

AGENDA
REGULAR MEETING OF THE
CITY OF KING CITY COUNCIL
AND
Sitting as SUCCESSOR AGENCY OF
THE RDA FOR THE CITY OF KING

TUESDAY JANUARY 23, 2018
6:00 P.M.

CITY HALL
212 S. VANDERHURST AVENUE
KING CITY, CALIFORNIA 93930

**Spanish interpretation services will be available at meeting*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting, Please contact the City Clerk's Office (831-386-5925) at least 48 hours prior to the Meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

** Please submit all correspondence for City Council PRIOR to the meeting with a copy to the City Clerk.*

- 1. CALL TO ORDER**
- 2. ROLL CALL:** Council Members Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Pro Tem Carlos Victoria, and Mayor Mike LeBarre
- 3. FLAG SALUTE**
- 4. CLOSED SESSION ANNOUNCEMENTS**
- 5. SPECIAL PRESENTATIONS**

None
- 6. PUBLIC COMMENT**
Any member of the public may address the Council for a period not to exceed *three minutes'* total on any item of interest within the jurisdiction of this Council that is not on the agenda. The Council will listen to all communications; however, in compliance with the Brown Act, the Council cannot act on items not on the agenda. Comments should be directed to the Council as a whole and not to any individual Council Member. Slanderous, profane or personal remarks against any Council Member, staff member or member of the audience is not permitted.
- 7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS**
Individual Council Members may comment on Council business, his or her Council activities, City operations, projects or other items of community interest. Council Members may also request staff to report back at a subsequent meeting on any matter or take action to direct staff to prepare a staff report for a future agenda.
- 8. STAFF COMMUNICATIONS**
Comments presented by the City Manager, City Attorney or other staff on City business and/or announcements.

9. CONSENT AGENDA

The following items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Members of the audience may speak on any item(s) listed on the Consent Agenda. Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion. The Council may approve the remainder of the Consent Agenda on one motion. Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

- A. Meeting Minutes of January 9, 2018 Council Meeting
Recommendation: approve and file.
- B. Meeting Minutes of January 9, 2018 Public Financing Authority Meeting
Recommendation: approve and file.
- C. City Check Register
Recommendation: approve and file.
- D. City Monthly Treasurer's Report- November 2017
Recommendation: approve and file.
- E. Successor Agency Monthly Treasurer's Report- November 2017
Recommendation: approve and file.
- F. Consideration: Second Reading and Adoption of an Ordinance of the City Council of the City of King Amending Chapter 5.12 of the King City Municipal Code Pertaining to Business Licenses
Recommendation: conduct the second reading by title only and adopt an Ordinance of the City Council of the City of King Amending Chapter 5.12 of the King City Municipal Code Pertaining to Business Licenses.
- G. Consideration: List of Local Appointments
Recommendation: 1) adopt a Resolution approving a list of local appointments and designating the King City Library as the posting place for the Local Appointments List.
- H. Consideration: Amendments to the FY 2017-18 City of King Job Classification Plan
Recommendation: 1) adopt a Resolution amending the City of King Job Classification plan for FY 2017-18 in order to increase hourly pay rates for certain part-time hourly positions.
- I. Consideration: Award the Project Initiation Document for a Roundabout at Broadway Street at San Antonio Drive/US101 Northbound Ramp Terminals to Kimley Horn
Recommendation: 1) approve the scope of work prepared by Kimley Horn; 2) authorize City Manager to execute Amendment 1 to the grant agreement with Monterey Bay Unified Air Pollution Control District; 3) authorize the City Manger to execute contract with Kimley Horn for the Project Initiation Document in the amount not to exceed \$128,000 subject to approval by the City Attorney, and 4) authorize the City Manager to execute all necessary documents and contract amendment up to the grant amount of \$131,521.

- J. Consideration: Funding Agreement with Sun Street Centers for Recover Center Project
Recommendation: approve a Memorandum of Understanding with Sun Street Centers for \$200,000 in funding assistance for development of the Sun Street Centers Recovery Center, which will provide a prevention, treatment and rehabilitation one-stop center at 637 Broadway Street and 119 S. Mildred Avenue.
- K. Consideration: Professional Service Agreements for Preparation of a Recycled Water Feasibility Study and Industrial Pretreatment Assistance
Recommendation: 1) approve and authorize the City Manager to execute a professional services agreement with Carollo Engineers for preparation of a recycled water feasibility study up to a not to exceed cost amount of \$150,000; 2) approve and authorize the City Manager to execute a professional services agreement with Carollo Engineers to provide industrial pretreatment assistance, including preparation of an industrial pretreatment ordinance, up to a not to exceed cost amount of \$78,000; 3) authorize the City Manager to make non-substantive changes to the agreements as approved to form by the City Attorney; and 4) appropriate \$228,000 from the Sewer Operations Fund for the agreements.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

- A. Consideration: 2018 Fireworks Permit Process
Recommendation: 1) adopt a resolution setting forth the number of permits to sell fireworks and the method of selection of permit holders; 2) approve a payment of \$3,500 to the Chamber of Commerce and Agriculture for the aerial fireworks show; and 3) appropriate \$2,500 from the General Fund and \$1,000 from donation revenue.
- B. Consideration: Comprehensive Plan to End Youth Violence Annual Status Report
Recommendation: approve the Comprehensive Plan to End Youth Violence Annual Status Report.

12. CITY COUNCIL CLOSED SESSION

Announcement(s) of any reportable action(s) taken in Closed Session will be made in open session, and repeated at the beginning of the next Regular City Council meeting as this portion of the meeting is not recorded.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code, § 54956.9(d)(1)
Garcia v. City of King et al

13. ADJOURNMENT

**City Council Meeting
January 9, 2018**

1. CALL TO ORDER:

Regular Meeting called to order at 6:00pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

3. ROLL CALL:

City Manager Adams conducted roll call.

City Council: Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Michael LeBarre, Mayor Pro Tem Carlos Victoria.

City Staff: City Manager Steven Adams; City Attorney Shannon Chaffin; Admin. Asst./Deputy City Clerk, Erica Sonne

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

None

6. PUBLIC COMMUNICATIONS:

Carlo DeLeon reintroduced himself and thanked for the collaboration with the youth.

7. COUNCIL COMMUNICATIONS:

Mayor Pro Tem Victoria stated that the first AMBAG meeting of the year is tomorrow in Seaside. He welcomed back Carlo DeLeon and Danny Torrez. Mr. Torrez just moved back, he lives in District 4 and has noticed some issues in the City not just District 4 so Mayor Pro Tem would like to set Mr. Torrez up with Fernando Saurez, Public Works Supervisor, for a ride along to show him the issues.

Council Member Cullen handed out the highlights from the Salinas Valley Solid Waste Authority from December. His next meeting is coming this week. Salinas Valley Fair board meeting is later in the month. He wanted to mention that on February 15th they are having a career day. He can add people to the list that are interested in speaking on their career. He is the Chair of the Southern Monterey County Foundation; the application is open for the neighborhood grant program. These are grants that are for organizations that are do not have 5013C status so they do not have to be a true non-profit. Group is made up of 5 or more persons (cannot be related), Group is based in Monterey County, Project or activities are carried out in any one of the cities or unincorporated areas of Monterey County, Grants range from \$500.00 to \$4000.00.

Council Member Acosta tomorrow is the first 4 Cities 4 Peace at the recreation center at 4p.m. She looks forward to the 4 cities going in on a grant for software to read license plates. She thanked everyone involved for the security cameras coming to our town.

Council Member DeLeon had an opportunity to do a ride along with the KCPD and was impressed with the officer's work. There was an incident that resulted in an arrest. He realizes that the Police Department needs more help and he hopes we can get it for them.

Mayor LeBarre stated Happy New year to everyone.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams thanked the Mayor for his help with PUC working with Pilot Power. He thanked him for getting letters of support for the Multimodal grant.

City Attorney Shannon Chaffin working on monitoring the State on the cannabis issues. Explained that Roy Santos is going to be a new father and would like to attend the January 23, 2018 meeting but in the event that he can't make it their office will send Tommi Sagatelian.

9. CONSENT AGENDA

- A. Meeting Minutes of December 12, 2017 Council Meeting
- B. City Check Register
- C. Successor Agency Check Register
- D. Consideration: Extraterritorial Wastewater Service Agreement
- E. Consideration: Side Letter of Agreements with Service Employees International Union Local 521 and King City Confidential Employees Association Extending Current Labor Agreements
- F. Consideration: Declare Surplus Property
- G. Consideration: Consideration of Acceptance of The City and CDA Successor Agency's Audited Financial Statements for The Fiscal Year 2016-2017
- H. Consideration: Update of Master Fee Schedule
- I. Consideration: Funding Plan for Multimodal Transit Center TIRCP Application

Council member Cullen pulled Item I for discussion

Action: Motion to approve consent agenda A-H by Acosta and seconded by Victoria.

AYES: Council Members: Mayor LeBarre, Acosta, Cullen, DeLeon and Mayor Pro Tem Victoria

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Council member Cullen asked City Manager Adams to do an overview of this item for the community that is present. City Manager stated that the grant would help move this project along. He recognized Doreen and Octavio. He went over the updated changes in the cost with the City doing 5% match over a 5-year period. Council member Cullen explained the map out of where the multimodal station would be and what could be built out over the other side of the railroad tracks.

Action: Motion to approve consent agenda item I by Cullen and seconded by Victoria.

AYES: Council Members: Mayor LeBarre, Acosta, Cullen, DeLeon and Mayor Pro Tem Victoria

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: Taxi Service Application for Patricia Ramirez, Riders Transit

Assistant Planner Maricruz Aguilar introduced this item.

Council is excited about this service.

Mayor LeBarre opened the public hearing, seeing no one come forward, Mayor LeBarre closed the public hearing.

The applicant Patricia Ramirez was available for questions.

Action: Motion to approve a Taxi Service/Taxi Driver application for Patricia Ramirez, Riders Transit (Application Case No. TS2017-001) including the requirements for municipal code section 5.30.50 by Victoria and seconded by DeLeon

AYES: Council Members: Mayor LeBarre, Acosta, Cullen, DeLeon and Mayor Pro Tem Victoria

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

- B. Consideration: An Ordinance of the City Council of the City of King Amending Chapter 5.12 of the King City Municipal Code Pertaining to Business Licenses
Recommendation: 1) open the Public Hearing and consider public testimony; and 2) introduce and conduct the First Reading, by title only, an Ordinance amending Chapter 5.12 of the King City Municipal Code pertaining to business licenses.

City Manager Adams introduced this item.

Mayor LeBarre read the title of the ordinance into the record.

Mayor LeBarre opened the public hearing

Maricela Herrera ask if her business of jump houses falls under this ordinance. She runs her business out of her home but she has a storage unit. The City Manager will get back to her on this.

Mayor LeBarre closed the public hearing.

Action: Motion to introduce and conduct the First Reading, by title only, an Ordinance amending Chapter 5.12 of the King City Municipal Code pertaining to business licenses by Cullen and seconded by DeLeon.

AYES: Council Members: Mayor LeBarre, Acosta, Cullen, DeLeon and Mayor Pro Tem Victoria

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

None

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting at 6:40pm. to after the Public Financing Authority Meeting.

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting at 6:41pm. to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code, § 54956.9(d)(1)
Rufina Recendiz Garcia and Elandio Juitzil v. City of King et al, U.S. District Court,
Northern District of California Case No. 16-CV-06712-EJD

Meeting adjourned at 6:51p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

**Minutes
Public Financing Authority Meeting
January 09, 2018**

1. CALL TO ORDER:

Meeting was called to order at 6:39 PM by Mayor LeBarre.

2. FLAG SALUTE:

The board choose to forgo the flag salute.

3. ROLL CALL:

City Manager Adams conducted roll call.

Members: Darlene Acosta, Robert Cullen, Carlos DeLeon, Vice Chair Carlos Victoria, Chair Michael LeBarre.

City Staff: City Manager Steven Adams, Attorney Shannon Chaffin

4. PUBLIC COMMENT

None

5. STAFF COMMUNICATIONS

None

6. CONSENT AGENDA

A. Consideration: Public Financing Authority Monthly Treasurer's Report – December 2017

Action: Motion to approve consent agenda by Victoria and seconded by Cullen.

AYES: Council Members: Chair LeBarre, Acosta, Cullen, DeLeon and Vice Chair Victoria

NOES: Council Members:

7. REGULAR BUSINESS

None

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the meeting at 6:41pm.

Approved Signatures:

Chair, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: CONSIDERATION OF CITY CHECK REGISTER

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

At least once a month, the City Treasurer shall submit to the City Council, a copy of the check register.

DISCUSSION:

The purpose of this item is to provide the Council an opportunity to review and monitor ongoing expenditures. These documents are attached.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

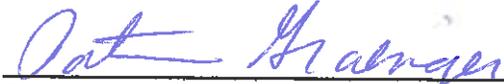
The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

**CITY COUNCIL/CITY
CITY CHECK REGISTER
JANUARY 23, 2018
PAGE 2 OF 2**

Exhibits:

1. Check Register Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

Check Register Report

Jan 12, 2018 (FY 2017-18)

Date: 01/15/2018

Time: 9:26 am

Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
60004	01/15/2018	Printed		ATT	AT & T	Monthly Internet Service.	84.00
60007	01/15/2018	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Mice Problems	838.50
60008	01/15/2018	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Computer Support	5,865.60
60009	01/15/2018	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supply	484.91
60010	01/15/2018	Printed		AT & T	AT & T	Sentry Alarm Monthly -	111.71
60011	01/15/2018	Printed		AT&T - C	AT&T	56K Line -	644.09
60012	01/15/2018	Printed		BAYSHORE	BAYSHORE CONSULTING GROUP, INC	Consulting	337.50
60013	01/15/2018	Printed		CARMEL FIR	ART BLACK	Annual Fire Inspection	3,875.00
60015	01/15/2018	Printed		CALIFOR	CALIFORNIA BUILDING STANDARDS	Green Fees - Fee Report	1,017.90
60016	01/15/2018	Printed		UMSTEAD EL	CLIFTON T. UMSTEAD	Air Rators	14,500.00
60017	01/15/2018	Printed		COASTAL	COASTAL TRACTOR	Case Tractor	745.69
60018	01/15/2018	Printed		COMINFO	COUNTY OF MONTEREY	Oct 2017 Services	1,320.40
60019	01/15/2018	Printed		CSFA	CSFA	Membership Dues	2,015.00
60020	01/15/2018	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Fuel Pump	80.00
60021	01/15/2018	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Coach Fingerprints	128.00
60022	01/15/2018	Printed		DMVCA	DEPARTMENT OF MOTOR VEHICLES	Vehicle Duplicate Title	315.00
60023	01/15/2018	Printed		DIVISION	DIVISION OF STATE ARCHITECT	Disability Access and	9.30
60026	01/15/2018	Printed		EARTH DESI	EARTH DESIGN, INC.	Cal Grow	27,428.84
60027	01/15/2018	Printed		EIKHOF	EIKHOF DESIGN GROUP INC	Consulting Services	4,380.00
60028	01/15/2018	Printed		FIRE PROGR	EWERS TECHNOLOGY LLC	Software Upgrade	861.00
60029	01/15/2018	Printed		FED EXP	FEDEX	CDBG Fed Ex	62.22
60030	01/15/2018	Printed		INTTIRE	INTERNATIONAL TIRES	Landscape Trailer	20.00
60031	01/15/2018	Printed		SCOFIELD	IRMA SCOFIELD	Business Cards	105.25
60032	01/15/2018	Printed		KEREZSI	ANITA KEREZSI	Consulting Services	1,000.00
60033	01/15/2018	Printed		KC GLASS	KING CITY GLASS	Special Window - Replace at	988.09
60034	01/15/2018	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Spray Paint.	885.29
60035	01/15/2018	Printed		LA HEARNE	L.A. HEARNE COMPANY	Supplies for Pool	354.84
60036	01/15/2018	Printed		LEAG OF CA	LEAGUE OF CALIFORNIA CITIES	C M Membership -	150.00
60037	01/15/2018	Printed		CYPRESSW	MILES CLIFFORD FARMER	Sewer Operations Contract	11,265.83
60038	01/15/2018	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Monthly Copier Contract	3,255.25
60039	01/15/2018	Printed		O'REILLY A	O'REILLY AUTOMOTIVE, INC.	Tool for removing bolt	80.33
60040	01/15/2018	Printed		OFFICE DEP	OFFICE DEPOT	Supplies	287.98
60041	01/15/2018	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Light for Gutter	49.05
60042	01/15/2018	Printed		PATCH	PATCH SERVICES, LLC	Engineering Service	9,975.00
60043	01/15/2018	Printed		PURE WATER	PENINSULA PURE WATER INC.	Water - PD	69.45
60044	01/15/2018	Printed		PAC	PG&E	Monthly Service -	15,255.24
60045	01/15/2018	Printed		PROYOUTH	PROYOUTH	Proyouth After School	11,458.33
60046	01/15/2018	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage Machine Refill.	702.00
60047	01/15/2018	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Monthly Internet Service	9.95
60048	01/15/2018	Printed		SO CO NEWS	SO CO NEWSPAPERS	Ordinance for Hotel/Motel	1,100.75
60049	01/15/2018	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Dictation - Officers	87.91
60050	01/15/2018	Printed		PURSUIT	STOMMEL INC	Equip/patrol veh	4,678.58
60051	01/15/2018	Printed		SURVEI	SURVEILLANCEGRID INTEGRATION	Security Camera System	7,237.74
60052	01/15/2018	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Employee Fidelity Bond.	408.00
60053	01/15/2018	Printed		ZAPPPIA	THE ZAPPPIA LAW FIRM, APC	Attorney Services	638.00
60054	01/15/2018	Printed		TIRE KING	TIRE KING & AUTO EXPRESS	Car Washes	1,030.22
60055	01/15/2018	Printed		TOGNE	JOE TOGNETTI	Fix Air Pump on Engine	112.50
60056	01/15/2018	Printed		TORO	TORO PETROLEUM CORP.	Monthly Gas - Acct 6835	2,529.05
60057	01/15/2018	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	Dec Services	25.00
60058	01/15/2018	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract Service -	330.32
60059	01/15/2018	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phone Charges -	925.50

Check Register Report

Jan 12, 2018 (FY 2017-18)

Date: 01/15/2018

Time: 9:26 am

Page: 2

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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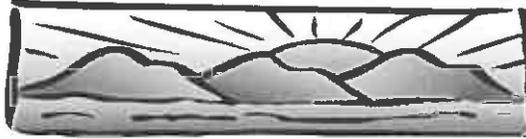
WELLS FARGO BANK Checks

60060	01/15/2018	Printed		WM J. CLAR	WM J. CLARK TRUCKING SVC, INC.	Sand for Sand Bagging.	98.72
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Total Checks: 52 **Checks Total (excluding void checks): 140,218.83**

Total Payments: 52 **Bank Total (excluding void checks): 140,218.83**

Total Payments: 52 **Grand Total (excluding void checks): 140,218.83**



KING CITY
C A L I F O R N I A

Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

**RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT –
NOVEMBER 2017**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds. The City currently invests its funds with the Local Agency Investment Fund (LAIF) Program, administered by the State of California Treasurer's office. The City's housing rehab account is held at 1st Capital Bank, and the City's checking and payroll accounts, as well as developer deposits, are held at Well Fargo Bank, located at 506 Broadway, King City, CA 93930. A summary of investments and returns for the City is provided in the attached report.

COST ANALYSIS:

There is no fiscal impact as a result of this action

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL
MONTHLY TREASURER'S REPORT – NOVEMBER 2017
JANUARY 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

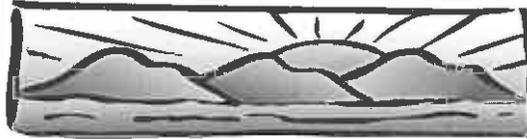
City of King
Investment Report
Schedule of Cash and Investments
November 30, 2017

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
State of California LAIF - City	Pooled	1.07%	2,278,895.85	On Demand	N/R
1st Capital Bank	Checking Acct Housing Rehab	-	91,920.07	On Demand	N/R
Wells Fargo Bank	General Checking	-	3,235,271.51	On Demand	N/R
Wells Fargo Bank	Payroll Checking Account	-	21,243.53	On Demand	N/R
Petty Cash-City Hall/Change Fund	Change Cash Drawer	-	500.00	On Demand	N/R
Invested by City Treasurer (Subtotal):			5,627,830.96		
Total Cash and Investments			5,627,830.96		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 01/23/2018. Cash flow liquidity is still limited.

SIGNED: _____


City Treasurer



KING CITY
C A L I F O R N I A

Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

**RE: CONSIDERATION OF SUCCESSOR AGENCY MONTHLY
TREASURER'S REPORT – NOVEMBER 2017**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds, including successor agencies. The Successor Agency invests its bond proceeds in US Treasury obligations. All bond reserve funds are held by one bond trustee, U.S. Bank, and invested in accordance with the trustee agreement. The Successor Agency has three tax allocation bonds (TABs) issued. Yield, maturity and investment amount (proceeds) are itemized on the Successor Agency Schedule of Cash and Investments for the Agency.

COST ANALYSIS:

There is no fiscal impact as a result of this action.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL/SUCCESSOR AGENCY
SA MONTHLY TREASURER'S REPORT – NOVEMBER 2017
JANUARY 23, 2018
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
November 30, 2017 2017

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
Wells Fargo Bank	SA Checking Account		1,408,010.42	On Demand	N/R
Invested by City Treasurer (Subtotal):			1,408,010.42		
Invested by Trustees (as of November 2017 Statements)					
Bond Reserves (1)					
U.S. Bank - 2011 TARB					
US Bank Money Market Ct	Escrow Fund #5050	0.00%	5,628,131.17	8/1/2034	5,628,131.17
U.S. Bank - 2016 A & B TARB					
US Bank Money Market Ct	Debt Service Fund #5000	0.00%	51.55	3/31/2025	51.55
US Bank Money Market Ct	Interest Account #5001	0.10%	9,237.75	3/31/2025	9,237.75
US Bank Money Market Ct	Cost of Issu Acct. #5009	0.10%	0.00	3/31/2025	0.00
U.S. Bank - 2016 TARB					
US Bank Money Market Ct	Debt Service Fund #6000	0.10%	65.00	3/31/2025	65.00
US Bank Money Market Ct	Interest Account #6001	0.00%	520.68	9/30/2016	520.68
US Bank Money Market Ct	Sinking Account #6003	0.00%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Reserve Account #6005	0.10%	319,661.10	3/31/2025	319,661.10
US Bank Money Market Ct	Cost of Issu Fund #6009	0.10%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Escrow Fund #6050	0.39%	0.00	9/30/2016	0.00
Market Value Provided by U.S. Bank, Trustee					
Invested by Trustees (Subtotal):			5,957,667.25		
Total Cash and Investments			7,365,677.67		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 01/23/2018. Cash flow liquidity is still limited.

SIGNED: _____



City Treasurer

Note:
(1) Bonds



Item No. 9 (F)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY KING AMENDING CHAPTER 5.12 OF THE KING CITY MUNICIPAL CODE PERTAINING TO BUSINESS LICENSES

RECOMMENDATION:

It is recommended the City Council conduct the second reading by title only and adopt an Ordinance of the City Council of the City of King Amending Chapter 5.12 of the King City Municipal Code Pertaining to Business Licenses.

BACKGROUND:

At the September 12, 2017 meeting, the City Council approved a new program to conduct annual fire inspections of businesses and apartment buildings, which is now being contracted with the City's contract Fire Marshall. The fire inspection fee was also reduced from \$250 to \$200. The purpose of the program is to comply with State Fire Code requirements and to reduce the dangers of fires to life and property. Even though the fee was reduced, it represents an increased cost to most businesses because the inspections were not being completed on a regular basis in the past.

In order to simplify the process for both the City and businesses, it was proposed to combine the payment of the inspection fee with the business license process. At the January 9, 2018 meeting, the City Council introduced an Ordinance that will enable the City to withhold issuing a business license until the fire inspection fee is paid.

**CITY COUNCIL
CONSIDERATION OF SECOND READING AND ADOPTION OF AN
ORDINANCE OF THE CITY COUNCIL OF THE CITY KING AMENDING
CHAPTER 5.12 OF THE KING CITY MUNICIPAL CODE PERTAINING TO
BUSINESS LICENSES
JANUARY 23, 2018
PAGE 2 OF 2**

DISCUSSION:

Business license renewal letters and invoices were distributed in December, along with invoices for the fire inspections. In order to help ensure compliance with the requirements, staff proposes adoption of an Ordinance that will clarify in the Municipal Code that business licenses will not be issued until both the business license and fire inspection fees are paid. If the City does not require payment of the fire inspection fee prior to issuance of the business license, staff is concerned it will be labor intensive to obtain payment from those that do not do so voluntarily.

COST ANALYSIS:

There is no cost projected to the City to implement the proposed Ordinance. The fire inspection fee was established to reimburse the City's actual costs for the contract Fire Marshall to perform the inspections and a portion of the costs for a part-time position in the Fire Department to record and track the fire inspections. Therefore, payment of the fees is needed in order to receive the revenue programmed in the Biennial Budget to administer the program.

ENVIRONMENTAL REVIEW:

This matter is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Adopt the Ordinance;
2. Direct staff to modify the Ordinance and re-introduce;
3. Do not introduce the Ordinance and direct staff to pursue other ways in which to seek payment of the fire inspection fees; or
4. Provide staff other direction.

Prepared and Approved by: _____


Steven Adams, City Manager

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING
TITLE 5 OF CHAPTER 5.12 OF THE KING CITY MUNICIPAL CODE PERTAINING
TO BUSINESS LICENSES**

WHEREAS, the City of King (“the City”) has the authority to charge businesses a license tax for revenue under the California Constitution Article XI, section 6; and

WHEREAS, Chapter 5.12 of the Municipal Code sets forth requirements for businesses, trades, professions, callings and occupations to obtain a business license and to pay a business license tax; and

WHEREAS, Section 106 of the State of California Fire Code authorizes the fire code official to conduct inspections as are deemed necessary to provide compliance with the fire code; and

WHEREAS, the City Council has approved establishing an annual fire inspection program of all businesses operating in a physical structure and multi-family dwelling units in order to comply with the requirements of the State of California Fire Code and to protect life and property by preventing structure fires; and

WHEREAS, the City Council has adopted by Resolution fees to pay for the cost of administering the fire inspection program; and

WHEREAS, it is the City Council’s intent to coordinate the processing of both fees for the efficiency of the City’s operations and the convenience of local businesses.

NOW THEREFORE, the people of the chartered City of King do ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it is not a “project” for the purposes of the CEQA as it does not have the potential for resulting in either a significant effect on the environment, or a reasonably foreseeable indirect physical change in the environment because it involves fiscal activities relating to licensing.

SECTION 3. Section 5.12.140 is hereby added to Chapter 5.12 of the King City Municipal Code and adopted to read as follows:

Section 5.12.140 Payment of Fire Inspection Fees.

Fees owed to city by any business for an inspection determined necessary by the fire code official to ensure compliance with requirements of the State of California Fire Code shall be paid prior to issuance or renewal of license.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the ____ day of _____ 2018, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 2018, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF LIST OF LOCAL APPOINTMENTS

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving a list of local appointments and designating the King City Library as the posting place for the Local Appointments List.

BACKGROUND:

Pursuant to the State of California Maddy Act, the City Council is required to annually prepare a Local Appointments List, which lists all regular and ongoing boards, commissions, and committees that are appointed by the City Council. The list was last approved by the City Council in December 2016. It was due again in December 2017 so staff prepared it for Council consideration as soon as it was determined that it is past due in order to be in compliance with the State requirement.

DISCUSSION:

The Local Appointments List must contain all of the appointive terms that will expire during next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position. It will also include a list of all boards, commissions, and committees whose members serve at the pleasure of the City Council, and the necessary qualifications for each position. The Local Appointments List shall be made available to members of the public and the City Council must designate the public library with the largest service population within its jurisdiction to receive a copy of the Local Appointments List.

**CITY COUNCIL
CONSIDERATION OF LIST OF LOCAL APPOINTMENTS
JANUARY 23, 2018
PAGE 2 OF 2**

COST ANALYSIS:

There is no cost impact from this item.

ENVIRONMENTAL REVIEW:

The list is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendation;
2. Modify the Resolution
3. Adopt the Resolution and provide staff direction regarding recruitment of local appointees; or
4. Provide other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2018-4621

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
DESIGNATING THE KING CITY LIBRARY AS THE POSTING PLACE FOR
LOCAL APPOINTMENTS LIST**

WHEREAS, pursuant to the Maddy Act, California Government Code Section 54970 et seq., requires the City Council to prepare a Local Appointments List, which lists of all regular and ongoing boards, commissions, and committees which are appointed by the City Council;

WHEREAS, the Local Appointments List is required to be made available to members of the public;

WHEREAS, as part of this process, the Maddy Act requires the City Council to designate the public library with the largest service population within its jurisdiction to receive a copy of the Local Appointments List;

WHEREAS, the King City Library is the public library with the largest service population within the City of King; and

WHEREAS, the City Council of the City of King City desires to designate King City Library as the public library within the City of King to receive a copy of the Local Appointments List.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby approves:

1. The City Council of the City of King City designates King City Library as the public library within the City of King to receive a copy of the Local Appointments List.

PASSED AND ADOPTED by the City Council of the City of King at a special meeting duly held on the 23rd day of January, 2018, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mayor

ATTEST:

Steven Adams, City Clerk of the City of King

APPROVED AS TO FORM:

Shannon Chaffin, Interim City Attorney

Local Appointments List

Planning Commission

	<u>Term</u>
David Mendez	Dec. 2011 - March 31, 2021
David Nuck	Dec. 2011-March 31, 2019
Margaret Raschella	Dec. 2011 - March 31, 2021
Ralph Lee	Dec. 2015- March 31, 2019
Michael Barbree	Dec. 2011 - March 31, 2021

The city planning commission shall consist of five members, none of whom shall be an employee of the city, or be a member of any other board or commission of the city. The members of the commission shall be appointed by the city council. At the first meeting of each calendar year, the committee shall elect a chairperson and a vice chairperson within its membership, who shall serve until the first meeting of the following year. A chairperson and vice chairperson may be elected for successive terms, without restriction as to number.

Airport Advisory Committee

Jeff Francis	Dec. 2011 - March 31, 2021
David LeBarre	2015 - March 31, 2019
Chris Madson	2016- March 31, 2019
Scott Prewitt	June 2017- March 31, 2021

There is established an airport advisory committee which shall consist of five members. The committee shall review all aspects of the operations, maintenance and capital project of the airport and make recommendations on same to the city council. At the first meeting of each calendar year, the committee shall elect a chairperson and a vice chairperson within its membership, who shall serve until the first meeting of the following year. A chairperson and vice chairperson may be elected for successive terms, without restriction as to number.

Recreation Commission

Sharlene Hughes	Feb. 2015 - March 31, 2019
Ricky Humphreys	Feb. 2015 - March 31, 2019
Tiffany Singh	Feb. 2013 - March 31, 2019
TJ Plew	July 2017- March 31, 2021

The city parks and recreation commission shall consist of five members. Persons who are residents of the city or who are employed within the city, or who reside in unincorporated areas of Monterey County within ten miles of the city boundaries, shall be eligible for appointment as members of the commission, except a majority of the commission shall at all times be composed of residents of the city. In the event that as a result of resignation or terming out, more than half of the commission is composed of nonresidents of the city, the commission shall suspend its meetings until through appointment at least half of the commission members are residents of the city. At the first meeting of each calendar year, the committee shall elect a chairperson and a vice chairperson within its membership, who shall serve until the first meeting of the following year. A chairperson and vice chairperson may be elected for successive terms, without restriction as to number.



Item No. 9 (H)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AMENDMENTS TO THE FY 2017-18 CITY OF KING JOB CLASSIFICATION PLAN

RECOMMENDATION:

It is recommended the City Council adopt a Resolution amending the City of King Job Classification plan for FY 2017-18 in order to increase hourly pay rates for certain part-time hourly positions.

BACKGROUND:

The City maintains a Job Classification Plan that sets forth all existing job classifications and salary ranges. It is also a requirement of CalPERS that the City Council adopt on an annual basis the City's Salary Classification Plan. The Council adopted this item at the June 27, 2017 meeting. Under California State law, the minimum hourly wage increased to \$11 per hour effective January 1, 2018. As a result, pay increases to some of the City's part-time hourly positions are recommended.

DISCUSSION:

In order to comply with the minimum wage increase, a pay increase is recommended for the following positions:

- Aquatic Aide
- Pool Cashier
- Recreation Aide

In order to prevent compaction in pay rates and to maintain those positions intended to be above minimum wage at an appropriate amount, increases are also recommended for the following positions:

**CITY COUNCIL
CONSIDERATION OF AMENDMENTS TO THE FY 2017-18 CITY OF KING
JOB CLASSIFICATION PLAN
JANUARY 23, 2018
PAGE 2 OF 2**

- Life Guard
- Part-Time Front Counter Customer Service Representative
- Maintenance Aide

The new part-time hourly Administrative Assistant position in the Fire Department has also been added and two position titles have been updated.

COST ANALYSIS:

The annual cost impact of this recommendation will be approximately \$10,000 and approximately \$4,500 for FY 2017-18.

ENVIRONMENTAL REVIEW:

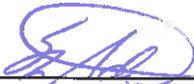
The Job Classification Plan is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendation;
2. Modify and approve the Job Classification Plan;
3. Do not approve the change to the Job Classification Plan; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
AMENDING THE CLASSIFICATION PLAN FOR FY 2017-18**

WHEREAS, the City of King maintains a Classification Plan that sets forth all existing job classifications and salary steps; and

WHEREAS, the City Council desires to make changes to pay rates for part-time hourly employees and job titles; and

WHEREAS, the changes to hourly wages are necessary to comply with California minimum wage regulations effective January 1, 2018 for employers with 26 or more employees.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King approves amendments to the FY 2017-18 Classification Plan as set forth in Exhibit A.

This resolution was passed and adopted this **23rd** day of **January, 2018** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

CITY OF KING JOB CLASSIFICATION PLAN FISCAL YEAR 2017-2018

REVISED February 1, 2018

CLASSIFICATION	FIVE-PERCENT STEP ADVANCEMENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
EXECUTIVE MANAGEMENT STAFF						
CITY MANAGER	\$156,560.04 ANNUAL (SALARY INDEPENDENT OF STEP SCHEDULE)					
CHIEF OF POLICE	\$113,883.00	\$119,586.00	\$125,545.00	\$131,822.00	\$138,413.00	\$145,334.00
DIRECTOR OF FINANCE	\$92,880.00	\$97,526.00	\$102,402.00	\$107,522.00	\$112,900.00	\$118,545.00
MID-MANAGEMENT STAFF						
POLICE CAPTAIN	\$101,210.00	\$106,537.00	\$112,144.00	\$118,047.00	\$124,260.00	\$130,800.00
CHIEF BUILDING OFFICIAL	\$73,877.00	\$77,572.00	\$81,450.00	\$85,523.00	\$89,800.00	\$94,290.00
CITY CLERK	\$50,854.00	\$53,397.00	\$56,067.00	\$58,872.00	\$61,816.00	\$64,906.00
RECREATION COORDINATOR	\$55,839.00	\$58,630.00	\$61,562.00	\$64,640.00	\$67,872.00	\$71,266.00
SUPERVISORY STAFF						
POLICE SERGEANT	\$75,008.00	\$78,759.00	\$82,697.00	\$86,831.00	\$91,174.00	\$95,732.00
POLICE CLERK SUPERVISOR	\$39,723.90	\$41,710.48	\$43,796.50	\$45,986.32	\$48,286.51	\$50,701.44
PUBLIC WORKS SUPERINTENDENT	\$54,391.58	\$57,111.38	\$59,967.77	\$62,966.21	\$66,115.45	\$69,422.04
PUBLIC WORKS SUPERVISOR	\$45,918.80	\$48,214.74	\$50,625.48	\$53,156.75	\$55,814.59	\$58,605.32
BUILDING/MAINTENANCE STAFF						
BUILDING INSPECTOR	\$57,785.59	\$60,675.85	\$63,710.36	\$66,896.75	\$70,241.58	\$73,754.70
MAINTENANCE WORKER I	\$31,160.20	\$32,718.43	\$34,355.34	\$36,073.10	\$37,877.20	\$39,771.98
MAINTENANCE WORKER II	\$36,081.85	\$37,885.94	\$39,780.73	\$41,770.58	\$43,859.88	\$46,052.98
MAINTENANCE WORKER I/ WASTEWATER SERVICES	\$34,276.22	\$35,990.28	\$37,790.88	\$39,680.41	\$41,664.92	\$43,749.19
MAINTENANCE WORKER II/ WASTEWATER SERVICES	\$39,690.03	\$41,674.53	\$43,758.79	\$45,947.64	\$48,245.86	\$50,658.28
SENIOR MAINTENANCE WORKER	\$41,744.36	\$43,832.56	\$46,024.57	\$48,325.85	\$50,742.96	\$53,280.28
STREET SWEEPER OPERATOR	\$36,081.85	\$37,885.94	\$39,780.72	\$41,770.58	\$43,859.88	\$46,052.98
PUBLIC SAFETY STAFF						
POLICE OFFICER	\$55,971.00	\$58,789.00	\$61,709.00	\$64,794.00	\$68,034.00	\$71,437.00
ANIMAL CONTROL/CODE ENFORCEMENT OFFICER	\$42,310.39	\$44,425.91	\$46,647.42	\$48,980.40	\$51,430.29	\$54,002.57
COMMUNITY SERVICES OFFICER	\$41,078.05	\$43,131.95	\$45,288.76	\$47,553.78	\$49,932.32	\$52,429.68
FIRE CHIEF	\$7,527.60					
FIRE CHIEF 1ST ASSISTANT	\$3,690.00					
FIRE CHIEF 2ND ASSISTANT	\$3,690.00					
FIRE CHIEF ENGINEER	\$3,690.00					
FIRE DEPARTMENT SECRETARY/TREASURER	\$2,583.00					
FIRE ENGINEER	\$2,755.20					
VOLUNTEER FIREFIGHTER	\$12.00					
PROFESSIONAL/SUPPORT STAFF						
SENIOR ACCOUNTANT	\$47,685.50	\$50,070.94	\$52,574.48	\$55,204.24	\$57,964.80	\$60,863.03
ACCOUNTANT	\$45,414.83	\$47,866.61	\$50,070.94	\$52,575.47	\$55,204.57	\$58,276.50
ACCOUNTING TECHNICIAN	\$37,846.60	\$39,739.20	\$41,726.87	\$43,813.98	\$46,004.90	\$48,306.18
ADMINISTRATIVE ASSISTANT TO POLICE CHIEF	\$38,186.00	\$40,096.00	\$42,101.00	\$44,207.00	\$46,417.00	\$48,738.00
ADMINISTRATIVE ASSISTANT	\$37,846.60	\$39,739.20	\$41,726.87	\$43,813.98	\$46,004.90	\$48,306.18
ADMINISTRATIVE SERVICE SUPERVISOR	\$51,914.37	\$54,510.69	\$57,237.04	\$60,098.89	\$63,103.89	\$66,259.69
ASSISTANT PLANNER	\$65,564.71	\$68,843.99	\$72,287.17	\$75,901.91	\$79,698.04	\$83,683.22
COUNTER TECHNICIAN	\$37,846.60	\$39,739.20	\$41,726.87	\$43,813.98	\$46,004.90	\$48,306.18
POLICE CLERK I	\$30,611.65	\$32,142.56	\$33,749.97	\$35,438.23	\$37,210.63	\$39,071.55
TRANSIT OPERATOR	\$33,708.44	\$35,394.52	\$37,164.74	\$39,023.47	\$40,975.08	\$43,023.94
SEASONAL/PART-TIME (HOURLY RATE)						
HUMAN RESOURCES COORDINATOR	\$32.00	\$33.60	\$35.28	\$37.04	\$38.90	\$40.84
ADMINISTRATIVE ASSISTANT (FIRE DEPARTMENT)	\$20.00	\$21.00	\$22.05	\$23.15	\$24.31	\$25.53
POOL MANAGER	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
ASSISTANT POOL MANAGER	\$14.30	\$15.00	\$15.75	\$16.54	\$17.37	\$18.24
AQUATIC AIDE	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37	\$14.04
POOL CASHIER	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37	\$14.04
LIFE GUARD	\$12.10	\$12.71	\$13.35	\$14.02	\$14.72	\$15.46
RECREATION AIDE	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37	\$14.04
SUMMER DAYCAMP COORDINATOR	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00
CUSTOMER SERVICE ASSISTANT	\$12.50	\$13.13	\$13.78	\$14.47	\$15.19	\$15.95
MAINTENANCE AIDE	\$12.50	\$13.13	\$13.78	\$14.47	\$15.19	\$15.95
CITY COUNCIL & MAYOR (Effective 1/1/17)						
MAYOR	\$5,400.00					
CITY COUNCIL	\$4,200.00					



Item No. 9 (1)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF AWARD OF CONTRACT FOR CONSULTING SERVICES TO KIMLEY-HORN FOR A PROJECT INITIATION DOCUMENT

RECOMMENDATION:

It is recommended that the City Council: 1) approve the scope of services prepared by Kimley-Horn; 2) authorize the City Manager to execute Amendment 1 to the grant agreement with the Monterey Bay Unified Air Pollution Control District; 3) authorize the City Manager to execute a contract with Kimley-Horn for the Project Initiation Document in the amount not to exceed \$128,000 in a form approved by the City Attorney; and 4) authorize City Manager to execute all necessary documents and contract amendments up to the grant amount \$131,521.

BACKGROUND:

The City participated in a program funded through the Transportation Agency of Monterey County (TAMC) to study the feasibility of roundabouts at a number of locations throughout the County. The results were presented last year and the City Council approved proceeding with the process of obtaining approval and funding to design and construct a roundabout at the Broadway Street and San Antonio Drive intersection.

On March 15, 2017, the Monterey Bay Unified Air Pollution Control District (MBUAPCD) approved a grant for the City of King to prepare a Roundabout Project Study Report – Project Development Support (PSR/PDS) for Broadway Street & US 101 Northbound Ramp Terminal in the amount of \$138,521. On July 19, 2017, the City released a Request for Qualifications (“RFQ”) for professional services to prepare a Roundabout Project Study Report – Project Development Support (PSR/PDS) for Broadway Street & US 101 Northbound Ramp Terminal.

**CITY COUNCIL
CONSIDERATION OF AWARD OF CONTRACT FOR CONSULTING
SERVICES TO KIMLEY-HORN FOR A PROJECT INITIATION DOCUMENT
JANUARY 23, 2018
PAGE 2 OF 2**

The RFQ closed in August 14, 2017. On October 19, 2017, the Selection Committee conducted an evaluation of the RFQs, at which time Kimley-Horn was selected. On November 29, 2017, Kimley Horn submitted a scope of work based on the scope approved with the Grant Agreement (Number 17-03) to prepare a Project Initiation Document (PID).

DISCUSSION:

The work plan of a PID is based on the work plan documented in the Grant application for a PSR-PDS. A PSR/PDS is part of the normal process required by Caltrans for projects associated with State highways, which involves a number of steps and can take many years to complete. However, not all elements of the PSR-PDS are required for a decision point based PID. Work elements identified in the PSR-PDS scope that are not included in this work plan are noted as excluded. On December 13, 2017, City staff and Kimley Horn met with (MBUAPCD) to discuss the scope changes and make sure the City remains in compliance with the grant agreement. The response was positive. MBUAPCD prepared an amendment to the agreement, which is attached.

The reason for the shift from PSR/PDS to a PID is to streamline the approval process with Caltrans, which will save both time and money. With the PID, the consultant and staff will meet with Caltrans to get consensus on the scope and layout of the project to then proceed with design and ultimately request an encroachment permit for the project. However, it will maintain more local control over the process.

COST ANALYSIS:

The awarded grant approved by the Monterey Bay Unified Air Pollution Control District (MBUAPCD) is a total of \$138,521. The actual contract cost of the PID came in at \$128,000, which is under the awarded grant amount. The remaining grant funds are expected to be utilized by City staff and for Caltrans fees or possible change orders due to Caltrans review.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in class 6 which exempts basic data collection, research and resource evaluation activities that do not result in major disturbances to the environment. The project will involve surveying of existing road infrastructure and preparing preliminary design for discussion with Caltrans within existing City and State right of way being used for the same purpose of a street intersection. Furthermore, staff has determined

**CITY COUNCIL
CONSIDERATION OF AWARD OF CONTRACT FOR CONSULTING
SERVICES TO KIMLEY-HORN FOR A PROJECT INITIATION DOCUMENT
JANUARY 23, 2018
PAGE 2 OF 2**

that none of the exemptions to Categorical Exemptions set forth in the CEQA Guidelines section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Reject the Statement of Qualification and re-advertise; or
3. Provide staff with other direction.

Exhibits:

1. Scope of Work – Kimley Horn
2. MBUAPCD Amendment 1 to Grant Agreement

Prepared by: _____


Octavio Hurtado, City Engineer

Approved by: _____


Steven Adams, City Manager



November 29, 2017

Mr. Octavio Hurtado, P.E.
City Engineer
City of King

Re: Roundabout at US 101 and Broadway

Mr. Hurtado:

The following scope of work is based on the scope approved with the Grant Agreement (Number 17-03) between The Monterey Bay Unified Air Pollution Control District (MBUAPCD) and King City (City).

The following scope changes are to benefit the City and the MBUAPCD by expediting project approval and delivery through the Caltrans Permit Engineering Evaluation Report (PEER) process instead of the Caltrans PA/ED process described in the Grant Agreement. If successful, the PEER process will reduce both schedule and design costs.

The following steps outline the proposed work plan:

- Survey and Data Collection
- Update / Augment TAMC ICE evaluation
- Project initiation with Caltrans
- Prepare Decision Point Project Initiation Document
- Determine project approval document

This scope of work covers the approximate limits as defined in Exhibit A.

Scope of Services

The following detailed work plan is provided for the preparation of a Decision Point Project Initiation Document (PID) that will engage project stakeholders, primarily Caltrans. The lead agency will be King City with Caltrans, TAMC, and the Monterey Bay Air Resources District being key stakeholders on the project. The purpose of the PID is to document the proposed improvements to a level sufficient for determining the most efficient course of project approval, design, and construction within the Caltrans project development and approval framework. The primary objective of this scope is to determine if project approval can be streamlined through the PEER process instead of the PA/ED process outlined in the Grant application. Key elements that will determine the course of action include funding, construction costs, environmental impacts, and project complexity.

The work plan is based on the work plan documented in the Grant application for a PSR-PDS. However, not all elements of the PSR-PDS are required for the decision point based PID. Work elements identified in the PSR-PDS scope that are not included in this work plan are noted as excluded.

Task 100 Project Management

This task includes the management of the project from initiation through completion of the PID. The services provided include project initiation, and planning, administration, coordination, attending meetings, and quality control, as described below.

100.0 - Project Management

- Provide management and coordination of subconsultants and consultant staff.
- Provide management review of deliverables, providing deliverables that adhere to the project scope and schedule, within the budgeted amounts
- Prepare monthly invoices and progress reports, in accordance with contract requirements

Deliverables:

- Monthly invoices and progress reports that include activities accomplished that period, activities to be accomplished next period, outstanding issues, and items that are delayed and why.
- Insurance certificates, updated as necessary to remain current.
- The Project Schedule will be monitored and updates will be provided if necessary.

100.20 - Project Development Team (PDT) Meetings

- Project Development Team (PDT) Meetings will be held to coordinate the work of this project with Caltrans and other jurisdictions. We have assumed a budget of two (2) PDT meetings will be held in either King City or San Luis Obispo. We assume the meetings will be held after Task 150.10 and Task 150.25.
- Meetings with the City will be held on as needed basis. We have assumed a budget of two (2) meetings will be held in King City.

Deliverables:

- Meeting Attendance List
- Meeting agendas
- Meeting minutes
- Submittal Log identifying status of submittals, reviews and response to comments
- Information/Data Request Log.

Task 150 Develop a Decision Point Project Initiation Document (PID)

The PID for the Broadway Street at San Antonio Drive and the US 101 Northbound Ramp Terminals will be developed under Task 150. This task includes the work involved in the research, evaluation, preparation, review, and approval of the existing and proposed project alternatives for documentation in the PID and supporting studies.

Decision Point Documentation

Task 150.05	Definition and assessment of the transportation problem and project site
Task 150.10	Development and screening of initial project alternatives
Task 150.15	Analysis of project alternatives
Task 150.20	Preliminary environmental analysis of project alternatives
Task 150.25	Preparation and approval of PID for screened alternatives

150.05 Define Transportation Problem & Assess Site

This subtask includes the work involved in the site investigation of existing conditions and review of existing project information to identify opportunities and constraints within the project limits. This activity includes the tasks relating to the review and assessment of existing data and includes the following tasks:

- Compile and review existing background information that may impact the alternatives.
- Assess the content, coverage, and quality of available data and make recommendations for the acquisition of supplemental information, if needed.
- Develop project constraints and information required to determine the extent of the existing problem and future needs.
- Identify baseline geometric standards.
- Develop baseline transportation planning, forecasting, and operations methodologies and assumptions.
- Develop project purpose and need through discussions with King City, Caltrans, and other stakeholders.

A key tool that will be utilized to assess and define the transportation problem is application of AASHTO's Highway Safety Manual (HSM) and Caltrans Traffic Operations Policy Directive 13-02 (TOPD 13-02) on the existing intersection. These tools will be used to update the analysis conducted in the TAMC Regional Roundabout Study at this project location.

150.05.05 - Review Existing Reports, Studies, and Mapping

- The content, coverage, and quality of data received for Tasks 150.05.10 through 150.05.50 will be assessed and summarized in a memorandum.
- The memorandum will include recommendations for the acquisition of supplemental information, if any.

Deliverables:

- A memorandum summarizing the assessment of collected data
- A log of collected reference materials

150.05.10 - Review Existing Geological Information

- Review and assess existing geotechnical information provided by Caltrans.
- Preliminary review of site specific geology hazards

150.05.15 - Review Existing Utility Information

- Existing utility information will come solely from available utility as-built information and a visual assessment from a project site visit.
- No potholing or formal surveying of utilities will be done.
- Collect and review available utility as-built information from the following sources: Utility companies and Caltrans. A list of utility companies with contacts will be provided by the City.
- Perform visual site review of existing project area utility features

150.05.20 - Review Environmental Constraints Information

- Assemble the background documentation for the PEAR/PDS document. The background data will outline the various characteristics or features of the project(s), including the project purpose, define the project alternatives, and summarize the basic findings for environmental issue areas.
- Review and assess existing environmental data provided by Caltrans

- An initial environmental review based on a site visit to establish if there are any potential major environmental constraints that would affect alternative selection
- Search of available databases such as hazmat and cultural databases
- If necessary, a document search will be done

150.05.25 - Review Existing Traffic Forecast/Modeling Data

- Review and assess existing traffic forecasting/modeling data provided by City, AMBAG, and Caltrans.

150.05.30 - Review Existing Surveys & Mapping

- Review and assess existing topographical surveys and mapping data provided by King City and Caltrans.

150.05.35 - Meet with PDT to Define Problem (Develop Project Purpose and Need)

- The team will work with King City and Caltrans staff in a collaborative way to develop a purpose and need statement for the PSR-PDS. The purpose and need statement will be one of the criteria that will be used to help screen the scoping level alternatives.
- Meet with PDT including Caltrans, King City and affected agencies such as TAMC and MBARD to develop project purpose and need statement in a collaborative manner.
- Develop a purpose and need.

Deliverables:

- Meeting minutes for meetings and Purpose and Need statement for PID

150.05.45 - Review As-Built Centerline and Existing Right-of-Way

- Review and assess existing centerline and right-of-way data provided by King City and Caltrans.

150.05.50 - Review District Geotechnical Information Scan

- This task will be combined with task 150.05.10.

150.05.60 - Supplemental Data Collection

- Topographic Survey: Preliminary topographic mapping services will be conducted to map the site constraints for conceptual design purposes within the estimated project area as illustrated in Exhibit A. We have budgeted a total of 3 days for survey comprised of 1 day for control and 2 days for topographic mapping. The survey control and mapping will be tied to the California State Plane Coordinates NAD 83 and vertically tied to NAVD 88.
NOTE: Boundary and Right of Way determination is EXCLUDED.
- Traffic Data Collection: Peak hour turning movement counts will be collected at the intersections of Broadway Street with East San Antonio Drive and the northbound US 101 ramp terminals.

150.05.70 - Identify Existing Deficiencies (or Highway Assessment)

- Work with project team members and partner agencies (i.e., King City and Caltrans) to obtain existing and historic traffic, geometric, speed and crash data for the project limits.
- Review and organize this information to use in the existing traffic operations and safety performance analyses.
- Use principles and methods from the Highway Capacity Manual (HCM) to evaluate the existing traffic operations performance of the corridor.

- Use AASHTO's Highway Safety Manual (HSM) and Caltrans' ICE spreadsheet to evaluate the safety performance of the intersections.

Deliverables:

- Highway Assessment Technical Memorandum summarizing existing traffic operations and safety performance for a single peak period

150.10 Develop Initial PID Alternatives (Update and Augment TAMC Regional ICE Evaluation)

This subtask includes the evaluation of planned improvements as well as the development and assessment of conceivable transportation improvement alternatives based on the results of the Highway Assessment Technical Memorandum developed under Task 150.05.70. This subtask will likely validate project alternatives identified in the TAMC Regional ICE.

The scoping process will involve the PDT team to participate in a brainstorming process to develop alternative concepts. The Highway Assessment Technical Memorandum developed under Task 150.05.70 will play a valuable role by identifying existing deficiencies at the project site that will focus the project team.

Since this project is building on the TAMC Regional ICE, it is assumed that the scoping level alternatives will consist of a roundabout control alternative, a signal control alternative, and a no project alternative that will be screened for development and inclusion in the PID. Therefore, this task will be limited to updating alternatives identified in the TAMC Regional ICE.

Specific activities include:

- Scoping: Identification of Conceivable Alternatives (completed in TAMC Regional ICE)
- Screening: Assessment of Conceivable Alternatives (verify operations)
- Develop Concept Alternatives (refinement of roundabout alternative)

150.10.05 - Outreach for Public/Local Agency Input

- An initial budget has been established to attend one meeting with King City, TAMC, MBARD, or AMBAG board members and/or staff.
- Prepare one PowerPoint presentation.

Deliverables

- Presentation and/or attend one meeting,
- Develop one PowerPoint presentation

150.10.15 - Screening

- Under this task, the TAMC Regional ICE will be updated based on collected traffic data, forecast models, and collected topographic survey.
- The screening process will include performing a cursory traffic operations and geometric review of potential deviations from advisory and mandatory highway design standards. Deviations and risk for approval will be noted.
- A performance evaluation of study area intersections control type and improvement concept/project for the intersection.
- Study intersections will be analyzed relative to the TOPD-13-02 performance metrics under both existing and future year conditions.

- Apply highway safety performance screening evaluations to quickly and efficiently focus the solutions to those that provide the best benefit within the regional context.
- At the conclusion of this task, a maximum of two build alternatives will be forwarded for alternative analysis. These build alternatives will primarily focus on the various control type options (roundabout, signalized intersection, stop control).
- Screen out scoping level alternatives based on traffic or geometric considerations

150.10.20 - Develop Concept Alternatives

- The primary purpose of this task will be to establish the design year footprint of the study intersection based on the TAMC Regional ICE project alternatives.
- Roundabout design will be in conformance with principles from NCHRP Report 672.
- The consultant team will prepare geometrically developed alternatives using a combination of scaled aerial mapping and survey data collected under Task 150.05.60 as the base.
- The alternatives will include concept level information such as centerlines, edges of roadways, pavement markings, and existing information such as right-of-way and utilities collected under Task 150.05.
- Key roundabout features evaluated during this phase include:
 - Number of approach, departure, and circulatory lanes
 - Channelization
 - Size and location of roundabout relative to right-of-way and geometric constraints
 - Alignment of approaches and departures
 - Design speed, design vehicle, and sight line considerations
 - Local access impacts and circulation
 - Travel paths for bicyclists and pedestrians
 - Continuity for pedestrian travel and access to transit facilities
 - Estimated limits of intersection based on roundabout geometric features and roundabout design influence areas.
- Alternatives will include typical sections for the proposed alternatives.

Deliverables

- Alternative layouts and typical sections

150.15 Alternatives Analysis

This subtask includes the transportation operational analyses, engineering and environmental analyses, and cost estimates of feasible alternatives to determine and adopt a set of reasonable transportation improvement alternatives for this corridor, based on agreed-to screening criteria.

150.15.05 - Right of Way Assessment

- Readily available GIS parcel lines, parcel maps and/or Caltrans right-of-way will be superimposed on the geometric plans and right of way impacts will be assessed.
- Depending on the impacts, right of way requirements may include partial and full parcel takes based on access and impacts on the functions of the adjacent properties.
- The estimated right of way area required for each alternative will be calculated by impacted parcel.
- *NOTE: Boundary and Right of Way determination is EXCLUDED.*

Deliverables

- Schematic drawing illustrating estimated right of way required for each alternative.

150.15.10 - Assess Utility Relocation Requirements

- Utility information obtained as part of task 150.05.15 will be incorporated into the base mapping
- A utility composite map will be prepared to assess utility impacts and their required relocations.

Deliverables

- Utility relocations costs and Utility composite map

150.15.25 - Preliminary Materials Report

- Prepare a preliminary materials report to summarize the geotechnical and environmental engineering information presented in the existing reports.
- Provide preliminary recommendations for further evaluation of the existing reports and/or mitigation measures that should be implemented during future phases of project development.

Deliverables:

- Preliminary Materials Report

150.15.35 - Multimodal Considerations

- Under this sub-task, other modes of transportation will be investigated.
- Impacts or enhancements made by the various proposed alternatives to those modes of transportation will be analyzed and documented.
- The transit/bicycle/pedestrian system will be an integral part of the alternative development.
- Review and document existing site multi-modal systems and how each alternative affects those modes
- Consultant will evaluate the pedestrian and bicycle aspects of the project and how they fit into the regional ped/bicycle system. This work will identify the desire lines for pedestrian and bicycle travel
- Consultant will evaluate the Transit aspects of the project and how they fit into the regional transit network.

150.15.40 - Hydraulic Assessment

- Available data will be collected from the County of Monterey, Federal Emergency Management Agency (FEMA) and King City including topographic mapping, drainage reports, drainage plans, as-built plans, and other applicable documents and data.
- Perform a hydraulic assessment of the key hydraulic features to be encountered on the project. The assessment will include review of historic drainage reports, location hydraulic report, and other data to evaluate the future scope of work.
- No calculation or hydrographs will be developed

150.15.50 - Traffic Operations Memorandum

This task includes the preparation of a traffic operations memorandum to provide a technical foundation for developing a preliminary purpose and need statement for the proposed project and to outline the scope and magnitude of the more detailed traffic analyses to be conducted as part of later project development efforts. Traffic operations will be evaluated for stop, signal, and roundabout intersection control. Stop and signal control will be conducted with the Synchro software package using 2000 or 2010 Highway Capacity Model (HCM) methodologies (depending

on County preference). Roundabout control evaluations will be performed using the Sidra software package based on the 2010 HCM capacity model with California calibration factors.

The following items are included in this task:

- Develop design year volumes by applying growth rates derived from AMBAG travel demand model between Year 2010 and 2035 to the Existing Condition Volumes
- Perform peak hour intersection Level of Service (LOS) and queuing analysis for existing, signal, and roundabout control for existing traffic and design year traffic conditions. Report the peak hour average control delay, LOS and 95th percentile queue length for each approach by movement. Queue estimates will be examined relative to existing storage lengths and left turn storage requirements established in the HDM.
- Identify existing operational deficiencies at the study intersection based on City and Caltrans LOS threshold criteria. Queue spillback conditions will also be identified.
- Perform signal warrant analysis using the California Manual on Uniform Traffic Control Devices (CA-MUTCD) peak hour warrant criteria (Warrant #3 only).
- Identify the lane configurations (number of turn and through lanes), geometrics (length of turn bays, taper/transition length, etc.), and lane storage length requirements. For signal control, identify signal timings to achieve improved traffic operations. For roundabout control, identify inscribed circle diameter, circulatory lane width, and central island diameter. Pedestrian and bicycle volumes (if known) will be considered.
- Develop compound growth rates between existing and design year volume scenarios for each movement.
- Conduct a phasing analysis to identify “incremental” lane configurations (number of turn and through lanes), geometrics (length of turn bays, taper / transition length, circulatory lanes, etc.), lane storage length requirements, and signal timings from the existing conditions. The purpose of the phasing analysis is to identify potential improvements with a service life that exceeds 10 years but may fall short of the design year traffic scenario.
- Develop a concept phasing plan to accommodate future traffic demand, when realized.

Deliverables:

- Traffic Operations Memorandum
- Analysis output

150.15.55 - Develop Concept Level Construction Estimates

- This task includes the preparation of opinions of probable construction costs based on the cost estimate format outlined in PDPM Appendix S, Chapter 4 PSR-PDS Cost Estimates.
- After selection of the final alternatives, order of magnitude cost estimates will be prepared.
- Resource loaded support costs provided by King City / Caltrans will be summarized for incorporation into the Support Cost Estimate.

Deliverables:

- PSR-PDS Cost Estimate Worksheet for each alternative

150.20 Perform Preliminary Environmental Analysis

The PEAR identifies the necessary level of technical assessment required to support the environmental documentation for the project and generally summarizes specific critical environmental issues that may affect project approval, programming, scheduling, design considerations, and project costs. On a broad level, the PEAR examines potential environmental issues associated with the project, including traffic,

historic resources, visual resources, water quality, air quality and noise, hazardous materials, temporary and long-term effects upon local streets and circulation, and construction-related effects.

A comprehensive PEAR will be completed examining potential environmental issues associated with the project and provided to City and District staff, as appropriate, for review and concurrence prior to the initiation of the technical study work program. Environmental issues that may require further detailed study or that may delay or affect the viability of the proposed project will be documented in the PEAR. The approved PEAR document essentially becomes the approved environmental work scope for the project.

150.20.10 - Prepare Preliminary Environmental Analysis Report (PEAR)

- This task includes the preparation of a PEAR consistent with PDPM Appendix S, Chapter 5, Article 6 Preliminary Environmental Analysis Report.
- Prepare a PEAR/PDS document that evaluates the proposed alternatives.
- Baseline information for the project area will be collected and summarized in each environmental issue area. From this comparison, the key environmental issue areas will be described, and strategies provided for the subsequent environmental review process.
- Utilize preliminary geometric plan alternatives prepared by the project engineer, as well as information from prior studies and recent EIRs for projects in the area, to identify environmental issues and constraints.
- The King City General Plan and relevant environmental documents will be the primary sources of information.
- Conduct site surveys to document the current conditions and observe any unique or extraordinary circumstances that might ultimately affect the project footprint and/or the environmental review process.
- Develop an inventory of environmental resources and a list of the potential issues or impacts that could significantly delay the projects or affect the viability of any project alternative for the project;
- Determine any technical studies (e.g., biology, noise, etc.) that will be needed to complete the environmental clearance for the project(s);
- Indicate conformance with State and federal plans, including air quality plans; discuss the emission thresholds established by the air district, including the implications for environmental review for the project(s);
- Determine the type of environmental clearance proposed, and a tentative schedule for its completion for the project(s);
- Determine the potential State and federal permits that may be required prior to project(s) construction.
- The PEAR/PDS document will address the environmental topics that are relevant to the project(s). The discussions and analysis in the PEAR/PDS document will be sufficient to indicate the potential for environmental impacts and significant constraints to future construction of the project(s).
- A project description will be provided in introductory comments of the PEAR/PDS document as well as a description of environmental issue areas.

Deliverables:

- One (1) electronic PDF of the draft PEAR to the City, and Caltrans if required, for review.
- Responses to one (1) consolidated set of comments submitted on the draft PEAR.
- One (1) electronic PDF of the final approved PEAR.

150.25 Prepare and Approve Decision Point Project Initiation Document

This subtask includes the work involved in reviewing the screened alternatives with respect to goods movement, community benefit, available funding, constructability, and environmental clearance requirements; making recommendations regarding prioritization and packaging of alternatives; identifying key issues of the transportation deficiency, major elements needing future investigation, and the Project Approval and Environmental Document (PA&ED) effort and resources needed to complete the studies and implement the project; and preparing a PID.

150.25.05 - Prepare, Circulate, and Approve Decision Point PID

- This task includes the preparation and approval of a Decision Point PID by the City.
- At the completion of the studies, a draft PID for the study will be completed for review and consideration by Caltrans.
- The respective PID documents will be based on standard templates described in PDPM Appendix S, Chapter 6, Article 1 Template for PSR-PDS Project Initiation Document.

Deliverables:

- Draft PID for circulation to stakeholders
- Final PID after incorporation of comments by stakeholders

150.25.10 - List of Exceptions to Advisory and Mandatory Design Standards

- The proposed improvements under the preferred alternatives may require approval of Caltrans Exceptions to Advisory and Mandatory Design Standards.
- Exceptions for each alternative will be identified and listed for consideration by the PDT and district Design coordinator.
- Agreeable deviations from design standards will be documented and summarized in the PID for consideration during future phases of the project.
- Detailed design fact sheets will not be prepared for the PID approval

Deliverables

- List of Exceptions to Advisory and Mandatory Design Standards

150.25.25 - Prepare Concept Level Drainage and Stormwater Treatment Requirements

- Evaluate existing and proposed storm drainage patterns and develop concept level detention/retention areas for treating and retaining stormwater per King City Standards. The site is in a FEMA X zone and thus outside of the regulated floodplain.
- The project proposes to create/replace more than 22,500 square feet of new impervious surface, qualifying as a Tier 3 project in the King City Stormwater Technical Guide for Low Impact Development. Tier 3 projects are required to treat runoff with an approved/appropriate LID treatment system, prevent offsite discharge from events up to the 95th percentile rainfall event, and retain stormwater so that the post-project peak flows do not exceed the pre-project peak flows for the 2- through 10-year rainfall events.
- Provide conceptual level LID system types, estimates of detention/retention areas/volumes, and estimate of probable cost. Design is not included as part of this task.
- Technical Memorandum summarizing methods and results.

Deliverables:

- Draft Technical Memorandum

- Final Technical Memorandum

150.40 Permit Identification

Obtaining permits through regulatory agencies for construction of roadway improvements can have a significant impact on project schedule and cost. Early identification of permits that are likely to be required for preferred alternatives will assist the team in developing a prioritized list of transportation improvements and preparation of needed resources and schedule. Through the development of the PEAR, prepare a list of probable permits that will be required for construction of the project alternatives.

150.40.00 - Permit Identification

- This task includes the identification and listing of probable permits required for construction.

Deliverables:

- List of probable permits.

Exclusions

The following Tasks were identified in the Grant Work Plan but are EXCLUDED from this Scope of Services.

100.05	<i>Quality Management Plan</i>
100.10	<i>Risk Management Plan (Risk Register)</i>
150.05.80	<i>Prepare and Maintain Design Scoping Index</i>
150.05.85	<i>Prepare Transportation Planning Scoping Information Sheet</i>
150.10.10	<i>Scoping</i>
150.15.15	<i>Railroad Involvement and Assessment</i>
150.15.30	<i>Division of Engineering Services (DES) PSR-PDS Scoping Sheet</i>

Schedule

We will complete the above Scope of Services as expeditiously as practicable to meet the mutually agreed upon schedule determined as project kick-off. However, we do estimate work will be completed by September 2018, assuming a January 2018 NTP.

Fee and Billing

Kimley-Horn will perform the services in Tasks 100 and 150 on a lump sum basis. KHA will not exceed \$128,000.00, including all labor and expenses, without authorization from the CITY. KHA estimates the fee per task as follows:

Task 100	Project Management	\$22,500
Task 150.05	Define Transportation Problem & Assess Site	\$22,000
Task 150.10	Develop Initial PID Alternatives	\$26,750
Task 150.15	Alternatives Analysis	\$35,750
Task 150.20	Perform Preliminary Environmental Analysis	\$8,000
Task 150.25	Prepare and Approve Decision Point Project Initiation Document	\$14,000
Task 150.40	Permit Identification	\$800
	Maximum Fee	\$128,000

Kimley»Horn

Kimley-Horn will not exceed the Estimated Total Fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor and Expenses will be billed in accordance with the attached rate sheet and the Master Services Agreement.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Invoices will be submitted by the Consultant to the City periodically for services performed and expenses incurred. The City is also responsible for payment of any taxes, including sales tax. Payment of each invoice will be due within thirty (30) days of receipt. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the City fails to make any payment due the Consultant for services and expenses under this or any other agreement within thirty (30) days after the Consultant's transmittal of its invoice therefore, the Consultant may, after giving notice to the City, suspend services under this Agreement or the IPO in question until it has been paid in full all amounts due.

If the City objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

Thank you again for the opportunity to provide these services. Please contact me at (916) 571-1016 if you have any questions or require additional information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Sean T. Houck, PE
PE No. C59500

Attachment: Exhibit A

Exhibit "A"



**STANDARD AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ___ day of _____, 2018, by and between _____ City of King ("the Client"), a California municipal corporation, and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant").

NAME OF PROJECT: PREPARE PID DOCUMENT FOR THE BROADWAY STREET AND SAN ANTONIO DRIVE ROUNDABOUT AT US 101 ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services The Consultant's undertaking to perform professional services extends only to the services specifically described in Exhibit A, which is attached and made a part of this Agreement ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, including performance requirements, budgetary limitations, and copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in Exhibit A), data prepared by or services of others, including without limitation borings, probing's and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of all of the

foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations; all of which Consultant may use and rely upon in performing services under this Agreement.

(e) Provide Consulting surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Cause to be provided such accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project.

(j) If the Client designates a person to represent it at the site other than Consultant or its agent or employee, set forth the duties, responsibilities and limitations of authority of the representative and the effect on the responsibilities of the Consultant in an exhibit to this Agreement before services begin.

(k) Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.

(l) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(m) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(n) Bear all costs incidental to the responsibilities of the Client.

(3) Period of Services This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work timely after receipt of a fully executed copy of this Agreement and any required retainer amount. The times for performance shall be extended as reasonably necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six (6) months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement may be renegotiated.

(4) Compensation for Services

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus reasonable actual costs.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant, which are authorized by the Client, exceeding any estimates shall be the liability of the Client.

(5) Method of Payment

(a) Invoices will be submitted periodically for services performed and reasonable expenses incurred. Payment will be due within thirty (30) days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Client shall pay Consultant a time-price differential of one and one half percent (1.5%) per month of the outstanding amount of each invoice that is overdue for more than thirty (30) days. If the Client fails to make any payment due the Consultant under this or any other agreement within thirty (30) days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including recording liens, to secure its right to payment.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within sixty (60) days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Warranty & Representation of Non-Collusion No official, officer, or employee of the Client has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Client participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly

interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

(7) Corporate Authority The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

(8). Records, Reports, and Release of Information

(a) Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the Client and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Client to evaluate the performance of such services and shall keep such records for a period of three (3) years following completion of the services hereunder. The Client shall have full and free access to such books and records at all times during normal business hours of the Client, including the right to inspect, copy, audit and make records and transcripts from such records.

(b) Reports. Consultant shall periodically prepare and submit to the Client such reports concerning the performance of the services required by this Agreement or as the Client shall require.

(c) Confidentiality and Release of Information.

(i) . All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work

product to persons or entities other than the Client without prior written authorization from the Client.

(ii) Consultant shall not, without prior written authorization from the Client or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order or other legal instrument shall not be considered "voluntary". Consultant will endeavor to give the Client notice of such court order or subpoena.

(iii) If Consultant provides any information or work product in violation of this section of this Agreement, then the Client shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, to the extent caused by Consultant's negligent acts or willful misconduct.

(iv) Consultant shall promptly notify the Client should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Client retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Client and to provide the Client with the opportunity to review any response to discovery requests provided by Consultant.

(d) **Ownership of Documents.** All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Client upon payment for same and shall be delivered to the Client upon request of the Client or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Client of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Client.

(9) Covenant Against Discrimination Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the

performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

(10) Non-liability of Officers and Employees No officer or employee of one Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by the first Party or for any amount, which may become due to the second Party or to its successor, or for breach of any obligation of the terms of this Agreement.

(11) Attorneys' Fees If either party to this Agreement initiates an action against the other party or defends against the other party or is made a party to any action or proceeding by the other party in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment, subject to the overriding terms of Section 16 herein.

(12) Opinions of Cost Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(13) Termination The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is determined on an hourly basis, the amount payable to the Consultant shall be based on the time spent and expenses incurred on the Project to the effective date of termination. If the Consultant's compensation is a lump sum, the amount payable to the Consultant will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(14) Insurance The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Client, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall name the Client as an additional insured and be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually upon request of the Client submit written evidence of this continuous coverage.

(e) Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(15) Standard of Care The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(16) LIMITATION OF LIABILITY To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Client, its officers, employees and agents ("Indemnified Parties")

against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity to the extent arising out of the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Client's negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement. The Consultant's obligation to defend as stated herein is an obligation to reimburse the Client for reasonable defense costs and is limited solely to third-party allegations that the Consultant was negligent, and Consultant shall only be responsible for defense reimbursement costs proportionate to the finally determined percentage of liability based upon the comparative fault of the Consultant, as determined by a court of competent jurisdiction.

(17) Mutual Waiver of Consequential Damages In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(18) Certifications The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(19) Dispute Resolution Prior to commencing any legal action the Parties shall engage in a good faith effort to mediate any dispute arising out of this Agreement. The Parties shall meet and confer in good faith to select a mediator. The mediation shall be conducted within the County of Monterey at a location agreed to by the Parties. The Parties shall split the cost of mediation equally, including the cost of hiring the mediator and securing the mediation location. Any agreement reached during the mediation and signed by the Parties shall be incorporated within this Agreement and be binding upon the Parties.

Should the Parties be unable to agree upon a mediator or reach an agreement during the mediation to resolve the dispute, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

(20) Construction Phase Services

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(21) Hazardous Substances

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(22) Assignment and Subcontracting

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the

benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.

(23) Confidentiality.

The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(24) Miscellaneous Provisions.

(a) **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Client, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

(b) **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

(c) **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

(d) **Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver

by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

(e) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

(g) California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

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

CITY:

CITY OF KING, a municipal corporation

Mike Lebarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	<input type="checkbox"/> DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> TITLE(S) <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

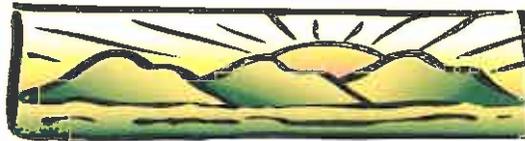
OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) TITLE(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____ SIGNER(S) OTHER THAN NAMED ABOVE



KING CITY
C A L I F O R N I A

Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF FUNDING AGREEMENT WITH SUN STREET CENTERS FOR RECOVERY CENTER PROJECT

RECOMMENDATION:

It is recommended the City Council approve a Memorandum of Understanding with Sun Street Centers for \$200,000 in funding assistance for development of the Sun Street Centers Recovery Center, which will provide a prevention, treatment and rehabilitation one-stop center at 637 Broadway Street and 119 S. Mildred Avenue.

BACKGROUND:

At the August 8, 2017 meeting, the City Council adopted a Resolution appropriating and committing \$200,000 and waiving permit fees for the development of a one-stop center for re-entry services in King City by Sun Street Centers contingent upon County and grant funding participation. The purpose of the funding was to assist in obtaining a grant from the Central California Alliance for Health (CAAH) to purchase the facility and to assist in funding site and building improvements. Services are being funded by a Proposition 47 grant awarded to Monterey County Behavioral Health Services Department. Since that time, the grant has been approved and Sun Street Centers has purchased the properties at 637 Broadway Street and 119 S. Mildred Avenue. The Planning Commission approved their Conditional Use Permit at their January 16th meeting.

DISCUSSION:

A funding agreement is now needed to formalize the commitment made by the City towards the project, which is attached for Council consideration. The project will fulfill the primary re-entry strategy identified in the City's Comprehensive Plan to End Youth Violence. Staff believes the project will help many people in King

**CITY COUNCIL
CONSIDERATION OF FUNDING AGREEMENT WITH SUN STREET
CENTERS FOR RECOVERY CENTER PROJECT
JANUARY 23, 2018
PAGE 2 OF 2**

City and be a key component of ending the cycle of violence that currently exists. It will also improve a significantly blighted property on Broadway Street. Therefore, there will be a substantial public benefit from the funding assistance provided. While it is a large expenditure, it is a cost effective use of funds because it represents a fraction of the amount originally projected for this project if the City were to pursue it on our own in the future.

COST ANALYSIS:

The cost of the Agreement is \$200,000, which will come from General Fund revenues. The funds were previously appropriated so existing funds are available in the FY 2017-18 budget.

ENVIRONMENTAL REVIEW:

The funding agreement is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. Environmental review for the project was completed as part of the Conditional Use Permit approval. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve the MOU;
2. Modify and then approve the MOU;
3. Do not approve the MOU; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF KING AND SUN STREET CENTERS**

This Memorandum of Understanding (“MOU”) is made and entered into as of this ____ day of January, 2018 by and between the City of King (“City”) and Sun Street Centers, each being referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, City has adopted a Comprehensive Plan to End Youth Violence and an important component of the Plan is to establish a one-stop center for social support services for probationers, including drug and alcohol rehabilitation, job placement, counseling, housing assistance, and youth prevention and diversion programs; and

B. WHEREAS, Sun Street Centers is a leader in providing substance abuse and related services in Monterey County; and

C. WHEREAS, Sun Street Centers has purchased parcels APN 026-092-013-000 and APN 026-092-014-000 for the purpose of developing the one-stop center as envisioned in the Comprehensive Plan to End Youth Violence hereinafter referred to as the “Project”; and

D. WHEREAS, Sun Street Centers has received a grant from the Central California Alliance for Health (CCAH) to purchase and upgrade the facility and funding from a Proposition 47 grant received by the Monterey County Department of Behavioral Health Services to upgrade and operate the facility; and

E. WHEREAS, City has committed matching funds to assist in obtaining the CCAH grant to be used toward upgrade of the facility; and

F. WHEREAS, a Conditional Use Permit was approved by the Planning Commission for the Project at their meeting held on January 16, 2018;

F. WHEREAS, the Project will provide a significant benefit to the community by providing critical services to individuals in need that currently do not have access to such services, by preventing violent acts through the rehabilitation and support of at-risk individuals, and by removing urban blight by renovating substandard structures and property; and

NOW, THEREFORE, the parties mutually agree to the following terms and conditions:

1. SCOPE OF MOU.

1.1. Funding. City shall provide Sun Street Centers a total sum of two hundred thousand dollars (\$200,000) to support the Project.

1.2 Use of Funding. Funding from City shall be used by Sun Street Centers exclusively for exterior improvements to the structures and site.

1.3 Permits and Regulations. Sun Street Centers shall obtain the required City Conditional Use Permits and Building Permits. City shall waive permit fees as part of the funding assistance provided. All work performed on the site shall be consistent with City permits. Sun Street Centers shall also obtain all other permits and approvals of other Federal, State and County regulatory agencies and comply with all applicable laws and regulations.

1.4 Payments. Payments shall be issued upon submittal of monthly requests by Sun Street Centers to City with invoices for exterior work completed.

1.5 Repayment of Funds. If for any reason, Sun Street Centers fails to provide rehabilitation services to the community from Project and/or sells property within the term of the Agreement, Sun Street Centers shall repay to City the full amount of funding provided under this Agreement.

2. TERM. This MOU shall be and remain in effect for a period of three (3) years from the date of execution.

3. INDEMNIFICATION. To the full extent permitted by law, Sun Street Centers agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, maintenance, operations or activities associated with the Project and provided herein by Sun Street Centers, its officers, employees, agents, contractors, invitees, or any individual or entity for which Sun Street Centers is legally liable (“indemnitors”), or arising from Sun Street Center’s or indemnitors’ reckless or willful misconduct, or arising from Sun Street Center’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions.

If Sun Street Centers should subcontract all or any portion of the work to be performed under this Agreement or related to the Project, Sun Street Centers shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section. Notwithstanding the preceding sentence, any subcontractor who is a “design professional” as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all claims and loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement or the Project.

5. COVENANTS AGAINST DISCRIMINATION. Sun Street Centers covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance work on Project under this Agreement. Sun Street Centers shall take affirmative action to ensure that applicants are employed and that employees are treated

during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

7. **SEVERABILITY**. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8. **ATTORNEY FEES**. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

9. **ASSIGNMENT**. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

10. **AMENDMENTS**. No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

11. **BINDING EFFECT**. The rights and obligations of this MOU shall insure to the benefit of, and be binding upon, the Parties to the MOU and their administrators, representatives, successors and assigns.

8. **AUTHORITY**. Each Party hereby warrants that the person executing this MOU has the authority to sign, and by signing, to bind that Party to the terms and conditions of this MOU.

9. **GOVERNING LAW**. The laws of the State of California will govern the validity of the MOU, its interpretation and performance. This MOU is made and entered into in Monterey County, California, and any action relating to this MOU shall be instituted and prosecuted in the courts of Monterey County, California.

10. **NOTICES**. Any notice or other communication required or permitted to be given under this MOU shall be in writing and mailed to:

If to CITY, addressed to:

City of King, California
212 South Vanderhurst Ave.
King City, CA. 93930
831-385-5925
Attn. Steven Adams
sadams@kingcity.com

If to SUN STREET CENTERS, addressed to:

Sun Street Centers
11 Peach Dr,
Salinas, CA 93901
(831) 753-5144
Attn. Anna Foglia
sadams@kingcity.com

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

We, the undersigned, as authorized representatives of the **CITY OF KING** and the **SUN STREET CENTERS** do hereby approve this document.

CITY

SUN STREET CENTERS

Steven Adams, City Manager
City of King



Anna Foglia, Chief Executive Officer
Sun Street Centers

Dated:

Dated: 1-16-18



Item No. 9 (K)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF PROFESSIONAL SERVICE AGREEMENTS FOR PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY AND INDUSTRIAL PRETREATMENT ASSISTANCE

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a professional services agreement with Carollo Engineers for preparation of a recycled water feasibility study up to a not to exceed cost amount of \$150,000; 2) approve and authorize the City Manager to execute a professional services agreement with Carollo Engineers to provide industrial pretreatment assistance, including preparation of an industrial pretreatment ordinance, up to a not to exceed cost amount of \$78,000; 3) authorize the City Manager to make non-substantive changes to the agreements as approved to form by the City Attorney; and 4) appropriate \$228,000 from the Sewer Operations Fund for the agreements.

BACKGROUND:

At the September 12, 2017 meeting, the City Council approved a Wastewater Collection System Master Plan and a Wastewater Treatment Facilities Plan prepared under contract for the City by Carollo Engineers. The City Council also adopted a Resolution approving a Water Recycling Study Grant Application and authorized the City Manager to execute a Memorandum of Understanding (MOU) with California Water Service (Cal Water) to participate in funding the joint Recycled Water Feasibility Study.

The Wastewater Treatment Facilities Plan includes recommendations for upgrade of the City's wastewater treatment plant, which is necessary to meet future capacity demand and to comply with current State standards and

**CITY COUNCIL
CONSIDERATION OF PROFESSIONAL SERVICE AGREEMENTS FOR
PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY AND
INDUSTRIAL PRETREATMENT ASSISTANCE
JANUARY 23, 2018
PAGE 2 OF 4**

regulations. The plan also includes a strategy to partner with Cal Water to help fund the upgrade. Under this strategy, the City will fund upgrade of the treatment plant to disinfected secondary treatment, which is the minimum level necessary to meet the requirements of the Regional Water Quality Control Board. Cal Water will then be provided the option of paying the costs involved to further upgrade the plant to tertiary treatment, which would produce recycled water. In exchange, Cal Water would receive the rights to own and sell the water.

The next step is to prepare a Recycled Water Study. The grant application and the MOU with Cal Water to jointly fund the study have both been approved.

In addition, the Wastewater Treatment Plant Facilities Plan identified potential concerns regarding discharge. Concentrations of Total Kjeldahl Nitrogen (TKN) and ammonia are higher than typical domestic wastewater. The source of the ammonia and TKN is not known. High TKN and ammonia levels are a concern since excess nitrogen will increase the capital cost of the City's new wastewater treatment plant and future annual energy costs.

DISCUSSION:

It is recommended the City contract with Carollo Engineers to prepare the Recycled Water Study. They have much of the information needed through preparation of the Wastewater Treatment Plant Facilities Plan and are a leader in designing wastewater related infrastructure. A professional services agreement has been prepared for City Council consideration, which is attached.

Issues identified with the wastewater treatment plant influent are important in order to maintain tertiary treatment as a feasible and cost effective alternative. There are particularly concerns regarding the new cannabis industry since the nature of their wastewater and its potential impact on the wastewater treatment plant are not fully known. Conditional Use Permits issued for cannabis cultivation and manufacturing have included conditions requiring their operations to meet City discharge requirements. However, these requirements need to be better defined and established.

A proposal has been submitted by Carollo Engineers to assist the City in addressing these issues and a professional services agreement has been prepared for City Council consideration. The scope of work includes preparing an ammonia/TKN sampling plan and project report; assessment of wastewater discharges from medical cannabis cultivation facilities; and then preparation of a pretreatment ordinance for City Council consideration. The ordinance will

**CITY COUNCIL
CONSIDERATION OF PROFESSIONAL SERVICE AGREEMENTS FOR
PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY AND
INDUSTRIAL PRETREATMENT ASSISTANCE
JANUARY 23, 2018
PAGE 3 OF 4**

establish specific restrictions on wastewater discharge from the properties in the industrial area.

COST ANALYSIS:

The projected cost of the Recycled Water Study is \$100,000 to \$150,000. The grant received will fund 50% of the costs up to a maximum of \$75,000. Any remaining funds from the grant will be used toward the costs of a wastewater rate study, which was also recommended at the September 12, 2017 meeting. In addition, Cal Water has agreed to pay 25% of the costs of the study. Therefore, the cost to the City will be \$25,000 to \$37,500. However, the full amount is requested to be appropriated in order to pay for the study since the City will be the lead agency. The City will then be reimbursed for 75% of the costs through the grant and Cal Water.

The cost of the industrial pretreatment assistance will be approximately \$78,000. An appropriation from the Sewer Operations Fund is recommended for these services.

Therefore, the total appropriation recommended is \$228,000. However, after reimbursements, the net cost to the City's Sewer Operations Fund will be a maximum of \$115,500.

ENVIRONMENTAL REVIEW:

Funds are budgeted in FY 2018-19 to prepare the environmental review for the Wastewater Treatment Plant project to proceed. The services recommended under this item are not a "project" for the purposes of the California Environmental Quality Act (CEQA) as they will not have the potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendations;
2. Approve the Wastewater Recycled Water Study agreement, but not the agreement for the industrial pretreatment assistance at this time;
3. Direct staff to solicit proposals for the services;
4. Do not approve staff's recommendations; or
5. Provide staff other direction.

**CITY COUNCIL
CONSIDERATION OF PROFESSIONAL SERVICE AGREEMENTS FOR
PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY AND
INDUSTRIAL PRETREATMENT ASSISTANCE
JANUARY 23, 2018
PAGE 4 OF 4**

Exhibits:

1. Professional Services Agreement with Carollo Engineers for Recycled Water Study
2. Professional Services Agreement with Carollo Engineers for Industrial Pretreatment Assistance

Prepared and Approved by:



Steven Adams, City Manager

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF KING, a California municipal corporation ("City") and Carollo Engineers (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred and Fifty Thousand Dollars (\$150,000) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for

any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Eric Casares is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the

City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

The following summarizes the scope of services for the City of King City (City) Recycled Water Feasibility Study. The efforts defined in this scope are based on the State Water Resources Control Board (SWRCB) Water Recycling Planning Grant requirements and Carollo Engineer's past experience developing reports for the SWRCB and various clients. The recently developed Wastewater Treatment Facilities Plan and Collection System Master Plan will be used as a basis for this scope.

Task 1. Review Background Information

Existing information will be reviewed, as needed, to inform the team of current conditions and previous recycled water efforts. Information to be reviewed includes, but is not limited to:

- Geographic Information System (GIS), maps, drawings and other available information
- Cal Water Project Memo on Preliminary Recycled Water Feasibility Analysis – King City (Carollo, July 2017)
- Wastewater Treatment Facilities Plan (Carollo, September 2017)
- Collection System Master Plan (Carollo, September 2017)
- Sewer and water service areas
- Cal Water - Water Quality Data sheets
- Pretreatment Study

Information collected and reviewed in this task will be used to meet the SWRCB grant funding requirements needed to define the study areas(s), existing water supplies, quantities, qualities, providers, etc. This will serve as the basis of Chapter 1.

Task 2. Recycled Water Supply/Demand Analysis

A market analysis will be conducted to identify the recycled water customers and demands. The existing source (King City WWTP), treatment (headworks), and disposal (ponds) will also be defined. The customers, WWTP, and service area will be mapped. The water and wastewater agencies having jurisdiction will be identified.

The Carollo reports noted above will be used for the basis of this task, namely the Cal Water PM and the WW Facilities Plan. Uses considered are urban irrigation, agricultural irrigation, and commercial uses.

This will serve as the basis of Chapter 2 and Chapter 3 of the Feasibility Study.

Task 3. Recycled Water Regulatory Requirements

Regulations for recycled water use will be defined for the various uses planned for the area. Water quality and other regulatory requirements specific to customer types will be identified.

A comparison of water quality from the WWTP vs common irrigation parameters (boron, calcium, sodium, etc) will be summarized. Facilities will also be defined for the WWTP to meet Ca Title 22 unrestricted use requirements.

This will serve as the basis for Chapter 4 of the Feasibility Study.

Task 4. Stakeholder Involvement

To meet the SWRCB grant requirements, some stakeholder involvement is necessary to show their willingness to use the recycled water. This willingness must be in written form and included in the final report. Carollo will develop a sample letter for the potential customer's signature.

Either of two methods can be used to gain the involvement and support: 1) Potential customers can be contacted and informed about the planned recycled water program and their support gained, or 2) Organize and present the recycled water plan to potential customers at one on-site group meeting. One (1) stakeholder meeting is anticipated. Again, written confirmation about the customer's willingness must be included in the report – email letters from potential customers would meet this need.

This will serve as the basis for Chapter 5 of the Feasibility Study

Task 5. Alternatives Analysis

Using the information developed above, various treatment and distribution system alternatives will be developed that include identification of the following: customers, demands, and reuse facilities needed such as treatment, storage, pumping, and distribution. Preliminary facility siting and sizing will be identified for each alternative. The alternatives will also consider implementation phasing, near-term and long-term. Advantages and disadvantages for each alternative will be identified. For storage needs, a minimum reservoir size will be determined.

A 'No Project' alternative will also be developed to meet the grant funding requirements. This will define the water supply and other factors if the recycled water project is not implemented.

A cost-benefit comparison matrix will be developed and used to help define each of the alternatives considerations, as is required by the grant requirements as well. Planning-level total capital costs (i.e. treatment and distribution facilities) will be developed for the alternatives comparison and the recommended project. Using total capital costs and demands, dollars-per-acre-foot (\$/Ac-Ft) costs will be developed. Carollo will develop planning level estimates for operations and maintenance (O&M) and utilize these costs along with capital costs to develop replacement and life-cycle costs using industry standards.

This will serve as the basis for Chapter 6 of the Feasibility Study.

Task 6. Recommended Project

The recommended project will be summarized using tables and figures to define the customers, demands, pipelines, pump stations, and system pressures. The recommended project will also

consider project phasing and regulatory considerations. Design criteria will be developed for treatment, pressure, pipeline, pump stations and storage facilities to use with the hydraulic analysis.

In order to meet the funding/financing requirements of the SWRCB planning grant, the City will contract with a rates subconsultant. The rates subconsultant's work will be combined into the RWFS by Carollo. Carollo will develop the project costs and phasing and the City's rates subconsultant will use that to develop the recommended funding/financing.

The City's rates subconsultant will:

- Use the State's economic model to define project costs and benefits.
- Develop a construction financing plan and revenue program for the recommended project and provide it to Carollo. This task will comprise of identifying sources and timing of funds for design and construction.
- Develop a pricing policy for recycled water and provide an annual projection of water prices for each user category and provide it to Carollo for use in the RWFS.
- Develop annual revenue requirements for the recycled water project and allocate these costs to water supply, water pollution control and recycled water users as appropriate. These allocations would be utilized to develop unit prices of recycled water for each user category.
- Develop a recommended phased plan for implementation of a recycled water system that describes the capital improvement projects for new facilities required to meet the demand.

This will serve as the basis for Chapters 7 and 8 of the Feasibility Study.

Task 7. Feasibility Study Report

A report will be prepared to meet the funding requirements of the SWRCB. An outline of the report is shown on the next page along with a brief summary of the SWRCB study requirements.

A draft study will be submitted to the SWRCB, City, and Cal Water for comment and approval. One (1) electronic copy of the draft study will be submitted to SWRCB, the City, and Cal Water.

A final study will be prepared after addressing and incorporating the SWRCB/City/Cal Water comments. Five (5) hard copies and one (1) electronic copy of the final study will be submitted to the City. This includes 1 hard copy to the SWRCB and 1 to Cal Water.

Task 8. Project Management

Carollo will manage the efforts of the project team to ensure adequate coordination and communication during the project. Carollo will provide monthly progress reports and invoices to the City during the project. Carollo will prepare for and present materials at up to three (3) progress meetings. Carollo will also meet and coordinate with the City's rates subconsultant to be sure the information developed meets the State requirements for the RWFS.

Meet with the SWRCB and present the draft report findings. This is a grant requirement.

Prepare and present report findings at one (1) Council Meeting.

Report Chapter	SWRCB Requirements
1. Background	Maps, diagrams, study area characteristics, population
2. Water Supply and Facilities	Describe water supplies and suppliers and costs, capacities, facilities, use trends, quality and additional sources.
3. Wastewater and Recycled Water Characteristics and Facilities	Description of WW and RW facilities and capacities, quality, flow variations, facility needs, rights, agreements and pricing.
4. Treatment and Regulatory Requirements	Required water quality for potential uses, treatment requirements and on-site requirements, water-quality related requirements to protect surface or groundwater quality.
5. Recycled Water Market and Opportunities	Description of market assessment, users and category of users, uses, needs in terms of timing and quantity. Definition of logical service area.
6. Alternatives	List of assumptions. Description of alternatives including treatment, pipe routes, alternative markets, storage locations, non-recycled water alternatives, conservation analysis, no project alternative. Costs, users, energy impacts.
7. Recommended Project	Description of proposed project and basis of selection, including design criteria and pipe route. Cost estimate. Users, demands and commitments obtained. Implementation and operations plan.
8. Financing	Source and timing of funds, pricing policy, annual projection of costs including a sensitivity analysis. (To be developed by City's rates subconsultant and incorporated into the RWFS by Carollo)

DELIVERABLES:

- Draft Feasibility Study – 1 electronic copy
- Final Feasibility Study – 5 hard copies and 1 electronic copy
- Board Presentation – 1 electronic copy

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall perform the following Services at the following costs:

City of King Recycled Water Feasibility Study (January 2018)											
Task Description	Hours by Classification							Fee			
	Principal Charge	Project Manager	Project Engineer	Engineer / Specialist	Technician	Support Staff	Total	Hourly Fee	Sub- & Grant Fee	Total Fee	
	\$2,000	\$175	\$175	\$225	\$175	\$111					
Task 1 - Review Background Information											
Task 1	Review Background Information	0	0	0	10	0	0	10	\$2,000	\$140	\$2,140
Task 1 - Sub Total		0	0	0	10	0	0	10	\$2,000	\$140	\$2,140
Task 2 - Recycled Water Supply/Demand Analysis											
Task 2	Recycled Water Supply/Demand Analysis	0	0	10	40	0	0	50	\$15,010	\$700	\$15,710
Task 2 - Sub Total		0	0	10	40	0	0	50	\$15,010	\$700	\$15,710
Task 3 - Recycled Water Regulatory Requirements											
Task 3	Recycled Water Regulatory Requirements	0	0	0	12	0	0	12	\$2,100	\$140	\$2,240
Task 3 - Sub Total		0	0	0	12	0	0	12	\$2,100	\$140	\$2,240
Task 4 - Stakeholder Involvement											
Task 4	Stakeholder Involvement	0	0	0	0	4	0	4	\$9,100	\$200	\$9,300
Task 4 - Sub Total		0	0	0	0	4	0	4	\$9,100	\$200	\$9,300
Task 5 - Alternatives Analysis											
Task 5	Alternatives Analysis	4	12	20	120	0	0	156	\$16,200	\$1,200	\$17,400
Task 5 - Sub Total		4	12	20	120	0	0	156	\$16,200	\$1,200	\$17,400
Task 6 - Recommended Project											
Task 6	Recommended Project	0	0	10	40	0	0	50	\$12,450	\$400	\$12,850
Task 6 - Sub Total		0	0	10	40	0	0	50	\$12,450	\$400	\$12,850
Task 7 - Feasibility Study Report											
Task 7	Feasibility Study Report	4	0	0	80	10	10	104	\$20,500	\$1,200	\$21,700
Task 7 - Sub Total		4	0	0	80	10	10	104	\$20,500	\$1,200	\$21,700
Task 8 - Project Management											
Task 8	Project Management	14	32	0	0	0	0	46	\$14,700	\$1,400	\$16,100
Task 8 - Sub Total		14	32	0	0	0	0	46	\$14,700	\$1,400	\$16,100
TOTAL 2018 Fee Schedule Work											
Totals		38	72	60	292	30	16	510	\$111,200	\$7,187	\$118,387

Notes:
 1. Hourly rate based on 2018 Fee Schedule
 2. Other costs include Project Equipment Coordination Expense (PECE) of \$11.7 per DL hour

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- Feb 2018 – NTP – Estimated start
- April 2018 – stakeholder outreach planned to be conducted
- May 2018 – Draft study (w/o complete rates info (chapter 8))
- June 2018 – State mid-course meeting
- July 2018 – Presentation to Council
- August 2018 – Final Study submitted for review by SWRCB/City/Cal Water

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF KING, a California municipal corporation ("City") and Carollo Engineers (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Seventy-Eight Thousand Dollars (\$78,000) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for

any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Eric Casares is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the

City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

This Scope of Work includes general support services for the City of King's (City's) Wastewater Facilities Project (Project) and an update to the City's pretreatment ordinance. The scope of work is divided into tasks describing the corresponding work, meetings, workshops, and deliverables.

Task 1 - Project Management

The objective of this task is to provide project management activities required to coordinate engineering disciplines and related services required for activities outlined in this scope of work.

Task 1.1 – Project Coordination, Integration of Work Efforts, Progress Reporting, and Cost and Schedule Control: Carollo will communicate, interact, and coordinate with the City, as needed, to assure the efficient and effective completion of activities related to the development of the revised pretreatment ordinance.

Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. Carollo will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

Assumptions:

- It is anticipated that the project activities will last approximately three (3) months.
- A total of three (3) Monthly Progress Reports will be prepared (including schedule updates).

Task 2 – Regional Board Update Meeting

Task 2.1 – Regional Board Update Meeting: Carollo and City staff met with members of the Central Coast Regional Board on March 29, 2017 to update them on the status of the City's Facilities Plan and Collection System Master Plan. Since then, several staff have left the Regional Board and individuals involved with permitting and enforcement have changed. Carollo will prepare for and attend a meeting with City staff and members of the Regional Board at their office in San Luis Obispo to update them on the status of the City's effort to build a new WWTP.

Task 3 – Industrial Pretreatment Ordinance

Task 3.1 - Ammonia/TKN Sampling Plan and Project Report: The purpose of this task is to provide a sampling plan that aims to characterize wastewater from various sectors of the City with respect to ammonia and TKN. A sampling program is recommended to build a dataset to help determine if there are any "hot spot" areas within the collection system for ammonia or TKN. Carollo will also look for trends and comparisons of ammonia and TKN concentrations with other indicator constituents (i.e. TON, TDS, EC, BOD, TSS).

Carollo has detailed knowledge of the various sectors of the service area and the flows in major trunk lines that were monitored during development of the Collection System Master Plan. Using this knowledge, Carollo will develop a monitoring strategy map and recommend several

sampling locations for wastewater characterization. Sampling locations will be based on collection system zones (residential, light commercial, heavy commercial, light industry, etc.). One or two residential locations will be included to establish baseline conditions.

The sampling plan will map the zones of interest and identify the trunk lines to be sampled. Sampling manholes will be selected based on flow streams entering the manhole, as well as safety, accessibility, physical features of the manhole (suitability for installation of portable auto-samplers). The number of manholes to be sampled has not been determined, but could be between six and eight.

A draft sampling plan will be prepared for review by the City. The plan will list the locations, sampling frequency, parameters for analysis, analytical method. Each site will be given an identity tag name. A schedule will be provided to establish a sampling rotation. It is assumed there will be a limited number of auto samplers, and that they will need to be moved to different manholes. The overall rotation could span two to three months.

Following receipt of the laboratory data, Carollo will tabulate the results and prepare a map with concentrations displayed at each sampling location. Carollo will prepare a letter report summarizing the findings and conclusions.

This scope does not include costs to rent or purchase auto-samplers, sampler installation, field work for the collection and transport of samples, or laboratory analytical fees. These activities and costs will be the responsibility of the City.

Deliverables:

- One (1) draft and one (1) final sampling plan;
- One (1) draft and one (1) final sampling results letter report;

Task 3.2 - Assessment of Wastewater Discharges from Medical Cannabis Cultivation Facilities: The purpose of this task is to gain an understanding of the expected wastewater characteristics and quantity of flow that would be generated from MCC facilities, and if discharges from MCCs have the potential to impact the WWTP processes, effluent quality, or biosolids quality.

One MCC has obtained a conditional use permit (CUP) from the County, and it is understood that other potential MCCs are exploring the opportunity to establish facilities in the area. Carollo will meet with the MCC that has obtained the CUP and conduct an in-depth survey to determine the potential wastewater discharge from the facility, and obtain and review the following information:

- Contact information, name of owner, name of operator
- Site information: square footage, facility design, water, wastewater, and stormwater piping, site drainage
- Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor or design drawings, schematic process diagram which indicates points of discharge to the WWTP
- Plant production processes on the premises, average rate of production

- Potable water usage (daily demand), water purification technology, disposition of wastes from membrane retentates, reject water, ion exchange regeneration, etc
- Types of wastes generated, and list of all raw materials and chemicals used or stored at the facility
- Anticipated wastewater flow, and contributing process streams

Carollo will prepare a letter report summarizing the findings and recommendations for a permitting approach for MCC facilities requesting to discharge to the WWTP.

Carollo will also use this information to develop expectations regarding wastewater flows and characteristics for MCCs in general, that can help inform the City of potential discharge quality and quantity of various sized facilities or production capabilities.

Deliverables:

- One (1) draft and one (1) final letter report

Task 3.3 - Pretreatment Ordinance: Carollo will update the City's Municipal Code, Chapter 15 (Waters and Sewers) to incorporate a new pretreatment ordinance to address the Federal Pretreatment Regulations (40 CFR 403), Pretreatment Standards under Sections 307(b), 307(c), and 307(d) of the Clean Water Act, and the enforcement of National Pretreatment Standards in accordance with 40 CFR 403.5 and 403.6. The scope for the ordinance update is as follows:

- Meet with City Staff and City Attorney for a Project kickoff meeting. Review the existing Ordinance and evaluate compliance with pertinent regulations, including the EPA model ordinance
- Create new ordinance, based on the EPA Model Pretreatment Ordinance, dated January 2007. Weave in portions of the current District ordinance that need to be retained
- Meet with City Staff and City Attorney to discuss the draft ordinance
- Prepare and conduct one (1) separate informational meeting with the City businesses
- Incorporate comments into public draft, and attend one (1) City Council meeting to present the draft ordinance
- Evaluate and respond to comments and prepare the final Pretreatment Ordinance. Present at a City Council Meeting for approval

The scope does not include services to develop new local limits, monetary fines, cost recovery fees, or other industrial compliance or permit-related fees.

Deliverables:

- Agendas, presentation, handouts, and meeting notes from all project meetings; PowerPoint presentations for three (3) meetings
- One (1) initial and one (1) revised draft of the Pretreatment Ordinance

- After comments are incorporated, a final copy shall be provided electronically, and one (1) bound and one (1) unbound copy of the final, draft Pretreatment Ordinance

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall perform the following Services at the following costs:

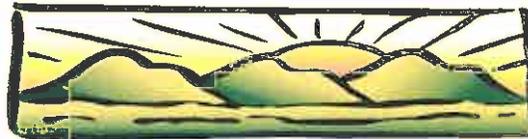
City of King Miscellaneous Support Services and Industrial Pretreatment Ordinance (January 2018)										
Task Description	Hours by Classification:							Fee		
	Design/Project Administration	Project/Fieldwork	Professional	Management/Professional	Technicians	Support Staff	Travel	Labor Fee	Subcontractor Fee	Total Fee
	6202	6243	6502	6166	6126	6111				
TASK 1 - Project Administration										
Task 1.1 Project Coordination, Integration of Work Efforts, Progress Reporting, and Cost and Schedule Control	8	0	0	0	0	8	16	\$2,564	\$187	\$3,171
Task 1 - Sub Total	8	0	0	0	0	8	16	\$2,564	\$187	\$3,200
TASK 2 - Permitting (State Study for Environmental Support)										
Task 2.1 Update Meeting with the RWQCC	8	0	0	0	0	0	8	\$2,094	\$264	\$2,490
Task 2 - Sub Total	8	0	0	0	0	0	8	\$2,094	\$264	\$2,490
TASK 3 - Industrial Pretreatment Ordinance Report Preparation and Adoption										
Task 3.1 Ammonium/N Sampling Plan and Project Report	16	12	0	80	4	9	126	\$29,284	\$2,240	\$32,800
Task 3.2 Assessment of Wastewater Discharges from Medical Cannabis Cultivation Facilities	16	4	0	48	0	8	76	\$14,116	\$1,384	\$16,500
Task 3.3 Update Sewer Use Ordinance	80	0	0	60	8	12	142	\$28,320	\$2,320	\$30,880
Task 3 - Sub Total	112	16	0	188	12	29	344	\$69,720	\$5,944	\$77,700
TOTAL COSTS (Excludes Scope of Work)										
Totals	198	16	0	216	12	36	376	\$70,098	\$3,600	\$77,298

Notes:
 1. Hourly rate based on 2017 Fee Schedule
 2. Other costs include Project Equipment Communication Expense (PECE) of \$11.7 per DL hour

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Draft ordinance shall be completed within 4 months of commencement of the Agreement.



KING CITY
C A L I F O R N I A

Item No. 11 (A)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF 2018 FIREWORKS PERMIT PROCESS

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution setting forth the number of permits to sell fireworks and the method of selection of permit holders; 2) approve a payment of \$3,500 to the Chamber of Commerce and Agriculture for the aerial fireworks show; and 3) appropriate \$2,500 from the General Fund and \$1,000 from donation revenue.

BACKGROUND:

In 2011 the City Council adopted Ordinance Number 691 establishing Chapter 7.34 of the King City Municipal Code governing the limited allowance of the sale and use of safe and sane fireworks in the City limits. Section 7.34.030(c) calls for the City Council, in the calendar month of January, to set by Resolution or by minute order the number of permits to be issued for the sale of safe and sane fireworks, the form of application for such permit and for the method of selection.

In 2012, the permits issued were modified from four to three, with one permit issued to the King City Fireworks Foundation and one issued to the King City Chamber of Commerce and Agriculture to raise funds for the community aerial fireworks show. The third permit has been selected through a lottery process. An application and permit fee is charged. The same process and allocation has been administered since that time. However, the King City Fireworks Foundation no longer exists. Since the King City Chamber of Commerce and Agriculture operates the community aerial fireworks show, they have been receiving both permits.

**CITY COUNCIL
CONSIDERATION OF 2018 FIREWORKS PERMIT PROCESS
JANUARY 23, 2018
PAGE 2 OF 3**

There is currently a \$35 application fee for fireworks sales permits and a \$147 inspection fee. The inspection fee increases to \$294 if the inspection is after-hours.

DISCUSSION:

A number of changes to the fireworks permitting process are recommended this year. First, the Chamber of Commerce and Agriculture has experienced difficulty in soliciting the volunteers necessary to operate the fireworks booth. As a result, they have declined being designated for permits for the two booths this year. Staff recommends maintaining the same number of fireworks booths as the past several years, which would provide the ability for three community groups to obtain fireworks sales permits this year.

In addition, even with the revenue from Chamber of Commerce and Agriculture fireworks sales, the aerial fireworks shows have been operating at a loss. To help support the show, staff is recommending the City provide appropriate \$2,500 for a contribution. In addition, Aleshire and Wynder has made an \$1,000 donation. Since the donation was made to the City, an appropriation by Council of these funds is also needed in order to make the payment to the Chamber of Commerce. It is staff's understanding the fireworks show will take place on July 3rd instead of July 4th this year due to a lack of availability of fireworks show vendors on July 4th.

It is recommended the \$35 application fee be maintained and a \$375 permit fee be established, which would replace the inspection fee. The increase in the permit fee would help cover the cost of increased Police enforcement and street sweeping associated with the use of fireworks in the City.

During the past several years, there have been only two organizations that have applied for the lottery to obtain the non-profit organization permit to operate a fireworks booth. Staff is aware of a third that will likely also apply this year. As a result, while the permit fee for the booth will experience a small increase, applicants will benefit on an ongoing basis because they are likely to have the opportunity to sponsor a booth every year rather than every other year. It is recommended that the lottery system continue to be used if more than three applications are received.

Last year, the City received a complaint from a resident regarding the City's permitting of fireworks sales given fire dangers that have been experienced in California. Staff consulted with the Fire Chief, who has recommended continuing the current program and regulations. There is a concern the absence of safe and sane fireworks will result in an increase in illegal fireworks, which are normally responsible for fires that occur.

**CITY COUNCIL
CONSIDERATION OF 2018 FIREWORKS PERMIT PROCESS
JANUARY 23, 2018
PAGE 3 OF 3**

The City Council also considered a change in the process last year to restrict organizations from receiving permits in consecutive years if other organizations applied that did not receive a permit the prior year. However, this change was not approved. Staff is not recommending any change in the selection criteria this year, but if a lottery is needed, it is proposed to conduct it at a Council meeting to increase transparency of the process.

COST ANALYSIS:

Aleshire and Wynder has donated \$1,000 toward the cost of the aerial fireworks show. Therefore, the net cost to the City of the contribution is \$2,500, which will need to be appropriated from the General Fund.

ENVIRONMENTAL REVIEW:

The Ordinance allowing sale of fireworks has been in place for many years and is not being modified. This item only addresses the permit process and fees, which is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Adopt the Resolution;
2. Modify the Resolution to adjust the fees and then approve;
3. Modify the Resolution to decrease the number of fireworks sales permits to two;
4. Do not adopt the Resolution and direct staff to prepare an Ordinance to prohibit the sale of safe and sane fireworks; or
5. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
SETTING FORTH THE NUMBER OF PERMITS TO SELL FIREWORKS
AND THE METHOD OF SELECTION OF PERMIT HOLDERS**

WHEREAS, in 2011 the City Council adopted Ordinance Number 691 establishing Chapter 7.34 of the King City Municipal Code governing the limited allowance of the sale and use of safe and sane fireworks in the City limits; and

WHEREAS, Section 7.34.030(c) calls for the City Council, in the calendar month of January, to set, by Resolution or by minute order, the number of permits to be issued for the sale of safe and sane fireworks, the form of application for such permit and for the method of selection, and

WHEREAS, Section 7.34.040 (a) allows the City Council to set a fee for applying for such permit; and

WHEREAS, Section 7.34.100 allows the City Council to establish a regulatory fee for those entities that do receive a permit to reimburse the City for costs associated with administering and enforcing the permit process and activities allowed under the permits.

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

1. The number of fireworks sale permit holders for the calendar year shall be set at three to be awarded to non-profit community organizations.
2. The permit recipients shall be selected by lottery conducted by the City Manager or designee at a public time and place, which shall be notified to all applicants.
3. Permit fees shall be established at \$35 for application, \$375 for a fireworks sale permit, and \$150 if an inspection is requested after business hours.
4. The City's Master Fee Schedule shall be amended to reflect the above adopted fees.
5. The application is approved as attached and included herein as Exhibit A, which shall be available to the public on February 7, 2018 and due to City Hall by 5:00 p.m., March 7, 2018.

This resolution was passed and adopted this 23rd day of **January, 2018** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

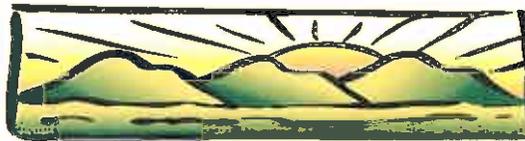
Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney



KING CITY
C A L I F O R N I A

Item No. 11 (B)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 23, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF COMPREHENSIVE PLAN TO END YOUTH VIOLENCE ANNUAL STATUS REPORT

RECOMMENDATION:

It is recommended the City Council approve the Comprehensive Plan to End Youth Violence Annual Status Report.

BACKGROUND:

In 2016, the City Council formed a Community Task Force to develop a Comprehensive Plan to Address Youth Violence. The Community Task Force included 23 representatives from government agencies, public safety, non-profit organizations, and the community at-large. The King City Comprehensive Plan to End Youth Violence was adopted by the City Council on January 24, 2017.

The plan includes 5 categories of recommendations, which are prevention, intervention, enforcement, re-entry, and public outreach. The Community Task Force reviewed each category, identified existing programs in order to better coordinate and expand them, and then identified recommended programs and implementation strategies. The Plan also included measures for evaluation, tracking and updates. It was agreed an annual report will be prepared to identify progress of each implementation strategy.

DISCUSSION:

Overall implementation efforts are ahead of schedule. Of the 22 recommended strategies, 16 have either been completed, are under way, or significant progress has been made. The community response and involvement has been very positive. Participation in community outreach was good. As a result, information provided by the community regarding incidents involving violence has increased

**CITY COUNCIL
 CONSIDERATION OF COMPREHENSIVE PLAN TO END YOUTH VIOLENCE
 ANNUAL STATUS REPORT
 JANUARY 23, 2018
 PAGE 2 OF 3**

significantly. This has been instrumental in assisting the Police Department to increase solving cases or active leads.

Results of the plan have not yet translated into success in reducing violent acts. Unfortunately, in 2017, the City experienced an all-time high in reported shootings. However, the majority of strategies have only recently been implemented or are not yet complete. Prevention efforts typically take time to produce results. Therefore, the City is optimistic that progress will begin to occur given the success in implementing such a large number of the recommendations.

The attached report includes a description of the status of each item. Below is an abbreviated summary:

<u>Program</u>	<u>Status</u>
Prevention:	
• Out of School (Expanded Learning Services)	Implemented
• Streetlight Expansion	Installation under way
• Increased Behavioral Health Services	Not yet started
• School Probation Officer	Implemented
• Daytime Curfew	Implemented
• Police Explorer Program	Not yet started
• Police Activities League (PAL)	Not yet started
• Expand Youth Activities and Increase Promotion	Under way
• Youth Anti-Gang Involvement Campaign	Planning started
• Positive Parenting Program	Scheduled for March 2018
• Workforce Development	Program under way
Intervention:	
• Pre-Diversion Program	Implemented
• Expand Rancho Cielo participation	Not yet started
• Expand Restorative Justice Partners services	Under way
Enforcement:	
• Officer Dedicated to Gang Unit and Detail	Planned for February 2018
• Citywide Police Security Camera System	Implemented
• Nuisance Abatement Ordinance	Implemented

**CITY COUNCIL
CONSIDERATION OF COMPREHENSIVE PLAN TO END YOUTH VIOLENCE
ANNUAL STATUS REPORT
JANUARY 23, 2018
PAGE 3 OF 3**

Re-entry:

- One-stop social services center Scheduled for July 2018

Public Outreach:

- District Watch Program Implemented
- Increase Police Department Public Participation Under way
- Police Department Citizens' Academy Implemented
- Volunteers in Patrol Program Planning under way

COST ANALYSIS:

Implementation of the Comprehensive Plan to End Youth Violence has represented a major investment by the City, but there are no costs associated with the Annual Status Report.

ENVIRONMENTAL REVIEW:

The Annual Status Report is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the Annual Status Report;
2. Direct staff to make modifications or add other information to the report;
3. Direct staff to add new measures to the Plan;
4. Do not take any action; or
5. Provide staff other direction.

Exhibits:

1. City of King Comprehensive Plan to End Youth Violence Annual Status Report

Prepared and Approved by: _____


Steven Adams, City Manager



COMPREHENSIVE PLAN TO END YOUTH VIOLENCE ANNUAL STATUS REPORT

JANUARY 2018

BACKGROUND

In 2016, the City Council formed a Community Task Force to develop a Comprehensive Plan to Address Youth Violence. The overall purpose of this effort was to: 1) protect the community's youth and provide them the best opportunity possible for a good, successful and long life; 2) provide a community where all people feel and are safe; and 3) remove the obstacles that violence creates to providing a high quality of life, such as barriers to attracting businesses and jobs, teachers, doctors, and other factors important to improve the community.

The Community Task Force included 23 representatives from government agencies, public safety, non-profit organizations, and the community at-large. It was determined that a solution to this problem requires a community-wide effort. Therefore, the Community Task Force was designed to include members that are representative of the community at-large, that have the background and experiences to provide the ideas that will make the plan successful, and that includes those in the community that will be instrumental in implementing the plan. The objective of the process was to develop a comprehensive plan that determines what is necessary to address and solve this problem, which will then provide a blueprint for the City to pursue funding sources and implementation strategies in partnership with the community and other agencies.

The King City Comprehensive Plan to End Youth Violence was adopted by the City Council on January 24, 2017. The plan includes 5 categories of recommendations that have been developed by the Community Task Force, which are prevention, intervention, enforcement, re-entry, and public outreach. The Community Task Force reviewed each category, identified existing programs in order to better coordinate and expand them, and then identified recommended programs and implementation strategies. The Plan also included measures for evaluation, tracking and updates. It was agreed an annual report will be prepared to identify progress of each implementation strategy.

OVERVIEW

Overall implementation efforts are ahead of schedule. Of the 22 recommended strategies, 16 have either been completed, are under way, or significant progress has been made. The community response and involvement has been very positive. Participation in community outreach was good. As a result, information provided by the community regarding incidents involving violence has increased significantly. This has been instrumental in an increase by the Police Department over the past year in either solving cases or active leads.

Results of the plan have not yet translated into success in reducing violent acts. Unfortunately, in 2017, the City experienced an all-time high in reported shootings. However, the majority of strategies have only recently been implemented or are not yet complete. Prevention efforts typically take time to produce results. Therefore, the City is optimistic that progress will begin to occur given the success in implementing such a large number of the recommendations.

The following is a summary of updated crime data history:

Homicides

2012	2
2013	5
2014	0
2015	5
2016	2
2017	3

Attempted Homicides

2012	4
2013	7
2014	7
2015	11
2016	11
2017	14

Other Shootings

2012	8
2013	1
2014	1
2015	12
2016	2
2017	15

STATUS OF NEW AND EXPANDED PROGRAMS

The Comprehensive Plan to End Youth Violence included a number of proposed new and expanded programs for each of the categories of recommendations. The following information includes each recommendation in the Comprehensive Plan to End Youth Violence along with the current status.

Prevention

- Program: Out of School Services

Description: The highest priority identified is the development of out of school programs provided after-school on site for students, particularly elementary school aged youth. The goal will be to develop and provide reading, language,

nutritional meals, vocational training, and other services. The program will be specifically designed to help all youth be successful in school, to develop success skills, and to increase their connection with their school and the community. By providing services on site at school facilities, it will enable program leaders to establish a relationship with youth that will enable them to identify those children most at-risk, provide and refer them to services to address their needs, and to connect them with programs offered by other agencies in the community. The objective will to provide a comprehensive positive program at no cost and easily accessible to all youth during afternoon hours when many may otherwise be unsupervised and susceptible to negative influences.

Implementation Strategy: It is proposed to partner with Proyouth, a non-profit organization that currently provides services to help youth in Tulare County succeed academically, socially, and emotionally by providing a safe, healthy and supportive learning environment during out-of-school time. It is proposed the City request expansion of their program to King City and apply for available grants to provide start-up funding. Proyouth would then apply for additional grants to expand programming in King City. Initial grants that will be targeted include the Community Development Block Grant program, 21st Century grant, and corporate foundation grants. The King City Union School District will partner by making available school classrooms and facilities during after-school hours at no cost. It will also be a goal of the program to establish relationships with parents in order to provide referral to resources that offer assistance with parenting skills.

Status: The ProYouth program was implemented at Santa Lucia School serving children at Santa Lucia and Del Rey Schools. Funds were raised to include up to 280 children in the first year of the program and enrollment has thus far reached close to 200. An agreement has been approved for the 2018-19 school year and efforts are under to increase funding in order to expand the program to the Arts Magnet School.

- **Program: Streetlight Expansion**

Description: King City currently has streetlight deficiencies. Many streets are dark at night, which creates an environment where perpetrators feel confident they can carry out violent acts without being identified. It also creates an environment where the public does not feel safe outside at night, which further enables violent acts to occur without detection.

Implementation Strategy: A three-step process is proposed. The first step is to convert existing lights to LED, which will increase lighting levels and reduce outages. The second step is to utilize the energy savings to fund an increase in lights throughout the community, particularly streets with dark segments. PG&E will add lights to existing utility poles at no upfront cost if the City will fund the monthly maintenance and energy cost. The goal of this step is to initially add 100 lights, which will include one additional light on every block in King City that

has utility poles. The third step will be to identify the addition of 50 more lights on utility poles in those areas with remaining deficiencies and to fund the installation of light poles on those streets with no utility poles and in need of increased lighting.

Implementation: Installation by PG&E of over 100 new streetlights is currently under way. The City has also approved implementation of a Community Choice Aggregation program that will annually add 20 additional new streetlights per year in the future.

- Program: Increased Behavioral Health Services

Description: There is a need for an increase in behavioral health services at all school levels in order to proactively identify and address mental, emotional and behavioral problems.

Implementation Strategy: It is proposed the City work in partnership with both school districts and the County of Monterey to identify and apply for State funding and other grants that will help fund an increase in hours Monterey County Behavioral Health staff are assigned to King City school sites.

Status: Not yet implemented.

- Program: School Probation Officer and School Resource Officer

Description: Establishing partnerships between the Juvenile Probation Department and the Police Department with the schools is an effective approach to intervention with young offenders. The goal is to help young people acquire knowledge and develop skills that lead to positive and productive lifestyles. School-based probation and police officers can provide control, supervision, and incentives that delinquent youth often need to attend school regularly and comply with school rules and regulations. School-based probation officers can also intervene in crisis situations involving juvenile probation clients. Assigning officers to school sites enable them to establish relationships with youth that helps provide them knowledge of activities so they can better prevent and proactively resolve criminal and violent activity by youth.

Implementation Strategy: It is proposed the City facilitate discussions and study of the potential for a full-time school probation officer to be jointly funded by the Probation Department and South Monterey County Joint Union High School District. Sharing an officer with Greenfield should also be considered if necessary to obtain required funding. It is then proposed the City establish a goal of identifying future funding to create a full-time Police Department school resource officer and approach the South Monterey County Joint Union High School District regarding joint funding. Alternatively, City funding may be proposed in conjunction with the School District and Probation Department to

fund a school probation officer position. State funding and grants will also be identified and pursued.

Status: Completed

- Program: Daytime Curfew

Description: Daytime curfews are local ordinances that require all school-age children to be inside during specified school hours. Daytime curfews reduce truancy, which often leads to gang recruitment. The ordinance enables the Police Department to question and assist in ensuring children are in school.

Implementation Strategy: City staff will research ordinances in other cities and draft an ordinance in coordination with the King City Union Elementary School District and the South Monterey County Joint Union High School District, which will be presented to the City Council for consideration.

Status: Completed

- Program: Police Explorer Program

Description: Law enforcement explorer programs are hands-on programs open to youth interested in a career in law enforcement or a related field in the criminal justice system. It offers young adults a personal awareness of the criminal justice system through training, practical experiences, competition, and other activities. It also promotes personal growth through character development, respect for the law, physical fitness, good citizenship and patriotism.

Implementation Strategy: City start-up funding has been allocated. An officer will need to be assigned to coordinate the program. Since the Police Department currently has five unfilled positions, it does not have the staff available currently to operate the program. Recruitment efforts are under way. When the Police Department achieves close to full staffing, an officer will be assigned and implementation of the program will be developed.

Status: Not yet implemented.

- Program: Police Activities League (PAL)

Description: PAL is a youth crime prevention program that relies on educational, athletic and other recreational activities to develop a relationship and bond between police officers and the youth in the community.

Implementation Strategy: Once the Police Department is fully staffed, officers will be assigned to coordinate the PAL program. Fundraising activities will be designed to sponsor local youth participation in educational, leadership, athletic,

and training activities. The Police Department will work in coordination with the Recreation Department on some of the activities.

Status: Not yet implemented.

- Program: Expand Youth Activities and Increase Promotion

Description: There currently are a wide variety of youth activities available in the community, but it is proposed to further expand programs providing sports, arts, vocational education and other activities for youth in order to ensure there are alternatives addressing different interests and skills. The purpose of these programs is to provide opportunities for constructive activities, to promote health and exercise, and to develop skills, values, confidence, and enjoyment. Current programming is not fully utilized so an increase in promotion and education of these activities directed at parents and youth is needed. In addition, programs are short of adult volunteers so more adult involvement is necessary to make activities successful.

Implementation Strategy: The City will increase programming provided by staff and contractors, as well as utilize resources to solicit partnerships with other non-profit volunteer agencies to expand their services to King City, such as AYSO, YMCA, First Tee and the Boys and Girls Club. Several steps will be used to pursue funding assistance. First, financial assistance will be requested from the State. Second, additional City funding will be allocated if future City revenues become available. Third, a community fundraising effort will be established. Fourth, as a last resort, a potential special tax or fees will be proposed if State or existing local funding is not available. Funds will be used for City programs, as well as to establish a grant program for start-up and assistance to local non-profit agencies. Promotion will be expanded by increasing the frequency of the activity guides prepared and distributed by the City in partnership with other organizations. In addition, the City will coordinate with the Chamber of Commerce and School District to maintain a comprehensive community calendar with all youth activities.

Status: The first step was completed by contracting with YMCA to offer and expand the City's youth soccer program. The City Recreation Department is in discussions with a number of other organizations to further expand programming.

- Program: Youth Anti-Gang Involvement Campaign

Description: The gang lifestyle has been romanticized in the media and amongst youth culture. In order to be effective in promoting positive alternatives to youth, it is necessary to dispel this perception.

Implementation Strategy: The City will partner with the School Districts and work with Sun Street Center, Transitions, and Proyouth to develop a campaign to educate youth on the realities of participation in gang activities and where it will

lead. The most effective approach will be to utilize individuals that have reformed from involvement in gangs to speak and communicate with students on an ongoing basis.

Status: Not yet implemented.

- Program: Positive Parenting Program

Description: A key factor in youth involvement in gangs and violent behavior is a lack of involvement and/or effectiveness of parenting in many cases. To be successful in making large scale progress in deterring gang and violent behavior, it will require the active participation of parents. There are many parents that have been unsuccessful for a variety of reasons, which include the need to work long hours and are not available, a lack of knowledge or skills to recognize the signs of gang involvement, avoidance of confronting issues due to legal concerns, and the difficulty in establishing effective relationships with their children.

Implementation Strategy: An effort will be established with the Police Department, School Districts, Sun Street Center, Community Human Services, faith community, Proyouth and other organizations designed to expand resources available to parents on education of parenting skills and recognizing signs of gang, drug and other activities. The key component of the program will be the out of school program because the goal will be to establish relationships with parents. This will enable the program provider to successfully identify situations where help is needed, refer them to appropriate resources, and obtain their willingness to participate.

Status: The City is coordinating with Partners for Peace to offer the Parent Project program to King City. The first session is tentatively scheduled to begin in March 2018.

- Program: Workforce Development

Description: The City will partner with the other Salinas Valley cities and Hartnell College in establishing a workforce development program focused on ag tech and health care. Hartnell College will serve as the sector-based intermediary, which is an organization who will be responsible for making connections between private businesses, workforce training providers, including schools, and civic institutions. The goal of this is to identify potential areas of service and collaboration with the end result being the availability of training programs that ensure local residents are obtaining the skills necessary to compete for jobs with local companies.

Implementation Strategy: The program was developed with a grant received from the National Resource Network. The City has entered into a Memorandum of Understanding with the other Salinas Valley cities and Hartnell College. The

City will participate on a joint board of directors to coordinate development and implementation of the program. The first year operational costs will be paid from funds remaining from a former enterprise zone program the City participated in. The City will share costs with the other four jurisdictions for the next two years. Hartnell College will apply for grants to continue the program after that.

Status: The Workforce Development Director has been hired and implementation of the program is under way.

Intervention

- Program: Pre-Diversion Program

Description: Expanding pre-diversion and intervention services will be instrumental in preventing gang and violence activities because it targets those youth most at risk at a stage when the services can be most effective. The objective is to target youth when they are first subject to enforcement by the Police Department related to illegal and/or nonviolent behavior that is determined will potentially lead to more serious problems. In lieu of placing them in the criminal system where they may be exposed to a more negative environment, they are instead referred to programs that can reform them by reinforcing positive behaviors, lifestyle and opportunities.

Implementation Strategy: The City will partner with Greenfield, Soledad and Gonzales in developing a pre-diversion program through funds from a joint Strengthening Law Enforcement and Community Relations Grant. The program will be run by Sun Street Center, who will provide a case manager. The Police Department Officers will utilize established criteria to identify youth that are first-time offenders involving non-violent crimes that have a high likelihood of success if provided the appropriate guidance and resources. Offenders will be given the opportunity to participate in the program in lieu of an arrest. Parents will also have to agree to the terms of the program and to actively participate. The case manager will then match and enroll the participant with an eligible program that meets their needs and will have the most likelihood of success in diverting them away from future illegal, violent and/or gang behavior. The City will also work with the other South Monterey County cities to identify grant opportunities or funding strategies to continue and expand the program once the current funding is utilized.

Status: Completed

- Program: Expand Rancho Cielo participation from King City

Description: The primary need of Rancho Cielo is to increase public awareness of the program.

Implementation Strategy: The City will incorporate Rancho Cielo in its overall public education efforts related to implementation of the Plan to End Youth Violence.

Status: Not yet implemented.

- **Program:** Expand Restorative Justice Partners, Inc. services in King City

Description: Restorative Justice Partners, Inc. utilizes trained volunteers to serve as mediators. Therefore, the primary need to expand the services available to the community is to increase the availability of volunteer mediators. Participation of community members as mediators is also helpful in encouraging the community to take ownership of youth problems and to provide opportunities to resolve them.

Implementation Strategy: St. Mark's Episcopal Church has agreed serve as the lead in recruiting and training volunteers. The City will partner with St. Mark's Church in promoting the program and reaching out to other faith based organizations throughout the community.

Status: St. Mark's Episcopal Church conducted initial training and efforts are under way.

Enforcement

- **Program:** Officer Dedicated to Gang Unit and Detail

Description: The City will add one Police Officer position to be dedicated to Gang Detail and primarily to the South Monterey County Gang Unit. This will enable the Police Department to accomplish two primary objectives. First, the position will monitor and track local gang members and activity in order to coordinate proactive enforcement activities to better prevent and control gang activity. Second, through participation in the South Monterey County Gang Unit, the City can better utilize the resources of the unit to target King City gang activity, as well as provide important training and intelligence regarding activities throughout the region.

Implementation Strategy: The City will pursue both grant and ongoing City funding to add the position. The Police Department will begin by providing specialized training to existing Police Officers. The goal will then be to add a full-time dedicated gang detail position by FY 2018-19.

Status: The City is scheduled to add this detail in January 2018.

- **Program:** Citywide Police Security Camera System

Description: The City will contract for design and installation of a citywide police security camera system. The system will include cameras at City entry and exit points, major intersections, problem areas, and major public areas throughout the community. The purpose of the system will be both to provide evidence to better resolve criminal cases that occur and to serve as a deterrent to prevent crimes from occurring.

Implementation Strategy: The City has budgeted funds to address a portion of the costs. The remainder of the costs will be paid through grants the City has and will apply for. The system will be designed so that an initial system can be installed to address high priority locations and then can be expanded over time. The initial estimated cost of the system is \$200,000 to \$250,000. The goal will be to then raise an additional \$100,000 to \$150,000 to further expand the system in the future.

Status: Phase I of the project has been installed and is operational.

- Program: Nuisance Abatement Ordinance

Description: The City will draft and adopt a new Ordinance providing more stringent restrictions on public nuisance violations, as well as enforcement measures to more effectively seek compliance when violations are sited. This will be accompanied by an enhanced code enforcement effort, with a particular focus on rental properties that are not adequately maintained and are the subject of frequent public safety complaints and calls for service.

Implementation Strategy: The City Attorney's Office will develop the new Ordinance for City Council consideration. The initial increased enforcement effort will utilize existing staff, but will make cases associated with public safety issues a top priority. New penalties established by the Ordinance will increase the City's ability to obtain compliance. It is proposed in the future to increase City code enforcement staffing in order to expand the number of cases that can be administered.

Status: Completed.

Re-entry

- Program: One-stop center:

Description: It is recommended the City establish a goal of developing a one-stop center for re-entry services in King City. The existing center in Salinas is difficult to access on an ongoing basis given its distance from King City. As a result, the Task Force concluded probationers and parolees would be more successful if services were available on a residential full-time basis or more readily accessible to local residents.

Implementation Strategy: It is proposed to begin with a number of initial planning steps. The first is to pursue establishing a collaborative effort with the County Probation Department, the County Behavioral Services Department, Turning Point and Sun Street Center. Once planning begins, the group may be expanded to include other partners. The second is to submit a Proposition 47 grant application for initial funding. The third is to identify potential locations for an appropriate site. Requesting the County to consider dedicating the former Courthouse building in King City to house the Center is recommended as one alternative to be investigated. Once these planning steps are completed, an implementation plan will then be developed.

Status: The City is partnering with Monterey County Behavioral Health Services and Sun Street Center to develop the One-stop Center. They have obtained two grants and the City Council has allocated funding. Property has been identified and is in escrow with Sun Street Center. The facility is tentatively scheduled to open by July 2018.

Public Outreach

- **Program: District Watch Program**

Description: It is proposed that each City Council district that has recently been formed be used to organize public outreach groups. The purpose of the meetings will be to educate the public about the City's efforts and public safety issues; seek both support and involvement with these efforts; and to encourage residents to work together in enhancing safety in their neighborhoods.

Implementation Strategy: A minimum of two meetings per year will be scheduled, which will be led by the City Council Member from that district. Meeting sites within the district will be identified if possible.

Status: The program has been implemented. Two officers have been assigned to each district. One meeting and one block party has been held in each district during the first year.

- **Program: Increase Police Department Public Participation**

Description: Police staff will increase attendance at community activities and events to publicize the Police Department's efforts and increase interaction with the public.

Implementation Strategy: The Police Department will prepare a schedule of upcoming activities and assign officers to attend. In addition, Police Officers will receive training to increase ongoing community outreach. As part of the Strengthening Law Enforcement and Community Relations Grant the Police Department has received in partnership with other South County Cities, a score

card will be created to measure Police Department interaction with the community.

Status: The strategy is under way and the Police Department has experienced a substantial increase in community involvement and interaction, which has led to a number of arrests.

- **Police Department Citizens' Academy**

Description: The Police Department is proposing to provide a community police academy, which will allow residents to participate in police training and education. The academy does not train participants to be future police officers, but is designed to inform citizens about police policies, procedures, laws and resources. The goal is to foster community support, safety, and awareness. Participants will learn about police selection and training, internal investigations, criminal law, patrol operations, communications, crime prevention, firearms training, critical incidents, narcotics, gangs, crime scene investigation (CSI), code and traffic enforcement, and more.

Implementation Strategy: It is proposed to partner with the Greenfield Police Department in offering a 12-week Community Police Academy. The program will be designed and implemented utilizing funding from the Strengthening Law Enforcement and Community Relations Grant.

Status: The first academy has been completed. A second is being scheduled.

- **Volunteers in Patrol Program**

Description: The program will utilize volunteers to assist the Police Department with patrol and other public safety activities.

Implementation: The Police Department will develop a new volunteer program, which will include a formal recruitment of volunteers. Interested individuals will be required to participate in a screening and testing process. Those meeting standards and requirements of the program would then participate in a formal training process.

Status: Work on this goal is under way, but not yet implemented. Implementation is projected in March 2018.