

# City of Salinas

200 Lincoln Ave., Salinas, CA 93901

[www.cityofsalinas.org](http://www.cityofsalinas.org)



## Meeting Agenda - Final

Tuesday, January 5, 2021

4:00 PM

Teleconference in accordance with  
State of California Executive Order No.N-29-20 and N-35-20

### City Council

*Mayor Kimbley Craig*

*Councilmembers:*

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

*Steve McShane, District 3 - Orlando Osornio, District 4*

*Christie Cromeenes, District 5 - Anthony Rocha, District 6*

*Jim Pia, Interim City Manager*

*Christopher A. Callihan, City Attorney*

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

**PUBLIC NOTICE**

*This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may only view the meeting on television and/or online and not in the Council Chamber. City meetings may be observed live at <https://salinas.legistar.com/Calendar.aspx>, on The Salinas Channel on YouTube at <https://www.youtube.com/user/thesalinaschannel> or on Comcast Channel 25.*

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

**<https://us02web.zoom.us/j/85787883952>**

**To participate telephonically, call any number below:**

**US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799**

**Webinar ID: 857 8788 3952**

**If promoted to enter a participant ID, press #.**

**SUBMISSION OF PUBLIC COMMENT PROCEDURES**

*If you wish to make a comment on a specific agenda item, please join the Zoom Webinar and use the "Raise Hand" icon or submit your comment, limited to 250 words or less via email by 2:00 P.M. on the day of the meeting to the City Clerk at [PublicComment@ci.salinas.ca.us](mailto:PublicComment@ci.salinas.ca.us)*

*Reading of Public Comments: The City Clerk shall read all email comments, provided that the reading shall not exceed two (2) minutes and shall become part of the record. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.*

**PLEDGE OF ALLEGIANCE****ROLL CALL****PRESENTATION**

*Councilmember comments on presentations are generally limited to three minutes.*

Central Coast Community Energy Update

**CLOSED SESSION**

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

**[ID#21-006](#)**

**a. Public Employee Appointment** - California Government Code section

54957(b)(1), City Manager.

- b. **Labor Negotiations** - California Government Code section 54957.6, with its designated labor representatives Christopher A. Callihan, City Attorney; Jim Pia, Acting City Manager; Katherine Hogan, Assistant City Attorney; Matt Pressey, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Senior Human Resources Analyst; Donna Williamson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Management Employees, Confidential Non-Management Employees and Department Directors.

## **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#20-584](#)

### **Appointment of City Manager and approval of Employment Agreement**

**Recommendation:** Approve a Resolution appointing Steven S. Carrigan as City Manager and approve his Employment Agreement.

## **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#20-581](#)

### **Financial Claims**

**Recommendation:** Approve financial claims report.

[ID#20-562](#)

### **Master Service Agreements for Uniform Security Guard Services**

**Recommendation:** Approve a Resolution approving Master Service Agreements for Uniform Security Guard Services with Allied Universal Security Services and Condor Security of America, Inc. to provide uniform security guard services for the City of Salinas on an "As-Needed" Basis.

[ID#20-574](#)

### **Replacement of Damaged Asset - Purchase of 2021 Vac-Con Sewer Truck and Rental Agreement with Enviro-Clean Equipment, Inc.**

**Recommendation:** Approve a Resolution authorizing the direct purchase of one Vac-Con V312HE/1300 Mounted on a Peterbilt chassis at a cost of \$573,787.58 and approve a supplemental appropriation of \$50,000 from the Sanitary Sewer Fund 9010 to Capital Improvement Project (CIP) No. 9725; and approve a rental truck at a monthly cost of \$12,800 for a four-month minimum at a total cost of \$51,200.

**ID#20-576**      **Fleet Management Software Agreement with Rarestep, Inc.**

**Recommendation:** Approve a Resolution awarding a service agreement to Rarestep, INC, dba Fleetio for the City's fleet management software for a 3-year term with total costs not to exceed \$77,373.

**ID#20-577**      **Cannabis Employee Work Permit Ordinance**

**Recommendation:** Adopt an Ordinance updating the City's Cannabis Employee Work Permit regulations.

**ID#20-583**      **Modification to the Classification - Salary Schedule**

**Recommendation:** Approve a Resolution to amend the Classification-Salary Schedule for the adjustment of temporary employee salaries to comply with the state minimum wage pursuant to SB 3, approved April 4, 2016 and adjust classifications in the same series impacted by the minimum wage adjustment. Additionally, adjust the Classification - Salary Schedule to reflect previously authorized cost of living adjustments due with the pay period inclusive of January 1, 2021 and due in the first full pay period of January starting January 11, 2021.

**ID#21-003**      **Appointments to the Salinas Valley Basin Groundwater Sustainability Agency JPA**

**Recommendation:** Approve a Resolution ratifying the appointment of Councilmember Anthony Rocha to serve as the City's primary representative and Councilmember Carla González as the alternate on the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA); and approve appointment of Marc Bloom as the CPUC-regulated water company alternate Board Member.

## **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**

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**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, unless otherwise allowed under the Brown Act. City Council agenda item reports 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](http://www.cityofsalinas.org) via the hyperlinks provided on the agenda. 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. 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 Thursday, December 31, 2020 at the City Clerk's Office, in the Council Rotunda, and the City's website.*

*Meetings are streamed live at <https://salinas.legistar.com/Calendar.aspx> and televised live on Channel 25 at 4 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on the Wednesday, Friday, Saturday and Monday following the meeting. For the most up-to-the-minute Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at <http://tinyurl.com/salinas25>. Recent City Council meetings may also be viewed on the Salinas Channel on YouTube at <http://www.youtube.com/thesalinaschannel>.*



## Legislation Text

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**File #:** ID#21-006, **Version:** 1

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- a. **Public Employee Appointment** - California Government Code section 54957(b)(1), City Manager.
- b. **Labor Negotiations** - California Government Code section 54957.6, with its designated labor representatives Christopher A. Callihan, City Attorney; Jim Pia, Acting City Manager; Katherine Hogan, Assistant City Attorney; Matt Pressey, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Senior Human Resources Analyst; Donna Williamson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Management Employees, Confidential Non-Management Employees and Department Directors.



# City of Salinas

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CA 93901  
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## Legislation Text

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**File #:** ID#20-584, **Version:** 1

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**Appointment of City Manager and approval of Employment Agreement**

Approve a Resolution appointing Steven S. Carrigan as City Manager and approve his Employment Agreement.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** January 5, 2021

**FROM:** Kimbley Craig, Mayor

**BY:** Christopher A. Callihan, City Attorney  
Marina Horta-Gallegos, Human Resources Director

**TITLE:** APPOINTMENT OF CITY MANAGER AND APPROVAL OF  
EMPLOYMENT AGREEMENT

**RECOMMENDED MOTION:**

It is recommended that the City Council approve a Resolution appointing Steven S. Carrigan as City Manager and approve his Employment Agreement.

**BACKGROUND:**

In July 2020, Ray Corpuz announced his intention to retire in September 2020. The City Council immediately began to develop plans for a recruitment of the next City Manager. A request for proposals was issued in July to identify a recruitment firm to conduct the City Manager search. That process led to the selection of CPS HR Consulting to conduct the City's recruitment efforts.

As part of the recruitment process and through CPS HR Consulting, the City Council sought community input on those qualities that residents believe a City Manager must possess to best serve the interests of the city and community. A survey was issued in English and Spanish for community input. The feedback was incorporated into the recruitment materials and evaluation process.

The City received 78 applications for the position, which were then carefully reviewed and narrowed down to seven candidates selected for interviews. One of the candidates withdrew from consideration, and the City Council interviewed six candidates and further narrowed the pool to four candidates.

The City Council conducted a final interview of the remaining candidates on December 10, 2020. After a review and interview of the remaining candidates, the City Council selected Steven S. Carrigan as the final candidate.

Mr. Carrigan recently served as the City Manager at the City of Merced from January 2016 until July 2020 where he managed a combined budget of approximately \$265M and a staff of 584 with a focus on economic development, affordable housing, infrastructure and public safety. Prior to that, Mr. Carrigan served as City Manager at the City of Los Banos from April 2013 until January

2016. His education includes a Bachelor of Science in Business Administration from the University of Arizona.

If the Employment Agreement is approved, Mr. Carrigan will assume the office of the City Manager effective January 11, 2021, and his initial contract term will be three years. The Agreement is attached for reference.

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 Operational Efficiencies Council goal.

DEPARTMENTAL COORDINATION:

The City Attorney and Human Resources coordinated on this effort.

FISCAL AND SUSTAINABILITY IMPACT:

The annual base salary of \$235,000 and benefits are within the FY 20/21 approved budget. No adjustments are necessary.

ATTACHMENTS:

Resolution  
Employment Agreement

RESOLUTION NO. \_\_\_\_\_ (N.C.S.)

RESOLUTION APPROVING THE APPOINTMENT OF STEVEN S. CARRIGAN AS CITY  
MANAGER AND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE  
CITY OF SALINAS AND STEVEN S. CARRIGAN

WHEREAS, on September 30, 2020, Ray Corpuz retired after more than eight years as the City Manager of the City of Salinas; and

WHEREAS, the City Council appointed Assistant City Manager Jim Pia as the Acting City Manager and started an extensive City Manager recruitment process, selecting CPS HR Consulting to lead the City's recruitment efforts; and

WHEREAS, the City received 78 applications for the position, which were carefully reviewed and narrowed down to seven candidates for interviews. One of the seven candidates withdrew from consideration, the City of Council interviewed six candidates and further narrowed the pool of candidates to four; and

WHEREAS, the City Council conducted a final interview with the remaining four candidates on December 10, 2020. The City Council selected Steven S. Carrigan as the final candidate; and

WHEREAS, the City Council finds that Steven S. Carrigan possesses the skill and experience and is qualified to serve as City Manager.

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the City Council hereby appoints Steven S. Carrigan as City Manager of the City of Salinas and authorizes him to perform all the functions associated with that position;

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF SALINAS that the City Council further approves the Employment Agreement between the City of Salinas and Steven S. Carrigan and authorizes the Mayor to execute the Agreement with any minor, non-substantive changes as approved by the City Attorney.

PASSED AND ADOPTED this 5th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Kimbley Craig, Mayor

ATTEST:

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Patricia Barajas, City Clerk

**EMPLOYMENT AGREEMENT BETWEEN**

**THE CITY OF SALINAS**

**AND**

**STEVEN CARRIGAN**

**1. Parties.** The parties to this Employment Agreement (Agreement) are the City of Salinas (City) and Steven Carrigan (Carrigan).

**2. Purpose.** The purpose of this Agreement is to provide for the employment of Carrigan as City Manager of the City.

**3. Duties.** The City hereby agrees to employ Carrigan to perform the functions and duties of the City Manager for the City as specified in the Salinas City Charter and Municipal Code, the Job Description, and any other applicable Ordinances, Resolutions, or Policies and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

Carrigan agrees that to the best of his ability and experience, he will at all times loyally and conscientiously perform all the duties and obligations required of him either expressly or implicitly by the terms of this Agreement. Carrigan agrees that he will not, so long as he is employed by the City, take any employment or perform any consulting duties that will interfere with or be inconsistent with the performance of his duties as City Manager for the City.

**4. Term of Agreement.** This Agreement is effective upon the date it is signed by the City Manager (but in no event later than February 1, 2021) until the three-year anniversary of that signature date, at which time it shall expire.

**5. Separation from Employment/Severance Payment.**

**5.1** The City Council may, subject to the provisions set forth below, terminate the services of Carrigan at any time, it being expressly understood and agreed between the parties that Carrigan serves as an at-will employee of the City. In the event of separation from employment by the City Council, while he is still willing and able to perform the duties of City Manager, Carrigan shall be eligible for three (3) months' severance and health benefits during his first twelve (12) months of employment with the City up to a maximum of six (6) months' severance and health benefits following his first twelve (12) months of employment with the City.



5.2 In accordance with California Government Code section 53261, a cash severance payment made pursuant to this Agreement shall not include any other non-cash item except health benefits payable to or on behalf of Carrigan.

5.3 The severance payment described above will release the City from any further obligations under this Agreement, and any claims of any nature that Carrigan might have against the City by virtue of his employment or termination thereof. Contemporaneously, with the delivery of the severance payment and in consideration therefore, Carrigan agrees to execute and to deliver to the City a release releasing the City of all claims that Carrigan may have against the City.

Initials \_\_\_\_\_

5.4 In no event may Carrigan be terminated without cause within ninety (90) days after any municipal election for the selection or recall of one or more of the members of the City Council.

5.5 Carrigan shall not be entitled to a severance payment in the following events:

5.5.1 The City Council elects not to renew this Agreement.

5.5.2 Carrigan is terminated because of his conviction of a felony or misdemeanor involving moral turpitude, or is convicted of any illegal act involving personal gain to himself.

5.5.3 Carrigan dies or becomes disabled as provided in Paragraph 6 and the City Council terminates his employment.

5.6 In the event Carrigan resigns his position as City Manager, he shall not be entitled to a severance payment.

5.7 Section 5 of this Agreement shall be construed in accordance with all legal authority, including but not limited to, Government Code section 53260, which explicitly limits contractual severance cash settlements payable by a local agency employer.

6. **Disability.** If Carrigan is permanently disabled to the extent that he cannot perform the full range of the essential functions of his position as determined by his treating physician or is otherwise unable to perform the full range of the essential functions of his position because of sickness, accident, injury, mental incapacity, or other health reasons for a period of twelve (12) successive weeks beyond the exhaustion of all general leave, the City

Council shall have the option to terminate this Agreement, subject to compliance with all provisions of law.

## **7. Compensation and Benefits.**

**7.1** City agrees to pay for Carrigan for services rendered pursuant hereto at the base rate of two hundred thirty-five thousand dollars (\$235,000) payable on a bi-weekly basis in the same manner as other employees of the City are paid.

**7.2** The City shall make contributions on Carrigan's behalf to an Internal Revenue Code (IRC) 457 or 401(a) compensation plan based on months of service with the City. The payment to either plan will be provided on a bi-weekly basis. The schedule at date of hire is as follows:

<u>Months of Employment</u>	<u>Biweekly Contribution</u>
0 – 12 months	\$93.76
13 – 24 months	\$187.49
25 – 36 months	\$281.25
37 – 48 months	\$374.99
49 – 60 months	\$468.74
61 – 72 months	\$562.50
73 – 84 months	\$656.23
85+ months	\$749.99

The CITY'S maximum contribution shall be adjusted annually (January 1 of each year). Carrigan's determinations as to participation in either the IRC 457 or 401(a) plan shall be governed by the specific regulations for that plan.

**7.3 Auto Allowance.** The City shall pay a monthly auto allowance of seven hundred fifty dollars (\$750) to Carrigan unless he elects an assigned City vehicle for his use. In the event Carrigan elects an assigned City vehicle, such use shall be limited by and subject to Administrative Memorandum 87-03 "Official Travel and Vehicle Use Policy"

**7.4 Professional Organizations.** The City shall pay for memberships for Carrigan in the following professional organizations: International City Managers' Association (ICMA) and California League of Cities.

- 7.5 The City agrees to provide Carrigan with City paid Life Insurance in the amount of \$150,000, the City-paid Medical, Dental, Vision and Disability Insurance in the same amounts provided to City Department Directors.

The City will contribute a flat dollar amount toward monthly health benefits premiums equal to 95% of the premium for the level of coverage the employee has selected, up to 95% of the PERS Choice Plan premium. The employee shall pay for costs above the City contribution through payroll deductions. The City will pay the full amount of premiums for dental and vision plans.

- 7.6 Carrigan shall participate in the California Public Employees Retirement System (CalPERS) consistent with applicable Classic or PEPRAs eligibility requirements.

- 7.7 Carrigan shall receive Annual Leave as provided for in the City of Salinas Personnel Manual as follows:

<u>Years of Employment</u>	<u>8-Hour Days of Annual Leave Granted per Year</u>
1 through 5	22 days each year
6 through 10	27 days each year
11 through 15	29 days each year
16 through 17	30 days each year
18 through 19	31 days each year
20 through 24	32 days each year
25 through retirement	33 days each year

Cap: 600 hours

The maximum annual leave accrual cap shall be 600 hours. Once Carrigan reaches the maximum annual leave accrual cap he will not accrue additional annual leave until the annual leave balance is below the maximum accrual cap; accrued unused annual leave will be paid at separation.

- 7.8 **Paid Time Off.** Carrigan shall receive eighty (80) Paid Time Off hours per calendar year. Any Paid Time Off hours not used within the calendar year for which they are given will not roll-over to the next calendar year. Paid Time Off hours are not eligible to be cashed-out.

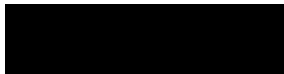
- 7.9 **Relocation Benefit.** The City agrees to provide Carrigan with a one-time relocation benefit in a maximum amount not to exceed five thousand dollars (\$5,000) upon Carrigan's submittal of receipts for expenses and costs directly related to his relocation to a residence within the City of Salinas.

7.10 Any other benefits not specifically mentioned in this Agreement shall be provided in accordance with standards applicable to all City Department Directors.

- 8 **Performance Evaluation:** The City Council shall review and evaluate the performance and compensation of Carrigan on at least an annual basis. The City Manager, in consultation with the City Council, shall define such goals and performance objectives that they determine to be necessary for the proper day-to-day management of the City. In attainment of the City Council's adopted performance objectives, the City Council, in consultation with Carrigan, shall further establish a relative priority among the various goals and objectives, and reduce said goals and objectives to writing.
- 9 **General Expenses:** The City recognizes that certain expenses of a non-personal, but job-related nature are incurred by Carrigan and the City agrees to reimburse or to pay these expenses consistent with City policy. The City shall also provide employee a cell phone and/or iPad and laptop computer.
- 10 **Notice:** Notices pursuant to this Agreement shall be given by mail or personal delivery. Notice shall be deemed given as of the date of personal service or forty-eight (48) hours after deposit in the mail. Notices shall be addressed as follows:

10.1 Notice to Carrigan shall be sent to:

Steven Carrigan



10.2 Notice to the City shall be sent to:

Mayor  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

Copy to:

City Clerk  
City of Salinas  
200 Lincoln Avenue  
Salinas, CA 93901

**11 General Provisions:**

- 11.1 The Agreement shall be binding and inure to the benefit of the heirs at law and executors of Carrigan.
- 11.2 If any provision, or any portion therefore, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.
- 11.3 The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
- 11.4 This Agreement constitutes the entire agreement between the parties and supersedes any previous Agreements, oral or written. This Agreement may be modified or provisions waived only by subsequent mutual written agreement executed by the City and Carrigan.
- 11.5 This Agreement shall be interpreted as though prepared by both parties.

**CITY OF SALINAS**

Date: January 5, 2021

By: \_\_\_\_\_  
Kimbley Craig, Mayor

**Steven Carrigan**

DATE: 12/29/20

Date: January 2021

By: \_\_\_\_\_  
Steven Carrigan

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher A. Callihan  
City Attorney



# City of Salinas

200 Lincoln Ave., Salinas,  
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## Legislation Text

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**File #:** ID#20-581, **Version:** 1

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### **Financial Claims**

Approve financial claims report.

# City of Salinas

## Claim Check Report 444194-444410

From Payment Date: 11/24/2020 - To Payment Date: 12/8/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444194	12/03/2020	Open	Alco Water	\$4,673.80
444195	12/03/2020	Open	Central Coast Federal Credit Union	\$13,447.49
444196	12/03/2020	Open	Citi Cards	\$1.33
444197	12/03/2020	Open	Javier Resendiz	\$10,000.00
444198	12/03/2020	Open	Peninsula Messenger, LLC	\$420.00
444199	12/03/2020	Open	Shahram Farahmand DbA Turf Club Catering	\$3,538.25
444200	12/03/2020	Open	Vantagepoint Transfer Agents/457 c/o M&T Bank	\$39,487.91
444201	12/03/2020	Open	Verizon Wireless	\$247.71
444202	12/08/2020	Open	Brittney Long	\$46.00
444203	12/08/2020	Open	Mario Avina	\$74.00
444204	12/08/2020	Open	Raul Rosales	\$46.00
444205	12/07/2020	Open	Central Coast Federal Credit Union	\$16,019.15
444206	12/07/2020	Open	LPL Financial	\$14,138.89
444207	12/07/2020	Open	Monterey County Tax Collector	\$27,627.93
444208	12/07/2020	Open	State Farm Insurance Agency	\$826.00
444209	12/08/2020	Open	Action Target, Inc	\$549.80
444210	12/08/2020	Open	Alco Water	\$35,340.00
444211	12/08/2020	Open	Alex Brambila	\$1,825.07
444212	12/08/2020	Open	Alhambra and Sierra Spring DS Waters of America LP	\$248.95
444213	12/08/2020	Open	All Pets Hospital	\$1,289.09
444214	12/08/2020	Open	Amazon.Com	\$2,716.84
444215	12/08/2020	Open	American Society of Civil Engineers	\$300.00
444216	12/08/2020	Open	American Supply Company	\$4,320.39
444217	12/08/2020	Open	Andrew McLaughlin	\$100.00
444218	12/08/2020	Open	Applied Concepts, Inc-Stalker Radar	\$5,600.52
444219	12/08/2020	Open	Aramark Uniform & Career Apparel Group, Inc	\$1,052.78
444220	12/08/2020	Open	Arturo Villaluz	\$1,722.36
444221	12/08/2020	Open	Assured Aggregates Company Inc	\$975.00
444222	12/08/2020	Open	AT and T	\$7,628.14
444223	12/08/2020	Open	B & H Foto & Electronics Corp	\$373.06
444224	12/08/2020	Open	Bartel Associates LLC	\$1,400.00
444225	12/08/2020	Open	Black Bear Paving & Grading Inc	\$141,855.28
444226	12/08/2020	Open	Bound Tree Medical	\$1,473.79
444227	12/08/2020	Open	Brent DeBorde	\$78.75
444228	12/08/2020	Open	Bridgestone Americas, Inc dba Bridgestone America	\$2,664.00
444229	12/08/2020	Open	Brownells Inc	\$3,657.87
444230	12/08/2020	Open	Bruce Bush	\$100.00
444231	12/08/2020	Open	C2 Builders, Inc	\$10,089.00
444232	12/08/2020	Open	Cal Line Equipment Company	\$627.14
444233	12/08/2020	Open	CALIFA Group	\$2,360.66
444234	12/08/2020	Open	California Law Enforcement Assoc of Records Superv	\$150.00



# City of Salinas

## Claim Check Report 444194-444410

From Payment Date: 11/24/2020 - To Payment Date: 12/8/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444235	12/08/2020	Open	California Towing and Transport	\$513.30
444236	12/08/2020	Open	California Water Service	\$5,140.15
444237	12/08/2020	Open	Candi Swinscoe	\$100.00
444238	12/08/2020	Open	Candido Martinez Dbw Welders Fabrication and Desig	\$1,575.00
444239	12/08/2020	Open	Canon Financial Services Inc	\$58.59
444240	12/08/2020	Open	Carlos Rios	\$509.69
444241	12/08/2020	Open	Cassie McSorley	\$100.00
444242	12/08/2020	Open	CDW-G	\$17,982.82
444243	12/08/2020	Open	Central Coast Commercial Tire Center Inc	\$120.00
444244	12/08/2020	Open	Chris Swinscoe	\$100.00
444245	12/08/2020	Open	Cintas	\$6,051.08
444246	12/08/2020	Open	Coast Automotive Warehouse Inc	\$1,278.85
444247	12/08/2020	Open	Coast Counties Truck & Equipment Co dba Coast Coun	\$1,125.85
444248	12/08/2020	Open	Coastal Tractor	\$996.14
444249	12/08/2020	Open	Collins Electrical Company	\$645.38
444250	12/08/2020	Open	Comcast	\$2,896.20
444251	12/08/2020	Open	Comcast (Business)	\$640.81
444252	12/08/2020	Open	Commission on Accreditation for Law Enforcement	\$5,613.75
444253	12/08/2020	Open	Copymat	\$2,451.57
444254	12/08/2020	Open	CPS HR Consulting	\$5,784.81
444255	12/08/2020	Open	Craig Fairbanks	\$100.00
444256	12/08/2020	Open	CSC Of Salinas	\$263.10
444257	12/08/2020	Open	Dale's Glass Shop Inc	\$492.92
444258	12/08/2020	Open	Daniel David Green	\$100.00
444259	12/08/2020	Open	Dave Shaw	\$100.00
444260	12/08/2020	Open	David L Crabill	\$100.00
444261	12/08/2020	Open	Deere & Company dba John Deere Ag & Turf Corp	\$134,601.43
444262	12/08/2020	Open	Don Chapin Inc	\$981.29
444263	12/08/2020	Open	Don Gullion	\$1,825.07
444264	12/08/2020	Open	East Bay Tire Company	\$922.95
444265	12/08/2020	Open	Edges Electrical Group, LLC	\$594.69
444266	12/08/2020	Open	Enterprise Holdings, Inc dba Ean Services, Llc Ser	\$86.28
444267	12/08/2020	Open	Ernesto Sanchez	\$100.00
444268	12/08/2020	Open	Fastenal Company	\$2,037.60
444269	12/08/2020	Open	Ferguson US Hodings, Inc dba Ferguson Enterprises	\$741.79
444270	12/08/2020	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$3,619.28
444271	12/08/2020	Open	G&G Builders, Inc	\$72,412.33
444272	12/08/2020	Open	Gabriel Hernandez	\$100.00
444273	12/08/2020	Open	Gerard Ross	\$100.00
444274	12/08/2020	Open	Golden State Emergency Vehicle Service Inc	\$850.64
444275	12/08/2020	Open	Goldfarb and Lipman	\$225.00



# City of Salinas

## Claim Check Report 444194-444410

From Payment Date: 11/24/2020 - To Payment Date: 12/8/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444276	12/08/2020	Open	Granicus Inc	\$9,093.25
444277	12/08/2020	Open	Granite Construction Company	\$62,948.70
444278	12/08/2020	Open	Granite Rock Co	\$456.34
444279	12/08/2020	Open	Green Rubber Kennedy Ag	\$50.81
444280	12/08/2020	Open	Harris and Associates	\$22,482.53
444281	12/08/2020	Open	Harris Corporation - PSPC	\$4,466.87
444282	12/08/2020	Open	Heath Johnson	\$100.00
444283	12/08/2020	Open	Henry Gomez	\$100.00
444284	12/08/2020	Open	Hollister Honda	\$1,046.30
444285	12/08/2020	Open	Hydro Turf	\$95.85
444286	12/08/2020	Open	Ingram Book Company	\$7,671.97
444287	12/08/2020	Open	Jacqueline Pacelli	\$100.00
444288	12/08/2020	Open	James Knowlton	\$2,199.00
444289	12/08/2020	Open	Jason Larsen	\$100.00
444290	12/08/2020	Open	Jeff Gibson	\$100.00
444291	12/08/2020	Open	Jeffrey Paul Lofton	\$90.94
444292	12/08/2020	Open	Jesse Pinon	\$100.00
444293	12/08/2020	Open	Jesus Orozco	\$100.00
444294	12/08/2020	Open	Jimmy Vanhove dba Precision K9	\$2,300.00
444295	12/08/2020	Open	Johnson Electronics	\$84.00
444296	12/08/2020	Open	Jonathan Barnes	\$100.00
444297	12/08/2020	Open	Kanco Inc. / Mighty Auto Parts	\$182.54
444298	12/08/2020	Open	Karla's Janitorial & Suppliers, LLC	\$65,276.00
444299	12/08/2020	Open	Kimley Horn And Assoc Inc	\$4,217.50
444300	12/08/2020	Open	Koefran Services	\$2,800.00
444301	12/08/2020	Open	L.N. Curtis & Sons dba Curtis Blue Line	\$6,181.37
444302	12/08/2020	Open	Lance Miraco	\$100.00
444303	12/08/2020	Open	Lehr Auto Electric	\$3,034.22
444304	12/08/2020	Open	Mackay Motor Parts, Inc dba Napa Auto Parts	\$526.64
444305	12/08/2020	Open	Manuel Perrien	\$100.00
444306	12/08/2020	Open	Maria Teresa Heffington	\$100.00
444307	12/08/2020	Open	Mark Freedman	\$100.00
444308	12/08/2020	Open	Martha Carvey Petty Cash Custodian	\$7.00
444309	12/08/2020	Open	Martin Persijn	\$100.00
444310	12/08/2020	Open	Michael Groves	\$100.00
444311	12/08/2020	Open	Midwest Tape, LLC dba Midwest Tape	\$2,357.06
444312	12/08/2020	Open	Mission Communications, LLC	\$5,593.20
444313	12/08/2020	Open	Mission Linen Supply	\$426.08
444314	12/08/2020	Open	MNS Engineers, Inc	\$39,442.50
444315	12/08/2020	Open	Monterey County The Herald	\$2,129.02
444316	12/08/2020	Open	Monterey One Water	\$38,269.97

# City of Salinas

## Claim Check Report 444194-444410

From Payment Date: 11/24/2020 - To Payment Date: 12/8/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444317	12/08/2020	Open	Monterey Transfer and Storage Inc	\$501.32
444318	12/08/2020	Open	Monterra Ranch Of Monterey Home Owner's Associatio	\$2,250.00
444319	12/08/2020	Open	Motorola Solutions, Inc	\$14,836.23
444320	12/08/2020	Open	MWI Veterinary Supply Company	\$278.70
444321	12/08/2020	Open	My Jeep	\$2,747.42
444322	12/08/2020	Open	Natividad Medical Center	\$155.00
444323	12/08/2020	Open	New Image Landscape Company	\$20,228.00
444324	12/08/2020	Open	O'Reilly Auto Parts	\$166.02
444325	12/08/2020	Open	Office Depot Business Service Division	\$672.39
444326	12/08/2020	Open	Orion Distributing Inc dba Johnstone Supply	\$28.07
444327	12/08/2020	Open	OverDrive, Inc.	\$5,000.50
444328	12/08/2020	Open	Pablo Barreto	\$2,370.44
444329	12/08/2020	Open	Pacific Coast Battery Service Inc	\$389.86
444330	12/08/2020	Open	Pacific Gas and Electric Company	\$19,186.11
444331	12/08/2020	Open	Pacific Truck Parts Inc	\$107.04
444332	12/08/2020	Open	Patricia Meraz	\$137.53
444333	12/08/2020	Open	Pavement Engineering, Inc	\$50,550.00
444334	12/08/2020	Open	Peninsula Messenger, LLC	\$210.00
444335	12/08/2020	Open	Petsmart	\$436.95
444336	12/08/2020	Open	Pinnacle Peak Holding Corp. dba Setcom Corp.	\$1,496.50
444337	12/08/2020	Open	PLM Lender Services Inc	\$1,550.00
444338	12/08/2020	Open	PNC Equipment Finance, LLC	\$28,902.59
444339	12/08/2020	Open	Praxair	\$82.70
444340	12/08/2020	Open	Preferred Alliance Inc.	\$4,251.60
444341	12/08/2020	Open	Protel Communications, Inc dba Protelesys Corporat	\$148.34
444342	12/08/2020	Open	Pure Water	\$7.75
444343	12/08/2020	Open	Qal-Tek Associates, LLC	\$910.00
444344	12/08/2020	Open	Quality Water Enterprises	\$239.00
444345	12/08/2020	Open	Radio Bilingue, Inc	\$500.00
444346	12/08/2020	Open	RangeForce Inc	\$5,000.00
444347	12/08/2020	Open	Ray Corpuz	\$1,722.36
444348	12/08/2020	Open	Raymond Montemayor	\$1,825.07
444349	12/08/2020	Open	Regional Government Services	\$6,547.90
444350	12/08/2020	Open	RELX Inc. dba LexisNexis, Division of RELX Inc.	\$906.00
444351	12/08/2020	Open	Rexel USA, Inc dba Platt Electric Supply	\$455.77
444352	12/08/2020	Open	Richard Diaz	\$21.24
444353	12/08/2020	Open	Richard Maldonado	\$100.00
444354	12/08/2020	Open	Ricky Williams	\$100.00
444355	12/08/2020	Open	Rincon Consultants, Inc.	\$7,031.00
444356	12/08/2020	Open	Robert Eggers	\$100.00
444357	12/08/2020	Open	Robert Eggleston	\$100.00

# City of Salinas

## Claim Check Report 444194-444410

From Payment Date: 11/24/2020 - To Payment Date: 12/8/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444358	12/08/2020	Open	Romie Lane Pet Hospital	\$4,050.47
444359	12/08/2020	Open	Safeway Sign Company	\$3,178.54
444360	12/08/2020	Open	Salinas Californian	\$296.31
444361	12/08/2020	Open	Salinas Valley Ford Inc	\$1,918.59
444362	12/08/2020	Open	Salinas Valley Roofing Company	\$650.00
444363	12/08/2020	Open	Sally Swanson Architects Inc	\$988.70
444364	12/08/2020	Open	San Jose Motosport, Inc dba San Jose BMW	\$94,200.31
444365	12/08/2020	Open	San Lorenzo Lumber	\$99.41
444366	12/08/2020	Open	Scott Tyler	\$100.00
444367	12/08/2020	Open	Sheldon Bryan	\$100.00
444368	12/08/2020	Open	Simon Jimenez	\$100.00
444369	12/08/2020	Open	Smart and Final Iris	\$250.95
444370	12/08/2020	Open	Smile Business Products, Inc.	\$1,778.05
444371	12/08/2020	Open	Smith and Enright Landscaping	\$14,020.74
444372	12/08/2020	Open	Smokey Key Service	\$919.21
444373	12/08/2020	Open	Snow Signs	\$600.00
444374	12/08/2020	Open	Stanley Cooper	\$100.00
444375	12/08/2020	Open	Summit Uniform	\$872.91
444376	12/08/2020	Open	Sunstar Media	\$25.00
444377	12/08/2020	Open	Suzanne Cottle-Gavalla	\$100.00
444378	12/08/2020	Open	SWRCB Accounting Office	\$24,526.00
444379	12/08/2020	Open	Tara Hullinger	\$2,239.07
444380	12/08/2020	Open	Target Pest Control	\$875.00
444381	12/08/2020	Open	Ted Koch	\$100.00
444382	12/08/2020	Open	Tenacity Forensic Examination Services	\$13,710.00
444383	12/08/2020	Open	Terry Gerhardstein	\$100.00
444384	12/08/2020	Open	The Bank Of New York Mellon	\$1,500.00
444385	12/08/2020	Open	The Marketing Department Inc dba TMD Creative	\$570.01
444386	12/08/2020	Open	The Recorder	\$606.19
444387	12/08/2020	Open	Thomas Luzod	\$100.00
444388	12/08/2020	Open	Thomas S Allems MD MPH	\$1,050.00
444389	12/08/2020	Open	Todd Kessler	\$100.00
444390	12/08/2020	Open	Todd Swinscoe	\$100.00
444391	12/08/2020	Open	Tracy Molfino	\$100.00
444392	12/08/2020	Open	Tri County Fire Protection	\$640.00
444393	12/08/2020	Open	U.S. Bank National Association ND	\$742.77
444394	12/08/2020	Open	United Parcel Service	\$98.64
444395	12/08/2020	Open	United States Postal Service	\$2,478.70
444396	12/08/2020	Open	Valley Saw Shop	\$302.07
444397	12/08/2020	Open	Valley Trophies and Detectors	\$1,088.68
444398	12/08/2020	Open	Vegetable Growers Supply Company	\$885.01

# City of Salinas

## Claim Check Report 444194-444410

From Payment Date: 11/24/2020 - To Payment Date: 12/8/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444399	12/08/2020	Open	Verizon Wireless	\$1,279.63
444400	12/08/2020	Open	VertiGIS North America Ltd.	\$1,060.00
444401	12/08/2020	Open	Veterinary Emergency and Specialty Center	\$449.00
444402	12/08/2020	Open	Vincent Maiorana	\$60.50
444403	12/08/2020	Open	Vision Service Plan	\$287.52
444404	12/08/2020	Open	W W Grainger Inc	\$3,649.66
444405	12/08/2020	Open	Walmart Community BRC	\$5,103.07
444406	12/08/2020	Open	Wayne Vance	\$100.00
444407	12/08/2020	Open	Western Systems, Incorporated	\$14,998.80
444408	12/08/2020	Open	Williams Equipment Company	\$5,286.37
444409	12/08/2020	Open	World Book Encyclopedia	\$163.88
444410	12/08/2020	Open	Worldpac	\$35.05
Type Check Totals:				\$1,308,945.18
General Account - General Account Totals				

# City of Salinas

## Claim Checks 444411-444543

From Payment Date: 12/10/2020 - To Payment Date: 12/15/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444411	12/10/2020	Open	Supreme Court of the U.S	\$200.00
444412	12/15/2020	Open	Guadalupe Rodriguez	\$176.00
444413	12/15/2020	Open	2NDNATURE, LLC	\$54,306.87
444414	12/15/2020	Open	4 Imprint	\$10,712.14
444415	12/15/2020	Open	Alameda Electrical Distributors	\$289.16
444416	12/15/2020	Open	Alhambra and Sierra Spring DS Waters of America LP	\$608.36
444417	12/15/2020	Open	Amazon.Com	\$1,118.27
444418	12/15/2020	Open	American Supply Company	\$213.48
444419	12/15/2020	Open	Analgesic Services Inc	\$123.00
444420	12/15/2020	Open	Andrew T Stein DbA ParkInk	\$1,461.93
444421	12/15/2020	Open	AT and T	\$14,347.71
444422	12/15/2020	Open	AT and T	\$167.12
444423	12/15/2020	Open	Axon Enterprise, Inc.	\$261,306.14
444424	12/15/2020	Open	B & H Foto & Electronics Corp	\$1,404.66
444425	12/15/2020	Open	Baltazar N Rodriguez Jr dba Pacifica Construction	\$19,295.00
444426	12/15/2020	Open	Bayside Oil II Inc.	\$273.00
444427	12/15/2020	Open	Boots Road Group LLC	\$2,933.00
444428	12/15/2020	Open	Cadence Team, LLC	\$875.00
444429	12/15/2020	Open	California Water Service	\$29,069.19
444430	12/15/2020	Open	Canon Financial Services Inc	\$508.02
444431	12/15/2020	Open	CDW-G	\$2,848.73
444432	12/15/2020	Open	Central Coast Center For Independent	\$11,049.73
444433	12/15/2020	Open	Central Coast YMCA	\$14,121.00
444434	12/15/2020	Open	Cintas	\$1,066.02
444435	12/15/2020	Open	City Clerks Association of California	\$295.00
444436	12/15/2020	Open	Coast Automotive Warehouse Inc	\$201.89
444437	12/15/2020	Open	Comcast (Business)	\$106.23
444438	12/15/2020	Open	Comcast (Business)	\$54.11
444439	12/15/2020	Open	CSC Of Salinas	\$462.75
444440	12/15/2020	Open	Data Ticket Inc	\$357.75
444441	12/15/2020	Open	Dataflow Business Systems Inc	\$1,817.16
444442	12/15/2020	Open	Demco	\$939.85
444443	12/15/2020	Open	Denise Ledezma Petty Cash	\$12.95
444444	12/15/2020	Open	Don Chapin Inc	\$120.00
444445	12/15/2020	Open	Downtown Streets, Inc	\$53,186.52
444446	12/15/2020	Open	Earth Experience International LLC dba Earth Exper	\$5,000.00
444447	12/15/2020	Open	Edges Electrical Group, LLC	\$64.67
444448	12/15/2020	Open	Employment Development Department	\$52,725.66
444449	12/15/2020	Open	Farmworker Educational Radio Network Inc dba La	\$399.84
444450	12/15/2020	Open	Fastenal Company	\$1,124.36
444451	12/15/2020	Open	Fed Ex	\$7.90

# City of Salinas

## Claim Checks 444411-444543

From Payment Date: 12/10/2020 - To Payment Date: 12/15/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444452	12/15/2020	Open	Ferguson US Hodings, Inc dba Ferguson Enterprises	\$246.60
444453	12/15/2020	Open	Findaway World LLC	\$2,774.62
444454	12/15/2020	Open	First Alarm	\$95.00
444455	12/15/2020	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$1,723.43
444456	12/15/2020	Open	Golden State Emergency Vehicle Service Inc	\$1,204.41
444457	12/15/2020	Open	Golden State Truck and Trailer Repair	\$10,223.72
444458	12/15/2020	Open	Gregory Patterson dba CCOI Gate & Fence	\$225.00
444459	12/15/2020	Open	Harris and Associates	\$425.50
444460	12/15/2020	Open	Harris and Associates	\$49,426.35
444461	12/15/2020	Open	Hydro Turf	\$141.72
444462	12/15/2020	Open	Ingram Book Company	\$50,765.50
444463	12/15/2020	Open	Interstate Battery System Inc	\$491.52
444464	12/15/2020	Open	Jan Roehl Dba Jan Roehl Consulting	\$3,450.00
444465	12/15/2020	Open	Jesse And Evan Inc dba La Plaza Bakery	\$133.48
444466	12/15/2020	Open	Jonathan Saguil dba Flying Artichoke	\$327.75
444467	12/15/2020	Open	Kanco Inc. / Mighty Auto Parts	\$28.47
444468	12/15/2020	Open	Kyle Umidon dba Northern California's Emergency	\$8,743.49
444469	12/15/2020	Open	Lakeshore Learning Materials	\$2,783.44
444470	12/15/2020	Open	LexisNexis Risk Data Management Inc Accurant Acct	\$223.05
444471	12/15/2020	Open	Life Assist	\$1,366.72
444472	12/15/2020	Open	M3 Environmental Consulting	\$3,140.00
444473	12/15/2020	Open	Mackay Motor Parts, Inc dba Napa Auto Parts	\$761.27
444474	12/15/2020	Open	Martha Carvey Petty Cash Custodian	\$17.47
444475	12/15/2020	Open	Midwest Tape, LLC dba Midwest Tape	\$354.75
444476	12/15/2020	Open	MMSOFT Design Limited	\$7,215.48
444477	12/15/2020	Open	MNS Engineers, Inc	\$3,560.00
444478	12/15/2020	Open	Monterey County Emergency Communications Dept	\$802,067.97
444479	12/15/2020	Open	Monterey One Water	\$6,233.80
444480	12/15/2020	Open	Monterey Pen Engineering	\$408,760.73
444481	12/15/2020	Open	Monterey Pen Engineering	\$411,232.20
444482	12/15/2020	Open	Monterey Pen Engineering	\$333,976.39
444483	12/15/2020	Open	Monterey Pen Engineering	\$164,302.50
444484	12/15/2020	Open	Monterra Ranch Of Monterey Home Owner's Associatio	\$2,250.00
444485	12/15/2020	Open	Moore Wallace dba RR Donnelley	\$2,237.44
444486	12/15/2020	Open	MP Express	\$213.16
444487	12/15/2020	Open	Municipal Maintenance Equipment dba MME	\$548.87
444488	12/15/2020	Open	My Chevrolet	\$101.15
444489	12/15/2020	Open	Office Depot Business Service Division	\$1,937.88
444490	12/15/2020	Open	Overhead Door Company Of Salinas	\$200.00
444491	12/15/2020	Open	Owen Equipment Sales	\$456.18
444492	12/15/2020	Open	Pacific Gas and Electric Company	\$1,427.27

# City of Salinas

## Claim Checks 444411-444543

From Payment Date: 12/10/2020 - To Payment Date: 12/15/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444493	12/15/2020	Open	Pacific Gas and Electric Company	\$4,703.37
444494	12/15/2020	Open	Pacific Truck Parts Inc	\$300.00
444495	12/15/2020	Open	Petsmart	\$109.23
444496	12/15/2020	Open	Pure Water	\$525.56
444497	12/15/2020	Open	Quality Water Enterprises	\$128.41
444498	12/15/2020	Open	Quinn Company	\$311.73
444499	12/15/2020	Open	Remy Moose and Manley Attorneys at Law LLP	\$2,392.00
444500	12/15/2020	Open	Robert Half International, Inc dba Accountemps, Of	\$3,933.12
444501	12/15/2020	Open	Russell Auria Pest Control Services	\$290.00
444502	12/15/2020	Open	Safety-Kleen Systems, Inc.	\$250.00
444503	12/15/2020	Open	Salinas Valley Ford Inc	\$65.22
444504	12/15/2020	Open	Salinas Valley Solid Waste Authority	\$1,057.64
444505	12/15/2020	Open	Same Day Shred	\$180.00
444506	12/15/2020	Open	San Lorenzo Lumber	\$2,226.70
444507	12/15/2020	Open	Saul Ramirez Morales Authorized Matco Tools Dist.	\$820.14
444508	12/15/2020	Open	Shred-It US JV LLC dba Shred-It USA LLC	\$365.48
444509	12/15/2020	Open	Smith and Enright Landscaping	\$9,102.89
444510	12/15/2020	Open	Smokey Key Service	\$81.94
444511	12/15/2020	Open	SpeakWrite LLC	\$13,178.30
444512	12/15/2020	Open	Star Sanitation Services	\$297.68
444513	12/15/2020	Open	Steve McShane	\$40.89
444514	12/15/2020	Open	Sturdy Oil Company	\$2,583.72
444515	12/15/2020	Open	Target Pest Control	\$270.00
444516	12/15/2020	Open	TEC Equipment, Inc.	\$97.50
444517	12/15/2020	Open	Tehama Golf Club LLC	\$1,800.00
444518	12/15/2020	Open	Trentman Corp. dba Interstate Sales/T-Man Traffic	\$2,461.19
444519	12/15/2020	Open	Tri County Fire Protection	\$198.00
444520	12/15/2020	Open	U.S. Bank National Association ND	\$8,234.04
444521	12/15/2020	Open	United Parcel Service	\$116.81
444522	12/15/2020	Open	Valley Saw Shop	\$606.38
444523	12/15/2020	Open	Valley Trophies and Detectors	\$697.02
444524	12/15/2020	Open	Vals Plumbing and Heating Inc	\$18,841.65
444525	12/15/2020	Open	Veritiv Operating Company Formerly xpedx	\$636.90
444526	12/15/2020	Open	Verizon Wireless	\$5,076.44
444527	12/15/2020	Open	Verizon Wireless	\$2,721.67
444528	12/15/2020	Open	Verizon Wireless	\$2,797.77
444529	12/15/2020	Open	Verizon Wireless	\$336.32
444530	12/15/2020	Open	Verizon Wireless	\$2,179.35
444531	12/15/2020	Open	Verizon Wireless	\$257.18
444532	12/15/2020	Open	VertiGIS North America Ltd.	\$1,060.00
444533	12/15/2020	Open	Voyager	\$1,042.50

# City of Salinas

## Claim Checks 444411-444543

From Payment Date: 12/10/2020 - To Payment Date: 12/15/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444534	12/15/2020	Open	W W Grainger Inc	\$10.59
444535	12/15/2020	Open	Wald, Ruhnke & Dost Architects, LLP	\$8,900.00
444536	12/15/2020	Open	Water Tech	\$3,150.00
444537	12/15/2020	Open	Wilbur-Ellis Company	\$218.85
444538	12/15/2020	Open	Willdan Financial Services	\$9,885.00
444539	12/15/2020	Open	Worldpac	\$40.53
444540	12/15/2020	Open	Betty Hatchett	\$25.25
444541	12/15/2020	Open	El Volcan	\$56,084.86
444542	12/15/2020	Open	Gourley Construction	\$816.35
444543	12/15/2020	Open	Luis Vargas c/o In Studio Architect	\$562.39
Type Check Totals:				\$3,003,213.01
General Account - General Account Totals				



# City of Salinas

## Claim Check Report 444544-444725

From Payment Date: 12/22/2020 - To Payment Date: 12/22/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444544	12/22/2020	Open	Angel Gonzalez	\$136.50
444545	12/22/2020	Open	David Pritt	\$136.50
444546	12/22/2020	Open	Justin Heckman	\$136.50
444547	12/22/2020	Open	Manuel Lopez	\$136.50
444548	12/22/2020	Open	Tyler Provost	\$225.00
444549	12/22/2020	Open	Sig Sauer, Inc.	\$2,600.00
444550	12/22/2020	Open	2NDNATURE, LLC	\$2,785.50
444551	12/22/2020	Open	ABAG Power Purchasing Pool	\$6,658.01
444552	12/22/2020	Open	Acme Car Wash (William Pierce Inc)	\$1,474.99
444553	12/22/2020	Open	Acme Rotary Broom Service	\$5,821.59
444554	12/22/2020	Open	Alco Water	\$22,780.78
444555	12/22/2020	Open	Alhambra and Sierra Spring DS Waters of America LP	\$24.73
444556	12/22/2020	Open	All Pets Hospital	\$99.81
444557	12/22/2020	Open	All Safe Security Alarm	\$135.00
444558	12/22/2020	Open	Amazon.Com	\$2,057.44
444559	12/22/2020	Open	American Assoc Of Airport Executive	\$275.00
444560	12/22/2020	Open	American Supply Company	\$837.88
444561	12/22/2020	Open	Aramark Uniform & Career Apparel Group, Inc	\$1,579.17
444562	12/22/2020	Open	Arrowhead Forensics	\$683.75
444563	12/22/2020	Open	AT&T Mobility	\$18,966.18
444564	12/22/2020	Open	AT&T Mobility	\$141.69
444565	12/22/2020	Open	Aviation Management Consulting Group, Inc.	\$4,050.00
444566	12/22/2020	Open	Axon Enterprise, Inc.	\$11,157.75
444567	12/22/2020	Open	Baker and Taylor	\$1,510.70
444568	12/22/2020	Open	Blancas Construction, Inc.	\$1,057.50
444569	12/22/2020	Open	Bound Tree Medical	\$677.50
444570	12/22/2020	Open	Bridgestone Americas, Inc dba Bridgestone America	\$426.76
444571	12/22/2020	Open	Brodart Company	\$32.64
444572	12/22/2020	Open	CACEO	\$570.00
444573	12/22/2020	Open	California Department of Tax and Fee Administratio	\$5,532.47
444574	12/22/2020	Open	California Newspapers Partnership Dba The Mercury	\$640.27
444575	12/22/2020	Open	California Towing and Transport	\$1,765.10
444576	12/22/2020	Open	California Water Service	\$2,836.01
444577	12/22/2020	Open	Candid dba Foundation Center	\$2,995.00
444578	12/22/2020	Open	CDW-G	\$30,578.65
444579	12/22/2020	Open	CEB	\$513.11
444580	12/22/2020	Open	Central Coast Center For Independent	\$60,504.25
444581	12/22/2020	Open	Central Coast Commercial Tire Center Inc	\$120.00
444582	12/22/2020	Open	Central Coast Systems Inc	\$236.00
444583	12/22/2020	Open	Cintas	\$113.46
444584	12/22/2020	Open	Coast Automotive Warehouse Inc	\$275.27

# City of Salinas

## Claim Check Report 444544-444725

From Payment Date: 12/22/2020 - To Payment Date: 12/22/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444585	12/22/2020	Open	Colantuono, Highsmith & Whatley, PC	\$1,839.98
444586	12/22/2020	Open	Comcast (Business)	\$49.08
444587	12/22/2020	Open	Comcast (Business)	\$196.88
444588	12/22/2020	Open	Comcast (Business)	\$275.89
444589	12/22/2020	Open	Community Foundation for Monterey County	\$750.00
444590	12/22/2020	Open	Community Homeless Solutions	\$56,026.52
444591	12/22/2020	Open	Community Hospital Of The Monterey Peninsula	\$150.00
444592	12/22/2020	Open	CONCERN	\$3,944.10
444593	12/22/2020	Open	Consolidated Electrical Distributors, Inc.	\$259.73
444594	12/22/2020	Open	CorVel Corporation Inc dba CorVel Enterprise Compa	\$17,528.41
444595	12/22/2020	Open	County of Monterey Information Technology Dept	\$6,200.48
444596	12/22/2020	Open	CSG Consultants	\$13,840.00
444597	12/22/2020	Open	Dataflow Business Systems Inc	\$126.41
444598	12/22/2020	Open	David E. Ramos, MD, Inc	\$7,200.00
444599	12/22/2020	Open	Della Mora Heating and Sheet Metal and Air Conditi	\$422.50
444600	12/22/2020	Open	Deluxe Small Business Sales Inc	\$2,790.13
444601	12/22/2020	Open	Demco	\$351.19
444602	12/22/2020	Open	DMV	\$19,994.00
444603	12/22/2020	Open	Don Chapin Inc	\$1,399.80
444604	12/22/2020	Open	Downtown Streets, Inc	\$23,356.34
444605	12/22/2020	Open	East Bay Tire Company	\$2,269.76
444606	12/22/2020	Open	ESO Solutions Inc	\$8,495.00
444607	12/22/2020	Open	Euphesus Trading Inc. dba Lil Pals' Pet World	\$247.41
444608	12/22/2020	Open	Evident	\$49.50
444609	12/22/2020	Open	Fastenal Company	\$178.75
444610	12/22/2020	Open	Fed Ex	\$17.50
444611	12/22/2020	Open	Ferguson US Hodings, Inc dba Ferguson Enterprises	\$572.54
444612	12/22/2020	Open	First Alarm Security & Patrol Inc dba An Allied Un	\$9,285.63
444613	12/22/2020	Open	Golden State Emergency Vehicle Service Inc	\$1,590.60
444614	12/22/2020	Open	Golden State Truck and Trailer Repair	\$7,322.22
444615	12/22/2020	Open	Granite Construction Company	\$10,533.39
444616	12/22/2020	Open	Granite Rock Co	\$1,314.76
444617	12/22/2020	Open	Green Rubber Kennedy Ag	\$153.79
444618	12/22/2020	Open	Ground Zero Analysis, Inc	\$552.00
444619	12/22/2020	Open	Harris and Associates	\$32,640.81
444620	12/22/2020	Open	Hilda Garcia Petty Cash Custodian	\$57.30
444621	12/22/2020	Open	Hollister Honda	\$1,243.68
444622	12/22/2020	Open	Home Depot Credit Services	\$796.23
444623	12/22/2020	Open	Hydro Turf	\$28.27
444624	12/22/2020	Open	Ingram Book Company	\$13,515.12
444625	12/22/2020	Open	International Business Information Technologoes In	\$8,542.00

# City of Salinas

## Claim Check Report 444544-444725

From Payment Date: 12/22/2020 - To Payment Date: 12/22/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444626	12/22/2020	Open	Interstate Battery System Inc	\$741.20
444627	12/22/2020	Open	Iteris Inc	\$29,622.05
444628	12/22/2020	Open	Jan Roehl DbA Jan Roehl Consulting	\$2,125.00
444629	12/22/2020	Open	Jensco Inc DbA J M Electric	\$45,123.00
444630	12/22/2020	Open	Jimenez Autobody Parts, Inc dba C & J Auto Parts	\$673.31
444631	12/22/2020	Open	Johnson Associates	\$43.48
444632	12/22/2020	Open	Keith Emery	\$225.00
444633	12/22/2020	Open	Kimley Horn And Assoc Inc	\$1,858.75
444634	12/22/2020	Open	KnowBe4, Inc.	\$27,896.40
444635	12/22/2020	Open	Kronos Incorporated	\$1,810.00
444636	12/22/2020	Open	L.C. Action	\$904.59
444637	12/22/2020	Open	L.N. Curtis & Sons dba Curtis Blue Line	\$4,325.11
444638	12/22/2020	Open	LAZ Karp Assoc., LLC dba LAZ Parking California	\$14,506.70
444639	12/22/2020	Open	Lehr Auto Electric	\$195,199.31
444640	12/22/2020	Open	Liebert Cassidy Whitmore	\$75.00
444641	12/22/2020	Open	Life Assist	\$227.79
444642	12/22/2020	Open	M3 Environmental Consulting	\$825.00
444643	12/22/2020	Open	Mackay Motor Parts, Inc dba Napa Auto Parts	\$1,780.19
444644	12/22/2020	Open	Main Street Bakery	\$375.35
444645	12/22/2020	Open	McGilloway, Ray, Brown and Kaufman	\$26,200.00
444646	12/22/2020	Open	Midwest Tape, LLC dba Midwest Tape	\$407.44
444647	12/22/2020	Open	Mitchell 1	\$183.79
444648	12/22/2020	Open	Monterey County Health Department	\$2,775.00
444649	12/22/2020	Open	Monterey County The Herald	\$2,694.86
444650	12/22/2020	Open	Monterey One Water	\$39.32
444651	12/22/2020	Open	Monterey Pen Engineering	\$977,309.23
444652	12/22/2020	Open	Monterey Pen Engineering	\$461,463.01
444653	12/22/2020	Open	Monterey Pen Engineering	\$973,316.78
444654	12/22/2020	Open	Monterey Sanitary Supply Inc Altius Medical	\$235.93
444655	12/22/2020	Open	My Chevrolet	\$1,564.09
444656	12/22/2020	Open	My Jeep	\$164.14
444657	12/22/2020	Open	NI Goverment Services Inc.	\$884.71
444658	12/22/2020	Open	O'Reilly Auto Parts	\$933.45
444659	12/22/2020	Open	Office Depot Business Service Division	\$4,027.67
444660	12/22/2020	Open	Omega Industrial Supply Inc	\$1,925.93
444661	12/22/2020	Open	Orion Distributing Inc dba Johnstone Supply	\$1.50
444662	12/22/2020	Open	Owen Equipment Sales	\$571.23
444663	12/22/2020	Open	Pacific Coast Battery Service Inc	\$897.71
444664	12/22/2020	Open	Pacific Gas and Electric Company	\$4,230.93
444665	12/22/2020	Open	Pacific Truck Parts Inc	\$1,195.94
444666	12/22/2020	Open	Partners For Peace	\$25,389.16

# City of Salinas

## Claim Check Report 444544-444725

From Payment Date: 12/22/2020 - To Payment Date: 12/22/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444667	12/22/2020	Open	Penguin Management, Inc. dba eDispatches	\$2,148.00
444668	12/22/2020	Open	Pinnacle Medical Group Inc dba Pinnacle Healthcare	\$250.00
444669	12/22/2020	Open	Polaris Consulting	\$2,000.00
444670	12/22/2020	Open	Protel Communications, Inc dba Proteleses Corporat	\$148.69
444671	12/22/2020	Open	Qal-Tek Associates, LLC	\$165.00
444672	12/22/2020	Open	R3 Consulting Group, Inc.	\$3,075.00
444673	12/22/2020	Open	Ray Vargas Inc. dba Advanced Towing	\$99.00
444674	12/22/2020	Open	Republic Services of Salinas	\$2,822.19
444675	12/22/2020	Open	Rhythm Engineering, LLC	\$13,110.00
444676	12/22/2020	Open	Robert Half International, Inc dba Accountemps, Of	\$136.00
444677	12/22/2020	Open	RRM Design Group, A California Corp dba RRM Design	\$140.00
444678	12/22/2020	Open	S & L Investments dba Salinas Valley ProSquad	\$6,516.30
444679	12/22/2020	Open	Safety-Kleen Systems, Inc.	\$3,277.28
444680	12/22/2020	Open	Salinas Californian	\$1,583.30
444681	12/22/2020	Open	Salinas Valley Ford Inc	\$1,990.42
444682	12/22/2020	Open	Same Day Shred	\$122.50
444683	12/22/2020	Open	Samuel Jenkinson dba Jenkinson & Sala Family Xmas	\$259.98
444684	12/22/2020	Open	San Jose Motosport, Inc dba San Jose BMW	\$520.88
444685	12/22/2020	Open	San Lorenzo Lumber	\$127.56
444686	12/22/2020	Open	Sentry Alarm System	\$1,524.00
444687	12/22/2020	Open	Serco Inc.	\$28,549.05
444688	12/22/2020	Open	ShotSpotter, Inc.	\$455,000.00
444689	12/22/2020	Open	Silver and Wright LLP	\$3,615.47
444690	12/22/2020	Open	Smart and Final Iris	\$143.09
444691	12/22/2020	Open	Smith and Enright Landscaping	\$57,038.40
444692	12/22/2020	Open	Smokey Key Service	\$92.86
444693	12/22/2020	Open	State Water Resource Control Board	\$45,252.00
444694	12/22/2020	Open	Stericycle Inc	\$133.40
444695	12/22/2020	Open	Steven M Barone	\$16,637.59
444696	12/22/2020	Open	Sturdy Oil Company	\$44,340.67
444697	12/22/2020	Open	Sunstar Media	\$25.00
444698	12/22/2020	Open	TALX UC Express	\$210.00
444699	12/22/2020	Open	Target Pest Control	\$850.00
444700	12/22/2020	Open	The Ed Jones Company, Incorporated	\$567.96
444701	12/22/2020	Open	Thomson-West/Barclays	\$670.25
444702	12/22/2020	Open	Traffic Logix, Corp.	\$40,533.27
444703	12/22/2020	Open	Tri County Fire Protection	\$1,516.30
444704	12/22/2020	Open	U.S. Bank National Association ND	\$33,930.12
444705	12/22/2020	Open	United Parcel Service	\$94.17
444706	12/22/2020	Open	Valley Saw Shop	\$175.89
444707	12/22/2020	Open	Valley Trophies and Detectors	\$125.64

# City of Salinas

## Claim Check Report 444544-444725

From Payment Date: 12/22/2020 - To Payment Date: 12/22/2020

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
444708	12/22/2020	Open	Vals Plumbing and Heating Inc	\$323.69
444709	12/22/2020	Open	Ventana Wildlife Society	\$75.00
444710	12/22/2020	Open	Verizon Wireless	\$4,074.10
444711	12/22/2020	Open	Verizon Wireless	\$927.37
444712	12/22/2020	Open	Verizon Wireless	\$282.55
444713	12/22/2020	Open	Verizon Wireless	\$223.12
444714	12/22/2020	Open	Verizon Wireless	\$2,612.70
444715	12/22/2020	Open	W W Grainger Inc	\$836.74
444716	12/22/2020	Open	World Book Encyclopedia	\$1,091.42
444717	12/22/2020	Open	Worldpac	\$1,497.10
444718	12/22/2020	Open	York Risk Services Group, Inc	\$6,814.33
444719	12/22/2020	Open	Adriana Ambriz	\$100.00
444720	12/22/2020	Open	Elizebith Padilla	\$327.50
444721	12/22/2020	Open	Heriberto F Garcia	\$110.74
444722	12/22/2020	Open	Maria Gomez	\$100.00
444723	12/22/2020	Open	Micaela T Humbert	\$622.99
444724	12/22/2020	Open	Raquel Sisayan	\$100.00
444725	12/22/2020	Open	Sterling Properties Management	\$40.80
Type Check Totals:				\$4,053,819.09
General Account - General Account Totals				



## Legislation Text

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**File #:** ID#20-562, **Version:** 1

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### **Master Service Agreements for Uniform Security Guard Services**

Approve a Resolution approving Master Service Agreements for Uniform Security Guard Services with Allied Universal Security Services and Condor Security of America, Inc. to provide uniform security guard services for the City of Salinas on an “As-Needed” Basis.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

---

**DATE:** JANUARY 5, 2021

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT

**FROM:** DAVID JACOBS, DIRECTOR

**THRU:** HILDA GARCIA, PW ADMIN SUPERVISOR

**TITLE:** MASTER SERVICE AGREEMENTS FOR UNIFORM SECURITY GUARD SERVICES

**RECOMMENDED MOTION:**

A motion to approve master service agreements with Allied Universal Security Services and Condor Security of America, Inc to provide uniform security guard services for the City of Salinas.

**RECOMMENDATION:**

It is recommended City Council approve a resolution approving master service agreements with Allied Universal Security Services and Condor Security of America, Inc. to provide uniform security guard services for the City of Salinas on an “as needed” basis.

**EXECUTIVE SUMMARY:**

In 2017, following an in-depth evaluation, the City recognized the benefits provided to the general public and cost savings associated with contracting uniform security guard services for its various City-owned facilities. Subsequently, three master service agreements were awarded and are now at term's end.

In October 2020 a new Request for Proposals was published and yielded nine responses. An evaluation committee was formed and ranked the two highest scoring proposals. Allied Universal Security Service and Condor Security of America, Inc. were the two highest scoring proposals and have agreed to the terms of a two-year contract agreement with three additional, one-year options to extend. Following the execution of the master service agreements, City Departments will have the opportunity to execute individual task orders with either of the two firms on retainer.

**BACKGROUND:**

In 2017 City Staff conducted a review of facility sites, existing security services and agreements, price structures and a survey of facility needs. From this evaluation the City recognized the benefits provided to the general public and cost savings by contracting uniform security guard services for its libraries, parks, the Airport, Train Station, parking facilities and other City-owned facilities.

Following an RFP process, on December 5, 2017 City Council awarded master service agreements to three firms for a term of three years.

On October 20, 2020 a new RFP for Uniform Security Guard Services was published via the eProcurement website PlanetBids. The security needs are complex and vary from facility to facility and even to department and/or operation. With this in mind, the RFP was structured in a manner to allow multiple awards so department could contract with the best fit contractor.

A total of 27 contractors registered as prospective bidders. Proposals were due on November 17, 2020, at which time nine contractors submitted proposals for evaluation.

An evaluation committee comprised of City personnel was formed to review the proposals. The committee conducted a thorough evaluation based on the criteria set forth in Section 6 of the RFP. Proposals' prices were then evaluated using the Ratio Method, and a final score assigned to each respondent. With the Ratio Method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This method is one of three methods suggested by the State Procurement Bureau for scoring the cost portion of an RFP response.

The contractors that submitted the two highest rated proposals were notified and agreed to the terms and conditions set forth in the standard agreement. The two highest rated proposals are from:

1. Condor Security of America, Inc.; and
2. Allied Universal Protection Services.

Following the execution of the Master Service Agreements, Departments will have the opportunity to execute individual Task Orders with either of the two firms on retainer as per the terms and conditions in the master service agreements.

#### 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 approval of the two Master Service Agreements relates to the City Council's Vision and Strategic Goal of Public Safety by providing facility security services in a cost effective and responsive manner.

#### DEPARTMENTAL COORDINATION:

The Public Works Department prepared the RFP in cooperation with the Community Development and Library and Community Services Departments. The review of the Proposals was a collaborative effort between Library and Community Services and Public Works Departments.



FISCAL AND SUSTAINABILITY IMPACT:

There is no immediate fiscal impact associated with the approval of the Master Services Agreements. Costs associated with the security guard firms will be realized after the execution of the individual task orders which will be funded through Department, Division, and/or project funds.

ATTACHMENTS:

Resolution

**RESOLUTION NO. \_\_\_\_\_ (N.C.S.)**

**A RESOLUTION APPROVING MASTER SERVICE AGREEMENTS FOR UNIFORM SECURITY GUARD SERVICES BETWEEN THE CITY OF SALINAS AND ALLIED UNIVERSAL SECURITY SERVICES AND CONDOR SECURITY OF AMERICA, INC.**

**WHEREAS**, the City of Salinas recognizes the benefits provided to the general public and cost savings by contracting uniform security guard services for its libraries, parks, the Airport, Train Station, parking facilities, and other City-owned facilities; and

**WHEREAS**, in December 2017 City Council awarded three master service agreements for uniform security services that are now at the end of the term; and

**WHEREAS**, on October 20, 2020, a Request for Proposals (“RFP”), was published on the City’s eProcurement website, PlanetBids seeking qualified contractors to provide uniform security services for City facilities; and

**WHEREAS**, on November 17, 2020, at the close of the proposal submittal deadline, the City received nine proposals from qualified contractors to provide uniform security guard services for various departments and City facilities; and

**WHEREAS**, an evaluation committee, conducted a thorough evaluation and scoring of the proposals based on the criteria set forth in the RFP; and

**WHEREAS**, using the Ratio Method, each proposal’s cost was evaluated, assigned a score and then combined with the evaluation committee’s score (from the RFP criteria), thus providing a final “score” from each contractor; and

**NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council pursuant to the Salinas Municipal Code Section 12-21, in reference to uniform security guard services contract, that all said proposals are rejected except the proposal of Allied Universal Security Service (“Allied”) and Condor Security of America, Inc. (“Condor”) being the two most qualified are hereby accepted. The subject contract agreements are awarded for a period of two years, with three additional one-year annual renewal options, and more specifically at the prices particularly set forth and contained in Allied and Condor’s Proposal for Uniform Security Guard Services, included as Exhibit C in their service agreement.

**PASSED AND APPROVED** this 5th day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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Kimbley Craig, Mayor

**ATTEST:**

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Patricia M. Barajas, City Clerk

AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF SALINAS AND ALLIED  
UNIVERSAL SECURITY SERVICES



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE CITY OF SALINAS AND ALLIED UNIVERSAL SECURITY SERVICES**

**UNIFORMED SECURITY GUARD SERVICES**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 5<sup>TH</sup> day of January 2021, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and Allied Universal Security Services, a California limited liability partnership (hereinafter “Contractor”).

**RECITALS**

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

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

**NOW, THEREFORE**, City and Contractor agree as follows:

**TERMS**

1. **Scope of Service.** The scope of Contractor’s services are discussed in City’s Request for Proposal, **Attachment B** and Contractor’s Proposal dated November 17, 2020, **Attachment C**, attached hereto and incorporated herein by reference.

2. **Term; Completion Schedule.** The initial term of this agreement shall commence on February 1, 2021 and will continue for two (2) years through January 31, 2023, unless terminated earlier (the “Initial Term”). This agreement may be renewed or extended for three (3) optional one (1) year periods (“Renewal Terms”) 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 Contractor for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit C**.

Contractor’s fees and charges do not include any sales, use, excise or similar taxes, levies or duties (“Taxes”). City is responsible for paying for all such Taxes in respect of Contractor’s Services or in respect of amounts payable by City hereunder. If Contractor has the legal obligation to pay or collect Taxes for which City is responsible under this section, the appropriate amount shall be promptly paid by City to Contractor unless City provides Contractor with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

4. **Billing.** Contractor 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, Contractor shall not bill City for duplicate services performed by more than one person. Contractor's bills shall include the following information to which such services cost or pertain:

- A brief description of services performed;
- The date the services were performed;
- The number of hours spent and by whom;
- A brief description of any costs incurred; and
- The Contractor'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 Contractor 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 Contractor until thirty (30) days after a correct and complying invoice has been submitted by Contractor. The City shall process undisputed portion immediately.

**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 the City to ensure timely and adequate performance of the Agreement.

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

**7. Responsibility of Contractor.** By executing this Agreement, Contractor 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, Contractor further agrees and represents to City that the Contractor 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 Contractor to do and perform Contractor's work. Contractor further agrees and represents that Contractor shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

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

(A) Assist Contractor 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 Contractor, 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 Contractor.

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

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

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

10. **Indemnification and Hold Harmless.**

Contractor 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 Contractor's performance of work hereunder, including the performance of work of any of Contractor's subcontractors or agents, or Contractor's failure to comply with any of its obligations contained in the agreement, to the extent such loss or damage was caused by the negligence or willful misconduct of the Contractor, its subcontractors or agents.

Anything to the contrary notwithstanding: (a) under no circumstances will Contractor be liable to the indemnified parties identified above, for consequential, incidental, indirect or punitive damages, or for lost profits.

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

12. **Access to Records.** Contractor 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 Contractor 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 Contractor's usual and customary business hours.

Contractor shall provide proper facilities to City's representative(s) for such access and inspection.

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

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

**15. Ownership of Documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Contractor, as provided herein, for the services rendered by Contractor in connection with which they were prepared. City agrees to hold harmless and indemnify the Contractor 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 Contractor.

**16. Termination.**

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

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

(2) For any reason whatsoever.

(B) Contractor shall have the authority to terminate this Agreement, upon written notice to the City as follows:

If the City fails to timely pay any invoice and such invoice is not paid within fifteen (15) after written notice to the City

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

(1) In the event of termination by the City for Contractor's default, City shall deduct from the amount due Contractor the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Contractor 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 Contractor(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay City the full amount of such expense.

(D) In the event that this Agreement is terminated by City for any reason, Contractor 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 Contractor or prepared by or for Contractor 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 Contractor's delivery to the City of such material.

(E) In the event that this Agreement is terminated by party 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.

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

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

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

**19. Independent Contractor.** It is expressly understood and agreed by both parties that Contractor, 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. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee or servant of the City.

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

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

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

**23. Notices.**

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

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

With a copy to:

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

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

Government Business Development Manager  
Erik Homan  
1473 N Davis Road  
Salinas, CA 93907  
Erik.homan@aus.com

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

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

**24. Nondiscrimination.** During the performance of this Agreement, Contractor 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. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

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

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

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

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

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

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

standing, and that any applicable bond posted in accordance with applicable laws and regulations.

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

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

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

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

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

**36. Force Majeure.** Force Majeure. No failure or omission by either party in the performance of any obligation under this contract (except for payment obligations) will be deemed a breach of this contract by such party or create any liability on the part of such party for damages or otherwise, if the same shall arise from any cause or causes beyond the control of such party, including but not limited to the following: acts of God, war, riot, insurrection, rebellion, fire, earthquake, flood, storm, disease, epidemic, pandemic, quarantine or governmental orders, acts or restrictions. The afflicted party shall notify the other party of such force majeure circumstances as soon as reasonably practical and shall promptly undertake all commercially reasonable efforts necessary to cure such force majeure circumstances.

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

**CITY OF SALINAS**

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Jim Pia  
Interim City Manager

APPROVED AS TO FORM:

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

**CONTRACTOR**

---

By (Printed Name): \_\_\_\_\_  
Its (Title): \_\_\_\_\_

## **Exhibit A - Insurance Requirements**

Contractor 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 Contractor, 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 **\$5,000,000** 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 Contractor has no owned autos, hired and non-owned, with limits no less than **\$5,000,000** 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 **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate per policy period of one year.

If the Contractor 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 Contractor. 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 to the extent of the Contractor’s indemnification obligations under this Agreement and up to the required insurance coverage amount. 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).

#### ***Primary Coverage***

For any claims related to this Agreement or the project described within this Agreement, the **Contractor’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 Contractor'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***

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

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 Contractor, its employees, agents, and subcontractors.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared by Contractor to and approved by the City. Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon Contractor's demonstration of financial capacity to carry said deductibles and self-insured retentions. Should the City require added security, the City shall accept a financial guarantee of Contractor's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

#### ***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 Contractor 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***

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

**Exhibit B - City's Request for Proposal**

## **Exhibit C - Contractor's Proposal**

AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF SALINAS AND CONDOR  
SECURITY OF AMERICA, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE CITY OF SALINAS AND CONDOR SECURITY OF AMERICA, INC.**

**UNIFORMED SECURITY GUARD SERVICES**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 5<sup>TH</sup> day of January 2021, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and Condor Security of America, Inc., a California corporation (hereinafter “Contractor”).

**RECITALS**

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

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

**NOW, THEREFORE**, City and Contractor agree as follows:

**TERMS**

1. **Scope of Service.** The scope of Contractor’s services are discussed in City’s Request for Proposal, **Attachment B** and Contractor’s Proposal dated November 17, 2020, **Attachment C**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** The initial term of this agreement shall commence on February 1, 2021 and will continue for two (2) years through January 31, 2023, unless terminated earlier (the “Initial Term”). This agreement may be renewed or extended for three (3) optional one (1) year periods (“Renewal Terms”) 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 Contractor for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit C**.
4. **Billing.** Contractor 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, Contractor shall not bill City for duplicate services performed by more than one person. Contractor’s bills shall include the following information to which such services cost or pertain:

A brief description of services performed;  
The date the services were performed;  
The number of hours spent and by whom;  
A brief description of any costs incurred; and



The Contractor'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 Contractor 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 Contractor until thirty (30) days after a correct and complying invoice has been submitted by Contractor. The City shall process undisputed portion immediately.

**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 the City to ensure timely and adequate performance of the Agreement.

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

**7. Responsibility of Contractor.** By executing this Agreement, Contractor 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, Contractor further agrees and represents to City that the Contractor 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 Contractor to do and perform Contractor's work. Contractor further agrees and represents that Contractor shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

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

(A) Assist Contractor 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 Contractor, 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 Contractor.

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

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

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

10. **Indemnification and Hold Harmless.**

Contractor 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 Contractor's performance of work hereunder, including the performance of work of any of Contractor's subcontractors or agents, or Contractor's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

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

12. **Access to Records.** Contractor 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 Contractor 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 Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for such access and inspection.

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

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

**15. Ownership of Documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Contractor, as provided herein, for the services rendered by Contractor in connection with which they were prepared. City agrees to hold harmless and indemnify the Contractor 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 Contractor.

**16. Termination.**

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

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

(2) For any reason whatsoever.

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

(1) In the event of termination by the City for Contractor's default, City shall deduct from the amount due Contractor the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Contractor 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 Contractor(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Contractor 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 Contractor or prepared by or for Contractor 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 Contractor'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 Contractor provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

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

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

**19. Independent Contractor.** It is expressly understood and agreed by both parties that Contractor, 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. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee or servant of the City.

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

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

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

**23. Notices.**

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

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

With a copy to:

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

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

Jose Moya, Vice President  
Condor Security of America, Inc.  
1522 Constitution Blvd, Ste 112  
Salinas, CA 93905

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

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

**24. Nondiscrimination.** During the performance of this Agreement, Contractor 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. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

**25. Conflict of Interest.** Contractor 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. Contractor 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, Contractor shall promptly

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

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

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

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

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

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

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

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

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

**34. Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has

given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

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

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

**CITY OF SALINAS**

\_\_\_\_\_  
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): \_\_\_\_\_

## **Exhibit A - Insurance Requirements**

Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor. 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 Contractor 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 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).

#### ***Primary Coverage***

For any claims related to this Agreement or the project described within this Agreement, the **Contractor’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 Contractor'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***

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

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 Contractor, its employees, agents, and subcontractors.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared by Contractor to and approved by the City. At the option of the City, Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor 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 Contractor 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***

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

**Exhibit B - City's Request for Proposal**

## **Exhibit C - Contractor's Proposal**



# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#20-574, **Version:** 1

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**Replacement of Damaged Asset - Purchase of 2021 Vac-Con Sewer Truck and Rental Agreement with Enviro-Clean Equipment, Inc.**

Approve a Resolution authorizing the direct purchase of one Vac-Con V312HE/1300 Mounted on a Peterbilt chassis at a cost of \$573,787.58 and approve a supplemental appropriation of \$50,000 from the Sanitary Sewer Fund 9010 to Capital Improvement Project (CIP) No. 9725; and approve a rental truck at a monthly cost of \$12,800 for a four-month minimum at a total cost of \$51,200.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** JANUARY 5, 2021

**DEPARTMENT:** PUBLIC WORKS, SANITARY SEWER DIVISION

**FROM:** DAVID JACOBS, PUBLIC WORKS DIRECTOR

**BY:** RONALD PATTERSON, FLEET MAINTENANCE SUPERVISOR

**TITLE:** REPLACEMENT OF DAMAGED ASSET

### RECOMMENDED MOTION:

It is recommended that City Council approve a resolution authorizing the direct purchase of one Vac-Con V312HE/1300 Mounted on a Peterbilt chassis at a cost of \$573,787.58 and approve a supplemental appropriation of \$50,000 from the Sanitary Sewer Fund 9010 to Capital Improvement Project (CIP) No. 9725. Also, approve a rental truck at a monthly cost of \$12,800 for a four-month minimum at a total cost of \$51,200 with the option to extend as needed.

### RECOMMENDATION:

It is recommended that City Council approve a resolution authorizing the direct purchase of one Vac-Con V312HE/1300 Mounted on a Peterbilt Model 348 chassis at a cost of \$573,787.58 which will be covered by the City's insurance policy minus the \$50,000 deductible, to replace the existing asset that was damaged due to fire. Also, approve a supplemental appropriation of \$50,000 from the Sanitary Sewer Fund 9010 to Capital Improvement Project (CIP) No. 9725 to cover the deductible. It is also recommended that the City Council approve a rental truck for a period of four or more months until the new asset is accepted.

### DISCUSSION:

This report explains why staff chose the Vac-con V312HE/1300. This sewer maintenance truck is needed to continue with the maintenance and repairs of the city infrastructure as well as provide emergency response for spills and clean ups.

### BACKGROUND:

The Sanitary Sewer Division lost a 2006 Vac-con sewer truck due to a fire on October 15<sup>th</sup>, 2020. This truck is not rebuildable due to the extent of the fire damage.

The Public Works Fleet, in conjunction with the Sanitary Sewer Division, selected the Vac-con on a Peterbilt chassis for reliability and fleet consistency ensuring that we have quick repair and

maintenance turnaround as well as user consistency in an emergency. There are other manufacturers on the market, but fleet consistency needs to be a consideration. Vactor is one manufacturer we recently tested. The Vactor operated like our old unit we had in the past, except the unit requires the front engine to be running causing additional wear and is very noisy. The Vactor is slightly less expensive, but due to the operation of the front engine and the noise we chose the Vac-con. The new truck is essentially the same specifications as the damaged truck except for modern emissions devices on the engines. We are also changing the chassis from an International to a Peterbilt. Municipal Maintenance Equipment, through Sourcewell contract #122017-AMI/VAC, has this truck at a cost of \$573,787.58.

As a part of this replacement process, we will need to rent a truck to fill the gap until our replacement truck arrives. This rental is covered by the City's insurance policy. The intent is to minimize our rental time as much as possible. We will start the rental as soon as we have ordered the truck.

Rental Unit- Enviro-Clean Equipment, Inc

Vin- 1FVHG3DVXMHMH9900

Model- VPD4216LHAEN

Cost- \$12,800 Monthly/Min four-month rental which may be longer due to manufacturing times.

The cost to purchase this truck will be reimbursed by McLaren's File: 002.05393.MI.P (CR2021-0005), the City's insurer, except for the \$50,000 dollar deductible. Also, the total cost of the rental fees will be reimbursed by McLaren's.

The cooperative purchases with other government agencies are exempt from the competitive bid process per Salinas Municipal Code Section 12-25 – Exceptions “cooperative purchasing with other governmental agencies”. Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

#### 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 requested Council action directly relates to Council's Strategic Plans or Goals of Investment “Strategies/Risk Management” and “Operational Efficiencies”.

#### DEPARTMENTAL COORDINATION:

Fleet Maintenance in coordination with the Sanitary Sewer Division had a meeting to discuss the needs of the new sewer truck. We concluded that the truck in this report meets both the needs of the Sanitary Sewer Division as well as the requirements of the Fleet Maintenance Shop. We also coordinated with the Finance Purchasing Division regarding this purchase.

#### FISCAL AND SUSTAINABILITY IMPACT:

A supplemental appropriation for \$50,000 is requested from the Sanitary Sew Fund from CIP No. 9010 to 9725 to cover the cost of the deductible. There will be no impact to the City's General Fund since money for the purchase is from the Sanitary Sewer Fund CIP No. 9725 to cover the \$50,000 deductible and the remaining sum of \$523,787.58 will come from McLarens. \$51,200 will also be covered by the city's insurance policy to cover the rental fees with the option to add additional months as needed.

#### ATTACHMENTS:

Council Resolution  
Vehicle and Equipment quotes  
Pictures



**RESOLUTION NO. \_\_\_\_\_ (N.C.S.)**

**A RESOLUTION AUTHORIZING DIRECT PURCHASE  
OF NEW 2021 VAC-CON V312HE/1300 ON A PETERBILT CHASSIS**

**WHEREAS**, replacing aging vehicles within the City of Salinas' vehicle fleet supports City's Council's Strategic Plan and Goals of "Operational Efficiencies;" and

**WHEREAS**, a City owned sewer truck sustained irreparable damage due to fire and needs to be replaced to continue the daily operations; and

**WHEREAS**, Staff chose a 2021 Peterbilt Vac-Con Sewer vacuum/cleaning truck V312HE/1300 from Municipal Maintenance Equipment at a cost of \$573,787.58 using Sourcewell Contract #122017-AMI/VAC; and

**WHEREAS**, City Council has authority to approve this purchase pursuant to Salinas Municipal Code 12-25 Exceptions, "cooperative purchase with other government agencies; and

**WHEREAS**, City Staff recommends \$50,000 be appropriated from CIP 9010 to 9725 to cover the insurance deductible; and

**WHEREAS**, City Staff recommends authorizing a rental truck at a minimum cost of \$51,200 for four-months from Enviro-Clean Equipment, Inc during the procurement period which will be covered by McLarens File: 002.05393.MLP (CR2021-0005); and

**WHEREAS**, the remaining \$523,787.58 will come from McLarens File: 002.05393.MLP (CR2021-0005), the City of Salinas's insurer.

**NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council authorizes the Purchasing Agent to purchase a new 2021 Vac-Con V312HE/1300 from Municipal Maintenance equipment for a total cost of \$573,787.58 and authorize a supplemental appropriation of \$50,000 from Capitol Project 9010 to 9725; and

**BE FURTHER RESOLVED** that the Salinas City Council authorizes the rental from Enviro-Clean Equipment, Inc at a cost of \$51,200 with the option to extend at a cost of \$12,800 monthly.

**PASSED AND APPROVED** this 5<sup>th</sup> day of January 2021, by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

---

Kimbley Craig, Mayor

**ATTEST:**

---

Patricia M. Barajas, City Clerk



CSLB #980409  
DIR 1000004282  
www.source-mme.com  
Toll Free 1-888-484-9968

December 7, 2020

City of Salinas  
426 Work Street  
Salinas, CA 93901

Tel: 831-758-7103  
garyg@ci.salinas.ca.us

Attention: Gary Gabriel, Wastewater Manager

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 122017-AMI/VAC for the Vac-Con V312HE/1300 mounted on a new Peterbilt Model 348 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Salinas CA	\$525,190.00
	9.25% Estimated Sales Tax	48,580.08
	CA Tire Fee (10 @ \$1.75)	17.50
	Total	<u>\$573,787.58</u>

- **City's Purchase Order to be prepared and sent directly to Vac-con, Inc.**  
969 Hall Park Drive, Green Cove Springs, FL 32043  
M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Pricing includes delivery and on-site training.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,

James Wheeler,  
General Manager

Enclosure



11/03/2020

COMBINATION JET/VACUUM SEWER CLEANER  
**SOURCEWELL CONTRACT: 122017-AMI/VAC**

Customer: CITY OF SALINAS

Shipping: CALIFORNIA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V312HE/1300	
Peterbilt Model 348 chassis with PX-9 345 HP diesel engine, 6 X 4, 66,000 GVWR, automatic transmission, and A/C	
Body mounting on Chassis	
10' Aluminum Telescoping boom with joy stick and remote pendant control (telescopes hydraulically 10' forward from the stowed position) -8" diameter intake hose and boom, travel tie down post with latch	
Front mounted articulating to Driver side hydraulic hose reel with 800' X 1" Jet Hose capacity (Standard Pivot)	
1300 Gallon polyethylene water tank capacity with 10 year warranty	
12 Cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overflow protection	
800' of 1" 3,000 psi jet rodder hose, continuous	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Hydrostatic drive of vacuum system	
Front tow eyes	
Giant water pump rated 80 GPM @ 3000 PSI with a John Deere 6 cylinder, Tier 4 diesel, 225 HP auxiliary engine	
6" Knife valve with center post and handle	
8" Knife valve, lower rear door mounted	
A flat style rear door including hydraulic opener	

Requirement Specification	
Built in body prop, rear support frame mounted	
Two rear door drain valve flush out connection	
Rear splash guard (tank mounted 2-10 O'clock)	
Stainless steel ball on debris body level indicator	
1/4 Turn ball valve water drain	
50' capacity retractable hand gun hose reel	
Air purge system	
Debris body power flush out system, 8 jets	
Electronic Titan Style water gauge	
Hydro-X package	
Variable flow valve	
Water pump remote oil drain	
HD Level wind guide aluminum	
12VD Auxiliary hydraulic pump	
Automatic lube kit for centrifugal compressor	
Auxiliary engine control panel (lockable door)	
Auxiliary engine remote oil drain	
Centrifugal compressor quiet silencer - stainless steel construction	
Two Cone storage racks	
Grease assembly articulating hose reel	
Hydraulic system temperature gauge	
Two Long handle storage	
Plastic engraved decals	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease zerk assembly	

Requirement Specification	
Segmented Wear Back Boom Elbow	
Hand held LED spot light	
LED 4 strobes, 2 front bumper, 2 rear bumper	
LED Arrow board	
LED boom mounted flood lights with limb guards	
LED flood light mounted on level wind guide with limb guard	
Mid-body LED flood lights with guards	
LED rear mounted flood lights with limb guards	
Two LED strobes rear debris tank mounted with guards	
Mid-body LED strobes	
Two Mirror mounted LED beacon strobe lights with limb guard	
Curbside camera placement	
Driver's side camera placement	
Front hose reel camera placement	
Low water alarm with light	
Rear camera placement	
Wireless remote control	
Traffic camera with color monitor	
Hydro-X Lance assembly kit	
Additional water tank sight gauge	
10 Year Warranty on debris tank	
Bulldog nozzles, Grenade bomb 360 1"	
Curbside manifold	
Debris body screen flush out	
Ladder on rear of unit	
Lakos sand separator	



Requirement Specification	
Vac-Con to install customer supplied water meter	
1" x 20' Length leader hose	
Lazy Susan pipe rack (Holds 5 pipes)	
(2) Front bumper tool boxes 8" x 14" x 6" Aluminum	
(2) Roll out shelves for storage box behind cab	
24" x 18" x 18" Aluminum rear tool boxes (2)	
Chassis parts catalog	
Chassis operators manual	
Parts Manual on Thumb Drive	
Service Manual on Thumb Drive	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of 1/2" hand gun hose	
Paint : Body unit : Polyurethane Elite White	
Standard striping package - Blue	
Local dealer pre delivery and inspection	
On site customer training	
Consignee Delivery	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$525,190.00
Sales Tax - 9.25%	\$48,580.08
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER WITH TAX	\$573,770.08

**Delivery is \_\_\_ Days after receipt of order.**

**SOURCEWELL CONTRACT NO 122017-AM/VAC**

**VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD**

**GREEN COVE SPRINGS FL 32043**

**CONTACT: M.J. DUBOIS EMAIL [MJDUBOIS@DUCOLLC.COM](mailto:MJDUBOIS@DUCOLLC.COM)**

**PH: 410-924-1004**

# EQUIPMENT RENTAL CONTRACT

Date: 12/15/2020

**Lessee:** City of Salinas

**Address:**  
426 Work Street  
Salinas, CA 93901

**Phone:** (831)970-7642 / (831) 758-7104

**Contact:** Ronald Patterson

**Lessor:** Enviro-Clean Equipment, Inc

**Address:**  
2395 NW Eleven Mile Avenue  
Gresham, OR 97030

**Phone:** (503) 491-3393

**Contact:** Frank Clanton

**Job address** at which leased property will be located and used: California State.

The above named lessor leases unto the above named lessee, and the lessee rents from lessor, subject to the terms and conditions hereinafter set forth and for commercial use only, the following described personal property, to wit:

TYPE	MAKE	NUMBER	REMARKS
<b>Vacuum Combo</b>	<b>VacCon VPD4216LHAEN 1300 Gallons 2021 Freightliner 114SD</b>	<b>SN:</b> 03208816 <b>VIN:</b> 1FVHG3DVXMHH9900 Miles: Chassis Hrs: Aux:	<b>Value: \$450,000.00</b> <b>Fuel Tank:</b>

Including the following extras and accessories:

For a term of **(4) four months beginning 12/15/2020**. Before entering into this lease, lessee has inspected the property and is satisfied that the property has been found to be in good, safe and serviceable condition.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Lessee (Customer)

## TERMS AND CONDITIONS

- RENTS.** Lessee agrees to pay rent for the use of said property at the rate of \$12,800.00 per (1) one month period for a minimum of (4) four months (12/15/2020 – 4/14/2021). **Rent is prepaid.** Subsequent rental payments shall become due and payable at the following times: Upon extension of lease. Extension of rental will be at the rate of \$12,800.00 per (1) one month rental. Equipment used in excess of 8 hours per day or 50 hours per week is subject to additional charges. Hours used above 50 per 7 day week will be billed at the rate of \$79 per hour. The lease period shall commence upon acceptance of the equipment and terminate upon return of same in good order and condition. All rents not paid when due shall bear interest after maturity at the highest lawful rate until paid.



2. **TITLE.** Lessor shall at all times retain title to the said personal property, and lessee shall have only the right to use it under the terms and conditions herein contained. Any equipment, replacements, repairs or accessories placed upon or attached to said personal property shall become a component part thereof as soon as installed or attached and title thereto shall be vested in lessor forthwith and included under terms of this lease. If said property is in any manner attached to real estate, it shall nevertheless remain personal property.
3. **LOCATION.** The leased property, or any part thereof, shall not be removed from the premises of the job address shown above and shall not be used at any other location or for any purpose other than provided herein unless lessee obtains prior written consent from lessor.
4. **MAINTENANCE.** During the term of this lease and any renewal thereof, lessee will at all times take proper care of said leased property, and shall be responsible to pay any and all costs of storage and upkeep. Lessee assumes responsibility for any and all damages to said property and agrees to pay for any and all repairs due to damage caused by Lessee. This shall include neglect of routine maintenance care while in Lessee's custody, care and control. Lessee agrees to maintain said leased property in proper, good, safe, and efficient working order. Lessee shall not make any alterations, additions or improvements to the leased property without Lessor's prior written consent.
5. **REPAIRS.** All necessary repairs and maintenance shall be performed by qualified technicians according to established and approved trade practices. Lessee shall contact and notify lessor of any major repairs needed, (exceeding \$1,000.00), prior to repairs being made.
6. **USE OF PERSONAL PROPERTY.** Lessee agrees to use the leased property in a safe and proper manner and in conformity with all laws, ordinances and trade practices pertaining thereto and in accordance with OSHA's safety rules and regulations. The unauthorized use of off road fuel is prohibited. Under no circumstance shall any vehicle be returned to the Lessor with off road fuel in it. The Lessee assumes all liability whatsoever associated with any waste or debris caused by the use or operation of this equipment, including: pick up; handling; transport and disposal. Any debris or waste generated or loaded into the equipment shall be properly disposed of by the Lessee. Lessee shall not permit same to be used or operated by incompetent or unqualified persons or subjected to careless or needless rough usage. Lessee shall not permit anyone to injure, alter, misuse, deface or remove the leased property or any part thereof. Lessor shall have no responsibility, direction or control over the manner of use, operation or possession of the leased property by lessee and accordingly lessee hereby expressly assumes all responsibility for claims asserted by any person growing out of the use, operation or possession of the said property, and further hereby expressly agrees to defend against and hold lessor harmless from any and all such claims. **LESSEE AGREES THAT ITS USE OF THE SAID PROPERTY SHALL BE CONSTRUED AS AN ABSOLUTE ACKNOWLEDGEMENT OF LESSEE THAT WHEN DELIVERED TO LESSEE BY LESSOR THE EQUIPMENT WAS IN GOOD ORDER AND REPAIR.**
7. **LESSEE'S RIGHT TO ASSIGN-SUBLET.** Lessee may not assign this lease or sublet said leased property at any time.
8. **LESSOR'S RIGHTS ON TERMINATION.** Upon the termination for any reason and in any manner whatsoever of this lease, or of any renewal hereof, lessor shall be entitled to the immediate possession of said leased property and lessee agrees forthwith to deliver same to lessor at lessor's address above, complete and in the same appearance, good order and condition, reasonable wear and tear alone excepted; should lessee fail to do so, lessor shall have the rights set forth within for default and remedies. Lessee's liability for said rentals shall continue until said leased property is delivered to lessor, or possession thereof is recovered by lessor, in the condition aforesaid.
9. **INDEMNITY.** Lessee assumes liability for, and hereby agrees to indemnify, protect and defend, at lessee's own expense, including responsible attorney's fees, any and all liabilities, losses, damages, claims and actions brought against either or both parties hereto for damages to persons or property caused by the leased property or by its operation, (including but not limited to, latent and other defects and whether or not discovered by lessee or lessor), and agrees to hold lessor, its employees, officers and directors free and harmless of and from any and all claims and demands that may arise or be occasioned to any person or to any property by or through the use of the leased property during the term of this lease or any renewal hereof. The indemnities and assumption of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this lease. Lessee is an independent contractor and nothing contained in this lease shall authorize lessee or any other person to use any item of said leased property so as to incur or impose any liability or obligation for or on behalf of Lessor.
10. **LEASE ONLY.** No agreement for the sale of said property to lessee has been made or is to be implied.
11. **INSPECTION.** At the sole option of the lessor, and without obligation on its part, lessor shall at all times have the right of free access to the leased property for the purposes of inspecting it, watching its use or operation or determining the nature and extent of its use.
12. **FREEDOM FROM LIENS.** Lessee agrees not to permit said leased property to become subject to attachment, execution or other process or to be used for any unlawful or illegal purpose or for hire; not to create or permit to be created or filed any lien, adverse claim or security interest of any character against the same, without written consent of lessor first obtained.
13. **TAXES.** Lessee agrees to pay all license fees, (except vehicle license plate), use and other taxes and assessments of every character connected with, levied or assessed against said personal property, this contract and the indebtedness represented hereby. Any sums payable by the lessee under the terms hereof which are not paid by the lessee but are paid by the lessor shall bear interest at the highest lawful rate until repaid and said sums with interest shall be repaid to the lessor forthwith on demand.
14. **LABELS.** If the lessor supplies label plates or other markings showing lessor's ownership of said property, lessee shall affix same to said property; if such markings are already attached, lessee shall not disturb same; lessee shall keep such labels or markings prominently displayed at all times.
15. **LATE PAYMENTS.** Lessor's acceptance of part or late payments shall not constitute or be construed as a waiver of the lessee's default or as a waiver of time as the essence of this contract or of any subsequent defaults of lessee hereunder.
16. **RISK OF LOSS.** From the acceptance date until the return date, lessee shall bear the sole risk of loss, theft, damage or destruction of the leased property; and no loss, theft, damage or destruction of the leased property shall relieve lessee of the obligation to pay lease payments or any other obligation under this lease. If the leased property or any part thereof is destroyed, altered, damaged, lost or stolen, whether with or without fault on the part of the lessee, lessee shall pay to the lessor, at the address as shown on the reverse hereof, a sum equal to the manufacturer's suggested list price for the same or similar property.
17. **INSURANCE.** Lessee shall procure and maintain for the duration of the lease such insurance, as lessor shall request upon the leased property, in such forms of policies and in such amounts as lessor may require, from time to time. Lessee must provide proof of said insurance in the form of an insurance binder listing the lessor and leased property as an additional insured.

Lessee hereby assigns to lessor all monies payable under such insurance, including any return or unearned premiums, which may be due upon cancellation of any such insurance for any reason whatsoever. Lessee directs said insurer to pay to lessor any amounts so due, and appoints lessor as his attorney-in-fact in obtaining, adjusting settling and canceling such insurance and endorsing any draft or check which may be payable to lessee by any such insurer. Lessee hereby certifies to the lessor that lessee and any occupants are insured for the following minimum coverage's: A. Bodily injury, \$1,000,000.00 per person/\$3,000,000.00 per incident. B. Property Damage, \$50,000.00 per incident. C. Medical payments, \$5,000.00 per incident. D. Uninsured Motorist, \$30,000.00 per person/\$60,000.00 per incident. E. Comprehensive deductible, \$250.00. F. Collision Deductible, \$500.00. (Current value of this machine is \$450,000.00). Lessee agrees and understands that he is liable for all damage to both the interior and exterior of the personal property they have leased. In the case of a self-insured municipality, a letter shall be provided verifying coverage's provided by the municipality.

18. **ACCEPTANCE PROCEDURES AND DELIVERY.** At the time the leased property is delivered to the job site indicated above, lessee shall have an authorized representative at the job site to verify and acknowledge the accuracy of lessor's listing of the leased property as shown above and on any schedule attached hereto. Lessee's failure to have an authorized representative available to acknowledge the accuracy of said listing or lessee's use of leased property shall constitute a waiver of lessee's right to object to lessor's listing of Property and shall be deemed an acceptance of the listing as accurate for purposes of this lease. If the property is delivered in more than one installment, the procedures outlined in this paragraph shall be followed for each installment. The term "acceptance date" as used in this lease shall mean the date lessor delivers Equipment to the lessee.

19. **DEFAULT.** Each of the following events shall be an "event of default" for purposes of the lease: (a) Lessee fails to pay any rental or any other payment hereunder when due, and such failure continues for ten (10) days; (b) Lessee breaches any covenant, obligation or agreement herein, and such breach continues for ten (10) days after written notice thereof; (c) the death, dissolution, merger, consolidation or termination of existence of lessee or any guarantor; (d) Lessee or any guarantor becomes insolvent or makes the assignment for the benefit of creditors; (e) any proceeding in bankruptcy, receivership or insolvency is commenced by or against lessee or any guarantor or any property of either; (f) the loss, theft, substantial damage or destruction of the leased property; (g) the making of any execution, levy, seizure or attachment incurred by lessor in exercising any of its rights or remedies hereunder.

20. **REMEDIES.** If an event of default shall occur, lessor shall have the right, but shall not be obligated to exercise any one or more of the following remedies: (a) to sue for and recover all rents and other amounts then due or thereafter occurring under this lease; (b) to take possession of any or all of the leased property, wherever it may be located, without demand or notice, without any court order or other process of law, and without incurring any liability to lessee for any damages occasioned by such taking of possession. In addition, lessor may enter any place or premises where the leased property or any part thereof may be found and remove same, in which event lessee waives any trespass and right of action by reason of such entry and removal; (c) to terminate this lease; and (d) to pursue any other remedy now or hereafter existing at law or equity. Notwithstanding any such action that lessor may take, including taking possession of any or all of the leased property, lessee shall remain liable for the full performance of all of its obligations hereunder. In addition, to the foregoing, lessee shall pay lessor all costs and expenses, including reasonable attorney's fees.

21. **ASSIGNMENTS.** Lessor may, without lessee's consent, assign or transfer this lease or any of the said leased property any rent, or any other sums due or to become due and in such event lessor's assignee or transferee any defense, setoff, recoupment, claim or counterclaim it has against lessor, whether arising under this lease transaction or otherwise. Lessee hereby waives any notice of any said assignment or transfer by lessor and consents thereto.

22. **ENTIRE UNDERSTANDING.** This lease comprises the entire lease and agreement between the parties and it is acknowledged that there are not further understandings, representations, warranties, promises, verbal or otherwise, pertaining to this lease or to the said property.

23. **AMENDMENT.** This lease shall not be amended, altered, modified, terminated or otherwise changed in any manner except for in writing and signed by both parties.

24. **WAIVER.** No failure on the part of the lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any right or remedy of lessor. If lessor shall grant any extension of the time of payment or other indulgence to lessee, such act or acts shall apply only in the particular instance and shall not operate as a continuing waiver of lessor's right hereunder.

25. **SEVERABILITY.** If any provision hereof, or the application of any provision to any person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the remainder hereof, and the application of such provision to other persons or circumstances, shall remain valid and enforceable.

26. **NOTICES:** Except as otherwise provided herein, any written notice or demand of lease payment under this lease shall be given to a party by mailing it by certified or registered mail to the party at its address set forth above, or at such address as the party may provide in writing from time to time. Any notice or demand so mailed shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

27. **JOINT AND SEVERABILITY.** If more than one Lessee is named in this lease, the liability of each shall be joint and several.

28. **GOVERNING LAW.** This lease shall inure to the benefit of and shall be binding upon lessee's heirs, personal representatives, successors and assigns and all rights of lessor under this lease and to the said property may be exercised by any assignee hereof. This lease shall be governed by and interpreted in accordance with the laws of the State of Oregon.

29. **BINDING EFFECT.** This lease shall inure to the benefit of and shall be binding upon lessee's heirs, personal representatives, successors and assigns and all rights of lessor under this lease and to the said property may be exercised by any assignee hereof.

30. **STRIKES AND WORK STOPPAGES.** Notwithstanding lessee's inability to use and operate the leased property due to delays occasioned by war, fire, flood, accident, Acts of God, strike, lockout, other labor troubles or other like causes beyond the control of lessor, lessee shall remain obligated to lessor to pay the monthly lease payments and to perform its obligations and agreements under this lease throughout any said periods of delay.

31. **WARRANTIES.** THE LESSOR, NOT BEING THE MANUFACTURER OF THE LEASED PROPERTY NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESSED OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE LEASED PROPERTY, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE PROPERTY: THE QUALITY OR CAPACITY OF THE PROPERTY: THE WORKMANSHIP OF THE PROPERTY: COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAW, RULE SPECIFICATION OR CONTRACT PERTAINING THERETO: PATENT INFRINGEMENT: OR LATENT DEFECTS.









INTERNATIONAL



LW-111 CA87652

PARKING ONLY





Non-Potable  
Water  
1,000 Gal.

VAC-CON

Potable  
Water  
1,250 Gal.

INTERNATIONAL

SALINAS  
HIGH IN LAND - HIGH IN VALUES

LW-111 CA87652

PARKING  
ONLY









# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#20-576, **Version:** 1

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### **Fleet Management Software Agreement with Rarestep, Inc.**

Approve a Resolution awarding a service agreement to Rarestep, INC, dba Fleetio for the City's fleet management software for a 3-year term with total costs not to exceed \$77,373.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** JANUARY 5, 2021

**DEPARTMENT:** PUBLIC WORKS, FLEET DIVISION

**FROM:** DAVID JACOBS, PUBLIC WORKS DIRECTOR

**BY:** RONALD PATTERSON, FLEET MAINTENANCE SUPERVISOR

**TITLE:** FLEET MANAGEMENT SOFTWARE

**RECOMMENDED MOTION:**

A motion to approve a Resolution awarding a service agreement to Rarestep, INC, dba Fleetio for the City's fleet management software for a 3-year term with total costs not to exceed \$77,373.

**RECOMMENDATION:**

It is recommended that City Council approve a Resolution awarding a service agreement to Rarestep, INC, dba Fleetio for the City's fleet management software for a 3-year term with total costs not to exceed \$77,373.

**EXECUTIVE SUMMARY:**

Staff requires a reliable fleet management software to automate essential operations in order to keep vehicles and equipment running efficiently and support data-based decisions. A reliable software is crucial in order to support the safe operation of City vehicles and minimize the risk of liability. Staff is requesting the approval to enter into a three-year agreement with Rarestep, INC, dba Fleetio for the City's fleet management software for a 3-year term with total costs not to exceed \$77,373.

**BACKGROUND:**

In order to support the safe operation of City vehicles and minimize the risk of liability, Staff requires an efficient and reliable fleet management software to track maintenance and inspections and allow reporting on fleet preventative maintenance, repairs, and inspections. This system will automate essential operations in order to keep vehicles and equipment running efficiently and support data-based decisions. Public Works Fleet, in conjunction with the Police and Fire Departments chose Fleetio after reviewing three separate fleet maintenance information systems. The City of Salinas started with a system called Asset Works. While this system could help with tracking maintenance it was cumbersome to use. It was not intuitive, did not allow easy-to-use inspections, did not incorporate mobile-based photos, and was based on an older style platform. We had demonstrations with RTA Fleet which operated much like Asset Works. We then



tried Fleetio and found it was intuitive and the workflows were such that anyone could use it with little training. Fleetio allows users to perform various inspections at any location using any smart device. Fleetio permits an unlimited number of users, thereby allowing unlimited inspections and simultaneous access. This will allow us to see real-time issues while helping us capture mileage on each of the City of Salinas' assets. This will help us create timely inspections based on usage, preventing the under or over servicing of vehicles and equipment. We will be able to properly maintain records for Federal Motor Carrier, California Bureau of Automotive repair, California Air Resources Board and the Monterey Bay Air Resources Board. All these agencies require records of compliance.

Fleetio can also be used with the facilities maintenance department. This will allow the department to put buildings on a schedule for filters, fire, elevator and any other inspections that are required regularly. There currently is no system in place to track their maintenance. Including buildings and equipment in this project will ensure appropriate preventative maintenance. Public Works Fleet, Fire, Police and Information Systems have all evaluated Fleetio and support this as our software moving forward. The information storage is unlimited, and data is cloud-based. The City's Information Systems Manager has evaluated and approved Fleetio as a viable software from the Information Systems perspective.

The cooperative purchases with other government agencies are exempt from the competitive bid process per Salinas Municipal Code Section 12-25 – Exceptions “cooperative purchasing with other governmental agencies.” General Services Administration (GSA) is a local government unit, public corporation and public agency under GSA schedules. Rarestep (DBA Fleetio) GSA contract number is GS-35F-47QTCA20D0044.

#### 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 requested Council action directly relates to Council's Strategic Plans or Goals of providing “Operational Efficiencies” and “Investment Strategies/Risk Management”. The FMIS will increase our operational efficiency by better tracking maintenance and repairs and will help make better investment decisions when purchasing new vehicles and equipment.

#### DEPARTMENTAL COORDINATION:

Fleet Maintenance has coordinated with the Police, Fire and Information Technology Departments on the selection of this software and will continue to coordinate during implementation. We have and will continue to coordinate with the Finance and Legal Departments during the purchasing process.

FISCAL AND SUSTAINABILITY IMPACT:

There will be no impact to the City's General Fund as money for the purchase is available in the Fleet Consolidation Replacement Fund CIP, 5800.50.9226-66.5800. Total costs not to exceed \$77,373 for a 3-year term.

ATTACHMENTS:

Council Resolution  
Software Agreement

**RESOLUTION NO. \_\_\_\_\_ (N.C.S.)**

**FLEET MANAGEMENT SOFTWARE**

**WHEREAS**, The City requires a reliable fleet management software to automate essential operations in order to keep vehicles and equipment running efficiently and support data-base decisions; and

**WHEREAS**, The City relies upon centralized management of the City's diverse fleet of vehicles and equipment for more effective utilization of resources; and

**WHEREAS**, Fleetio will provide technical and administrative support to accomplish successful implementation of the fleet software and ensure success throughout the duration of agreement; and

**WHEREAS**, Funding exists in the Fleet Consolidation Replacement Fund CIP, 5800.50.9226-66.5800; and

**WHEREAS**, After thorough analysis, Rarestep, INC, dba Fleetio was selected as the preferred choice to meet City service needs through the use of their software system.

**NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council approves the Resolution awarding a service agreement to Rarestep, INC, dba Fleetio for the City's fleet management software for a 3-year term with total costs not to exceed \$77,373. .

**PASSED AND APPROVED** this 5<sup>th</sup> day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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Kimbley Craig, Mayor

**ATTEST:**

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Patricia M. Barajas, City Clerk

# Fleetio Manage - Enterprise

## Software Subscription Agreement

### Customer

**Account Legal Name:** City of Salinas

**Billing Street:**

**Billing City:** Salinas

**Billing State:** CA

**Billing ZIP:**

**Billing Country:**

**Contact Name:** Ronald Patterson

**Phone:**

**Email Address:** ronaldp@ci.salinas.ca.us

**Billing Email:**

### Company

**Rarestep, Inc. d/b/a Fleetio**  
Attn: Legal Department  
1900 2nd Avenue North, Suite 300  
Birmingham, AL 35203  
[legal@fleetio.com](mailto:legal@fleetio.com)

Effective Date	
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This agreement (the “**Agreement**”) is entered into by and between Rarestep, Inc., d/b/a Fleetio (the “**Company**”) and City of Salinas (the “**Customer**”) as of the Effective Date set forth above. In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer agree as follows:

## 1. Services Provided To Customer

**Company will provide the following services (collectively, “Services”):**

**a. License:** Company shall grant Customer a nonexclusive, non transferable license for an unlimited number of users during the term of this Agreement for the use of **Fleetio Manage**, a fleet management platform for managing Customer’s assets. Fleetio Manage shall be configured as described below:

- **Enterprise** (specific modules are listed in the attached Schedule A)

**b. Configuration and Training:** Customer and Company agree the **Launch Date** shall be January 15, 2021 unless mutually agreed to be an earlier date. Company shall provide data conversion services necessary to convert Customer’s vehicle information from a CSV file. Company shall supply Customer with a template format to which the data must adhere. Further, Company shall provide **18 hours** of web-based onboarding and implementation services.

**c. Hosting and Support:** Company shall be responsible for the hosting, maintenance, and support of all Company- hosted software and Company-hosted equipment used to provide the Services. Company shall provide Customer with ongoing technical support for the Services by providing Customer with the support services listed below during the term of this Agreement:

- Support provided to Customer during normal business hours (7 a.m. to 7 p.m. CST Monday to Friday, exclusive of U.S. holidays).
- Access to documentation of the Services.

**d. Service Usage:** All services shall be provided by Company to Customer pursuant to the Terms of Service found in the attached Schedule B and Schedule C.

## 2. Pricing and payments for services

**a. Configuration and Training Fees:** Customer shall pay a one-time fee listed in the table below for configuration and training services as listed in Section 1 with payment due in full upon execution of this Agreement. If Company provides Customer with on-site training or consulting, Company shall invoice Customer for reimbursement of the reasonable travel and per day expenses of each trainer or consultant following the performance of any such on- site services.

Launch Services	List Price	Quantity	Discount	Subtotal
Launch Pack: Gold	\$2,250.00	1.00		\$2,250.00
				<b>Total: \$2,250.00</b>

**b. Service Fees:** Customer shall pay Company the recurring Service Fees listed below beginning on January 15, 2021 for the license, hosting, and support services listed in Section 1, plus applicable sales or value added tax.

Initial Tier	Initial Pricing
Enterprise 500 Annual Subscription	Net Price: \$25,041.00

Payment Frequency	Payment Method
Annual	Invoiced

The amount of the recurring Service Fees listed in the table above is applicable until Customer upgrades to a higher asset count tier or the end of the Initial Term, whichever occurs first. If Customer desires to upgrade to a higher asset count tier, Customer shall be presented with the pricing for the next applicable tier and be able to upgrade within the product interface. For each Renewal Term, Customer shall be charged the then current list pricing applicable for Customer's then current asset count tier at the beginning of such Renewal Term.

Any discount listed in the table above shall be applicable only to the Initial Term. Thereafter, such discount shall revert to zero for any renewal terms, or be subject to good faith negotiation between Company and Customer.

**c. Payment Terms:** Customer's payment terms shall be Net 45 if paying via invoice, or "Due On Receipt" if paying automatically.

**d. Past Due Payments:** Company shall be entitled to block Customer's access to the Services without terminating this Agreement or affecting Customer's obligation to make payments under this Agreement if Customer is more than thirty (30) days delinquent on any undisputed fees.

### 3. Term and termination

The Initial Term of this Agreement shall commence on the Effective Date and shall continue for 36 months from the Launch Date unless earlier terminated as provided herein. After the expiration of the Initial Term, this Agreement may be renewed for optional one-year extension periods upon agreement of the parties (each, a “Renewal Term”). Should either Party not wish to extend the Agreement at the end of a Renewal Term, such party shall provide written notice to the other party of its intent not to renew at least ninety (90) days prior to the expiration of the then current Renewal Term.

In the event either party has failed to substantially cure any material default or failure of performance under this Agreement within thirty (30) days after the breaching party’s receipt of a written notice describing with reasonable specificity such alleged material default or failure of performance, then the non-breaching party may terminate this Agreement for cause by giving the breaching party a written notice of termination within fifteen (15) days after the expiration of the said thirty (30) day period.

## 4. General

The services ordered with this Agreement may be in addition to other subscriptions and services previously ordered by Customer. This Agreement, all schedules and attachments, including the Terms of Service which are incorporated by reference, collectively represent the complete agreement and understanding between Company and Customer with respect to the subject matter herein and supersede any other written or oral agreement. This Agreement may only be modified in writing and must be signed by Company and Customer. This Agreement may be executed with facsimile signatures and in multiple counterparts, and each of such counterparts shall constitute one and the same original agreement.

**Confidentiality:** Each party acknowledges that performance of this Agreement may involve access to and disclosure of personal identifying information, trade secrets, data, rates, procedures, materials, lists, systems and information (collectively "Confidential Information") belonging to the other. Except as set forth in the next paragraph, no Confidential Information shall be disclosed to any third party other than representatives of such party who have a need to know such Information, provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Information must be maintained in strict confidence.

Notwithstanding the provisions of the previous paragraph, Customer may disclose information as required by law.

Remainder of page intentionally left blank



## Customer

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Signature

---

Date

---

Name

---

Title

## Company

---

Signature

---

Date

---

Name

---

Title

## Schedule A

### **Fleetio Manage - Enterprise**

Fleetio Manage Enterprise includes the following features\*:

- Asset Profiles
- Service Entries
- Fuel Entries
- Vendors
- Issues & Defects Management
- User Permissions
- Fuel Card Integrations
- Import Data
- Work Orders
- Inventory Management
- Inspections Module
- SAML
- Service Reminders
- VIN Lookups
- Contacts
- Renewal Reminders
- Custom Fields
- Group Management
- Standard & Advanced GPS Integrations
- API Access
- Parts
- Purchase Orders
- Maintenance Shop Network Integration
- Custom Branding

*\* Customer acknowledges that modules listed above may be appended, modified, or replaced by the Company throughout the term of this Agreement as necessary to continue the never-ending evolution of the product. However, in no case, will such changes materially reduce the level of functionality available to Customer.*

## Schedule B

# Fleetio Terms of Service

Last updated: December 9, 2019

THESE TERMS OF SERVICE ARE THE LEGALLY BINDING CONTRACT BETWEEN YOU AND RARESTEP, INC., AND GOVERN YOUR ACCESS TO ANY SERVICES WE PROVIDE TO YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING UP FOR OR USING THE SERVICES.

The GSA Multiple Award Schedule Contractor acting on behalf of Rarestep, Inc. (“we”, “us”, or “our”) provide services (“Service”) to the eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“you” or “your” or “Ordering Activity”) through our websites and through our mobile apps. By both parties executing this Agreement in writing, you are agreeing to be bound by these terms and conditions (“Terms of Service”). We reserve the right to update and change the non-material Terms of Service from time to time and will provide notice to you by changing the “last updated” date above. All changes are prospective only. It is your obligation to be familiar with the most current version of the Terms of Service. Continued use of the Service after any such changes to non-material terms shall constitute your acknowledgment of and consent to such changes. You can review the most current version of the Terms of Service at any time at <https://www.fleetio.com/terms>. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms. Any new features, including the release of new tools and resources, shall be subject to the then-most current Terms of Service.

You represent and warrant that you have the full right and power to enter into and fully perform this agreement in accordance with these Terms of Service. If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, “You” will refer and apply to that company or other legal entity.

## ACCOUNT TERMS

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
3. You must provide your full legal name, the legal name of your business (where applicable), a valid e-mail address, and any other information requested in order to complete the sign-up process. This information will be kept secure. You reserve the right to store and/or remove any personally identifiable information from your account.
4. You are responsible for maintaining the security of your password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You will be solely responsible and liable for any activity that occurs within your account. In the event of any dispute between two or more parties about account ownership, you agree that we will be the sole arbiter of such dispute in our sole discretion and that our decision is final and binding.
5. You can create multiple logins for a single account. However, your login may only be used by one person. A single login shared by multiple people is not permitted.
6. You must not use the Service for any abusive or illegal purposes. You must not violate any laws, rules or regulations in your jurisdiction (including but not limited to copyright laws). You expressly agree and acknowledge that you will not submit information that would be a violation of your (or your employer’s, as the case may be)

policies, including without limitation, any data protection, privacy or security policies or any data privacy laws, rules or regulations.

7. You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by us in connection with the Service.
8. The Service is always evolving and the form and features and modules of the Service may be appended, modified, or replaced. However, in no case, will such changes materially reduce the level of functionality available to Ordering Activity.
9. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety as well as those of our users, customers, and the public.
10. You may not do any of the following while accessing or using the Service: (i) access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces; (iv) in any way use the Service to send altered, deceptive or false information; or (v) otherwise interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Service.

## TERM, BILLING AND PAYMENT

1. You will be billed a fee for your applicable Service Period. If you have any questions about charges made to your account, please contact us immediately. If the charges were made in error, we will credit your account for the appropriate amount.
2. Reserved.
3. You must provide us with accurate billing information and keep this information up to date.
4. By subscribing to the Service you give us the right to bill You for fees connected with the Service such as renewal fees or fees for extra services, only to the extent that such fees, or extra services, are mutually agreed to by an executed agreement and/or amendment to this Agreement by both the Company and Customer.
5. Reserved.
6. We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

## CANCELLATION AND TERMINATION

1. Account access terminates as provided in the Agreement.
2. All of your information may be immediately deleted from the Service (including our secure servers used to store your information) upon cancellation. If Customer wishes to preserve its information, you must export your information or request Company assistance in the exportation of information before canceling your account. Your information cannot be recovered once your account is canceled.

3. All provisions of this Agreement and these Terms of Service relating to indemnification, and insurance, disclaimers of warranties, limitation of liability and remedies and damages shall survive termination.

## PRIVACY

See our Privacy Policy, attached as Schedule C, for information about our collection and use of your personally identifiable information (including Cookies). This Privacy Policy is expressly incorporated into these Terms of Service. For non-U.S. users, European Union General Data Protection Regulation (GDPR) compliance and Privacy Shield certification information can also be found in our Privacy Policy attached as Schedule C.

## INSURANCE

Company shall, during the Term of this Agreement, at its sole expense, carry and maintain in force at all times insurance in the amounts for the coverage specified below, afforded by companies with A.M. Best's rating of A-:VII, or higher.

- a) Commercial General Liability Coverage, in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate,
- b) Automobile Liability coverage on all motor vehicles licensed for highway use, non-owned in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate,
- c) Workers Compensation coverage, with coverage amounts as statutorily required in all states where required,
- d) Professional liability insurance, in the amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate,
- e) Umbrella liability, in the amount of \$1,000,000; and
- f) Cyber liability/Technology Insurance, in the amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

## LIMITED WARRANTIES / REPRESENTATIONS

We warrant that the Service will perform substantially in accordance with Service written materials accompanying it. Your sole and exclusive remedy, and our sole and exclusive

liability for any breach of this warranty will be, at our sole discretion, to either fix the Service to remedy the defect or refund the applicable Service license fees paid by you for the Service, in each case on condition that you promptly notify us in writing of any alleged breach of this warranty. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, You understand and agree that the Service is provided “AS IS” and “AS AVAILABLE” and we expressly disclaim warranties of any kind, express or implied, including without limitation any warranty of accuracy, merchantability, fitness for a particular purpose, or non-infringement. We make no warranty or representation and disclaim all liability regarding the results that may be obtained from the use of the Service, the correctness or completeness of the data, the security, reliability or availability of the Service, or that the Service will meet any user’s requirements. Use of the Service is at your sole risk. Even though we use secure third party vendors and hosting partners (as detailed in our [Privacy Policy located at https://www.fleetio.com/privacy](https://www.fleetio.com/privacy)) to provide the necessary hardware, software, networking, storage, and related technology required to run the Service, you understand and agree that you will be solely responsible for any damage to you (including loss of data) resulting from the use of the Service. The entire risk arising out of use, security, or performance of the Service remains with you. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls.

The above disclaimer applies to any damages, liability or injuries caused by any failure of the performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use the Service, whether for breach of contract, tort, negligence or any other cause of action.

#### LIMITATIONS OF LIABILITY



IN NO EVENT WILL WE OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE FOR LOST PROFITS OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS CONTRACT OR ARISING FROM OR CONNECTED IN ANY WAY WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE EXCLUSION OF DAMAGES UNDER THIS SECTION IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS CONTRACT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US WITH RESPECT TO THIS CONTRACT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

In the event that, notwithstanding the foregoing disclaimers and indemnification, we are found responsible to you for any reason whatsoever, our maximum liability to you shall be limited to a maximum of \$80,000 and shall not include punitive damages or consequential or resulting damages of any nature.

## INTELLECTUAL PROPERTY

All information that you post to the Service must comply with applicable copyright laws. We claim no intellectual property rights over the material you provide to the Service when such material is tagged with personally identifiable information. We may share aggregated information that does not include personally identifiable information and we may otherwise disclose non-identifying information with third parties for industry analysis, demographic profiling, and other purposes. Any aggregated information shared in these contexts will not contain your personally identifiable information.

We give you a personal, worldwide, royalty-free, non-assignable, non-transferable, revocable, limited and non-exclusive license to use the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by us, in the manner permitted by these Terms of Service.

You shall not copy, sell, transfer, distribute, publish, or assign your license to our Service in any format to any third party. In addition, you may not use the Service in any way that violates applicable federal, state, or international law, or for any unlawful purpose.

All right, title, and interest in and to the Service are and will remain the exclusive property of us (and our licensors, if applicable). The Service is protected by copyright, trademark, and other laws of both the United States of America and foreign countries.

All of the content generated by us for the Service and the software used for the Service is the property of us, our affiliates, or our suppliers, and is protected by United States of America and international copyright laws.

Nothing should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Service without our express, written consent. Nothing in these Terms of Service gives you a right to use any of our, our affiliates', or our suppliers' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you. We acknowledge that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

#### CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

These Terms of Service shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### NOTICES

Any notices or other communications permitted or required of us under these Terms of Service, including those regarding modifications to these Terms of Service, will be in writing and given to you: i) by us via e-mail (to the address that you provide) or ii) by posting to the Service. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

By registering with us, you understand that we may send you communications or data from us regarding the Service, including but not limited to i) notices about your use of the Service, including any notices concerning violations of use, ii) updates, and iii) promotional information and materials regarding our products and services, via email and in-app message. We give you the opportunity to opt-out of receiving messaging from us at any time by following the opt-out instructions provided in the message.

## GENERAL

If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of this agreement shall continue in effect. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

No failure to exercise or enforce any right or provision of these Terms of Service shall constitute a waiver of such right or provision.

The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of

no effect. We are subject to The Anti-Assignment Act, 41 USC 6305, which governs the assignment of Government contracts. Procedures for securing such approval are set forth in FAR 42.1204. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim was first discovered it could be filed. If it is not, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

These Terms of Service supersede and replace any and all prior oral or written understandings or agreements between you and us regarding the Service.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

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## Schedule C

### **PRIVACY POLICY**

Rarestep, Inc. (“we”, “us”, or “our”) has created this privacy policy (“Policy”) to inform you (“you” or “your”) of when and how information is collected, used, disclosed and protected when you use our services (“Service”). By using the Service, accessing our websites, or accessing our mobile applications, you consent to the privacy practices described in this Policy. You acknowledge that this Policy is to be read in conjunction with our Terms of Service available at <https://www.fleetio.com/terms> and that by accessing and using our

websites, our apps, or Service, you agree to be bound by the Terms of Service as well as this Policy.

We reserve the right to update and change this Policy from time to time and will provide notice to you by changing the “last updated” date above. All changes are prospective only. It is your obligation to be familiar with the most current version of the Policy. Continued use of the Service after any such changes shall constitute your acknowledgment of and consent to such changes. You can review the most current version of the Policy at any time at <https://www.fleetio.com/privacy>.

If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Policy, in such event, “You” will refer and apply to that company or other legal entity.

## **INFORMATION GATHERING**

We collect, use and disclose two types of information: Personal Information and Non-Personal Information.

1. “Personal Information” is information that is directly associated with a specific person or entity, including but not limited to, names, email addresses, usernames, passwords, and payment information.
2. “Non-Personal Information” is information we collect or compile that by itself cannot be directly associated with a specific person or entity.
3. We may further compile “Non-Personal Information” into “Aggregate Data”. This Policy in no way restricts or limits our collection and use of Non-Personal Information and Aggregate Data, and we may share Non-Personal Information and Aggregate Data that we collect or compile with third parties for various purposes, including to help us better understand our customer needs and improve our Service, and for advertising and marketing purposes.
4. We automatically receive certain types of information when you interact with our Service. That information includes your computer’s IP address, access times, your browser type and language, and referring website addresses. We may also collect information about the type of operating system you use, your account activity, and files or pages accessed or used by you.
5. You reserve the right to ask us what personal data is being processed and the rationale for such processing if that should ever be unclear.

6. While using our Service, you will have access to all data within your account. You reserve the right to access this data and/or request copies of this data.
7. While using our Service, you'll be able to update all personally identifiable information to maintain accuracy.
8. You maintain the right to withdraw consent to manual or automated data processing when previous consent has been given. This could include all future processing or processing during a specific timeframe. This could include removal of data from an account or a request to remove an email from a specific mailing list.
9. You reserve the right to erasure and data portability. You will have the ability to export data in your account and keep for yourself or import into another system. After Service cancellation, data will not be retained on our servers if requested in writing. In addition, you can delete any type of personally identifiable information within your account or request to be removed from any type of customer communication at any time.

#### OPT-OUT OF TARGETED ADVERTISING

If you would like to opt-out of targeted advertising, you may find additional information at [www.aboutads.info](http://www.aboutads.info), [networkadvertising.org/choices](http://networkadvertising.org/choices), or [youronlinechoices.eu](http://youronlinechoices.eu) (Europe only), otherwise no additional action is required.

#### COOKIE POLICY

Like many websites, we use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard drive for record-keeping purposes. Most web browsers automatically accept cookies as the default setting. For example, we use cookies to enable you to use the Service without re-entering your username and password if you select to use the “Remember Me” functionality. A “web beacon” is an electronic image that is embedded in a web page. We use “web beacons” to count visits and compile statistics on usage or in our emails to tell if an email has been opened or acted upon.

We have also included information about cookies set by third parties. Given that these relate to third party services, we cannot guarantee the completeness or accuracy of the list, but we can say that we have done our best to ensure the list is as accurate as possible at the time this policy was prepared. Nevertheless, we strongly recommend that you consult the third party websites listed in the cookie descriptions to find out more about the third party cookies in question.

#### Cookies set by Fleetio



**id** This cookie provides a temporary identifier so that we can track unique users across different requests.

**rememberMe** This is a cookie which allows you to return to [secure.fleetio.com](https://secure.fleetio.com) without having to type in your username/password combination again.

**\_fleetio\_reports\_distance\_unit, \_fleetio\_reports\_volume\_unit, mp, nav\_state** This cookie is used to keep track of a user's preferences.

**\_fleetio\_session** This cookie is used to keep track of a user's session, so that they can remain logged in.

### Cookies set by third parties

**identify, ajs\_anonymous\_id, ajs\_user\_id, ajs\_group\_id, seg\_xid, seg\_xid\_fd, seg\_xid\_ts** Cookies set by Segment. We use Segment to gain deeper understanding of how visitors and users engage with our service. You can find more information about Segment's privacy policy here: <https://segment.com/docs/legal/privacy/>

**\_\_utma, \_\_utmb, \_\_utmc, \_\_utmv, \_\_utmz, \_ga** Cookies set by Google Analytics, which is a service we use to gain a better understanding of how people use our service. You can read more about Google's privacy policy here: <https://policies.google.com/privacy?hl=None>

**\_\_distillery, muxData** Cookies set by Wistia, a video player, to keep track of videos and video playback locations. You can find more information about Wistia's privacy policy here: <https://wistia.com/privacy>

**\_hp2\_id** Cookie set by Heap Analytics to capture customer touchpoints. You can find more information about Heap Analytics' privacy policy here: <https://heapanalytics.com/privacy>

**\_ok, \_okbk, \_okdetect, \_oklv, olfsk, wcsid, hblid** Cookie set by Olark Live Chat software, which provides functionality for websites to engage in instant messaging communication with visitors. Contains a site identifier, used for security purposes. You can find more information about Olark's privacy policy here: <https://www.olark.com/privacy-policy/>

**fs\_intercom, fs\_uid** Cookies set by Full Story to record user experiences, allowing us to the improve user experience of our product. You can find more information about Full Story's privacy policy here: <https://www.fullstory.com/legal/privacy/>

We recommend that you review your browser's privacy settings and adjust them accordingly if you wish to deny cookies from any sites.

## **USE OF PERSONAL INFORMATION**

We use collected information about you to process your requests or billing transactions, to provide you with information or services you request, to inform you about other information, events, promotions, products, or services we think will be of interest to you, and to support and facilitate your usage of the Service.

We also use collected information to track engagement in key product areas in an effort to continually improve the user experience. As mentioned above, you reserve the right to remove yourself from that type of tracking.

## **INFORMATION SHARING AND DISCLOSURE**

We will not give, sell, rent, share, or trade any of your Personal Information or any data that you store using our Service to any third party except i) with your explicit consent or ii) as outlined in this Policy. We reserve the right to share Non-Personal Information and Aggregate Data as described in this Policy.

We may share Personal Information with third party service and technology providers to facilitate the operation of the Service, to perform related services (e.g., without limitation, maintenance services, database management, web analytics and improvement of the Service's features, or to process credit card payments), or to assist us in analyzing how our Service is used.

We may disclose Personal Information to a third party to comply with a court order, subpoena, search warrant, or other legal processes; to comply with legal, regulatory, or administrative requirements of any governmental authorities; to protect and defend us, our subsidiaries and our affiliates, and our officers, directors, employees, attorneys, agents, contractors, and partners, in connection with any legal action, claim, or dispute; to enforce the Terms of Service; to prevent imminent physical harm; and in the event that we find that your actions violate any laws, our Terms of Service, or any of our usage guidelines for specific products or services.

We may share Personal Information in connection with an acquisition, merger, consolidation or sale of all or a portion of our business, with or to another company. In any such event, you will receive notice if your data is transferred and becomes subject to a substantially different privacy policy.

## **MODIFYING YOUR PERSONAL INFORMATION**

If you are a registered user of our Service, you may review, update, correct or delete your personal information by logging into the Service and editing your profile.

## **SECURITY**

We are very concerned with safeguarding your information. We take reasonable steps to protect the information we collect from you to prevent loss, misuse and unauthorized access, disclosure, alteration, and destruction. Highly confidential personal information such as credit card data is protected with encryption using Secured Socket Layer (SSL) technology during transmission over the Internet. But, remember that no method of transmission over the Internet or method of electronic storage is 100% secure.

Your account information and access to our Service is accessible only through the use of an individual username and password. You should keep your password confidential and do not disclose it to any other person. Please note that we will never ask you to disclose your password in an unsolicited phone call or email. You are responsible for all activities which are conducted using your account or password.

All data in the Service is stored and processed through third party subprocessor Amazon Web Services (AWS), which has its processing in the United States of America and Ireland. You can learn more about AWS' privacy and security processes here: <https://aws.amazon.com/privacy/>

## **BREACH PROTOCOL**

In the case of a data breach, we will notify affected users – without undue delay and where feasible – within 72 business hours. The notification will include the nature of the breach, likely consequences, a detail action plan and a main technical point of contact at Fleetio.

## **NON-U.S. USERS**

### **European Union General Data Protection Regulation (GDPR)**

As a data controller, we have updated our Service and processes as required by GDPR, including giving data subjects in the European Union the following rights

- Right of access
- Right to rectification
- Right to erasure

- Right to restriction of processing
- Right to object
- Right to data portability

Please see below for more details about the GDPR compliance of our data subprocessor, AWS.

If you require measures beyond our Privacy Policy and Privacy Shield certification, please access our [Data Processing Agreement \(DPA\) here](#).

### **Privacy Shield**

We comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and the United Kingdom to the United States in reliance on Privacy Shield. We have certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/list>.

We are responsible for the processing of personal data we receive under the EU-U.S. Privacy Shield Framework and subsequently transfers to a third party acting as an agent on our behalf. We comply with the EU-U.S. Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

In compliance with the Privacy Shield Principles, we commit to resolve complaints about our collection or use of your personal information. European Union individuals with inquiries or complaints regarding our Privacy Shield policy should first contact us at [help@fleetio.com](mailto:help@fleetio.com).

We commit to cooperate with Data Protection Authorities and comply with the advice given by the panel established by Data Protection Authorities with regard to data transferred from the EU. The Federal Trade Commission has jurisdiction over our compliance with the Privacy Shield.

An individual has the possibility, under certain conditions, to invoke binding arbitration for complaints regarding Privacy Shield compliance not resolved by any of the other Privacy

Shield mechanisms as outlined here: <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>

### **Amazon Web Services (AWS)**

As mentioned above, all data in the Service is stored and processed through third party subprocessor Amazon Web Services (AWS), with processing in the United States of America and Ireland. AWS' security and compliance experts confirm that AWS has in place effective technical and organizational measures for data processors to secure personal data in accordance with the GDPR and AWS is also certified by Privacy Shield on both the EU-U.S. and Swiss-U.S. privacy frameworks.



# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#20-577, **Version:** 1

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### **Cannabis Employee Work Permit Ordinance**

Adopt an Ordinance updating the City's Cannabis Employee Work Permit regulations.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** JANUARY 5, 2021

**DEPARTMENT:** POLICE SERVICE OF SALINAS

**FROM:** ADELE FRESÉ, CHIEF OF POLICE

**FROM:** JOHN MURRAY, POLICE COMMANDER  
CHRISTOPHER A. CALLIHAN, CITY ATTORNEY

**TITLE:** CANNABIS EMPLOYEE WORK PERMIT ORDINANCE

**RECOMMENDED MOTION:**

A motion to adopt an Ordinance updating the City's Cannabis Employee Work Permit regulations.

**RECOMMENDATION:**

It is recommended that the City Council adopt the proposed ordinance.

**EXECUTIVE SUMMARY:**

The proposed ordinance amends the Salinas Municipal Code regarding cannabis employee work permits. This ordinance eliminates the requirement that the Police Department conduct background investigations on all cannabis industry employees. The proposed ordinance maintains the requirement for all cannabis industry employees to have a background investigation but places the responsibility and cost with the cannabis business. The ordinance also requires the cannabis business to complete employee backgrounds in accordance with state law and their insurance provider requirements. Furthermore, the ordinance requires the business to provide the background to law enforcement upon request.

**BACKGROUND:**

The Salinas Police Department processes upwards of 30 – 100 cannabis employee work permit applications per month, with applicants paying a \$139 processing fee. The resulting background investigations and review process is burdensome and results in significant costs the City well in excess of the \$139 fee.

The current ordinance, and the resulting requirement that employee background investigations be conducted by the Salinas Police Department, is a remnant of the initial cannabis industry implementation process. The industry has progressed throughout the State and communities have moved away from conducting the background investigations and now place the onus on the employer. The cannabis industry has been successfully operating in Salinas for over three years and the businesses can provide this service themselves.

The proposed ordinance will amend the Salinas Municipal Code regarding cannabis employee work permits. The ordinance will eliminate the requirement that the Police Department conduct the background investigations on cannabis industry employees and place the responsibility and cost with the business. The ordinance also requires the cannabis business to complete employee backgrounds in accordance with state law, their insurance provider requirements, and to provide the background to law enforcement upon request.

The ordinance amendment will result in cost saving to the City of Salinas.

#### 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 City Council's adoption of the proposed ordinance supports the City Council's goals of Operational Efficiencies and Public Safety.

#### DEPARTMENTAL COORDINATION:

Implementation and enforcement of the proposed ordinance will require coordination among several City departments including Code Enforcement, Police Department, and City Attorney's Office.

#### FISCAL AND SUSTAINABILITY IMPACT:

The City Council's adoption of the proposed ordinance would not result in any additional costs to the City. Instead, the ordinance will result in cost savings by eliminating costs associated with background investigations and review which exceed the processing fee charged.

#### ATTACHMENTS:

Proposed Ordinance



**ORDINANCE NO. \_\_\_\_\_ (N.C.S.)**

*City Attorney Impartial Analysis*

*The proposed ordinance amends the Salinas Municipal Code regarding cannabis employee work permits. This ordinance eliminates the requirement that the Police Department conduct background investigations on all cannabis industry employees. The proposed ordinance maintains the requirement for all cannabis industry employees to have a background investigation but places the responsibility and cost with the cannabis business. The proposed ordinance also requires the cannabis business to complete employee backgrounds in accordance with state law and their insurance provider requirements. Furthermore, the proposed ordinance requires the business to provide the background to law enforcement upon request.*

**BE IT ORDAINED BY THE CITY COUNCIL OF SALINAS as follows:**

**SECTION 1.** Salinas Municipal Code section 5-07.25 is amended to read as follows:

**Sec. 5-07.25. - Employee work permits.**

~~(a) Any person who is an employee or who otherwise works or volunteers within a commercial cannabis business, other than a business owner or principal, must obtain a work permit from the chief of police. The chief of police is hereby authorized to promulgate all regulations necessary to implement the work permit process contemplated in this section including, but not limited to, the reasons for denial of a work permit to any person. A work permit shall be valid for a twelve month period and must be renewed on an annual basis. Applications for work permits shall be submitted under oath and shall contain a statement of the past criminal record, if any, of the applicant and such information as may be deemed necessary by the chief of police to determine whether it would be appropriate and in the public interest to issue a work permit to the applicant. The initial application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the chief of police. In the event a person changes employment from one commercial cannabis business within the city to another, the work permit holder shall notify the chief of police in writing of the change of employment within ten days of such change or the work permit shall be suspended or revoked.~~

~~(b)~~ (a) The business shall provide an identification card to all persons, including employees and principals, employed or working at the commercial cannabis business. This identification card shall include on its front, at a minimum: the business's name (as identified on its state license); the business type; the person's first name and the first initial of the person's last name; whether the person is an employee or principal; the expiration date of the employee's work permit (if applicable); and a recent color photograph of the person that clearly shows the full front of the person's face and is at least one inch in width and one-and-one-half inches in height. The card shall also include, on either the front or reverse sides, the business's state license number, an employee identification number provided by the business, and the employee's work permit

number. The required information shall be included in the original manufacture of the card, and the information on the card may not be updated through any other method, including writing on the card or placing tape on the card. Each person to whom an identification card is issued shall wear his or her personal identification card at a prominent and readily-visible location on the outermost garment and approximately chest-high. Such identification card shall at all times be in good and readable condition.

~~(e)~~ (b) Each owner or operator of a commercial cannabis business shall maintain on-site a current register of all the employees currently employed by the commercial cannabis business and shall produce such register upon demand by the chief of police, his/her designee, or any other City of Salinas official authorized to enforce the Salinas City Code for purposes of determining compliance with this article.

~~(d) Each application for a work permit and renewal of an existing work permit shall be accompanied by a fee set by resolution of the city council and shall be valid for a period of twelve months from the date of issuance, unless terminated, suspended, or revoked sooner. The fee is non-refundable and shall not be returned in the event the work permit is denied, revoked, or suspended.~~

~~(e)~~ (c) Individuals performing intermittent work at or who are visiting the commercial cannabis business, such as electricians, waste disposal companies, potential customers or vendors, shall not be required to obtain a permanent identification card pursuant to subsection (b), above. However, these persons shall be issued identification cards by the business identifying them as visitors. Persons using these visitor identification cards shall be accompanied at all times by an owner/principal or a regular employee of the business, and shall at no time be left unattended. A record of all persons issued these visitor identification cards - including names, businesses, times in, times out, and the purpose of the visit - shall be maintained by the business and shall be made available for inspection by the city upon request.

~~(f)~~ (d) It shall be unlawful and a violation of this article for any person to employ any other person at a commercial cannabis business who is not at least twenty-one years of age, except that a business that engages only in the medicinal market may employ persons at least eighteen years of age.

**SECTION 2.** Salinas Municipal Code section 5-07.09 is amended to read as follows:

**Sec. 5-07.09. - Commercial cannabis permits—Amendment procedures.**

The City of Salinas recognizes that from time-to-time it may become necessary for certain businesses to make adjustments to their business models in a manner that would differ from the originally approved conditions. Modifications and amendments to permits may be requested at any time, subject to the following requirements:

(a) An applicant may request a change to the business location subject to the following requirements:

(1) The applicant shall submit all items normally required for a new application, except that information related to the principals or operations that will remain unchanged and are not directly related to the site may be excluded.

(2) The selection committee shall review the proposed new site. The selection committee may approve an amendment to the permit authorizing the new site if it can make the following findings:

a. The new site would not be located within the distances specified in Section 5-07.27, unless an exception is approved pursuant to that section.

b. The relocation to the new site would not create any significant negative impacts greater than those that existed at the original site.

c. The proposed location is located in an appropriate zoning district for the proposed use.

d. Owners of real property located within three hundred feet of the proposed site have been notified and have had the opportunity to provide information to the city regarding the proposed site.

(b) A business may elect to add or remove those individuals serving as the principals of the business, subject to the following requirements:

(1) If the only change is to add principals that will not be listed on the permit, the business shall submit the names of any new principals, including their name, address, a copy of their social security card, a copy of a driver's license or other form of government identification including the proposed principal's name, photo, and birthdate, ~~and a copy of a criminal history check done with the Salinas Police Department listed as the requesting agency.~~ The office of the city manager ~~and the police department~~ shall review the information and approve the addition if the principal meets the requirements of this article. No change to the permit will be required.

(2) If the only change is to delete principals that are not listed on the permit, the business shall submit the names of the principals to be removed to the office of the city manager. No change to the permit will be required.

(3) If the business seeks to modify the names that are listed on the approved permit, then the business shall submit a list of all business principals, including identification of each principal's role and identification of which principals would appear on the permit, ~~background information as defined in subsection (b)(1), above,~~ for any principals being added to the business, and a brief background of the principals' qualifications. The selection committee shall review the submitted names and may approve an amendment to the permit if the following findings can be made:

a. Any new principals added comply with the requirements for principals outlined in this article.

b. If principals are being removed, the remaining principals have the expertise and ability to continue to ensure that the business will operate in accordance with the terms of its permit and all applicable regulations and statutes.

**SECTION 3.** California Environmental Quality Act (CEQA). The Salinas City Council finds that the adoption of this Ordinance is exempt from environmental review pursuant to section 15061(b)(3) of the CEQA Guidelines. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

**SECTION 4.** Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

**SECTION 5.** Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, clause, and phase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 6.** Effective Date. This Ordinance will take effect thirty (30) days from and after its adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Kimbly Craig, Mayor

ATTEST:

\_\_\_\_\_  
Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher A. Callihan, City Attorney



## Legislation Text

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**File #:** ID#20-583, **Version:** 1

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### **Modification to the Classification - Salary Schedule**

Approve a Resolution to amend the Classification-Salary Schedule for the adjustment of temporary employee salaries to comply with the state minimum wage pursuant to SB 3, approved April 4, 2016 and adjust classifications in the same series impacted by the minimum wage adjustment. Additionally, adjust the Classification - Salary Schedule to reflect previously authorized cost of living adjustments due with the pay period inclusive of January 1, 2021 and due in the first full pay period of January starting January 11, 2021.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** January 5, 2021

**DEPARTMENT:** HUMAN RESOURCES

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

**TITLE:** MODIFICATION TO THE CLASSIFICATION – SALARY SCHEDULE

### **RECOMMENDED MOTION:**

It is recommended that the City Council approve a Resolution to amend the Classification-Salary Schedule for the adjustment of temporary employee salaries to comply with the state minimum wage pursuant to SB 3, approved April 4, 2016 and adjust classifications in the same series impacted by the minimum wage adjustment. Additionally, adjust the Classification – Salary Schedule to reflect previously authorized cost of living adjustments due with the pay period inclusive of January 1, 2021 and due in the first full pay period of January starting January 11, 2021.

### **RECOMMENDATION:**

Staff recommends that the City Council approve the attached Resolution modifying the Classification – Salary Schedule to reflect the minimum wage rate of \$14.00 per hour effective January 1, 2021 and to reflect cost of living adjustments due effective in the pay period inclusive of January 1 and first full pay period of January commencing January 11, 2021.

### **BACKGROUND:**

SB 3 provides for six stepped annual increases from \$10.00 per hour to \$15.00 per hour, between January 1, 2017 and January 1, 2022 for employers with twenty-six (26) or more employees. Consistent with the provisions of SB 3, the current rate of \$13.00 per hour is increasing to \$14.00 per hour effective January 1, 2021. The City of Salinas has several classifications that fall below the \$14.00 per hour range. Therefore, it is necessary to take action to adjust the Classification-Salary Schedule to reflect the increase of any salary ranges that are below the \$14.00 hourly rate to comply with the current state law.

The Industrial Welfare Commission (IWC) is authorized to determine minimum wages in accordance with a prescribed procedure that includes the selection of wage boards to consider and make recommendations regarding wage issues. Consistent with SB 3, the Department of Industrial Relations amended the General Minimum Wage Order, MW-2014, of the Industrial Welfare Commission with MW-2017 to be consistent with the new law.

Pursuant to previously negotiated and authorized Compensation Plans and Memoranda of Understanding, the following units are due a cost of living adjustments effective in the pay period inclusive of January 1, 2021: Confidential Non-Management and Department Directors; effective January 11, 2021: Association of Management Personnel of Salinas, Confidential Management, Fire Supervisors Association, Service Employees International Union (SEIU) Blue Collar and Crew Supervisors.

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 Operational Efficiencies Council goal.

DEPARTMENTAL COORDINATION:

The Human Resources and Finance Departments collaborated in this effort.

FISCAL AND SUSTAINABILITY IMPACT:

The fiscal impact includes any additional costs related to the minimum wage increase for affected temporary employee staffing. Currently, departments use temporary staff while funds are available. There may be adjustments necessary in the mid-year budget and next fiscal year's budget to reflect the increase in minimum wage for 2020 and 2021. The cost of living adjustments due in January 2021 have been budgeted for the fiscal year and the term of the agreements.

ATTACHMENTS:

Resolution  
Exhibit A – Classification - Salary Schedule

**RESOLUTION NO. \_\_\_\_\_ (N.C.S.)**

**RESOLUTION AMENDING 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 modify the salary for those classifications falling below the minimum wage rate of \$14.00 per hour and classifications in the same series impacted by the minimum wage, as well as those classifications previously authorized to receive salary adjustments effective January 1 and January 11, 2021.

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

PASSED AND APPROVED this 5th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Kimbley Craig, Mayor

ATTEST:

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Patricia M. Barajas, City Clerk



## EXHIBIT A

TEMPORARY								
Benefit Group	Grade	Position		Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly
29	29.9196	Administrative Clerk I		15.3098	16.0752	16.8789	17.7228	18.6089
29	29.9506	Animal Care Worker		14.6562	15.3890	16.1584	16.9663	17.8146
29	29.9516	Animal Serv Aide		14.6562	15.3890	16.1584	16.9663	17.8146
29	29.9551	Clerical Aide		14.6562	15.3890	16.1584	16.9663	17.8146
29	29.9441	Homework Center Assistant		14.4384	15.1603	15.9183	16.7142	17.5499
29	29.9016	Library Clerk		15.3078	16.0731	16.8767	17.7205	18.6065
29	29.9361	Library Page		14.0919	14.7964	15.5362	16.3130	17.1286
29	29.9366	Literacy Clerk		15.3078	16.0731	16.8767	17.7205	18.6065
29	29.9556	Literacy Specialist		19.1605	20.1185	21.1244	22.1806	23.2896
29	29.9354	Recreation Aide		14.7964	15.5362	16.3130	17.1286	17.9850
29	29.9601	Recreation Assistant		17.7205	18.6065	19.5368	20.5136	21.5392
29	29.9411	Recreation Leader I		15.2381	16.0000	16.8000	17.6400	18.5220
29	29.9466	Recreation Program Spec		16.0797	16.8836	17.7277	18.6140	19.5447
29	29.9371	Scorekeeper I		14.5124	15.2380	15.9999	16.7998	17.6397
29	29.9346	Scorekeeper II		15.3862	16.1555	16.9632	17.8113	18.7018
29	29.9356	Shop Assistant		14.0235	14.7246	15.4608	16.2338	17.0454
29	29.9645	Sports Official I		14.5124	15.2380	15.9999	16.7998	17.6397
29	29.9546	Sports Official II		15.4558	16.2285	17.0399	17.8918	18.7863
29	29.9161	Sports Program Asst		18.8781	19.8220	20.8131	21.8537	22.9463
29	29.9541	Sr Recreation Asst		18.8781	19.8220	20.8131	21.8537	22.9463
29	29.9051	Student Intern		14.5124	15.2380	15.9999	16.7998	17.6397
29	29.9436	Youth Program Assistant		14.3057	15.0209	15.7719	16.5604	17.3884
29	29.9211	Youth Program Leader		15.3078	16.0731	16.8767	17.7205	18.6065
29	29.9610	Retired Annuity Accounting M		42.5183	44.6531	46.8822	49.2265	51.6854
29	29.9643	Retired Annuity Integration/A		51.1781	53.7390	56.4246	59.2418	62.2111
29	29.9660	Retired Annuity Pub Works Ac		40.4843	42.5055	44.6371	46.8729	49.2124

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	15.1121	Airport Manager			48.5062	8,408	50.9288	8,828	53.4760	9,269	56.1476	9,732	58.9578	10,219	61.9134	10,732
15	15.5021	Associate Engineer			44.4225	7,700	46.6444	8,085	48.9768	8,489	51.4272	8,914	53.9951	9,359	56.6946	9,827
15	15.3021	Associate Planner			38.7399	6,715	40.6781	7,051	42.7130	7,404	44.8516	7,774	47.0944	8,163	49.4476	8,571
15	15.5003	City Engineer			61.2891	10,623	64.3571	11,155	67.5784	11,714	70.9591	12,300	74.5064	12,914	78.2269	13,559
15	15.3104	Code Enforcement Manager			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971
15	15.3031	Community Dev Analyst			37.4457	6,491	39.3214	6,816	41.2871	7,156	43.3567	7,515	45.5232	7,891	47.8002	8,285
15	15.6007	Community Education Manager			37.8124	6,554	39.7090	6,883	41.6955	7,227	43.7789	7,588	45.9730	7,969	48.2711	8,367
15	15.1146	Community Safety Admin			41.4948	7,192	43.5643	7,551	45.7515	7,930	48.0356	8,326	50.4374	8,742	52.9569	9,179
15	15.6101	Community Services Manager			39.3214	6,816	41.2871	7,156	43.3567	7,515	45.5232	7,891	47.8002	8,285	50.1883	8,699
15	15.2108	Computer Systems Administrator			51.1781	8,871	53.7390	9,315	56.4246	9,780	59.2418	10,269	62.2111	10,783	65.3189	11,322
15	15.5026	Const Inspector Supv			39.1277	6,782	41.0863	7,122	43.1421	7,478	45.3016	7,852	47.5649	8,245	49.9391	8,656
15	15.4028	Crime Analyst			40.0964	6,950	42.1040	7,298	44.2081	7,663	46.4231	8,047	48.7416	8,449	51.1781	8,871
15	15.6001	Deputy Librarian			41.4948	7,192	43.5643	7,551	45.7515	7,930	48.0356	8,326	50.4374	8,742	52.9569	9,179
15	15.5421	Environ Resource Planner			44.6371	7,737	46.8729	8,125	49.2124	8,530	51.6694	8,956	54.2581	9,405	56.9644	9,874
15	15.5382	Facilities Maintenance Manager			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971
15	15.5336	Fleet Maintenance Manager			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971
15	15.5016	GIS Administrator			44.6371	7,737	46.8729	8,125	49.2124	8,530	51.6694	8,956	54.2581	9,405	56.9644	9,874
15	15.3026	Housing Services Supv			38.7399	6,715	40.6781	7,051	42.7130	7,404	44.8516	7,774	47.0944	8,163	49.4476	8,571
15	15.2101	Information Systems Mgr			52.4378	9,089	55.0612	9,544	57.8158	10,021	60.7090	10,523	63.7408	11,048	66.9314	11,601
15	15.2111	Integration/Appl Admin			51.1781	8,871	53.7390	9,315	56.4246	9,780	59.2418	10,269	62.2111	10,783	65.3189	11,322
15	15.5384	Maintenance Manager			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971
15	15.4030	Management Analyst			40.4842	7,017	42.5054	7,368	44.6371	7,737	46.8729	8,125	49.2124	8,530	51.6694	8,956
15	15.6017	Marketing & Development Coordinator			37.6325	6,523	39.5153	6,849	41.4948	7,192	43.5643	7,551	45.7515	7,930	48.0356	8,326
15	15.2106	Network/Sys Administrator			51.1781	8,871	53.7390	9,315	56.4246	9,780	59.2418	10,269	62.2111	10,783	65.3189	11,322
15	15.5423	NPDES Permit Manager			44.6371	7,737	46.8729	8,125	49.2124	8,530	51.6694	8,956	54.2581	9,405	56.9644	9,874
15	15.5301	Park Grnds Frstrty Ops Mgr			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971
15	15.3105	Permit Center Coordinator			36.7120	6,363	38.5530	6,683	40.4843	7,017	42.5055	7,368	44.6371	7,737	46.8729	8,125
15	15.3101	Permit Ctr Mgr/Bldg Off			55.0612	9,544	57.8158	10,021	60.7090	10,523	63.7408	11,048	66.9314	11,601	70.2815	12,182
15	15.3001	Planning Manager			51.6694	8,956	54.2581	9,405	56.9644	9,874	59.8162	10,368	62.8132	10,888	65.9486	11,431
15	15.1171	Police Records Coord			36.7120	6,363	38.5530	6,683	40.4843	7,017	42.5055	7,368	44.6371	7,737	46.8729	8,125
15	15.6021	Princ Library Technician			29.4689	5,108	30.9410	5,363	32.4875	5,631	34.1146	5,913	35.8165	6,208	37.6127	6,520
15	15.3006	Principal Planner			48.0121	8,322	50.4092	8,738	52.9347	9,175	55.5750	9,633	58.3572	10,115	61.2811	10,622
15	15.1136	Pub Works Admin Mgr			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971
15	15.1151	Pub Works Admin Supv			40.4843	7,017	42.5055	7,368	44.6371	7,737	46.8729	8,125	49.2124	8,530	51.6694	8,956
15	15.6100	Rec/Com Svcs Superintendent			49.6822	8,612	52.1712	9,043	54.7734	9,494	57.5155	9,969	60.3973	10,469	63.4122	10,991
15	15.6105	Recreation-Parks Superintendent			49.4476	8,571	51.9186	8,999	54.5141	9,449	57.2412	9,922	60.1068	10,419	63.1108	10,939
15	15.2011	Revenue Officer			36.1859	6,272	37.9993	6,587	39.9028	6,916	41.8960	7,262	43.9935	7,626	46.1945	8,007
15	15.2016	Senior Accountant			36.1859	6,272	37.9993	6,587	39.9028	6,916	41.8960	7,262	43.9935	7,626	46.1945	8,007
15	15.2021	Senior Buyer			36.1859	6,272	37.9993	6,587	39.9028	6,916	41.8960	7,262	43.9935	7,626	46.1945	8,007
15	15.5011	Senior Civil Engineer			51.4272	8,914	53.9951	9,359	56.6946	9,827	59.5322	10,319	62.5085	10,835	65.6372	11,377
15	15.3013	Sr. Community Dev Analyst			40.4843	7,017	42.5055	7,368	44.6371	7,737	46.8729	8,125	49.2124	8,530	51.6694	8,956
15	15.6011	Senior Librarian			37.6325	6,523	39.5153	6,849	41.4948	7,192	43.5643	7,551	45.7515	7,930	48.0356	8,326
15	15.3103	Senior Plan Check Engineer			51.4272	8,914	53.9951	9,359	56.6946	9,827	59.5322	10,319	62.5085	10,835	65.6372	11,377
15	15.3011	Senior Planner			44.6371	7,737	46.8729	8,125	49.2124	8,530	51.6694	8,956	54.2581	9,405	56.9644	9,874
15	15.3106	Sr Combo Bldg Insp			39.1277	6,782	41.0863	7,122	43.1421	7,478	45.3016	7,852	47.5649	8,245	49.9391	8,656
15	15.2116	Sr Programmer/Analyst			44.4129	7,698	46.6344	8,083	48.9642	8,487	51.4154	8,912	53.9815	9,357	56.6825	9,825
15	15.5451	Street Maintenance Mgr			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971
15	15.5446	Supt of Maintenance Serv			49.4476	8,571	51.9186	8,999	54.5141	9,449	57.2412	9,922	60.1068	10,419	63.1108	10,939
15	15.1156	Technical Serv Coord			40.0964	6,950	42.1040	7,298	44.2081	7,663	46.4231	8,047	48.7416	8,449	51.1781	8,871
15	15.6006	Technical Services Mgr			37.8124	6,554	39.7090	6,883	41.6955	7,227	43.7789	7,588	45.9730	7,969	48.2711	8,367
15	15.5008	Traffic Engineer			51.4272	8,914	53.9951	9,359	56.6946	9,827	59.5322	10,319	62.5085	10,835	65.6372	11,377
15	15.5006	Transportation Manager			51.6694	8,956	54.2581	9,405	56.9644	9,874	59.8162	10,368	62.8132	10,888	65.9486	11,431
15	15.5416	Wastewater Manager			45.0733	7,813	47.3295	8,204	49.6967	8,614	52.1817	9,045	54.7842	9,496	57.5251	9,971

CONFIDENTIAL MANAGEMENT/CONFIDENTIAL MANAGEMENT 2																
Benefit Group	Grade	Position			Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
17	17.2006	Accounting Manager			42.5183	7,370	44.6531	7,740	46.8822	8,126	49.2265	8,533	51.6854	8,959	54.2727	9,407
16	16.1101	Assistant City Attorney			62.2104	10,783	65.3245	11,323	68.5941	11,890	72.0258	12,484	75.6265	13,109	79.4029	13,763
16	16.1037	Assistant City Manager			86.6783	15,024	91.0154	15,776	95.5684	16,565	100.3443	17,393	105.3637	18,263		
17	17.2001	Asst Finance Director			49.2265	8,533	51.6854	8,959	54.2727	9,407	56.9817	9,877	59.8393	10,372	62.8251	10,890
16	16.1131	City Clerk			45.5246	7,891	47.8010	8,286	50.1925	8,700	52.6987	9,134	55.3334	9,591	58.1028	10,071
16	16.1150	Community Relations Manager			40.0931	6,949	42.0957	7,297	44.2008	7,661	46.4084	8,044	48.7307	8,447	51.1615	8,868
16	16.9201	Human Resource Analyst II			38.1882	6,619	40.0999	6,951	42.1063	7,298	44.2140	7,664	46.4229	8,047	48.7400	8,448
16	16.1160	Senior Human Resources Analyst			43.9535	7,619	46.1491	7,999	48.4592	8,400	50.8780	8,819	53.4294	9,261	56.0955	9,723
16	16.1116	Sr Deputy City Attorney			50.1925	8,700	52.6987	9,134	55.3334	9,591	58.1028	10,071	61.0078	10,575	64.0613	11,104
16	16.1137	Sr Economic Development Manager			53.6636	9,302	56.3417	9,766	59.1614	10,255	62.1169	10,767	65.2257	11,306	68.4879	11,871

CONFIDENTIAL MISCELLANEOUS																
Benefit Group	Grade	Position			Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
27	27.7061	Confidential Office Technician			23.5628	4,084	24.7382	4,288	25.9747	4,502	27.2715	4,727	28.6360	4,964	30.0684	5,212
27	27.2036	Deferred Comp Technician			28.2105	4,890	29.6224	5,135	31.1018	5,391	32.6555	5,660	34.2902	5,944	36.0062	6,241
27	27.7021	Deputy City Clerk			27.0013	4,680	28.3524	4,914	29.7710	5,160	31.2573	5,418	32.8176	5,688	34.4594	5,973
27	27.7006	Executive Assistant			28.9130	5,012	30.3656	5,263	31.8786	5,526	33.4730	5,802	35.1483	6,092	36.9046	6,397
27	27.7051	Human Resource Technician			24.2586	4,205	25.4677	4,414	26.7378	4,635	28.0754	4,866	29.4804	5,110	30.9531	5,365
27	27.2026	Payroll Supervisor			34.2902	5,944	36.0062	6,241	37.8099	6,554	39.7014	6,882	41.6874	7,226	43.7749	7,588
27	27.7017	Sr Human Resources Technician			28.2105	4,890	29.6224	5,135	31.1018	5,391	32.6555	5,660	34.2902	5,944	36.0062	6,241
27	27.7077	Sr Risk Management Technician			28.2105	4,890	29.6224	5,135	31.1018	5,391	32.6555	5,660	34.2902	5,944	36.0062	6,241

EXECUTIVE GROUP																
Benefit Group	Grade	Position			Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly		
14	14.1014	Assistant Chief of Police			83.3458	14,447	87.5157	15,169	91.8946	15,928	96.4827	16,724	101.3118	17,561		
14	14.1013	Chief of Police			85.3293	14,790	89.5980	15,530	94.0756	16,306	98.7814	17,122	103.7215	17,978		
14	14.1022	Community Development Director			70.6261	12,242	74.1600	12,854	77.8621	13,496	81.7595	14,172	85.8454	14,880		
14	14.1025	Finance Director			69.2555	12,004	72.7176	12,604	76.3487	13,234	80.1682	13,896	84.1759	14,590		
14	14.1016	Fire Chief			84.5917	14,663	88.8268	15,397	93.2697	16,167	97.9336	16,975	102.8312	17,824		
14	14.1027	Human Resources Director			67.9110	11,771	71.3082	12,360	74.8741	12,978	78.6223	13,628	82.5519	14,309		
14	14.1028	Lib/Community Svc Dir			67.9110	11,771	71.3082	12,360	74.8741	12,978	78.6223	13,628	82.5519	14,309		
14	14.1019	Public Works Director			70.6261	12,242	74.1600	12,854	77.8621	13,496	81.7595	14,172	85.8454	14,880		

FSA																
Benefit Group	Grade	Position			Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
18	18.4533	Administrative Fire Captain			52.5565	9,110	55.1777	9,564	57.9381	10,043	60.8382	10,545	63.8849	11,073	67.0774	11,627
18	18.4521	Battalion Chief EMS/Trng-40 H			61.7515	10,704	64.8327	11,238	68.0744	11,800	71.4836	12,390	75.0596	13,010	78.8172	13,662
18	18.4526	Battalion Chief EMS/Trng-56 H			44.1082	10,704	46.3091	11,238	48.6246	11,800	51.0597	12,390	53.6128	13,010	56.2978	13,662
18	18.4506	Battalion Chief-40 Hours			61.7515	10,704	64.8327	11,238	68.0744	11,800	71.4836	12,390	75.0596	13,010	78.8172	13,662
18	18.4511	Battalion Chief-56 Hours			44.1082	10,704	46.3091	11,238	48.6246	11,800	51.0597	12,390	53.6128	13,010	56.2978	13,662
18	18.4516	BC/Fire Marshal			61.7515	10,704	64.8327	11,238	68.0744	11,800	71.4836	12,390	75.0596	13,010	78.8172	13,662
18	18.4501	Deputy Fire Chief			69.7474	12,090	73.2333	12,694	76.9000	13,329	80.7482	13,996	84.7846	14,696	89.0231	15,431
18	18.4531	Emergency Med Svcs Offcr			52.5565	9,110	55.1777	9,564	57.9381	10,043	60.8382	10,545	63.8849	11,073	67.0774	11,627

CREW SUPERVISORS/CREW SUPERVISORS 2																
Benefit Group	Grade	Position			Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
24	24.5381	Facility Maint Mech Crew Sup			37.0772	6,427	38.9300	6,748	40.8826	7,086	42.9278	7,441	45.0728	7,813	47.3318	8,204
23	23.5456	P.S. Maint Crew Supv			37.0772	6,427	38.9300	6,748	40.8826	7,086	42.9278	7,441	45.0728	7,813	47.3318	8,204
24	24.5311	Park Maint Crew Supvsr			37.0772	6,427	38.9300	6,748	40.8826	7,086	42.9278	7,441	45.0728	7,813	47.3318	8,204
24	24.5461	SL/Traffic Sig Crew Sup			37.0772	6,427	38.9300	6,748	40.8826	7,086	42.9278	7,441	45.0728	7,813	47.3318	8,204
23	23.5306	Urban Forestry Crew Supv			37.0772	6,427	38.9300	6,748	40.8826	7,086	42.9278	7,441	45.0728	7,813	47.3318	8,204
23	24.5711	Wastewater Crew Sup			37.0772	6,427	38.9300	6,748	40.8826	7,086	42.9278	7,441	45.0728	7,813	47.3318	8,204

SMEA																
Benefit Group	Grade	Position			Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
26	26.6066	Library Aide			15.1092	2,619	15.8646	2,750	16.6579	2,887	17.4908	3,032	18.3654	3,183	19.2836	3,342
26	26.6071	Library Page			14.3159	2,481	15.0316	2,605	15.7831	2,736	16.5722	2,873	17.4008	3,016	18.2708	3,167
26	26.6121	Recreation Asst			17.8269	3,090	18.7182	3,244	19.6541	3,407	20.6368	3,577	21.6686	3,756	22.7520	3,944
26	26.6114	Senior Recreation Assistant			19.9462	3,457	20.9435	3,630	21.9906	3,812	23.0901	4,002	24.2446	4,202	25.4568	4,413
26	26.6116	Sports Program Asst			19.9462	3,457	20.9435	3,630	21.9906	3,812	23.0901	4,002	24.2446	4,202	25.4568	4,413

SEIU																
Benefit Group	Grade	Position			Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
25	25.5376	Airport Operations Supv			36.0129	6,242	37.8124	6,554	39.7090	6,883	41.6955	7,227	43.7789	7,588	45.9730	7,969
25	25.5411	Comm Facilities Svr Wkr			20.4462	3,544	21.4706	3,722	22.5365	3,906	23.6649	4,102	24.8553	4,308	26.0942	4,523
25	25.5361	Equipment Inventory Tech			25.5960	4,437	26.8764	4,659	28.2123	4,890	29.6243	5,135	31.1125	5,393	32.6628	5,662
25	25.5366	Equipment Mechanic I			24.1424	4,185	25.3466	4,393	26.6136	4,613	27.9424	4,843	29.3404	5,086	30.8080	5,340
25	25.5356	Equipment Mechanic II			26.6136	4,613	27.9424	4,843	29.3404	5,086	30.8080	5,340	32.3445	5,606	33.9641	5,887
25	25.5396	Facility Maint Mechanic			23.6649	4,102	24.8553	4,308	26.0942	4,523	27.3955	4,749	28.7661	4,986	30.2056	5,236
25	25.5401	Facility Maint Worker			22.2113	3,850	23.3256	4,043	24.4953	4,246	25.7205	4,458	27.0078	4,681	28.3507	4,914
25	25.5398	Graffiti Abatement Worker			21.8929	3,795	22.9865	3,984	24.1424	4,185	25.3466	4,393	26.6136	4,613	27.9424	4,843
25	25.5466	Inmate Crew Coordinator			27.8039	4,819	29.1951	5,060	30.6557	5,314	32.1852	5,579	33.7911	5,857	35.4870	6,151
25	25.5481	Motor Sweeper Operator			25.2222	4,372	26.4818	4,590	27.8039	4,819	29.1951	5,060	30.6557	5,314	32.1852	5,579
25	25.5499	Neighborhood Svcs Worker			20.5431	3,561	21.5676	3,738	22.6474	3,926	23.7824	4,122	24.9729	4,329	26.2189	4,545
25	25.5331	Park Maint Worker			22.2113	3,850	23.3256	4,043	24.4953	4,246	25.7205	4,458	27.0078	4,681	28.3507	4,914
25	25.4081	Pub Safety Facilities Wkr			20.4462	3,544	21.4706	3,722	22.5365	3,906	23.6649	4,102	24.8553	4,308	26.0942	4,523
25	25.5491	Public Serv Maint Wkr II			22.6474	3,926	23.7824	4,122	24.9729	4,329	26.2189	4,545	27.5273	4,771	28.9044	5,010
25	25.5486	Public Serv Maint Wkr III			25.2222	4,372	26.4818	4,590	27.8039	4,819	29.1951	5,060	30.6557	5,314	32.1852	5,579
25	25.5496	Public Svc Maint Wkr I			20.5431	3,561	21.5676	3,738	22.6474	3,926	23.7824	4,122	24.9729	4,329	26.2189	4,545
25	25.5471	Public Svc Maint Wkr IV			27.8039	4,819	29.1951	5,060	30.6557	5,314	32.1852	5,579	33.7911	5,857	35.4870	6,151
25	25.5477	Pub Works Resource Coordina			27.8039	4,819	29.1951	5,060	30.6557	5,314	32.1852	5,579	33.7911	5,857	35.4870	6,151
25	25.5351	Pump Maint Mechanic			26.6136	4,613	27.9424	4,843	29.3404	5,086	30.8080	5,340	32.3445	5,606	33.9641	5,887
25	25.5391	Senior Airport Technician			26.6136	4,613	27.9424	4,843	29.3404	5,086	30.8080	5,340	32.3445	5,606	33.9641	5,887
25	25.5476	SL/Traffic Signal Tech			25.2222	4,372	26.4818	4,590	27.8039	4,819	29.1951	5,060	30.6557	5,314	32.1852	5,579
25	25.5406	Sr Comm Facilities Svc Wk			21.8929	3,795	22.9865	3,984	24.1424	4,185	25.3466	4,393	26.6136	4,613	27.9424	4,843
25	25.5479	Senior Equipment Mechanic			30.6721	5,316	32.2036	5,582	33.8148	5,861	35.5062	6,154	37.2770	6,461	39.1436	6,785
25	25.5386	Sr Facility Maint Mech			26.6136	4,613	27.9424	4,843	29.3404	5,086	30.8080	5,340	32.3445	5,606	33.9641	5,887
25	25.5316	Sr Urban Forestry Worker			26.8764	4,659	28.2123	4,890	29.6243	5,135	31.1125	5,393	32.6628	5,662	34.2964	5,945
25	25.4076	Sr Vehicle Maint Asst			22.1075	3,832	23.2149	4,024	24.3778	4,225	25.5960	4,437	26.8764	4,659	28.2123	4,890
25	25.5326	Urban Forestry Worker I			22.9865	3,984	24.1424	4,185	25.3466	4,393	26.6136	4,613	27.9424	4,843	29.3404	5,086
25	25.5321	Urban Forestry Worker II			24.3778	4,225	25.5960	4,437	26.8764	4,659	28.2123	4,890	29.6243	5,135	31.1125	5,393
25	25.5436	Wastewater Operator			25.9696	4,501	27.2709	4,727	28.6275	4,962	30.0603	5,210	31.5623	5,471	33.1405	5,744



## Legislation Text

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**File #:** ID#21-003, **Version:** 1

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### **Appointments to the Salinas Valley Basin Groundwater Sustainability Agency JPA**

Approve a Resolution ratifying the appointment of Councilmember Anthony Rocha to serve as the City's primary representative and Councilmember Carla González as the alternate on the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA); and approve appointment of Marc Bloom as the CPUC-regulated water company alternate Board Member.





## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:**                    **JANUARY 5, 2021**

**DEPARTMENT:**    **OFFICE OF THE CITY CLERK**

**FROM:**                **PATRICIA M. BARAJAS, CITY CLERK**

**TITLE:**                **APPOINTMENTS TO THE SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY (SVBGSA) JPA**

**RECOMMENDATION MOTION:**

A motion to approve a Resolution ratifying the appointment of Councilmember Anthony Rocha to serve as the City's primary representative and Councilmember Carla González as the alternate on the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) Board of Directors JPA; and approve appointment of Marc Bloom as the CPUC-regulated water company alternate Board member.

**RECOMMENDATION:**

It is recommended that the City Council approve the proposed Resolution.

**EXECUTIVE SUMMARY:**

On August 18, 2020 the City Council adopted a resolution appointing Councilmember McShane as the primary representative and former Mayor Pro Tem Cromeenes as the alternate. Following the November 3, 2020 Municipal Election and per Salinas Municipal Code Chapter 2 Article 1, Mayor Kimbley Craig recommends appointment of Councilmember Anthony Rocha to serve as the primary City representative and Councilmember Carla González to serve as the alternate.

On December 7, 2020, Brenda Granillo, representative from California Water Service Company serving as the CPUC-regulated water company alternate Board member requested the City appoint Marc Bloom as her successor effective January 15, 2021. Board Member Granillo notified the City she is unable to continue to serve on the Board due to an extended leave of absence. Tom Adcock, of ALCO shall continue to serve as the CPUC-regulated water company primary Board member.

**DISCUSSION:**

In 2014, the California legislature adopted, and then-Governor Brown signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the "Sustainable Groundwater Management Act" (SGMA). The stated purpose of SGMA is to provide for the sustainable

management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance, necessary to sustainably manage groundwater. SGMA also required the designation of a Groundwater Sustainability Agency (GSA) for the purpose of achieving groundwater sustainability through the adoption and the implementation of Groundwater Sustainability Plans for all medium and high priority basins as designated by the California Department of Water Resources.

In accordance with the JPA Agreement and the governance model that was approved by the City Council on December 13, 2016, the City of Salinas has the responsibility for appointing a representative seat and an alternate to represent the City on the JPA Board. Following the November 3, 2020 Municipal Election and change in Councilmember seats, the City Council needs to take action to appoint a successor representative and successor alternate. Additionally, the agreement also designates the City of Salinas as the appointing authority for the CPUC regulated water company representative and alternate to serve on the JPA Board.

CEQA CONSIDERATION:

The proposed action is not subject to environmental review under the California Environmental Quality Act (CEQA) [CEQA Guidelines Section 15378 and Section 15060(c)(2), (3)].

STRATEGIC PLAN INITIATIVE:

The City Council's approval of the proposed Resolution supports the City Council's goal of Operational Efficiencies.

FISCAL AND SUSTAINABILITY IMPACT:

The City Council's approval of the proposed Resolution would not have an impact on the City's General Fund, Measure E, or Measure G.

DEPARTMENTAL COORDINATION

The activities of the GSA generally do not involve the City's departments to a great extent; however, from time-to-time issues come up which require the attention and the coordination of the Administration Department, City Attorney's Office, and Public Works Department.

ATTACHMENTS:

Resolution



**RESOLUTION NO. \_\_\_\_\_ (N.C.S.)**

**RESOLUTION APPOINTING A PRIMARY AND ALTERNATE CITY REPRESENTATIVE TO SERVE AS BOARD MEMBERS ON THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY (“SVBGSA”); AND APPOINTING A CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) REGULATED WATER COMPANY ALTERNATE TO SERVE ON THE BOARD OF DIRECTORS**

**WHEREAS**, the City of Salinas in accordance with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) JPA has responsibility for appointing a representative seat and an alternate to represent the City on the JPA Board; and

**WHEREAS**, on August 18, 2020, the City Council approved a resolution appointing Councilmember Steve McShane to represent the City of Salinas with former Mayor Pro Tem Cromeenes to serve as alternate; and

**WHEREAS**, following the November 3, 2020 Municipal Election and per Salinas Municipal Code Chapter 2 Article 1, Mayor Kimbley Craig shall consider new appointments of a primary and alternate representative; and

**WHEREAS**, the City of Salinas desires is to appoint appoint Councilmember Anthony Rocha to serve as the primary appointment on the JPA Board and Councilmember Carla González to serve as the alternate; and

**WHEREAS**, the City of Salinas is also responsible for appointing a California Public Utilities Commission (CPUC) regulated water company representative to serve as a representative on the Salinas Valley Groundwater Sustainability Agency (SVGSA) Board of Directors and another to serve as an alternate Board member.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Salinas that Councilmember Anthony Rocha is hereby appointed to the SVBGSA JPA Board to represent the City of Salinas with Councilmember González to serve as alternate; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Council of Salinas that the representative from ALCO, Tom Adcock, shall continue as the CPUC-regulated water company representative to the SVGSA Board of Directors and that the representative from California Water Service Company, Marc Bloom, shall be appointed as the CPUC-regulated water company alternate Board member.

**PASSED AND APPROVED** this 5th day of January 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

APPROVED:

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Kimbley Craig, Mayor

ATTEST:

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Patricia M. Barajas, City Clerk