaterally may take appropriate action(s) including, but not limited to, immediately canceling or reducing existing service authorization, stopping or reducing further referrals of individuals, and/or reducing the maximum dollar amount of this AGREEMENT. CITY shall give GRANTEE no less than sixty (60) business days' advance written notice of the action(s) CITY intends to take as a result of the unavailability of funds. CITY shall not be liable for start-up costs, or lost profits in the event of early termination.
- D. In the event of termination under this Section 5, GRANTEE shall have the following obligations:

1. No later than thirty (30) days following the date of termination, GRANTEE shall refund to CITY any unused portion of the Grant Award, included interest accrued, except that GRANTEE shall have no obligation to refund to CITY any portion of the Grant Award that was distributed in accordance with the terms of the AGREEMENT. GRANTEE shall also provide CITY with a written report detailing the expenditures, if any, from the Grant Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to CITY any portion of the Grant Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination.

Nothing in this AGREEMENT shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this AGREEMENT. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination.

2. Upon termination, GRANTEE shall immediately deliver to CITY any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subcontractor, if any, under this AGREEMENT.
- E. Nothing in this AGREEMENT shall be construed so as to deprive CITY of its rights and remedies at law or in equity against GRANTEE.
- F. The DIRECTOR is authorized to terminate this AGREEMENT on CITY's behalf.
- G. If the term of this AGREEMENT is more than three hundred and sixty-five (365) days, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the City Council, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated by June 30 of any year, this AGREEMENT will automatically terminate, effective June 30.
- H. CITY may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this AGREEMENT.

SECTION 6: ACCOUNTING AND FINANCIAL RECORDS

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of Grant Services, an adequate accounting system in accordance with generally accepted accounting principles and standards and acceptable to the

DIRECTOR covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this AGREEMENT. GRANTEE shall maintain its accounting system and shall provide CITY with reports that separate costs and expenses incurred by GRANTEE with CITY funds as distinguished from costs and expenses paid for from other funding sources.

SECTION 7: REPORTING REQUIREMENTS

GRANTEE shall submit reports related to GRANTEE's performance under this AGREEMENT prepared in accordance with **EXHIBIT B** and, to the extent applicable, on the schedule specified in **EXHIBIT D**. The format of the reports shall be as provided in this AGREEMENT unless otherwise directed by the DIRECTOR. A final report shall be delivered to CITY prior to expiration of this AGREEMENT, as may be further described in **EXHIBIT B**.

SECTION 8: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS

- A. GRANTEE agrees that the CITY's Manager, Auditor, Attorney or the DIRECTOR, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this AGREEMENT, including the right to audit, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall cooperate with CITY in such audit, examination, further review and shall provide CITY with access to GRANTEE's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.
- B. GRANTEE shall comply with any audits by appropriate monitoring agencies at GRANTEE's sole expense. GRANTEE shall submit an audit report within thirty (30) days in the event the AGREEMENT is terminated, voluntarily or involuntarily, before the end of the term. GRANTEE shall pay to CITY, from neither CITY nor federal funds, the full amount of liability resulting from disallowances or other audit or monitoring exceptions which are attributed to GRANTEE's error, omission, or violation of any provision of this AGREEMENT.
- C. **EXHIBIT B**, "Monitoring, Evaluation, and Reporting Requirements," may set forth additional standards regarding the CITY's right to audit, and GRANTEE's obligation to deliver to the CITY reports which may include audited financial reports. GRANTEE further agrees that GRANTEE shall preserve all records related to the performance of this AGREEMENT and that CITY's right to examine or audit the GRANTEE's records, facilities or activities shall continue as specified in **EXHIBIT B**.

SECTION 9: CITY ACKNOWLEDGMENT

GRANTEE shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding Grant Services, the Grant Award or this AGREEMENT.

SECTION 10: INSURANCE

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT G**, "Insurance Requirements," which is attached and incorporated herein, not later than the date of execution of this AGREEMENT and to maintain such policies throughout the term of this AGREEMENT. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the CITY as to form and content. These requirements may not be amended or waived unless approved in writing by the CITY's Risk Manager. GRANTEE agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this AGREEMENT.

SECTION 11: INDEMNIFICATION AND HOLD HARMLESS

- A. GRANTEE shall defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all claims, loss, demands, causes of action, or liabilities arising from, in whole or in part, directly or indirectly, GRANTEE's acts or omissions under this AGREEMENT. In any action or claim against CITY in which GRANTEE is defending CITY, CITY shall have the right to approve legal counsel providing CITY's defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of CITY's property, except as may be caused by the CITY's sole, active negligence or willful misconduct.
- B. The GRANTEE's obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 12: NOTICES

- A. Any communication or notice to either Party shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile, or electronic mail, to the respective Parties addressed as referenced on the Summary Pages of this AGREEMENT. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.
- B. Either Party may change its address by sending written notice of the new address to the other Party pursuant to this Section 12.

SECTION 13: AMENDMENTS

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT and any such adjustment to this AGREEMENT shall be effective only upon the mutual AGREEMENT in writing of the authorized representatives of the Parties.

SECTION 14: COMPLIANCE WITH LAWS/NONDISCRIMINATION

- A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CITY policies.
- B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnicity or national origin in connection with or related to the performance of this AGREEMENT.
- C. GRANTEE shall fully implement and comply with its CITY-approved Language Access Plan to ensure that Limited English Proficient clients have equal access to community programs and services.
- D. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this AGREEMENT prior to the date of commencement, including, but not limited to a City of San José business tax certificate or exemption, if applicable, with the CITY's Finance Department to operate in the CITY. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.
- E. GRANTEE shall comply with the provisions of CITY's Business Tax Ordinance in Chapter 4.76 of the San José Municipal Code. Moreover, neither CITY nor GRANTEE shall make any payments that would be in violation of any law existing during the term of this AGREEMENT, including but not limited to any maximum amount of administrative fee(s).
- F. In the event there are conflicting terms in this AGREEMENT or if the terms of this AGREEMENT conflict with laws existing during the term of this AGREEMENT the stricter terms shall take precedent over the more lenient, unless otherwise stated. The following examples are intended to provide clarity on this point: (i) if the maximum administrative fee allowed under the agreement is ten (10%), but federal law allows for only seven (7%), then the stricter seven (7%) maximum under federal law would govern; or, (ii) if the agreement provides GRANTEE retain records for five (5) years, but the federal regulations are amended during the term to be seven (7) years, then the stricter seven (7) year retention requirement governs.

SECTION 15: RELATIONSHIP OF PARTIES/INDEPENDENT CONTRACTOR

- A. It is understood and agreed that GRANTEE in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.
- B. The Parties agree that GRANTEE and GRANTEE's employees, in the performance of this AGREEMENT, shall be at all times independent contractors and not agents or employees of the CITY, and that GRANTEE and GRANTEE's employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the CITY, or any compensation other than as prescribed herein, and GRANTEE and GRANTEE's employees expressly waive any claim it/they may have to any such rights.
- C. Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture, or employment between GRANTEE and CITY. Each Party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other Party in any way.

SECTION 16: WAIVER

- A. In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by CITY of any breach of covenants or conditions of this AGREEMENT or any default which may then exist on the part of GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to CITY with respect to such breach or default.
- B. The waiver by any Party of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this AGREEMENT.

SECTION 17: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

GRANTEE represents and warrants that it has the authority to enter into this AGREEMENT. GRANTEE further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on GRANTEE's behalf.

SECTION 18: INTEGRATED DOCUMENT

This AGREEMENT, including the Summary Pages and any exhibits, are incorporated herein and embody the entire AGREEMENT between CITY and GRANTEE. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY. In the event that the terms specified in the Summary Pages or any of the Exhibits and Certifications attached hereto conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control.

SECTION 19: SEVERABILITY OF PROVISIONS

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affects the purpose of this AGREEMENT, then the Parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either Party may terminate this AGREEMENT. In the event of termination, the provisions of Section 5 as related to repayment of the Grant Award shall apply.

SECTION 20: VENUE

The Parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this AGREEMENT, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 21: CONFLICT OF INTEREST

GRANTEE shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, et seq.), with the conflict of interest provisions of Government Code Section 1090 et seq. and with the CITY's Code of Ethics, set forth in City Council policy 0-15. GRANTEE shall promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 22: RELIGIOUS/POLITICAL ACTIVITIES

- A. GRANTEE shall not expend any portion of the Grant Award to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this Section 22, shall be deemed a disallowed cost.
- B. GRANTEE shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 23: ASSIGNABILITY

The Parties agree that the expertise and experience of GRANTEE are material considerations for this AGREEMENT. Unless specifically authorized by this AGREEMENT, GRANTEE may not assign the performance of any obligation or interest under this AGREEMENT, including subcontracting, without the prior written consent of CITY. Any attempt by GRANTEE to assign this AGREEMENT, in violation of this Section 23, will be voidable at CITY's sole option. In the event CITY determines that any of the rights, duties or obligations under this AGREEMENT have been subcontracted or assigned to another vendor or grantee by GRANTEE, without the written consent of CITY, then CITY may exercise its right to take any appropriate remedy identified in Section 5, "Default and Termination of Agreement," including without limitation, termination of the entire AGREEMENT.

SECTION 24: SUBCONTRACTS

- A. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.
- B. GRANTEE will monitor the subcontractor(s) to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.
- C. GRANTEE will assure that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and will provide copies of such to CITY.
- D. GRANTEE will provide CITY with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.
- E. CITY has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this AGREEMENT.

SECTION 25: EMPLOYEES/VOLUNTEERS

- A. Any and all personnel employed or volunteers retained by GRANTEE in conducting the operations of GRANTEE's Program shall be qualified to perform the duties assigned to them by GRANTEE.
- B. GRANTEE shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Sections 5164. GRANTEE shall fully indemnify, defend, and hold harmless CITY for any such hiring. GRANTEE shall notify CITY in writing of any violation of this provision as soon as is reasonably practicable.
- C. GRANTEE shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the tuberculosis (TB) testing requirements set forth in Section 5163 of the California Public Resources Code.
- D. Regardless of whether services have been provided prior to full execution of this AGREEMENT, GRANTEE certifies to the CITY that all services were provided in full compliance with the terms and provisions of this AGREEMENT.
- E. To give effect to California Public Resources Code Sections 5163 and 5164, GRANTEE shall follow the procedures contained in **EXHIBIT H** attached hereto. In the event GRANTEE chooses a different national criminal database for complying with the Federal Bureau of Investigation (FBI) requirement for background checks, then such alternative database shall be subject to the CITY's prior written approval.

SECTION 26: GRANTEE'S FINANCIALS

- A. City Council requires that each non-profit organization receiving Three Hundred Fifty Thousand Dollars (\$350,000) or more in funds from the CITY (in the aggregate) during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within one hundred fifty (150) days from the end of the non-profit's fiscal year (which period may be extended by the CITY's Manager based upon a showing of hardship or other good cause) and must be submitted to the CITY's Police Department and posted at the GRANTEE's website at an easily accessible location. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the CITY.

- B. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the CITY, which provide for the payment of an aggregate amount that equals or exceeds Three Hundred Fifty Thousand Dollars (\$350,000) in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of Three Hundred Fifty Thousand Dollars (\$350,000). The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendments to such agreements brings the total annual funding to equal or exceed Three Hundred Fifty Thousand Dollars (\$350,000), and also to any other agreements with the CITY that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.
- C. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY which provide for grants and/or subsidies from the CITY in an aggregate amount equaling or exceeding Three Hundred Fifty Thousand Dollars (\$350,000). Without limitation of any other remedy, GRANTEE's failure to comply with this requirement may be taken into consideration when evaluating GRANTEE's request for future grant funds or subsidies.
- D. Organizations receiving an aggregate amount of Twenty-Five Thousand Dollars (\$25,000) or more in funds from the CITY during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and submit via the CITY's WebGrants grant management system, ("WebGrants"), a completed Financial Dashboard. CITY's project director will provide a CITY approved Financial Dashboard template upon request. The Financial Dashboard must be submitted via WebGrants within six (6) months from the end of GRANTEE'S fiscal year. This includes the GRANTEE's previous fiscal year, if that year ended within six (6) months of the commencement of this AGREEMENT.

SECTION 27: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- A. GRANTEE agrees that, in the performance of this AGREEMENT, GRANTEE shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the CITY's website at the following link: <https://www.sanjoseca.gov/home/showdocument?id=12833>.
- B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.).
2. Use of Energy Star Compliant equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.).
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 28: GIFTS

- A. GRANTEE is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the CITY Municipal Code.
- B. GRANTEE agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by GRANTEE. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in Section 5 of this AGREEMENT.

SECTION 29: DISQUALIFICATION OF FORMER EMPLOYEES

GRANTEE is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the CITY Municipal Code ("Revolving Door Ordinance"). GRANTEE shall not utilize either directly or indirectly any officer, employee or agent of GRANTEE to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 30: NO THIRD PARTY RIGHTS

This AGREEMENT does not constitute a binding commitment to any client or agency except CITY and GRANTEE. No third party rights are created for clients or other individuals.

SECTION 31: OWNERSHIP OF MATERIALS; APPLICANT/CLIENT REPORTS

GRANTEE agrees that it shall provide to CITY information regarding applicants or clients who applied for or received services under this AGREEMENT as needed for reporting and tracking required by applicable federal and state laws. Such information shall be reported in a format that does not identify the individual applicant or client. Training

information or reports assembled by CITY from information provided by GRANTEE including, but not limited to, the number of clients enrolled; the number of clients that have completed training; and the number of clients who have entered employment in the area in which they have been trained is the property of CITY without restriction or limitation upon their use including the publication of such information.

SECTION 32: RECORDS

GRANTEE shall be solely responsible to implement internal controls and record keeping procedures that comply with this AGREEMENT and all applicable laws. GRANTEE's administrative, programmatic and financial records pertaining to the Program, or the AGREEMENT collectively, must sufficiently support the determination that expenditures are allowable. GRANTEE shall retain all records pertinent to this AGREEMENT for a period of five (5) years from the date of final payment for each fiscal year. GRANTEE shall retain such records beyond five (5) years so long as any litigation, audit, dispute or claim is pending.

SECTION 33: MISCELLANEOUS

- A. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only.
- B. Where this AGREEMENT refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.
- C. This AGREEMENT may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- D. Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

EXHIBIT A

SCOPE OF SERVICES

GRANTEE will provide the services as described in this EXHIBIT.

In the event GRANTEE desires to modify the Scope of Services, GRANTEE shall apply to CITY in writing setting forth the requested modifications. CITY shall have the authority to approve the following categories of modifications, by letter signed by the CITY, without the necessity of a formal written amendment to this AGREEMENT:

1. Modifications to the times and dates of Scope of Services which do not affect the total units of services ("UOS") to be provided; or
2. Modifications to the location of the services provided so long as the proposed location will serve the same target population and is consistent with the Grant Allocation Plan, if applicable; or
3. The total number of UOS is reduced by an amount not to exceed ten percent (10%) of the UOS specified in the UOS Workbook.

A. Period of Service.

The Grant Services will commence on January 1, 2024 and continue through February 28, 2025.

B. Description of Services

In accordance with the provisions of the AGREEMENT and all rules and regulations pertaining thereto, GRANTEE shall use the Grant Program funds to procure training, supplies and equipment for the Silicon Valley Internet Crimes Against Children Task Force (SVICAC). The purpose of the SVICAC Task Force is to identify, apprehend, and prosecute Internet sexual predators who exploit children using computers, and to sponsor community education efforts regarding the prevention of internet crimes against children. The SVICAC Task Force expands across 11 different counties within the peninsula. All participating agencies acknowledge that the SVICAC Task Force is a joint operation in which all agencies act as partners in a joint effort to address internet crimes against children. The purchases under this agreement will consist of, but not limited to, training, evidence processing equipment, and operational equipment that will support in assisting jurisdictions in the southern part of the task force region with investigation.

EXHIBIT B
PROCUREMENT, MONITORING, AND REPORTING REQUIREMENTS

A. Fiscal Responsibilities of GRANTEE:

GRANTEE shall:

1. Appoint and submit to CITY the name of a fiscal contact who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
2. Establish and maintain a system of accounts that shall conform to generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation, evidencing in proper detail the nature and propriety of all charges.
4. Submit quarterly financial reports at the end of each quarter as outlined in **EXHIBIT D** in such form as CITY shall require.
5. Certify insurability subject to CITY approval as outlined in **EXHIBIT G**.
6. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT.

B. Records, Reports and Audits of GRANTEE:

1. **Establishment and Maintenance of Records.** GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
 - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this AGREEMENT; and
 - b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.

2. Preservation of Records. GRANTEE shall preserve and make available its records:
 - a. for the period of five (5) years from the date of final payment to GRANTEE under this AGREEMENT; or
 - b. for such longer period, if any, as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting final settlement.
3. Examination of Records and Facilities. At any time during normal business hours, upon advance written notice and as often as may be deemed necessary, GRANTEE agrees that CITY, and/or any of its respective authorized representatives shall have access to and the right to examine any of its plants, offices and/or facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT. GRANTEE also agrees that the CITY, or any of its authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT. CITY may examine records or facilities pursuant to this Section throughout the term of this AGREEMENT and
 - a. for a period of five (5) years after final payment under this AGREEMENT; or,
 - b. for such longer period as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting settlement.
4. Audits.
 - a. Independent Audits.
 - (1) If required by CITY's Grant Manager, GRANTEE shall submit an agency audit that conforms to generally accepted auditing standards and that includes the following components:
 - A. Balance Sheet or Statement of Financial Position;
 - B. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement of Activities;

- C. Statement of Functional Expenses;
- D. Independent Auditor's Report. If the audit includes a Management Letter, this must also be submitted to the CITY.
- E. Schedule of Government Financial Assistance which identifies the gross amounts of grants obtained from the CITY and other governmental sources and shows the amount received and disbursed under each grant during the audited fiscal year; and
- F. Report on Compliance and on Internal Control over Financial Reporting based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards indicating that a review of internal controls was performed and identifying material weaknesses and/or reportable conditions, if any.

Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of the GRANTEE's cost of the audit, if required.

- (2) If GRANTEE expends \$750,000 or more in a year in Federal awards, GRANTEE shall submit an audit report that conforms to the requirements of 2 C.F.R. Part 200, Subpart F, "Audit Requirements". Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of the GRANTEE's cost of a 2 C.F.R. Part 200, Subpart F independent audit, if required.
- (3) The GRANTEE's contract with its independent auditor shall require that the audit ascertains and determines that no services provided by the GRANTEE under this AGREEMENT are duplicative of services provided to another agency from which GRANTEE receives funding and are not being reimbursed from funding received from another agency.
- (4) GRANTEE shall also submit a written agency management response to the findings of the Internal Control Report, if required.
- (5) GRANTEE shall obtain three (3) bids for an outside auditor to conduct the agency audit. The AGREEMENT with an outside auditor can span a term of multiple years but it is highly

recommended that the GRANTEE rotate independent auditors every three years.

- (6) GRANTEE shall enter into an AGREEMENT with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for a financial and compliance audit of GRANTEE's Fiscal Years that are covered by this AGREEMENT. The written AGREEMENT may be in the form of an engagement letter prepared by the auditor and approved by GRANTEE.
- (7) An audit report must be completed and posted in PDF format on WebGrants within six months of the end of each of the GRANTEE's Fiscal Years covered by this AGREEMENT. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, GRANTEE shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.
- (8) Should GRANTEE not enter into an AGREEMENT with an outside auditor or should an audit not be done on a timely basis, the CITY, at its discretion, may enter into an AGREEMENT with an independent auditor to do the audit at GRANTEE's expense.
- (9) The GRANTEE shall submit to the CITY copies of management letters the auditor prepares for the GRANTEE as part of the audit engagement.
- (10) All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. GRANTEE must have Auditor's proof of current licensing on file in GRANTEE's office. GRANTEE must submit to the CITY's Police Department, Administrative Services Division a copy of Auditor's certification to practice in California with the audit.

- b. CITY Audits. The CITY may perform an independent audit. Such audits may cover programmatic as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such audits will be borne by the CITY.

- c. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings that may lead to disallowed costs. CITY shall make the final determination of disallowed costs.
- d. GRANTEE shall not adjust any line item expenditures in the Budget Summary (**EXHIBIT C**) by more than ten percent (10%) without the prior approval of the CITY. GRANTEE shall make such requests for the line item adjustments in writing to the CITY. Failure to do so, may at CITY's option, result in disallowed costs.

C. Monitoring and Evaluation

1. GRANTEE agrees to cooperate with CITY on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting, data collection, and evaluation requirements established by CITY, including but not limited to; submission of reports as outlined in this AGREEMENT.
2. **Desk Reviews/ Site Visits:** GRANTEE shall cooperate with desk reviews and visits from the CITY for the purpose of verifying the implementation of funded projects, interviewing staff, and/or verifying supporting documentation.
3. **Data Collection:** GRANTEE agrees to perform ongoing data collection that includes but not limited to, training records, training certificates, equipment invoices, supplies, and sharing in accordance with CITY process to ensure effective service delivery in compliance with this AGREEMENT.
4. **Equipment Identification and Records:** GRANTEE shall maintain a readily identifiable inventory of the procured equipment and supplies. Supplies and equipment must be noted in a log containing the following information for as long as they are owned by the Subrecipient. Equipment records must contain the following information:
 - A description of the property.
 - Serial number, or other identification number.
 - Source of the property.
 - Identification of the title holder.

D. Reporting

1. **Quarterly Performance and Fiscal Reports:** GRANTEE shall submit quarterly reports or other specific fiscal or reporting requirements regarding

GRANTEE's performance of the Grant Services in accordance with the schedule set forth in **EXHIBIT D**. The quarterly reports must be on a form approved by CITY.

EXHIBIT C
BUDGET SUMMARY

A. Personnel Costs

Description	CITY Funding	Other Funding for Program	Budget Narrative Explanation (Include a brief description of the position)		
Total Salaries	\$0.00				
Fringe Benefits	\$0.00				
TOTAL PERSONNEL COSTS	\$0.00				

B. Operating Costs

Description	CITY Funding	Other Funding for Program	Budget Narrative Explanation (Include a brief description of the expense)		
Training and Equipment	\$75,000		Funds will be used to procure equipment for evidence processing and operations to support the program		
Total Personnel Costs	\$0.00				
Total Operating Costs	\$75,000				
TOTAL PROGRAM COSTS	\$75,000				

EXHIBIT D
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE

Payment shall be made as stated in the following schedule, subject to GRANTEE's satisfactory performance of this AGREEMENT.

- A. GRANTEE shall submit invoices to the CITY no later than fifteen (15) days following the end of each month. GRANTEE shall provide quarterly activity reports and other suitable documentation acceptable by the CITY that may include, but not limited to, invoices, packing slips, copy of purchase orders, equipment asset list, transaction general ledger, and proof of payment.
- B. Payment of the Grant Award shall be made quarterly, subject to GRANTEE's satisfactory performance of this AGREEMENT.
- C. Upon receipt of a quarterly invoice and supporting documentation acceptable to CITY, payments shall be made in accordance with the approved project budget.

EXHIBIT E
GENERAL SERVICE REQUIREMENTS
(Special Grant Requirements)

This Grant Award is subject to the Cal OES 2023 Subrecipient Handbook, located at https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/2023_Subrecipient_Handbook.pdf . Subrecipients must administer their subawards in accordance with these administrative and fiscal requirements.

- Part 1. Grant Subaward Terminology and General Requirements
- Part 2. Subrecipient Policy and Certification Requirements
- Part 3. Personnel and Personnel Costs Requirements
- Part 4. Operating Costs Requirements
- Part 5. Equipment and Equipment Costs Requirements
- Part 6. Contract and Procurement Requirements
- Part 7. Operational Agreement and Second-Tier Subaward Requirements
- Part 8. Intellectual Property, Copyright, and Patent Requirements
- Part 9. Financial Tracking and Reporting Requirements
- Part 10. Grant Subaward Amendment and Modification Requirements
- Part 11. Reporting Activities and Achievements Requirements
- Part 12. Records Requirements
- Part 13. Monitoring Processes and Requirements
- Part 14. Audit Requirements
- Part 15. Closeout Process and Requirements

EXHIBIT F
FEDERAL FUNDING PROVISIONS

(Intentionally Omitted)

EXHIBIT G
INSURANCE REQUIREMENTS

GRANTEE, at GRANTEE's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the applicable statute and Employers Liability limits of \$1,000,000 per accident; and

4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ aggregate limit.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE.
- b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (10) days' prior written notice has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

GRANTEE shall furnish CITY with certificates of insurance and copies of endorsements affecting coverage required by this AGREEMENT. The certificates and copies of endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

Certificate Holder
City of San José—Finance
Risk Management
200 East Santa Clara Street, 13th Floor Tower
San José, CA 95113-1905

G. Subcontractors

GRANTEE shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT H
EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH
CHILD ABUSE AND NEGLECT REPORTING ACT

If GRANTEE provides services involving minors, and as a CITY-approved method of complying with the provisions contained in this AGREEMENT, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice **and** an FBI criminal database or equivalent national database as approved in writing by GRANTEE's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et. seq.* Additionally, GRANTEE certifies to the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164 (copy attached).

CITY and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this AGREEMENT, GRANTEE shall maintain and make available to CITY, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this AGREEMENT unsupervised and further GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. GRANTEE shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by GRANTEE shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this AGREEMENT, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, GRANTEE shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this AGREEMENT. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this Section 2.

3. That no person paid or unpaid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this AGREEMENT and every four (4) years thereafter, if the term of this AGREEMENT exceeds four (4) years. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each certificate of clearance ("Certificate") for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.
4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

I, the GRANTEE by signing below verify that I have read and agree to the above:

Signature

Date

Please Print or Type Name of Organization

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164. (a)(1) A county, city, city and county, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, city and county, or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of an offense specified in paragraph (2).

(2)(A) Violations or attempted violation of Section 220, 261.5, former Section 262, 273a, 273d, or 273.5 of the Penal Code, or a sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) A felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) A felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of an offense specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, an offense specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or an offense specified in subdivision (c) of Section 667.5 of the Penal Code, provided that a record of a misdemeanor conviction shall not be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this Section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b)(1) To give effect to this Section, a county, city, city and county, or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of an offense specified in subdivision (a). The county, city, city and county, or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over a minor, for that person's criminal background.

(2) A local agency request for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. A fee shall not be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district's costs attributable to the requirements imposed by this section.

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

“Certificate” means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this Section.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

5163.4. Nothing in Section 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

EXHIBIT I
RETROACTIVE SERVICES

The term of this AGREEMENT shall be retroactive from January 1, 2024 and shall continue through February 28, 2025. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this AGREEMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to January 1, 2024.



City of Salinas

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

Legislation Text

File #: ID#24-219, Version: 1

Direct Purchase of FSIS-II Color Lab System

Approve a Resolution authorizing the direct purchase of the FSIS-II Color Lab System from Arrowhead Forensics for a total cost not to exceed \$87,623.84.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: SALINAS POLICE DEPARTMENT

FROM: JOHN C. MURRAY, ACTING CHIEF OF POLICE

BY: TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR
DIANA CALIZO, ADMINISTRATIVE ANALYST I

TITLE: DIRECT PURCHASE OF FSIS-II COLOR LAB SYSTEM

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the Interim City Manager to approve the direct purchase of the FSIS-II Color Lab System from Arrowhead Forensics for a total cost not to exceed \$87,623.84.

RECOMMENDATION:

Staff recommends that City Council approve the direct purchase of the FSIS-II Color Lab System from Arrowhead Forensics for a total cost not to exceed \$87,623.84.

EXECUTIVE SUMMARY:

The Salinas Police Department (SPD) is requesting the purchase of a replacement Alternative Light Source machine for the Crime Lab as the current unit no longer works. The current Alternative Light Source machine in the Crime Lab was manufactured in 1995 and is no longer being made. SPD is requesting the purchase of the FSIS-II Color Lab System, as it is an all-in-one system with a built-in camera and computer system. The FSIS-II will play a crucial role in locating fingerprints and other biological evidence on items that would otherwise be difficult to identify. This equipment allows for hands-free use and offers the maximum level of clarity and quality of images.

BACKGROUND:

The Salinas Police Department Crime Lab needs to replace the current Alternative Light Source machine used for locating fingerprints. Since March of 2024, we have not been able to use the Alternative Light Source machine because it has reached the end of its service life. It was manufactured in 1995 and there is no ability to make repairs due to the equipment no longer being

made. This makes it imperative that we secure a new FSIS-II Color Lab System from Arrowhead Forensics.

We have contacted Arrowhead Forensics and received a quote for a FSIS-II Color Lab System. The new system offers a hands-free image capture with the integrated foot pedal and a mounted UV light, which will allow us to maximize the efficiency and results. The FSIS-II's key feature is the ability to capture untreated latent prints at high resolution. While other machines are similar, the FSIS-II is the only system that has full-spectrum capability to view and capture color images of altered documents and other biological evidence on items that would otherwise be difficult to identify.

Arrowhead Forensics is the sole manufacturer and developer of the FSIS-II Color Lab System. There are no local vendors available to provide this equipment. The City Council has the authority to approve this direct purchase under Salinas Municipal code Section 12-27 and without application of the local purchasing preference pursuant to Salinas Municipal Code Section 12-28.080.

POLICE COMMUNITY ADVISORY COMMITTEE:

Acting Police Chief John Murray discussed this purchase with members of the Police Community Advisory Committee during their meeting on March 27, 2024. The Committee did not provide any comments or concerns in response to this proposed purchase.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

Approving the purchase will support the City Council's Strategic Plan Goal of Public Safety and Effective and Culturally Responsive Government.

DEPARTMENTAL COORDINATION:

The Police Department will coordinate with the Finance Department, including Information Technology, during the purchasing process.

FISCAL AND SUSTAINABILITY IMPACT:

Funds are appropriated and available within the Police Department's Crime Scene Investigations (CSI) Equipment budget, account 1000.40.4129-66.5000.

ATTACHMENTS:

Resolution
Quote – Arrowhead Forensics
Sole Source for FSIS-II Color Lab System

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

**RESOLUTION AUTHORIZING THE DIRECT PURCHASE OF
THE FSIS-II COLOR LAB SYSTEM**

WHEREAS, the Salinas Police Department Crime Lab needs to replace the current Alternative Light Source machine because it has reached the end of its service life; and

WHEREAS, the Salinas Police Department wishes to replace this equipment with another Alternative Light Source machine, the FSIS-II Color Lab System and has received a quote from Arrowhead Forensics for the FSIS-II Color Lab System; and

WHEREAS, the FSIS-II Color Lab System is the only system that has full-spectrum capability and there are no local vendors available and the department will be purchasing the FSIS-II Color Lab System directly from the manufacturer, Arrowhead Forensics; and

WHEREAS, the City Council can approve this purchase pursuant to Salinas Municipal Code Section 12-27 (exception to low-bid based competition) in contracting for equipment, materials, supplies and services and pursuant to Salinas Municipal Code 12-28 (local purchasing preference).

NOW, THEREFORE, BE IT RESOLVED the Salinas City Council authorizes the Interim City Manager to approve the direct purchase of the FSIS-II Color Lab System from Arrowhead Forensics, for total costs not to exceed \$87,623.84.

PASSED AND APPROVED this 23rd day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



a **Thomas Scientific, LLC** company

11006 Strang Line Rd, Lenexa, KS 66215
arrowheadforensics.com | 913-894-8388 | FEIN: 61-1853692

Quote

Date	Quote #
4/3/2024	37585

Bill To			Ship To
SALINAS POLICE DEPARTMENT ATTN: JULIANE SHARPE 312 E ALISAL ST SALINAS, CA 95004			SALINAS POLICE DEPARTMENT ATTN: JULIANE SHARPE 312 E ALISAL ST SALINAS, CA 95004
Rep	Terms	Phone Number	E-mail
DSH	Net 30	831-758-7230	

Item	Description	Qty	Cost	Total
A-FSC-1-FS-30	FSIS II COLOR LAB SYSTEM FSC 20MP COLOR CAMERA, 50MM UV LENS, 27" APPLE iMAC W/ 1TB OF STORAGE, 254NM UV LAMP, 3 POS FILTER SLIDE SET: (254NM BANDPASS FILTER, OG550 ORANGE FILTER, 830NM IR FILTER) 365NM BANDPASS FILTER, 445NM BLUE FILTER, 695NM IR FILTER, 365NM-525NM-455NM-625NM-850NM FLASHLIGHTS, WALL AND CAR CHARGER FOR FLASHLIGHTS, UNIVERSAL FILTER ADAPTER, IMAGE CAPTURING SOFTWARE, CAMERA INTERFACE CABLES, HYDRAULIC ARTICULATING ARM, FOOT PEDAL, PELICAN CASE WITH CUSTOM CUT FOAM TRAINING AND INSTALL (ON-SITE OR DIGITAL) 2 YEAR MANUFACTUER WARRANTY	1	79,990.00	79,990.00T
A-6518	SERIAL #: UV FACE SHIELD	1	0.00	0.00
Shipping	FREIGHT CHARGE (Estimate)	1	234.76	234.76
			Subtotal	\$80,224.76

THIS QUOTE IS GOOD FOR 30 DAYS FROM THIS DATE.

PLEASE REFERENCE QUOTE NUMBER WHEN PLACING ORDER.

Sales Tax (9.25%) \$7,399.08

Total \$87,623.84

JUSTIFICATION FOR SOLE SOURCE OF THE FULL SPECTRUM IMAGING SYSTEMS (FSIS)

Arrowhead Forensics is the sole source in the United States and Canada for acquiring the Full Spectrum Imaging System (FSIS) and FSIS 2 family of products. This includes the laboratory system, the mobile system, all FSIS-Color systems and the backpack kit. This would also include any custom FSIS Systems. U.S. Patent Numbers: 9294689B2, 9292726B2

There are five main reasons why the FSIS products are unique from any other forensic imagers in the world and only available from one source, Arrowhead Forensics. The details of these five features are spelled out below.

- 1.! **Integration:** Custom designed curved, textured, and 3D image capturing software, and is patented in the United States.
- 2.! **Foot Pedal Switch:** Custom algorithm, software integrated foot pedal switch for hands free photography.
- 3.! **Hydraulic Arm Mount:** Custom built for the FSIS camera for easy camera maneuvering.
- 4.! **5K Resolution Display:** Highest resolution all-in-one display in the world.
- 5.! **Complete Color Capturing: (Color Models)** Complete color photography in the visible spectrum.

Integration

The FSIS systems are the only forensic camera systems in the world with custom software enabling the examiner to view and capture 3D, textured, and round surfaces with our patent-pending "Integration" feature. This software is only available through Arrowhead Forensics. U.S. Patent Number: 9292726B2

The Integration software processes multiple video frames to produce a final still image. The final image contains more information than any single frame that was used in its construction, which results in a more detailed image of the fingerprint. The final image does not have a file size larger than that of a single frame. This software is unique in that there is no "stitching" of several images together, rather, just one photo taken, and one file saved.

The custom software allows the user to see a live view of what the camera sees.

To assist the user in choosing when to integrate single frames, a preview of the result of integrating each individual new frame with the previously integrated frames can be shown on screen and updated in real-time. This real-time image processing lets the user more quickly see the effects of changing lighting and other variables in the scene in the preview of the resultant integrated image.

ARROWHEAD FORENSICS

Arrowhead Scientific, Inc.

11006 Strang Line Road

Lenexa, Kansas 66215

www.arrowheadforensics.com

800-953-3274

913-894-8388

913-894-8399 fax



Custom Algorithm Foot Pedal Switch

The FSIS systems have a hands-free custom algorithm foot pedal switch that is designed to fully integrate with the custom software. The foot pedal allows the user to quickly and efficiently capture an image within the software by pressing the foot pedal. The benefit to this switch is to free the hands during processing so the user can continue processing the evidence without having to pause and click “save” on the software.

Hydraulic Arm Mount

The arm mount is designed specifically for the FSIS camera and comes factory calibrated to the weight of each individual camera. The arm is built with hydraulics and allows the user to swing the camera in a six-foot circumference area. This is helpful when compared to static copy stands that are not mobile and is set for the user to view and capture much larger pieces of evidence, where otherwise they would be limited to the area underneath the copy stand camera mount.

5K Resolution Display

The FSIS lab systems are equipped with a high retina 5K-resolution iMac all-in-one computer. With the FSIS having such high-resolution image capturing capability, custom software was developed. The custom software is coded to transfer the video and image data at a much higher resolution than any other forensic camera system in the world. The high resolution is possible because of our custom sensor and the removal of the Image Intensifier that has been in previous UV image capturing systems (the image was green and grainy like night vision in older systems). The photographic process is customized to output and display images at the highest resolution available on the market using the iMac product and our image capturing software.

Color Capturing (Color Models)

Our FSIS Color Models have all the same proprietary, custom, patented technology as the FSIS model but now a user can capture the image in color in the visible spectrum. No other camera in the world has invisible and color visible photography features all in one system like the FSIS.

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Technical Details of the FSIS Systems

The FSIS camera was the first camera sensitive from color wavelengths 254nm UV through 1100nm IR. This allows the inspection and photographing of multiple types of evidence including: untreated latent fingerprints, fumed fingerprints, dye-stain fingerprints, semen, urine, saliva, sweat, blood, trace, altered/questioned documents, GSR, and more. U.S. Patent Number: 9294689B2

The FSIS systems were the first forensic cameras to capture at 1000 Pixels Per Inch (PPI) resolution over an area greater than 3" by 5". This allows for rapid searching of large areas for untreated latent prints and other forensic evidence. More importantly, this resolution meets the most stringent print identification criteria as well as being able to capture an entire palm print at 1000 PPI. The FSIS can capture up to 3,500 PPI.

At this resolution the examiner can easily view and photograph ridge flow patterns including ridge formations (ridge endings, bifurcations, dots, or combinations) and ridge path deviations (ridge structure or formation, which includes ridge width, shape, pores and other details).

The FSIS systems were the first forensic cameras to have real time digital image capture. This means that when you see the image on the computer screen and push the SAVE button, or foot pedal switch, the print is digitally stored. Once the print is stored it is ready for direct input into the required database for comparison, or into digital enhancement software if necessary.

The FSIS include five different 3W Rechargeable battery powered lights (365nm UV, 455nm Blue, 525nm Green, 625nm Red and 850nm IR) and six different band-pass filters (254nm, 365nm UV, 450nm Blue, 550nm Orange, 695nm IR and 830nm IR) for complete full spectrum photography. All systems are equipped with necessary filters, lights, software and hardware for full operation after install.

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The FSIS 2

The FSIS II models are available exclusively through Arrowhead Forensics. Arrowhead is the Sole Source for all FSIS II Models. Here are some upgrades as to why the FSIS II is justified as a sole source.

- Resolution upgrade from 16MP to 20MP from FSIS to FSIS II
- Each lab system includes the all-new iMac 5K All-in-One Computer
- Windows 10 now included with each new FSIS II System
- Speed improvements in Fast Scan at up to 10X when scanning for evidence
- Real-time evidence viewing, similar to the Frames Per Second in live Television
- Upgrade to the clarity in the image when utilizing the "Gain" function in the software
- Huge improvement in speeds using the Integration "Paint by Light" curved surface photography tool
- Buy with confidence with an included 2-year warranty with each system
- HDR enhancement available in live video and image capture for greater detail in dark images
- U.S. Patent Numbers: 9294689B2, 9292726B2

Please direct any questions to the Vice President at Arrowhead Forensics, Brad Brown.

Sincerely,

Brad Brown
Vice President
913-945-1807
brad@arrowheadforensics.com
Arrowhead Forensics

ARROWHEAD FORENSICS

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US PATENT 9,294,689 B2

DIGITAL RUVIS CAMERA

Michael K. Thorsted, Spotsylvania, VA (US)

Assigned to Syntronics, LLC, Fredericksburg, VA (US)

Filed by Michael K. Thorsted, Spotsylvania, VA (US)

Filed on Oct. 20, 2014, as Appl. No. 14/518,078.

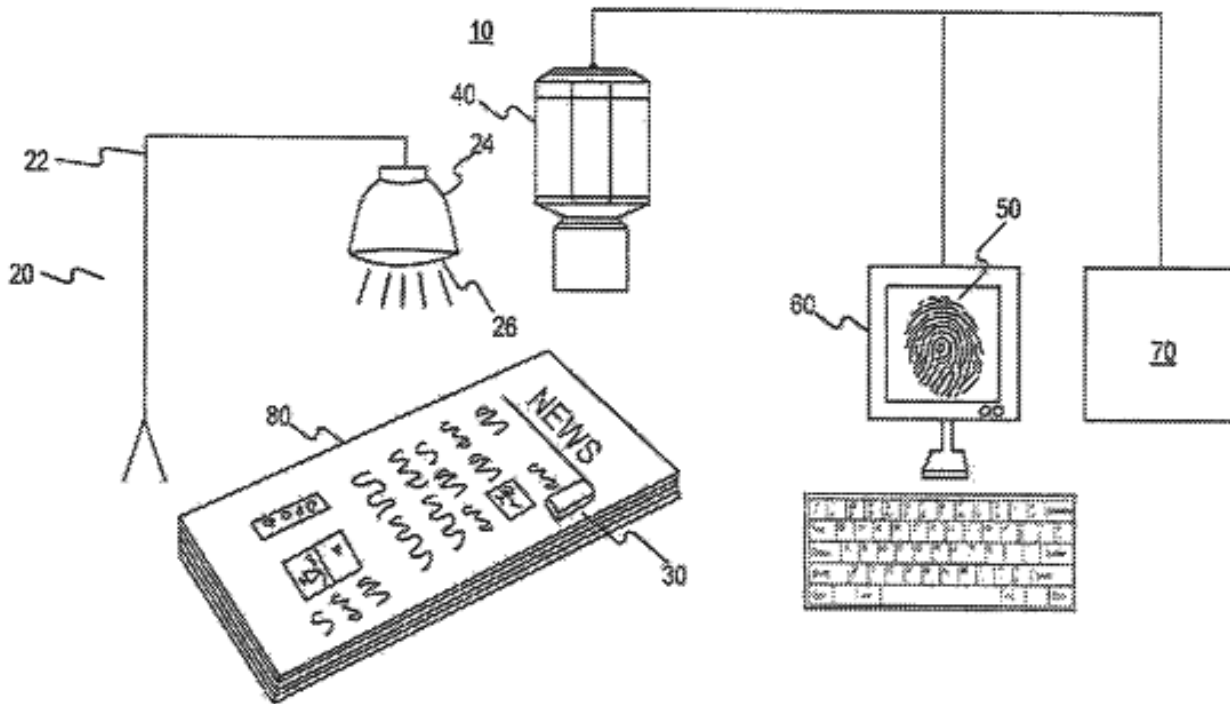
Application 14/518,078 is a continuation of application No. 14/070,328, filed on Nov. 1, 2013.

Claims priority of provisional application 61/721,667, filed on Nov. 2, 2012.

Prior Publication US 2015/0097963 A1, Apr. 9, 2015

Int. Cl. H04N 5/30 (2006.01); H04N 5/225 (2006.01)

CPC H04N 5/30 (2013.01) [H04N 5/2254 (2013.01); H04N 5/2256 (2013.01)]



12. A system for capturing ultraviolet reflectance images of a latent fingerprint on a subject, the system comprising:
an ultraviolet lamp for illuminating the subject, wherein the ultraviolet lamp has a power rating between 1 and 50 watts;
an ultraviolet sensitive camera for capturing the ultraviolet reflectance images of the latent fingerprint, the camera comprising:
a lens for receiving ultraviolet radiation reflected from the subject, wherein the lens is transmissive of at least about 90 percent of radiation having a wavelength of 254 nm;
a bandpass filter for filtering the ultraviolet radiation reflected from the subject, the bandpass filter having a passband centered at about 254 nm and having a bandwidth of about 1 nm to about 100 nm;
a full frame 35 mm format size image sensor for collecting ultraviolet radiation passed through the lens and bandpass filter and for generating an ultraviolet image output based on the collected ultraviolet radiation, wherein the image sensor is configured to sense light in at least the ultraviolet spectrum and the visible spectrum, and pixels of the image sensor have at least one dimension of about 7.4 micrometers or more; and
at least one controller configured to generate display signals based on the ultraviolet image output of the image sensor;
a display for viewing the ultraviolet reflectance images of the latent fingerprint based on the display signals generated by the at least one controller; and
a storage device configured to store data relating to the ultraviolet reflectance images of the latent fingerprint.

ARROWHEAD FORENSICS

TEL: 800.953.3274 WEB: arrowheadforensics.com E-MAIL: sales@arrowheadforensics.com

US PATENT 9,292,726 B2

SYSTEM AND METHOD FOR IMAGING EVIDENCE DEPOSITED ON CURVED SURFACES

Michael K. Thorsted, Spotsylvania, VA (US); and Ian A. Moore, Fredericksburg, VA (US)

Assigned to SYNTRONICS, LLC, Fredericksburg, VA (US)

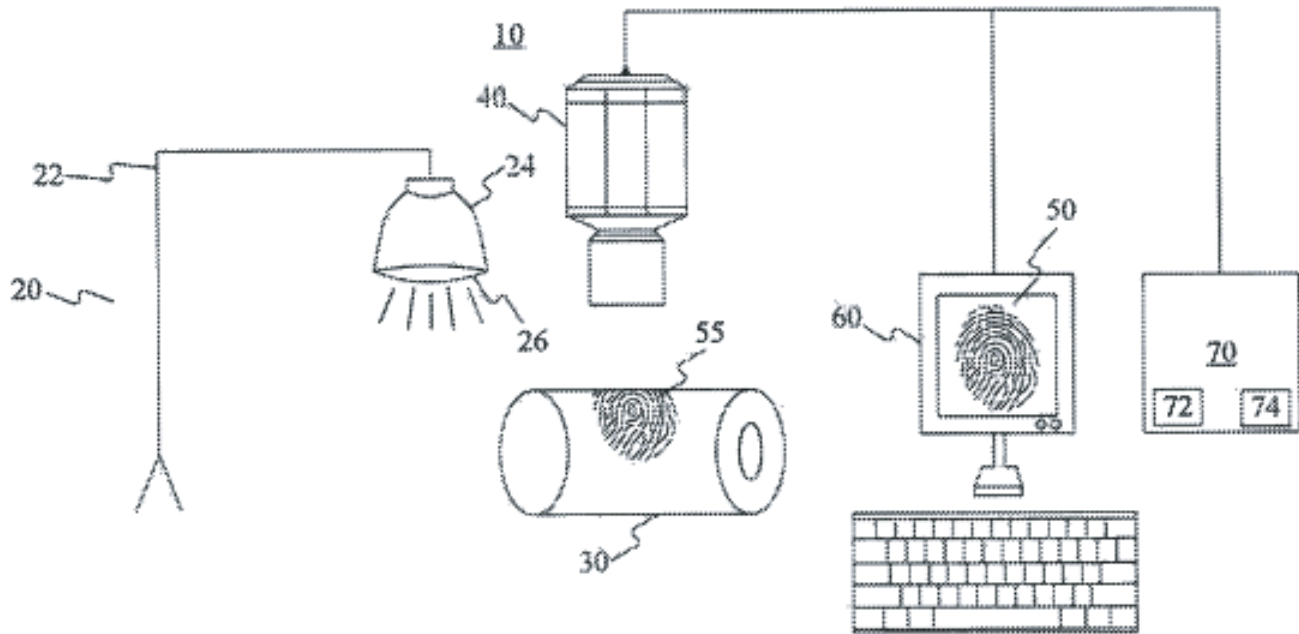
Filed by Michael K. Thorsted, Spotsylvania, VA (US); and Ian A. Moore, Fredericksburg, VA (US)

Filed on Dec. 22, 2014, as Appl. No. 14/579,254.

Claims priority of provisional application 61/919,386, filed on Dec. 20, 2013.

Prior Publication US 2015/0178545 A1, Jun. 25, 2015

Int. Cl. G06K 9/00 (2006.01)



1. A system for generating an integrated image of a fingerprint present on a curved surface of an object, the system comprising:
an imaging assembly including a light source and an image capturing device, the imaging assembly enabling selective illumination of the fingerprint on the curved surface of the object to selectively create specular reflections of different aspects of the fingerprint for capture by the image capturing device;
a memory storing a set of instructions; and
at least one processor configured to execute the set of instructions to:
receive first image information corresponding to a first image captured by the image capturing device, the first image information including pixel values for pixels of the captured first image, and wherein a first representation of the fingerprint appears within a first set of pixels of the captured first image, and the captured first image includes data representing a specular reflection from a first aspect of the fingerprint;
receive second image information corresponding to a second image captured by the image capturing device, the second image information including pixel values for pixels of the captured second image, and wherein a second representation of the fingerprint appears within a second set of pixels of the captured second image, and the captured second image includes data representing a specular reflection from a second aspect of the fingerprint, the second aspect of the fingerprint being different than the first aspect of the fingerprint, and the second set of pixels of the captured second image occupying substantially a same region of the captured second image as the first set of pixels occupies in the captured first image;
compare a first plurality of pixel values from the first set of pixels with a corresponding second plurality of pixel values from the second set of pixels;
determine, for each compared pixel, whether a selected pixel from the first set of pixels or a corresponding pixel from the second set of pixels has a higher pixel value; and
for each compared pixel, store in a pixel value set the pixel value of the selected pixel from the first set of pixels if the selected pixel has a higher pixel value than the corresponding pixel from the second set of pixels, and store in the pixel value set the pixel value of the corresponding pixel from the second set of pixels if the corresponding pixel has a higher pixel value than the selected pixel from the first set of pixels, wherein the pixel value set provides an integrated image of the fingerprint formed from detail obtained in the specular reflection from the first aspect of the fingerprint and the specular reflection from the second aspect of the fingerprint.

ARROWHEAD FORENSICS



City of Salinas

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

Legislation Text

File #: ID#24-223, Version: 1

Salinas Police and Fire 2024 Fireworks Enforcement Plan

Receive and accept the 2024 Fireworks Enforcement Plan.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: April 23, 2024

DEPARTMENT: SALINAS POLICE DEPARTMENT AND SALINAS FIRE DEPARTMENT

FROM: JOHN MURRAY, ACTING CHIEF OF POLICE
SAMUEL KLEMEK, FIRE CHIEF

TITLE: SALINAS POLICE AND FIRE 2024 FIREWORKS ENFORCEMENT PLAN

RECOMMENDED MOTION:

No motion is required with this item.

RECOMMENDATION:

No action is required for this item, so no recommendation is being made. This Report is provided for informational purposes only as required by the Salinas Municipal Code Sec. 5-02.22.

EXECUTIVE SUMMARY:

Measure C, an initiative measure approved by the voters of Salinas in June 2016, allows for the sale and use of “Safe and Sane” fireworks within the city. One component of the measure requires the Salinas Fire Department and the Salinas Police Department to present a plan outlining public education and enforcement efforts to address illegal fireworks use during the Fourth of July holiday. The plan is multifaceted and includes education, enforcement, and response elements.

BACKGROUND:

As most fireworks violations are considered misdemeanors under the law, it is a challenge to prosecute offenders under the rules of evidence and proof without eyewitness corroboration. To that end, our enforcement efforts will again focus on public involvement, education, and the city’s administrative citation process aid in making the sale and use of illegal fireworks “socially unacceptable”.

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 objectives of the SPD and SFD's plan for the Fourth of July are to support the goals of the City Council and;

1. Mitigate hazards and protect life to ensure a safe, livable community.
2. Protect property to promote economic diversity and prosperity.
3. Utilize a practical enforcement model to support an effective, sustainable government.

FISCAL AND SUSTAINABILITY IMPACT:

Costs to cover the 2024 emergency response and enforcement efforts for illegal fireworks will be paid through the 7% surcharge recovered from the sale of Safe-n-Sane fireworks and illegal fireworks citation revenue.

ATTACHMENTS:
Enforcement Plan

FIREWORKS ENFORCEMENT PLAN



Samuel Klemek, Fire Chief
John Murray, Acting Chief of Police

April 23, 2024

Provide Safety for the Public and First Responders

- Augmented police, fire, and code enforcement staff will perform citywide patrols.
- Gather evidence for administrative citations (video, photos).
- Continue efforts to change the social conscience of illegal fireworks use.

Public Outreach

- “Zero Tolerance” signage will be posted on all fireworks stands.
- Printed Fireworks Safety materials will be distributed to schools and fireworks stands.
- Fireworks Safety and Enforcement signage placed throughout the City starting June 1st

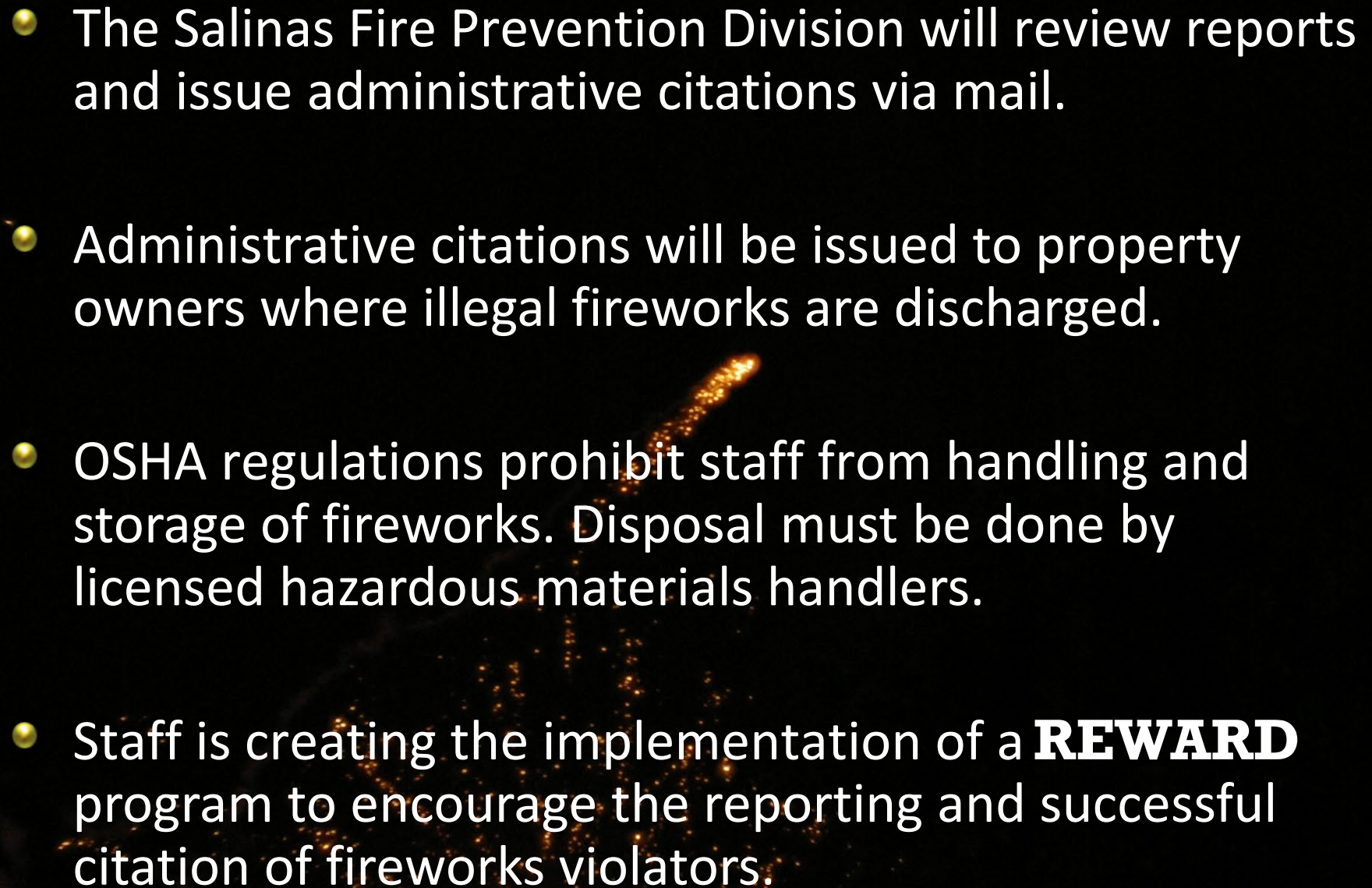
- Promotion of the City of Salinas Fireworks website www.salinastheweb.com and Salinas Connect App



- Press releases and interviews with local news outlets to spread the word about fireworks safety and the penalties for use of illegal fireworks.
- Collaboration with City of Salinas PIO and Mag One Media to continue our social media campaign

Enforcing City Laws and Ordinances

- Roaming marked and unmarked patrols units will be deployed throughout the city during the holiday period.
- SFD and SPD Drone Teams will be deployed strategically throughout the city.
- Additional Fire Department resources will be deployed for emergency responses and to assist with “observing and reporting” the use of illegal fireworks.

- 
- The Salinas Fire Prevention Division will review reports and issue administrative citations via mail.
 - Administrative citations will be issued to property owners where illegal fireworks are discharged.
 - OSHA regulations prohibit staff from handling and storage of fireworks. Disposal must be done by licensed hazardous materials handlers.
 - Staff is creating the implementation of a **REWARD** program to encourage the reporting and successful citation of fireworks violators.

Funding

- Costs to cover the 2024 emergency response and enforcement efforts for illegal fireworks will be paid through the 7% surcharge recovered from sale of Safe and Sane Fireworks Stands.
- Combined fund balances for 2023 fireworks related revenue are approximately \$ 82,000.

QUESTIONS ?





City of Salinas

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

Legislation Text

File #: ID#24-236, Version: 1

City Hall 1st Floor Build Back Project No. 8170; Change Order No. 3

Approve a Resolution authorizing the Interim City Manager to execute Change Order No. 3 and related documents to Premier Builders, Inc. for the City Hall 1st Floor Build Back Project No. 8170 in the amount of \$1,259,693; and authorize a \$250,000.00 allowance for construction contingencies for future change orders to the City Hall 1st Floor Build Back Project No. 8170; and approve reallocation of American Rescue Plan Act funds (ARPA), in the amount of \$800,000.00 to Adaptations to City Hall Project No. 8170.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, P.E., L.S., PUBLIC WORKS DIRECTOR
JIM PIA, INTERIM CITY MANAGER

BY: JONATHAN ESTEBAN, ASSISTANT ENGINEER
ADRIANA ROBLES, PE, CFM, CITY ENGINEER

TITLE: CITY HALL 1st FLOOR BUILD BACK PROJECT NO. 8170
CHANGE ORDER NO. 3

RECOMMENDED MOTION:

A motion to approve a Resolution to:

1. Authorize the Interim City Manager to execute Change Order No. 3 to Premier Builders, Inc. for the City Hall 1st Floor Build Back Project No. 8170 in the amount of \$1,259,693, and authorize the Interim City Manager to execute all necessary documents related to Change Order No. 3; and
2. Authorize a \$400,000 allowance for construction contingencies for future change orders to the City Hall 1st Floor Build Back Project No. 8170; and
3. Approve the City's reallocation of American Rescue Plan Act funds (ARPA), in the amount of \$1,000,000 from project 3911.50.9086, Natividad Creek Silk Removal to Adaptations to City Hall project, 3911.50.8170 for this change order and construction contingencies.

EXECUTIVE SUMMARY:

On December 5, 2023, City Council awarded an emergency construction contract to Premier Builders, Inc. for the City Hall 1st Floor Build Back No. 8170 in the amount of \$1,859,138.00. During the City Hall Emergency Roof Repair work included the removal of the ceiling and roof decking which left office walls unstable and required them to be replaced. TEF Architectures provided revised plans to include details for new office walls and included new ADA restrooms.

Contract Change Order No. 3 for installation of new office walls, refurbishment of restrooms, installation of new ADA bathrooms, and corresponding changes to electrical and mechanical systems in the amount of \$1,259,693 is above the \$100,000 threshold requiring council approval, per Policy 75-1.

BACKGROUND:

On April 4, 2023, City Council awarded a contract to F C & Sons Roofing, Inc. for the City Hall Emergency Roof Repair Project, CIP 8170 in the amount of \$646,271 and Contract Change Order No. 1 for abatement of City Hall First Floor in the amount of \$412,031.

The scope for Contract Change Order No. 1 included abatement of asbestos containing fireproofing spray, demolition of T-bar ceiling, ceiling tiles, lighting, HVAC, flooring, and mastic within the first floor of city hall. Prior to the project all City staff and furniture were moved out of the city hall 1st floor abatement space.

On December 5, 2023, City Council awarded an emergency construction contract to Premier Builders, Inc. for the City Hall 1st Floor Build Back No. 8170 in the amount of \$1,859,138. The project scope included rebuild of all building elements that were removed during the abatement including HVAC, lighting, ceiling, and flooring.

After the abatement work, most office walls were unstable and required replacement. The City's architect, TEF Architects, revised the original plans to include the installation of new office walls, revised lighting and flooring, installation of new doors and storefronts, upgrade of restrooms and installation of new ADA restrooms. Design-build plans were prepared for new electrical and mechanical systems. Contract Change Order No. 3 is for completing all the work per revised plans in the amount of \$1,259,693.

Pursuant to Department Policy 75-1, City Council approval and authorization is required for Contract Change Orders exceeding \$100,000 or 10% of the original contract amount. On December 3, 2023, Resolution No. 22860 authorized 25% of contract amount for construction contingencies for an amount of \$464,784.50. There are enough remaining contingencies to approve Contract Change Order No. 3 for \$1,259,693. See table 1 below for a breakdown.

The remaining project funding for 3911.50.8170 – Adaptations to City Hall as of April 16, 2024, is approximately \$801,501.

Table 1: Construction Cost Request Breakdown

Description	Contract Amount
Original Contract	\$1,859,138.00
Change Order No. 1	\$0.00
Change Order No. 2	\$47,741.00
Change Order No. 3	\$1,259,693.00
TOTAL	\$3,106,879.00

CEQA CONSIDERATION:

The City of Salinas has determined that the proposed action is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15301).

STRATEGIC PLAN INITIATIVE:

This project addresses the current City Council's Goals of Operational Efficiency and Public Safety.

DEPARTMENTAL COORDINATION:

The Public Works Department is collaborating with Legal, Administration and Finance Departments.

FISCAL AND SUSTAINABILITY IMPACT:

With Council approval of the resolution, sufficient funding is available and appropriated within the identified ARPA project for Contract Change Order No. 3 and construction contingencies.

ATTACHMENTS:

Resolution

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

**A RESOLUTION AUTHORIZING APPROVAL OF CONTRACT CHANGE ORDER
NO. 3 FOR THE CITY HALL 1ST FLOOR BUILD BACK PROJECT, NO. 8170**

WHEREAS, On April 4, 2023, City Council, pursuant to Resolution No.22627, awarded an emergency construction contract to F C & Sons Roofing, Inc. for the City Hall Emergency Roof Repair, Project No. 8170 and Contract Change Order No. 1 for abatement; and

WHEREAS, The scope for Contract Change Order No. 1 included abatement of asbestos containing fireproofing spray, demolition of T-bar ceiling, ceiling tiles, lighting, HVAC, flooring, and mastic within the first floor of city hall; and

WHEREAS, On December 5, 2023, City Council, pursuant to Resolution No. 22860, awarded an emergency construction contract to Premier Builders, Inc. for the City Hall 1st Floor Build Back No. 8170 in the amount of \$1,859,138.00; and

WHEREAS, TEF Architects, revised the original plans to include the installation of new office walls, revised lighting and flooring, installation of new doors and storefronts, upgrade of restrooms, and installation of new ADA restrooms; and

WHEREAS, Design-build plans were prepared for new electrical and mechanical systems to include the new revised work; and

WHEREAS, the City of Salinas has determined that the proposed action is categorically exempt from environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15301).

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Interim City Manager to execute Contract Change Order No. 3 to Premier Builders, Inc. for the City Hall 1st Floor Build Back Project No. 8170 in the amount of \$1,259,693.00 and authorizes the Interim City Manager to execute all necessary documents related to Contract Change Order No. 3; and

BE IT FURTHER RESOLVED that the City Council authorizes a \$400,000.00 allowance for construction contingencies for future change orders to the City Hall 1st Floor Build Back Project No. 8170; and

BE IT FURTHER RESOLVED that the City Council authorizes the City's reallocation of American Rescue Plan Act funds (ARPA), in the amount of \$1,000,000, from project 3911.50.9086, Natividad Creek Silk Removal to Adaptations to City Hall project (3911.50.8170).

PASSED AND APPROVED this 23rd day of April 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#24-237, Version: 1

Modification to Classification-Salary Schedule

Approve a Resolution modifying the Classification - Salary Schedule to retile the Environmental Resources Planner classification.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: HUMAN RESOURCES

FROM: MARINA HORTA-GALLEGOS, HUMAN RESOURCES DIRECTOR

BY: PATRICIA PEÑALOZA, HUMAN RESOURCES MANAGER

TITLE: MODIFICATION TO CLASSIFICATION-SALARY SCHEDULE

RECOMMENDED MOTION:

It is recommended that the City Council approve a Resolution modifying the Classification – Salary Schedule to retitle the Environmental Resources Planner classification.

EXECUTIVE SUMMARY:

Staff recommends that the City Council approve the attached Resolution modifying the Classification – Salary Schedule to reflect retitling of the Environmental Resources Planner classification to Sustainability Analyst.

BACKGROUND:

Staff recommend a title change that better reflects the essential functions of the position. The title of Environmental Resources Planner may not immediately resonate with candidates interested in sustainability analysis and implies that the primary focus is planning resources related to the environment, but this position also manages and monitors the City’s solid waste program. Staff recommend re-titling this position to Sustainability Analyst. This title is clearer, highlights the analytical aspect of the role, and could attract candidates who are specifically interested in both sustainability and analysis.

AMPS															
Benefit			Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	Step 4	Step 4	Step 5	Step 5	Step 6	Step 6	
Group	Grade	Position	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
15		Sustainability Analyst	47.3153	8,201	49.6853	8,612	52.1651	9,042	54.7696	9,493	57.5136	9,969	60.3823	10,466	

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The proposed action meets the Effective and Culturally Responsive Government Council goal.

DEPARTMENTAL COORDINATION:

The above recommendations are a collaborative and coordinated effort between the Human Resources Department and the Public Works Department.

FISCAL AND SUSTAINABILITY IMPACT:

There is no fiscal impact.

ATTACHMENTS:

Resolution

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

**RESOLUTION APPROVING MODIFICATION TO THE
CLASSIFICATION - SALARY SCHEDULE**

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the Classification-Salary Schedule previously adopted by the City Council by Resolution is hereby amended to include the classification of Sustainability Analyst in the place of Environmental Resources Planner.

PASSED AND APPROVED this 23rd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



Legislation Text

File #: ID#24-238, Version: 1

Second Amendment to the Agreement with Accountancy Corporation, DBA Maze & Associates for Accounting Services

Approve a Resolution authorizing the Interim City Manager to execute a Second Amendment to the Professional Services Agreement with Accountancy Corporation, dba. Maze and Associates for accounting and financial reporting services to increase the maximum compensation from \$75,000 to \$200,000.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: FINANCE

FROM: SELINA ANDREWS, ASSISTANT FINANCE DIRECTOR

TITLE: SECOND AMENDMENT TO THE AGREEMENT WITH ACCOUNTANCY CORPORATION, DBA MAZE & ASSOCIATES FOR ACCOUNTING SERVICES

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the Interim City Manager to negotiate and execute a Second Amendment to the Professional Services Agreement with Accountancy Corporation, dba. Maze and Associates for accounting services to increase the maximum compensation from \$75,000 to \$200,000 and add one additional one-year option to extend the term.

EXECUTIVE SUMMARY:

The City contracted with Maze and Associates to address capacity issues within the Finance Department. Maze and Associates is a unique consultant and was carefully selected due to their governmental accounting experience working with numerous other municipalities across California. Through this engagement, the City is able to complete the year-end close process, address multiple annual audits, and continue to document desk procedures for business continuity. In collaboration with the Human resources Department, the Finance Department hopes to fill its two vacant Senior Accountant positions in the coming months.

BACKGROUND:

At the close of FY 2021-22, the Finance Department experienced an overwhelming number of changes in key management and highly technical positions. The Finance Director, Assistant Finance Director, Accounting Manager, Senior Accountant, and Management Analyst positions were all vacant within months of one another. Further complicating the lack of staffing was an increase in volume and complexity of governmental financial reporting due to new accounting pronouncements issued by the Governmental Accounting Standards Board.

While the City has been successful in recruiting professionals to fill the Assistant Finance Director, Accounting Manager, and Management Analyst, two Senior Accountant positions remain vacant. The effects of the ongoing vacancies and recent recruitments, which take time to train and onboard, continue to impact routine reconciliations, year-end, annual audits, and day to day operations. To help mitigate this, the City is recommending the continued use of consultants through Maze and Associates to assist with highly technical and complex reconciliations.

On January 3, 2024, the City entered into a Professional Services Agreement with Maze and Associates for accounting services to assist with the close of Fiscal Year 2022-23 and the preparation of the audit. Given that the City had not yet filled its Senior Accountants positions, the City entered into a First Amendment with Maze and Associates on April 10, 2024, to include additional technical staffing and extend the term through October 31, 2024.

Continuing the use of the consultant is critical to increase capacity while the department attempts to fill vacancies during its busiest times with the close of the prior year, annual audits, and the development of the FY 2024-25 budget.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

Approval of the recommended resolution achieves the Council 2022-2025 Strategic Goal of Effective Government.

DEPARTMENTAL COORDINATION:

This staff report was coordinated with the City Manager's Office and City Attorney's Office.

FISCAL AND SUSTAINABILITY IMPACT:

Funds are available and appropriated in 1000.20.2031.

ATTACHMENTS:

Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALINAS
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A SECOND
AMENDMENT TO AN AGREEMENT WITH ACCOUNTANCY CORPORATION, DBA
MAZE AND ASSOCIATES FOR ACCOUNTING SERVICES**

WHEREAS, accounting services are essential functions of the City of Salinas; and

WHEREAS, due to several staff vacancies, the City’s Department of Finance, which is responsible for these functions, requires additional capacity in completing these tasks; and

WHEREAS, Accountancy Corporation dba Maze and Associates (“Maze and Associates”) is qualified by experience and ability to perform accounting services; and

WHEREAS, on January 3, 2024, the City entered into a professional services agreement to receive such services from Maze and Associates; and

WHEREAS, on April 10, 2024, the City amended the professional services agreement to include additional technical staff to the salary schedule and extend the term through October 31, 2024; and

WHEREAS, the City desires to negotiate and execute a Second Amendment to the Agreement with Maze and Associates for accounting services; and

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes the Interim City Manager to negotiate and execute a Second Amendment to the Professional Services Agreement with Maze and Associates for accounting services to increase the maximum compensation from \$75,000 to \$200,000 and add one additional one-year option to extend term.

PASSED AND APPROVED this 23 day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbly Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



City of Salinas

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

Legislation Text

File #: ID#24-239, Version: 1

Amendment No. 1 to the Agreement for Services with Kysmet Security & Patrol, Inc.

Approve a Resolution approving Amendment No. 1 to the Agreement for Services between the City of Salinas and Kysmet Security & Patrol, Inc. to include security services at Monte Bella Community Park for a 60-day pilot program in an amount not to exceed \$85,000 and authorize the Interim City Manager to enter into the Amendment on behalf of the City.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: APRIL 23, 2024

DEPARTMENT: LIBRARY & COMMUNITY SERVICES

FROM: KRISTAN LUNDQUIST, DIRECTOR

TITLE: AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES
WITH KYSMET SECURITY & PATROL, INC.

RECOMMENDED MOTION:

A motion to:

1. Approve Amendment No. 1 to the Agreement for Services between the City of Salinas and Kysmet Security & Patrol, Inc to include security services at Monte Bella Community Park for a 60- day pilot program and increase the maximum compensation by \$5,000 for an amount not to exceed \$85,000; and
2. Authorize the Interim City Manager to enter into the Amendment on behalf of the City.

EXECUTIVE SUMMARY:

In April of 2023, the City initiated a 90-day pilot program for security services at Closter Park. Following the pilot program, the City Council authorized the City Manager to enter into a Service Agreement with Kysmet Security & Patrol, Inc. in an amount not to exceed \$80,000 for security services for the period of September 2023 through August of 2024. Staff wishes to amend the Agreement for Services with Kysmet Security & Patrol, Inc. in an amount not to exceed \$85,000 in order to provide security services at Monte Bella Community Park for a 60-day pilot program.

DISCUSSION:

Closter Park has a history of negative incidents in and around the park including, drug and alcohol use and gang activity. These types of incidents have led to the community feeling unsafe and an overall perception that the park is not safe for use by residents in the area. As a result, staff initiated a pilot program in April of 2023. In September 2023, the City Council authorized the City Manager to enter into an Agreement for Services with Kysmet Security & Patrol, Inc. in the amount of \$80,000 for security services at Closter Park for the period of September 2023-August 2024.

The Monte Bella Community Neighborhood Watch Group has raised a variety of safety concerns relating to the park and ongoing uses. In an effort to provide increased supervision of the park and parking lots, staff is recommending security services be added to Monte Bella Community Park on Saturdays and Sundays when the park has the most use. Security would provide onsite supervision, address parking issues and other items that may come up during the day. During the

60-day pilot program, guards assigned to Monte Bella Community Park would be required to submit daily activity reports to staff.

Staff is seeking authorization to enter into Amendment No. 1 to the Agreement for Services with Kysmet Security & Patrol, Inc. to include security services at Monte Bella Community Park on Saturdays and Sundays for the 60-day pilot program in total Amendment amount not to exceed \$85,000.

Consistent with Purchasing Policies and ordinance (2576) Service Agreements in the amount of more than \$30,000 requires City Council Authorization.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

Providing security at Closter Park is consistent with the City Council Goals of:

- Youth and Seniors
- Public Safety

DEPARTMENT COORDINATION:

The Library & Community Department has worked with the City Manager's Office on this item.

FISCAL AND SUSTAINABILITY IMPACT:

The additional funds required for this amendment are available and appropriated in 1100.55.6231.

ATTACHMENTS:

Amendment No. 1
Scope of Services

**AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN KYSMET SECURITY & PATROL INC. AND CITY OF SALINAS**

This Amendment No. 1 to the Agreement for Services (the “Amendment”) is entered into this 23rd day of April 2024, by and between the City of Salinas (the “City”) and Kysmet Security & Patrol Inc., (the “Consultant”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to Resolution 22799 (N.C.S), the City and Consultant first entered into an Agreement for Services for Closter Park Security Pilot Program effective September 1, 2023, in an amount not to exceed \$80,000 to which Contractor agreed to provide services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the additional services to be provided by increasing the agreement compensation by \$5,000 for security services at Monte Bella Community Park.

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

TERMS

1. The Agreement, Scope section, is amended to replace the following:

Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Security services for Closter Park and Monte Bella Community Park. Scope of work is further discussed in Attachment B – Scope of Services.

2. The Agreement, Payment section, is amended to replace the following:

City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee in the amount of Twenty-Eight Dollars (\$28) per hour, not to exceed Eighty-Five Thousand Dollars (\$85,000), as more fully described in title of Contractors 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.

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

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

CITY OF SALINAS

Jim Pia, Interim City Manager

APPROVED AS TO FORM:

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

KYSMET SECURITY & PATROL INC.

Printed name: _____

Title: _____

Attachment B – Scope of Services



Kysmet Security & Patrol
21 W. Laurel Drive #49
Salinas CA 93906

September 1, 2023

City of Salinas
Recreation-Park Superintendent
Library and Community Services Department
320 Lincoln Avenue, Salinas, California 93901

RE: Hourly Rate for Park Services

Kysmet Security & Patrol park services fee \$28.00 per hour to the City of Salinas for standing guard services.

Services to include:

Patrol Supervisor checks on standing guard 2x per night (armed with fully marked vehicle)
Standing guard onsite 8 hours (3pm to 11pm)
Walking the perimeter of the park every hour
Hourly restroom checks
Remove looters and unwanted solicitors or homeless from property
Electronic daily reports sent to customers within 24 hours.

Kysmet Security & Patrol Inc **Estimate**
 1191A N Main St
 CA US
 (831) 998-7963
 kysmet@ymail.com



ADDRESS
Monte Bella Park

ESTIMATE #	DATE
1535	04/03/2024

ACTIVITY	QTY	RATE	AMOUNT
Patrol:Security Patrol Security Services for City of Salinas Park Location: Monte Bella Park Guards: 1 unarmed guards Date: Weekends (Sat & Sun) Time: 1:00pm to 8:30pm (7.5 hours) Post Orders: Patrol will drive through and walk the perimeter of the park every hour to ensure the safety of the community. Security to check restrooms for looters and unwarted solicitors or homeless. Electronic daily reports sent to customer within 24 hours. COST BREAKDOWN: 15 hours a weekend @ \$ per hour=\$420 per week 60 hours a month @ \$28 per hour= \$1680 per month	15	28.00	420.00
Monte Bella Park	TOTAL		\$420.00



City of Salinas

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

Legislation Text

File #: ID#24-212, Version: 1

- a. **Anticipated Litigation** - California Government Code Section 54956.9(e)(1), conference with legal counsel regarding significant exposure to litigation (3 cases).
- b. **Existing Litigation** - California Government Code Section 54956.9, conference with legal counsel regarding, *Robert Durst vs. City of Salinas*, Workers' Compensation Appeals Board Case Number(s): ADJ14890281.



City of Salinas

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

Legislation Text

File #: ID#24-232, Version: 1

Salinas City Council District 3 Vacancy

Provide direction to the City Manager, City Attorney, and City Clerk with regard to the City Council District 3 vacancy.

Memorandum

City of Salinas

Date: April 19, 2024

To: Salinas City Council and members of the Public

From: Jim Pia, Interim City Manager

SUBJECT: Consideration ID#24-232, Salinas City Council District 3 Vacancy

The staff report for this item will be posted when fully complete. Also, please note the evening agenda time for this item (7:30 p.m.). This item will be considered by the City Council in the evening in order to best accommodate residents' work schedules, including those in District 3. Thank you.