

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

TUESDAY AUGUST 13, 2019
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**
 - A. Presentation of Plaque of Appreciation to George Young for his years of service to the King City Fire Department.
 - B. Presentation of Donation by Pilot Power Group for Solar Powered Streetlight, Denis Vermette and Sheetal Parr, Pilot Power Group.
- 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 July 9, 2019 Council Meeting
Recommendation: approve and file.

- B. Meeting Minutes of July 15, 2019 Special Council Meeting
Recommendation: approve and file.

- C. Consideration: Voting Delegate for the League of California Cities Annual Business Meeting
Recommendation: 1) designate Mayor LeBarre as the City's voting delegate for the League of California Cities Annual Business Meeting at the Annual Conference; 2) designate City Manager Adams as the first alternate; and 3) designate Chief Masterson as the second alternate.

- D. Consideration: Lease/Purchase with Enterprise Fleet for a Police Administration/Detective Vehicle and Code Enforcement Vehicle
Recommendation: approve an additional lease/purchase agreement with Enterprise Fleet Management for a police administration/detective vehicle and a code enforcement vehicle.

- E. Consideration: Appropriation of Grant Funding for Youth Pre-Diversion Program
Recommendation: 1) appropriate \$35,000 to the General Fund Non-Departmental Contract Services account for the Youth Pre-Diversion Program; and 2) increase the miscellaneous revenue account by \$35,000; and 3) authorize the City Manager to execute a revised Agreement with the City of Gonzales for administration of the program and Sun Street Centers for provision of the program to reflect the expansion of the program.

- F. Consideration: Appropriation for the 4-Way Stop at San Lorenzo Street and Broadway Street Intersection
Recommendation: 1) appropriate \$3,000 to the Traffic Safety Fund for the new 4-way stop at San Lorenzo Street and Broadway Street; and 2) rescind the \$3,000 General Fund appropriation approved at the July 9, 2019 meeting for the new stop signs.

- G. Consideration: Appropriation of Grant Funding and Contributions for Public Safety Public Outreach Efforts
Recommendation: 1) appropriate \$4,000 to the General Fund City Council Community Promotion account for the public safety; and 2) increase the miscellaneous revenue account by \$4,000.

- H. Consideration: Consultant Services Agreement for Local Road Safety Plan
Recommendation: 1) approve and authorize the City Manager to execute a Consultant Services Agreement with Fehr & Peers' for preparation of a Local Road Safety Plan; 2) authorize the City Manager to make non-substantive changes to the Agreement in a form approved by the City Attorney; and 3) appropriate \$80,000 from State grant funding for the cost of the study and increase budgeted miscellaneous revenue by the corresponding amount.
- I. Consideration: Revision to Code Enforcement Priorities
Recommendation: approve revisions to the City's Code Enforcement priorities.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

- A. Consideration: King City Community Power 2019-20 Rate Schedule
Recommendation: It is recommended the City Council adopt a Resolution approving King City Community Power (KCCP) budget and rates for FY 2019-20.
- B. Consideration of State Rail Assistance Grant Agreement with the San Luis Obispo Council of Governments
Recommendation: 1) approve an Agreement with the San Luis Obispo Council of Governments (SLOCOG) to implement a State Rail Assistance (SRA) Grant for pre-construction work on a rail platform project; and 2) authorize the City Manager to execute the Agreement with SLOCOG and serve as the authorized agent on behalf of the City.

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.

- A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957:
Title: City Manager

13. ADJOURNMENT

**City Council Meeting
July 9, 2019**

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: Mike LeBarre, Darlene Acosta, Carlos DeLeon Mayor Pro Tem Carlos Victoria.

Council member Rob Cullen is absent.

City Staff: City Manager Steven Adams; City Attorney Roy Santos; Executive Admin. Asst./Deputy City Clerk, Erica Sonne.

4. CLOSED SESSION ANNOUNCEMENTS:

Nothing at this time.

5. PRESENTATIONS:

6. PUBLIC COMMUNICATIONS:

Debbie King came to get clarification on the amplified music and DJ. She said they will be more diligent about calling the police for the loud music. She also came to voice her concerns on the fireworks going off in her neighborhood. They went off earlier this afternoon. She would like it to be followed up on.

7. COUNCIL COMMUNICATIONS:

Mayor Pro Tem Victoria stated nothing to report AMBAG has no meeting this month. He will be on vacation starting July 22nd. A former police department sergeant lost his daughter and he would like a card sent.

Council Member Acosta stated that it has been better this year, but bottle rockets are going off still. She has had complaints from the older generation as well as pets and veterans.

Council Member DeLeon stated he had nothing to report.

Mayor LeBarre stated July 3rd MST/Ft. Ord 10-year celebration they had cannons going off. He participated in the King City 4th of July parade and watched the fireworks on July 3rd. He chaired the Monterey-Salinas Transit (MST) Board of Directors meeting. He will attend the Monterey County Planning Commission/Hemp Ordinance discussion on the 10th they will be discussing buffers for smell as it is a farm product. He will attend the Monterey County Water Resource Agency Board of Directors on the 12th.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated that a Homeless Services Coordinating Group with the City Manager, Chief and other agencies in King City and the County so case management can be done to get people services. Fireworks feed back that he has gotten has been that it is better, and it still needs work. Starting our annual tree trimming in the next couple of weeks. North West quadrant. The City is trying to do a quarter of the City a year.

City Attorney Roy Santos stated that the City may have had two citations that were issued for the Fireworks. The State Senate passed a measure changed use of force Standards and he will work with the Chief on that and he will be working with the Chief on public records act request related to body cameras.

9. CONSENT AGENDA

- A. Meeting Minutes of June 25, 2019 Council Meeting
- B. City of King June 28, 2019 Invoices Paid
- C. Successor Agency June 28, 2019 Invoices Paid
- D. City of King KCCP Payments Through Jun 25, 2019
- E. Consideration: Amendment to Major Citywide Goals
- F. Consideration: Appropriation for Carryover Expenses
- G. Consideration: FY 2019-20 Job Classification Plan
- H. Consideration: Memorandum of Understanding with the Service Employees International Union Local 521 (SEIU)
- I. Consideration: Multi-way Stop Control at the Intersection of Broadway Street and San Lorenzo Street
- J. Consideration: Acceptance of Street Right of Way Along Frontage of Monterey Wine Company
- K. Consideration: Mills Ranch Specific Plan Determination of Substantial Conformance

Council member DeLeon is pulling item I for a question.

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

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

Council member DeLeon wanted to know if stop sign was going to be put in on Broadway. He also want to know if the City had given any thought to putting in the stop signs with lights around it. City Manager Adams stated that it would be a stop sign and stop ahead signs warning drivers that there is a stop ahead.

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

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: Approval of A Vesting Tentative Tract Map for a Seven (7) Lot Subdivision of a Vacant 28,656 Square Foot Parcel Located on Mustang Court (Apn:026-071-073-000), King City, CA 93930

Community Development Director Liberto introduced this item.

Sheryl Flores, Peoples Self-Help Housing further introduced this item with a PowerPoint presentation.

Marc Bloom, Cal-Water would like to meet with People's Self-Help Housing to help keep the cost down for the water.

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

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

Mayor LeBarre closed public hearing.

Action: Motion to adopt Resolution approving the Vesting Tentative Tract Map Case No. TTM 2019-001 for the Mustang Court Homes by Victoria and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

- B. Consideration: A Tax Sharing and Fee Deferral Agreement with Stay Cal Hotels, LLC for Hotel Project at 1023 Broadway Street

City Manager Adams introduced this item.

Council member Acosta wanted clarification in the cost analysis portion of the report on what moneys will be coming back to the city.

Mayor LeBarre opened the public hearing, and read the title into the record, seeing no one come forward, Mayor LeBarre closed public hearing.

Action: Motion to approve a Tax Sharing and Fee Deferral Agreement with Stay Cal Hotels, LLC to provide subsidies to increase the economic viability of a new hotel project at 1023 Broadway Street by DeLeon and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

- C. Consideration: A Resolution of the City Council of the City of King City Confirming and Ordering Levy and Collection of Assessments from Previously Formed Landscaping and Lighting District "Riverview Gardens Landscape Maintenance District" (Adopted on March 10, 1998)

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

City Attorney Santos introduced this item.

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

Action: Motion to adopt the resolution confirming and ordering the levy and collection of assessments from the previously formed landscaping and lighting district by Victoria and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

- A. Consideration: Amendment to Purchase and Sale Agreement for Sale of Parcel #026-391-025-000 Formerly Owned by the Community Development Agency of the City of King

City Manager Adams introduced this item.

Action: Motion to Successor Agency to the Former Community Development Agency of the City of King adopt a Resolution approving the First Amendment to the Purchase and Sale Agreement to sell Parcel #026-391-025-000 formerly owned by the Community Development Agency to StayCal Hotels, LLC and authorizing the City Manager to execute all necessary documents and make non-substantive changes in a form approved by the City Attorney Victoria and seconded by LeBarre.

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

- B. Consideration: Acceptance of Encroachment Agreement for the 320 Broadway Street to Allow Removal of Two Parking Spaces and Allow Outdoor Dining on Public Right-of-Way

City Manager Adams introduced this item stating that the City Attorney would suggest a lease agreement instead of an encroachment agreement. The applicant would also be doing some offsite improvements to create a couple of new parking spaces.

City Engineer further introduced this item.

Action: Motion to authorize the City Manager to execute a lease agreement with the owners for a 10 year period with restrictions that the City could terminate the lease if some conditions were not held up and the lease would be formed as approved by the City Attorney of the 320 Broadway Street to remove up to three parking spaces and install landscaping, hardscape and furniture to allow outdoor dining by DeLeon and seconded by Victoria.

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

12. CITY COUNCIL CLOSED SESSION

1. Liability Claims, by Maria Perez De Jimenez
Claim against City of King
Gov. Code Section: 54956.95

2. Liability Claims, by Julieta Montelongo
Claim against City of King
Gov. Code Section: 54956.95

3. Liability Claims, by Xzavian Martinez
Claim against City of King
Gov. Code Section: 54956.95

4. Liability Claims, by Juan David Rodriguez Morado
Claim against City of King
Gov. Code Section: 54956.95

ADJOURNMENT:

Mayor LeBarre adjourned to closed session at 7:11p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

**City Council Special Meeting
July 15, 2019**

1. CALL TO ORDER:

Special Meeting was called to order at 12:01pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Council member Acosta.

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 Engineer Octavio Hurtado, Assistant Planner
Maricruz Aguilar-Navarro

4. PUBLIC COMMUNICATIONS:

Mayor LeBarre provided an update on the Mo. Co. Hemp Ordinance. Stating no pilot project and he will be attending the meeting to discuss the buffer zone.

5. REGULAR BUSINESS:

- A. Consideration: Consideration of Application for Statewide Park Development and Community Revitalization Program Grant

City Manager Adams introduced this item.

City Engineer Octavio Hurtado further introduced this item providing an overview of the grant. This project tailors to what the community wants. The goal is to extend the park to the Creekbridge walking paths. Community input was received in the form of 5 workshops, 3 on site as well as 1 at King Station for neighbor input and 1 at Leo Meyer Center for Senior input. The last workshop Jventos league coaches offered to do some of the work. City Engineer Hurtado stated that we would be looking for some organizations to do some of the work.

Action: Motion to approve the attached Resolution authorizing staff to submit the San Antonio Community Park Renovation Project Prop 68 grant application to the State of California Department of Parks and Recreation by Cullen and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the Special meeting at 12:07pm

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING

RECOMMENDATION:

It recommended the City Council: 1) designate Mayor LeBarre as the City's voting delegate for the League of California Cities Annual Business Meeting at the Annual Conference; 2) designate City Manager Adams as the first alternate; and 3) designate Chief Masterson as the second alternate.

BACKGROUND:

The League of California Cities Annual Conference is scheduled for October 16th through the 18th in Long Beach. An important part of the Annual Conference is the Annual Business Meeting during the General Assembly, which is scheduled at noon on Friday, October 18th. At that meeting, delegates take action on resolutions that establish League policies. In order to participate, cities are requested to formally appoint a voting delegate.

DISCUSSION:

Mayor LeBarre is the only representative from the Council that has expressed an interest or ability to attend the Annual Conference and willingness to serve as the voting delegate. Therefore, staff recommends Mayor LeBarre be designated as the City's voting delegate. City Manager Adams and Chief Masterson will also be attending and will be available to serve as alternate voting delegates if needed.

COST ANALYSIS:

Funding is available in the budget to attend the Conference.

**CITY COUNCIL
CONSIDERATION OF VOTING DELEGATE FOR THE LEAGUE OF
CALIFORNIA CITIES ANNUAL BUSINESS MEETING
AUGUST 13, 2019
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ENVIRONMENTAL REVIEW:

Serving as a voting delegate is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment. Therefore, no additional action is necessary.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Designate Mayor LeBarre as the City's voting delegate to the League of California Cities Annual Business Meeting, City Manager Adams as the first alternate and Chief Masterson as the second alternate;
2. Appoint another representative of the City Council if anyone else is able to attend;
3. Do not appoint a voting delegate; or
4. Provide staff other direction.

Exhibits:

1. League of California Cities request for designation of voting delegates and alternates

Prepared and Approved by:



Steven Adams, City Manager



Council Action Advised by August 30, 2019

June 10, 2019

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES --
League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: CITY COUNCIL

FROM: ROBERT MASTERSON, CHIEF OF POLICE

RE: CONSIDERATION OF LEASE/PURCHASE AGREEMENT WITH ENTERPRISE FLEET FOR A POLICE ADMINISTRATION/DETECTIVE VEHICLE AND CODE ENFORCEMENT VEHICLE

RECOMMENDATION:

It is recommended the City Council approve an additional lease/purchase agreement with Enterprise Fleet Management for a police administration/detective vehicle and a code enforcement vehicle.

BACKGROUND:

The King City Police Department has added two staff positions in the recent years. The first was a Major Crimes Detective, which was in response to the recommendations of the Comprehensive Plan to End Youth Violence. The second was a Code Enforcement Officer position to handle the standard code enforcement issues and the code enforcement and regulation of the cannabis industry in King City.

The King City vehicle fleet has an optimal number of vehicles assigned to it for the staffing and function of positions prior to the addition of these two positions. This resulted in these two positions utilizing vehicles for positions that have been vacant. Now that King City Police Department is at full staff, any spare vehicles are being utilized and availability of vehicles for these two new positions has diminished.

DISCUSSION:

Two additional vehicles are needed for assignment to these positions. For cost savings and implementation reasons, the back-up vehicle assigned for administration/detective use was assigned to the Major Crimes Detective.

**CITY COUNCIL
CONSIDERATION OF LEASE/PURCHASE AGREEMENT WITH ENTERPRISE
FLEET FOR A POLICE ADMINISTRATION/DETECTIVE VEHICLE AND CODE
ENFORCEMENT VEHICLE
AUGUST 13, 2019
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However, this resulted in no vehicle being available for use when a primary vehicle needed servicing or repair. Initially, this could be addressed by utilizing the vehicle assigned to the vacant Captain position. The captain position is now filled, leaving no back-up vehicle.

The Code Enforcement Position was developed in response to the separation of the animal control officer and code enforcement officers' positions. As a result, the Police Department still has an animal control vehicle, but does not have a vehicle to assign the code enforcement position.

Staff has worked with the Finance Department and determined that adding the vehicle to current lease/purchase arrangement the City has entered into with Enterprise for fleet maintenance is the most cost effective alternative.

COST ANALYSIS:

The addition of a vehicle to the administration/detective fleet will cost \$4,701.00 dollars per year and will be allocated from the Supplemental Law Enforcement Funds currently received by the police department. This will not result in an impact to the City General Fund.

The Code Enforcement vehicle will cost \$4,084.20 dollars per year and can be allocated from monies received from the Abandoned Vehicle Abatement program, thus will not result in any impact to the City General Fund.

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 are presented for Council consideration:

1. Approve staff's recommended appropriation and purchase;
2. Direct staff to purchase the vehicles outright rather than through a lease purchase or utilize alternate funding;
3. Not approve the vehicles purchases; or
4. Provide staff with further direction.

**CITY COUNCIL
CONSIDERATION OF LEASE/PURCHASE AGREEMENT WITH ENTERPRISE
FLEET FOR A POLICE ADMINISTRATION/DETECTIVE VEHICLE AND CODE
ENFORCEMENT VEHICLE
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Prepared by: KB7C CAPTAIN
Robert Masterson, Chief of Police

Approved by: [Signature]
Steven Adams, City Manager



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF APPROPRIATION OF GRANT FUNDING FOR YOUTH PRE-DIVERSION PROGRAM

RECOMMENDATION:

It is recommended the City Council: 1) appropriate \$35,000 to the General Fund Non-Departmental Contract Services account for the Youth Pre-Diversion Program; 2) increase the miscellaneous revenue account by \$35,000; and 3) authorize the City Manager to execute a revised Agreement with the City of Gonzales for administration of the program and Sun Street Centers for provision of the program to reflect the expansion of the program.

BACKGROUND:

In coordination with the other South Monterey County cities, King City has contracted with Sun Street Centers to provide a pre-diversion program. It was one of the measures of the Comprehensive Plan to End Youth Violence and diverts youth from entering the juvenile justice system through an individualized diversion plan. The 3 – 6 month plan is developed in collaboration with the student, parents and a case manager to provide a path to success through education, community involvement, life skills training and counseling.

The program was originally funded through a State grant. However, last year grant funding was no longer available, so it was funded jointly by the participating jurisdictions of King City, Greenfield, Soledad and Gonzales. This year, King City has been the lead agency in soliciting additional grants to expand the program. A Monterey Peninsula Foundation Grant was approved. Most recently, a Monterey County Community Foundation grant was also approved.

**CITY COUNCIL
CONSIDERATION OF APPROPRIATION OF GRANT FUNDING FOR YOUTH
PRE-DIVERSION PROGRAM
AUGUST 13, 2019
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DISCUSSION:

In order to utilize the grant received from the Monterey County Community Foundation, it is necessary to appropriate the increased expenditure and program the revenues. Therefore, a budget adjustment is recommended at this time. Since the City is the lead agency on the grant requests, the funding will be used to expand the entire program servicing all four cities. The latest grant will enable Sun Street Centers to increase case workers from 2 to 3, who are shared between the 4 cities.

COST ANALYSIS:

Since the increased cost is funded from a grant, there is no net increased cost to the budget for FY 2019-20. Each city contributes \$40,000. The Monterey Peninsula Foundation Grant is \$45,000 and the Monterey County Community Foundation Grant is \$35,000. Therefore, the overall total program budget this fiscal year is \$240,000

ENVIRONMENTAL REVIEW:

The appropriation and/or program expansion is not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, the change 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. Do not approve the appropriation; or
3. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF APPROPRIATION FOR THE 4-WAY STOP
AT SAN LORENZO AVENUE AND BROADWAY STREET
INTERSECTION**

RECOMMENDATION:

It is recommended the City Council: 1) appropriate \$3,000 to the Traffic Safety Fund for the new 4-way stop at San Lorenzo Avenue and Broadway Street; and 2) rescind the \$3,000 General Fund appropriation approved at the July 9, 2019 meeting for the new stop signs.

BACKGROUND:

At the July 9th meeting, the City Council approved installing a 4-way stop at San Lorenzo Avenue and Broadway Street. An appropriation of \$3,000 was approved from the General Fund for the signage needed. Since then, staff has identified Traffic Safety funds that are eligible for this expense, which would eliminate the impact on the General Fund.

DISCUSSION:

It is recommended to eliminate the General Fund appropriation approved at the last meeting and instead appropriate 3,000 in funding from the Traffic Safety Fund. Staff is in the process of ordering supplies needed to install the improvements.

COST ANALYSIS:

The full \$3,000 would be funded from the Traffic Safety Fund, which currently has an estimated balance of almost \$12,000. Therefore, there will be no impact to the General Fund.

**CITY COUNCIL
CONSIDERATION OF APPROPRIATION FOR THE 4-WAY STOP AT SAN
LORENZO STREET AND BROADWAY STREET INTERSECTION
AUGUST 13, 2019
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

Environmental review for the 4-way stop was conducted at the time it was approved by City Council. The appropriation is not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, the change 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. Do not approve the appropriation; or
3. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF APPROPRIATION OF GRANT FUNDING AND CONTRIBUTIONS FOR PUBLIC SAFETY PUBLIC OUTREACH EFFORTS

RECOMMENDATION:

It is recommended the City Council: 1) appropriate \$4,000 to the General Fund City Council Community Promotion account for the public safety; and 2) increase the miscellaneous revenue account by \$4,000.

BACKGROUND:

The City has received approval for a \$2,500 grant from PG&E, a \$1,000 contribution from Surveillance Grid, Inc., and a \$500 contribution from Aleshire & Wynder, LLP for support for public safety public education efforts. Staff is proposing to use the funds for promotional and public education materials and events.

DISCUSSION:

Approximately \$3,000 will be used to create items for the League of California Cities Annual Conference King City exhibit, as well as other future public events. The remaining \$1,000 was used for costs for the National Night Out event. Therefore, staff is recommending the funding be appropriated at this time.

COST ANALYSIS:

Since the funding is from grants and donations, there is no net impact to the budget.

**CITY COUNCIL
CONSIDERATION OF APPROPRIATION OF GRANT FUNDING AND
CONTRIBUTIONS FOR PUBLIC SAFETY PUBLIC OUTREACH EFFORTS
AUGUST 13, 2019
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

The appropriation and/or public education materials are not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, the change 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. Do not approve the appropriation; or
3. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF CONSULTANT SERVICES AGREEMENT
FOR LOCAL ROAD SAFETY PLAN**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a Consultant Services Agreement with Fehr & Peers' for preparation of a Local Road Safety Plan; 2) authorize the City Manager to make non-substantive changes to the Agreement in a form approved by the City Attorney; and 3) appropriate the \$80,000 from State grant funding for the cost of the study and increase budgeted miscellaneous revenue by the corresponding amount.

BACKGROUND:

The City recently received approval from Caltrans for a Systemic Safety Analysis Report Program (SSARP) grant to prepare a Local Road Safety Plan. Staff proposes preparing the plan in order to evaluate the City's intersections, crosswalks and stop signs; to identify priority intersections for more detailed analysis; and then to develop recommendations for safety improvements. The City does not have a high accident history, but few improvements or modifications have been made for many years. Therefore, the intent of the project is to provide an updated analysis and design of intersections to increase public safety.

Local Road Safety Plans may be required in the future by Caltrans for grant funding. Therefore, approval of the grant and preparation of the Local Road Safety Plan also positions the City in the forefront of meeting these new requirements.

**CITY COUNCIL
CONSIDERATION OF CONSULTANT SERVICES AGREEMENT FOR LOCAL
ROAD SAFETY PLAN
AUGUST 13, 2019
PAGE 2 OF 3**

DISCUSSION:

In order to prepare the plan, staff issued a Request for Proposal for qualified traffic engineering consultants. Two proposals were received, evaluated, and interviews were conducted. A three-member review committee reviewed the proposals based on established criteria and recommended the contract be awarded to Fehr and Peers. They have extensive expertise in preparing such a plan, the Committee felt their proposed scope of work best addressed the needs of the City, and their cost proposal was lower than the other firm.

COST ANALYSIS:

The cost of the proposal is \$79,867, which is within the \$80,000 approved by Caltrans for the grant. Therefore, there will be no impact on the City's General Fund.

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. Environmental review will be conducted on any projects resulting from the study.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

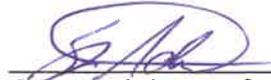
1. Approve staff's recommendation;
2. Continue the item and direct staff to pursue changes in the Agreement;
3. Request information from staff to consider approving the alternate proposal received;
4. Do not approve preparing a Local Road Safety Plan; or
5. Provide staff other direction.

Exhibits:

1. Consultant Services Agreement
2. RFP
3. Proposal from Fehr and Peers

**CITY COUNCIL
CONSIDERATION OF CONSULTANT SERVICES AGREEMENT FOR LOCAL
ROAD SAFETY PLAN
AUGUST 13, 2019
PAGE 3 OF 3**

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 14th day of August, 2019, by and between the CITY OF KING, a California municipal corporation ("City") and Fehr & Peers' (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 in accordance with the standard of care for professionals providing similar services under similar circumstances to that of Consultant.

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 that are relevant to the Scope of Services to be provided by Consultant under this Agreement.

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, provided, however, such licenses, permits, and approvals are those that are typically and customarily obtained by professionals providing services similar to that of Consultant.

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 Eighty Thousand Dollars (\$80,000) ("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 thirty (30) days of receipt of Consultant's correct and undisputed invoice. 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 reasonable 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 due to unforeseeable causes beyond the control of the City, 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. Ben Fuller 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. Octavio Hurtado 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, but only for that which Consultant would have been liable in the absence of this Agreement. 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, as to the commercial general liability and automotive insurance policies only, 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 to the extent caused by 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 to the extent caused by Consultant's or indemnitors' reckless or willful misconduct, or to the extent caused by 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. If Consultant's services are "design professional services," as that term is defined under Cal. Civ. Code Section 2782.8, the limitations of Section 2782.8 shall apply to Consultant's indemnity obligation, and in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

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) Consultant agrees to maintain as confidential all information that the City labels in writing as confidential or privileged with a standard of care at least as rigorous as that exercised by Consultant in protecting and maintaining the security of its own proprietary or confidential information.

(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.

- a. (a) All of Consultant’s electronic and hard-copy records, including all maps, files, reports, drawings, sketches, samples, photographs, film and videos, memoranda, notes, correspondence, emails, and other documents and communications, draft or final, as well as all of their contents, including all inventions, data, information, ideas, improvements, discoveries, methodologies, models, formats, software, algorithms, software, processes, schematics, programs, procedures, designs, calculations, details, specifications, assumptions, and findings, conclusions, summaries, interpretations of regulations, investigations, and sources of information, and all related information, that are developed, discovered, collected, produced, or created by Consultant and its contractors, vendors, and consultants in the course of its performance of its Scope of Services, or prior to this Agreement, are considered Consultant’s Work Product.
- b. (b) All parts of the Work Product are instruments of Consultant’s service to be used solely within the Scope of Services, for the purposes intended by their development, discovery, collection, production, or creation by Consultant under this Agreement, and the Consultant shall be deemed the author and owner of the Work Product, and shall retain all rights, titles, and interests, in the Work Product, including any and all property

rights, ownership rights, intellectual property rights, copyrights and moral rights, as well as all rights under all trademarks, service marks, domain names, and trade dress, that arise from the creation of the Work Product. The City shall be permitted to retain copies, including reproducible copies, of the Work Product for information and reference in connection with the City's use for this Agreement. The City shall not use, or permit to be used, the Work Product on other projects, or for changes to the project under this Agreement, without the express written consent of the Consultant. Consultant shall not be liable or responsible for any use, reuse, or modification of, or derivation from, any of its Work Product made without Consultant's written consent other than for purposes intended by this Agreement. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this project is not to be construed as publication or violation of copyright.

- c. (c) Consultant grants the City an irrevocable, non-exclusive, royalty-free, worldwide, right and license in perpetuity to publish, analyze, translate, reproduce, deliver, perform, derive from, display, transfer, and use the Work Product, but solely within the Scope of Services under this Agreement, for the purposes intended by its development, discovery, collection, production, or creation by Consultant under this Agreement.

(d) Consultant shall identify any third-party content incorporated into or necessary to use the Work Product. Consultant shall secure from such third party any rights necessary to permit the City to fully utilize the Work Product.

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

Roy Santos, 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

Task A. Project Management

Task A.1. Scope of Work Finalization

Consultant will develop a project work plan to guide the project process. The project work plan will include the scope of work, budget, and schedule. The schedule in the project work plan will identify target dates for any potential in-person meetings, as well as delivery dates for project deliverables.

Task A Deliverables:

- a. Project work plan with project scope of work, budget, and schedule with key dates identified for meetings and deliverables. Consultant will revise the project work plan based on City comments at the kick-off meeting.

Task A.2. Project Kick-Off

Consultant will attend a one-hour in-person project kick-off meeting with key City staff to initiate the project. At this meeting, Consultant will discuss the project work plan, as well as determine immediate next steps for the project. The meeting will provide an opportunity to discuss project goals and communication protocols throughout the project.

Task A Deliverables:

- a. Meeting Minutes for the project kick-off meeting.

Task A.3. Ongoing Project Management

Consultant will conduct bi-weekly phone calls with the City team to provide updates on work activity and milestones, and to discuss upcoming deliverables and outreach activities. As part of this task, Consultant will also submit monthly written progress reports and invoices.

Task A Deliverables:

- a. Meeting minutes for the bi-weekly phone calls
- b. Monthly invoices and progress reports

Task B. Data Collection

Task B.1. Collision Database

Consultant will build a collision database for the most recent five years of available collision data from SWITRS and TIMS. The SWITRS database, which includes property damage only collisions, will be used for describing citywide collision trends. Since SWITRS records do not have coordinates associated with the collision records, Consultant will use collision data from the TIMS database to map collisions in GIS format, as TIMS collision data comes geocoded. While the TIMS database does not include property damage only collisions, the focus of this study is to address severe and fatal collisions. Therefore, the TIMS dataset will be appropriate for identifying hot spot locations and for identifying potential risk factors.

Task B Deliverables:

- a. Excel file of cleaned SWITRS collision data
- b. GIS layers of cleaned TIMS collision data (to be merged with contextual and roadway data in Task B.2)

Task B.2. Contextual and Roadway Data

Consultant will build a GIS database of contextual and roadway data for the purpose of identifying potential collision risk. Due to the size of King City, several types of contextual and roadway data can be manually coded in GIS relatively quickly (such as presence of medians, skewed intersections, intersection traffic control, protected turns, and channelized turns). Other data can be more cost effectively generated through innovate data collection firms, such as Ecopia Tech and Inrix. Consultant will retain Ecopia Tech to generate GIS layers for presence of marked crosswalks and sidewalks. Consultant will also request Inrix speed data for roads available in their database (cost proposal assumes up to 10 roadway miles).

Data Collection Methods

The following table shows the data collection plan for this task.

Data Feature	Collection Method
Sidewalks (Including Width)	Ecopia Tech – Computer Vision
Bike Lanes (Including Width)	Ecopia Tech – Computer Vision
Crosswalks	Ecopia Tech – Computer Vision
Number of Travel Lanes	Ecopia Tech – Computer Vision
Measured Speeds	Inrix
Posted Speed Limit	Consultant – Manually/City Provided Speed Maps
Presence of Median	Consultant – Manually
Intersection Traffic Control	Consultant – Manually
Functional Classification	Consultant – Caltrans Functional Class Database
Adjacent Land Use	Consultant – Census Data/General Plan Layers/Manually
Average Daily Traffic	Consultant – Traffic Counts/Estimations

For the cost estimate, Consultant has assumed that they would conduct 24-hour roadway counts at up to five (5) locations for the purposes of estimating Average Daily Traffic (ADT). Consultant will prioritize counting/estimating ADT on collector and arterial roads. Consultant will supplement the new counts with any recent existing counts the City may already have.

Consultant will review GIS contextual and roadway files generated by Ecopia Tech and their staff. At the conclusion of Task C, Consultant will drive the City streets as part of the Quality

Control process. Consultant will also use this field review as an opportunity to survey the City and identify at a high level, dashboard review, any intersections, stop signs, and/or crosswalks that, may be candidates for safety improvements beyond those flagged in the data collection process.

After completing an internal review of the GIS layers, Consultant will merge the contextual and roadway data with the collision data.

Task B Deliverables:

- a. GIS layers of contextual and roadway data
- b. GIS layers of collision data merged with the contextual and roadway data
- c. Summary of notes from the field review

Task C. Collision Analysis

Consultant will use the database developed in Task B to analyze crash trends in the City, with an emphasis on severe and fatal collisions. The collision analysis will be conducted in accordance with the FHWA Systemic Safety Project Selection Tool, which provides the following collision analysis process:

- a. Select Focus Crash Types
- b. Select Focus Facilities
- c. Identity and Evaluate Risk Factors

For Step 1, Select Focus Crash Types, Consultant will analyze the collision data and summarize any apparent citywide trends. Consultant will analyze the collision data by investigating several collision attributes, which will include, but is not limited to: collision type, primary collision factor, mode involved, impairments/distractions, time of day, lighting, and weather. Consultant will summarize the analysis and identify the top crash types in the city. Consultant will collaborate with the City to identify the top crash types.

For Step 2, Select Focus Facilities, Consultant will present collision data in a crash tree diagram. The crash tree will present a summary of key roadway characteristics (such as number of lanes and posted speed) for the focus crash types selected. It will be used to identify the types of facilities that experience a high proportion of the focus crash types. After identifying the types of facilities that experience a high proportion of a certain crash type, Consultant will map in GIS where those facilities are and overlay the corresponding crash types. Consultant will use these maps to help identify the top facilities to focus on. Consultant will collaborate with the City to identify the top facilities to focus on.

For Step 3, Identify and Evaluate Risk Factors, Consultant will dig deeper into the focus facilities to identify additional risk factors that may be contributing to the crashes. Risk factors could include lighting, shoulder type, intersection skew, presence of on-street parking, etc. The risk factors will be used to identify appropriate countermeasures.

Task C Deliverables:

- a. Memorandum summarizing results of crash type analysis, including identification of focus crash types, revised based on one round of consolidated City comments
- b. Memorandum presenting crash tree diagrams, GIS maps, and identification of focus facilities, revised based on one round of consolidated City comments
- c. Memorandum discussing risk factors identified for the focus facilities, revised based on one round of consolidated City comments
- d. Excel database and GIS layers developed for the collision analysis

Task D. Systemic Evaluation

Consultant will supplement the collision analysis by evaluating facilities that match the systemic profiles of collisions analyzed in Task D, even if those locations have not experienced fatal or severe injury collisions during the period evaluated. Consultant will document the results of this task in a memorandum.

Consultant will map the intersections in GIS by intersection control type (uncontrolled, side street stop controlled, all way stop controlled, or signalized). Using the intersection control map and the notes during the field review, Consultant will list intersections that may benefit from change in intersection control from a safety perspective. Consultant will also document intersections with design features that could be improved based on the notes during the field review.

Consultant will also perform an evaluation of uncontrolled marked crosswalks in the City. Consultant will use the Consultant Xwalk+ Tool to evaluate crosswalks in GIS. The tool uses collected data to determine recommended crosswalk design features, which is based on the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations. The data required to operate the tool includes traffic volume, number of travel lanes, presence of median, and speed. Through the Xwalk+ Tool, Consultant will generate a list of uncontrolled marked crosswalk locations and will identify candidate improvements that could be considered.

Finally, for vulnerable road users in particular, speeding is the most important factor to proactively address. Speed is associated with an exponential increase in injury when a collision with a pedestrian or bicyclist occurs, and therefore proactively addressing locations with speeding concerns can be an essential systemic tool. To understand the extent at which speeding occurs within the City, Consultant will compare the measured speeds from the Inrix data to the posted speeds. Consultant will map in GIS locations where measured speeds are considerably higher than the posted speed.

Task D Deliverables:

- a. Memorandum presenting results of systemic evaluation, including maps, revised based on one round of consolidated City comments
- b. Excel database and GIS layers developed for the systemic evaluation

Task E. Prioritized Project Locations

Consultant will collaborate with City staff to identify up to ten priority project locations. Identification of priority project locations will be based on the results of collision analysis and systemic evaluation tasks. The priority project locations may include a combination of hot spot locations, corridors, and small zones. Consultant will submit a memorandum to the City documenting a draft list of ten priority project locations. Consultant will discuss their considerations for identifying the draft list of locations and will include a map of their extents. Consultant will discuss the draft project locations with the City over a phone call and will revise the project location list based on feedback from the City. Consultant will provide an agenda for the call and will submit meeting minutes.

Task E Deliverables:

- a. Memorandum presenting draft list and map of priority project locations, revised based on one round of consolidated City comments
- b. Meeting agenda and minutes for call to discuss priority project locations

Task F. Countermeasure Selection

Task F.1. Countermeasure Identification

Consultant will compile a preliminary set of suggested countermeasures to address the safety challenges identified in Task E. Consultant will use their library of completed countermeasure toolboxes from various other safety planning projects completed to efficiently tailor a countermeasure toolbox for King City.

Task F Deliverables:

- a. List and description of candidate countermeasure to inform identification of a set of applicable engineering interventions and policies/programs.

Task F.2. Match Countermeasures to Priority Locations

Consultant will pair the countermeasures from Task F.1 with the priority locations identified in Task E in an Excel matrix. The matrix will identify the collision types for which each countermeasure is shown to be effective through industry research and best practices. Consultant will solicit input from City staff in the draft pairing. The matrix will serve as a tool to link the systemic risk factors to countermeasures and define location specific project or programmatic policies/programs. Consultant will present a draft matrix to City staff at an in-person meeting to refine the matrix pairings. With City staff coordination, Consultant will refine the countermeasure matrix to focus on up to twenty countermeasures that would be most viable in the local context, based on countermeasure feasibility, demonstrated collision reduction factors, cost, and other factors.

Task F Deliverables:

- a. Excel spreadsheet matrix pairing priority locations with potential countermeasures, revised based on one round of consolidated City comments
- b. Meeting agenda and minutes for in-person meeting to discuss countermeasure pairings

Task G. Draft and Final Report

Consultant will develop a draft Local Roadway Safety Plan based on the findings from the work conducted from Task A through Task F. The Draft Plan will present the results of the collision analysis and systemic evaluation, priority project locations, countermeasure matrix, and a prioritized list of projects. Consultant will meet with City staff for a web conference meeting to review staff feedback on the draft Local Roadway Safety Plan. Consultant will incorporate feedback from City staff and submit a final Local Roadway Safety Plan. City staff will take the lead on plan adoption.

Consultant has been closely following the upcoming Caltrans requirement for local agencies to have an LRSP in order to be eligible for HSIP funding. Based on their experience with the SSAR program, involvement in the LRSP program in Washington, and national safety leadership, Consultant have identified what types of reporting requirements Caltrans may impose for LRSPs. At no cost to the City, Consultant will coordinate with Caltrans throughout this project to discuss the upcoming reporting requirements and to best ensure that the final report is in alignment with them.

Task G Deliverables:

- a. Draft Local Roadway Safety Plan
- b. Meeting agenda and minutes for web meeting to review the draft plan
- c. Final Local Roadway Safety Plan

Task H. Stakeholder and Community Engagement (Optional)

Based on FHWA resources for developing LRSPs, stakeholder and community engagement are identified as important elements in an LRSP. These resources recommend involving stakeholders to address not just engineering solutions, but to involve education, enforcement, and emergency services (the 4 E's) in the development and implementation of the plan. Community outreach is also a valuable component in developing a plan that is equitable, that supplements data with observations of those who travel the city each day and prioritizes investments in a way that aligns with community, stakeholder, elected official, and City goals. Based on the upcoming LRSP reporting requirements by Caltrans, and the goals of the City, Consultant can include stakeholder and/or community engagement as an optional task.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

Tasks	Project Manager	Principal in Charge	Staff Engineer	GIS Analyst	Graphics	Admin	Labor Hours	Direct Labor Costs	Labor Overhead	Fee	Direct Costs	Total
	\$51.44	\$88.46	\$36.54	\$38.94	\$42.79	\$41.35						
Task A - Project Management									171.91%	10.00%		
Task A.1 - Scope of Work Finalization	2	2	0	0	0	2	6	\$362.50	\$623.17	\$98.57	\$50.00	\$1,134.24
Task A.2 - Project Kick-Off	10	8	0	0	0	2	20	\$1,304.78	\$2,243.05	\$354.78	\$200.00	\$4,102.61
Task A.3 - Ongoing Project Management	16	8	0	0	0	12	36	\$2,026.92	\$3,484.48	\$551.14	\$300.00	\$6,362.54
Task B - Data Collection												
Task B.1 - Collision Database	4	1	16	16	0	5	42	\$1,708.65	\$2,937.34	\$464.80	\$260.00	\$5,370.59
Task B.2 - Contextual and Roadway Data	8	2	24	32	0	8	74	\$3,042.28	\$5,229.98	\$827.23	\$5,400.00	\$14,499.49
Task C - Collision Analysis												
Task C - Collision Analysis	16	4	24	20	2	8	74	\$3,249.02	\$5,585.39	\$883.44	\$490.00	\$10,207.85
Task D - Systemic Evaluation												
Task D - Systemic Evaluation	16	4	8	40	2	9	79	\$3,484.53	\$5,990.26	\$947.48	\$520.00	\$10,942.26
Task E - Prioritized Project Locations												
Task E - Prioritized Project Locations	6	2	12	2	2	3	27	\$1,211.55	\$2,082.78	\$329.43	\$180.00	\$3,803.76
Task F - Countermeasure Selection												
Task F.1 - Countermeasure Research	2	1	8	0	2	2	15	\$651.94	\$1,120.75	\$177.27	\$100.00	\$2,049.96
Task F.1 - Match Countermeasures/Priority Locations	8	4	24	0	10	6	52	\$2,318.32	\$3,985.42	\$630.37	\$350.00	\$7,284.12
Task G - Draft and Final Report												
Task G - Draft and Final Report	20	8	40	4	16	11	99	\$4,493.33	\$7,724.48	\$1,221.78	\$670.00	\$14,109.59
Total for all Tasks	108	44	156	114	34	68	524	\$23,853.82	\$41,007.10	\$6,486.09	\$8,520.00	\$79,867.01

Notes:

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee

All other direct and subconsultant expenses are billed with 10% handling fee

Other direct costs such as computer, communications, and reproduction charges are billed as a percentage of labor

Rates and staff are subject to change at any time, without notice, and within the total budget shown

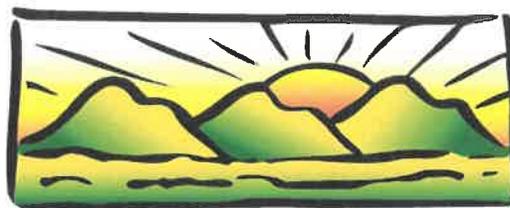
Direct costs for Task B.2 include \$2,500 for Ecopia Tech, \$1,000 for Inrix, and \$1,000 for 24-hour roadway counts

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

T a s k	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task A - Project Management										
Task A.1 - Scope of Work Finalization										
Task A.2 - Project Kick-Off										
Task A.3 - Ongoing Project Management										
Task B - Data Collection										
Task B.1 - Collision Database										
Task B.2 - Contextual and Roadway Data										
Task C - Collision Analysis										
Task C - Collision Analysis										
Task D - Systemic Evaluation										
Task D - Systemic Evaluation										
Task E - Prioritized Project Locations										
Task E - Prioritized Project Locations										
Task F - Countermeasure Selection										
Task F.1 - Countermeasure Research										
Task F.2 - Match Countermeasures to Priority Locations										
Task G - Draft and Final Report										
Task G - Draft and Final Report										



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

KING CITY

**LOCAL ROAD SAFETY PLAN
REQUEST FOR PROPOSALS**

DUE DATE: 5:00 P.M. THURSDAY, JULY 18, 2019

I. PURPOSE

The City of King is soliciting proposals from qualified traffic engineering consultants to prepare a Local Road Safety Plan, which will be funded from a Systemic Safety Analysis Report Program (SSARP) grant the City has received approval for from Caltrans. In general, the City is interested in professional services to assist in evaluating the City's intersections, crosswalks and stop signs; identifying priority intersections for more detailed analysis; and then developing recommendations for safety improvements. The City does not have a high accident history, but few improvements or modifications have been made for many years. Therefore, the intent of the project is to provide an updated analysis and design of intersections to increase public safety.

II. BACKGROUND

The City of King is located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The estimated population of King City is 14,880 as of 2018. King City serves as a gateway and access point for nearby Pinnacles National Park, Monterey County wine region, a thriving agricultural area, and an area rich in history made famous by the writings of John Steinbeck.

King City's circulation system includes Highway 101 on and offramps at First Street, Canal Street and Broadway Street. There is one signalized intersection of Broadway Street and San Antonio Road at the vicinity of the Broadway Street northbound on and off ramp. The majority of intersections have 4-way stops, 2-way stops or no stops. The primary arterial and collector streets include First Street, Broadway Street, San Antonio Drive, Division Street, River Drive, Canal Street, Bitterwater Road, Airport Drive, Amhurst Drive, Bedford Avenue, Broadway Circle, Ellis Street, Lonoak Road, Mildred Avenue, Pear Street, Third Street/Spreckels Road, Willow Street, and Metz Road.

III. FORMAT

Submittals shall include the following information:

- A. A description of the Consultant's experience, particularly development and design of other streetscape projects.
- B. A list of key staff that are proposed to work on the project, along with resumes for each individual. Include the same for any subconsultants proposed, if any.
- C. A list of professional references, including the contact name, phone number and e-mail address.

- D. A brief description of the proposed strategy and process proposed to complete the Scope of Work as set forth in Section IV. Include a list of specific deliverables, as well as recommended deviations from the proposed Scope of Work.
- E. In a separate envelope marked as "COST PROPOSAL," include a cost proposal, providing costs for each task and identifying the hours and hourly rates proposed for each staff person. Cost proposals will only be considered after qualification of firms submitting proposals is completed.

IV. SCOPE OF WORK

The following is a recommended basic scope of work for the study. However, the City is interested in submittals to include any recommendations from the Consultant to modify, redesign, and/or add to the Scope of Work to best meet the goals established by the City based on the Consultant's experience and expertise.

A. Project Scope Finalization, Project Kick-off and Project Management

1. Scope of Work Finalization

Consultant will develop a project work plan to guide the project process. Work plan will focus on the logistics of successful project completion, and it will include a scope of work, budget, and schedule with key product delivery dates.

Deliverables:

- Project work plan with project scope of work, budget, schedule, and product delivery dates based on City comments at the kick-off meeting

2. Project Kick-Off

Consultant will attend a one-hour project kick-off meeting with key City staff to initiate the project. The meeting will set the tone and direction for the effort. At this meeting, we will discuss a draft scope of work and budget, as well as determine immediate next steps for the project.

Deliverables:

- a. Draft scope of work and budget
- b. Attendance at one-hour kick-off meeting

3. Ongoing Project Management

Consultant will conduct bi-weekly phone calls with the City team to provide updates on work activity and milestones and to discuss upcoming deliverables and outreach activities. Submit monthly written progress reports and invoices.

Deliverables:

- a. Ongoing project management, consisting of oversight of scope, schedule adherence, and quality control.
- b. Bi-weekly phone calls with City team and provision of meeting minutes
- c. Monthly invoices and progress reports

B. Analyze Summary Data to Identify Focus/Priority Areas

Consultant will research and review collision data, focusing on serious and fatal collisions, to identify preliminary priority areas in King City based on the frequency of collisions historically. These priorities could be based on geography and/or categories (e.g. pedestrian collisions or distracted driving) depending on observed trends. Identifying priority areas. This will serve as the basis for Task C.

Deliverables:

List of up to 10 proposed priority areas

C. Analyze Individual Fatal/Serious Crashes to Identify Risk

1. Collision Database

Consultant will compile available crash data for the City of King. Map collision data in GIS. The collision database will be in GIS format, with each collision record coded to a unique location. This dataset will be joined with contextual data proposed in Task 2, such as roadway speeds, ADT, functional class, number of travel lanes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses (e.g. business districts, regional growth centers, and mixed use centers), which will need to be manually entered.

Deliverables:

Citywide collision database in GIS format

2. Citywide Inspection and Assessment

Consultant shall conduct a physical assessment of the City's streets to identify any intersections, stop signs, and/or crosswalks that appear to have been placed inconsistent with standard traffic engineering safety practices.

Deliverables:

List of identified locations where existing intersection and crosswalk locations appear to be inconsistent with standard and/or best practices.

3. Potential Risk Factors

Consultant will use the City collision data developed under Tasks 1 and 2 to analyze the priority collision areas/categories in greater detail, looking for Citywide trends. Specifically, investigate the traits of the parties involved, collision types (e.g., rear-end, broadside), preceding movements, unsafe behaviors, and other contributing factors like time of day, weather, or alcohol influence. Also, investigate trends in contextual variables (i.e. risk factors) such as roadway speeds, ADT, functional class, number of travel lanes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses. They will assess how these variables may affect the safety of roadway users, with a focus on pedestrians and cyclists.

While it is preferable to match risk factors to quantitative data (e.g. ADT, speed, number of lanes), the city may not have data for all the risk factors. Therefore, identify qualitative data for those risk factors lacking quantitative data. For example, if King City does not have pedestrian volume data, the Consultant may tag volumes as high, medium, or low in a given location. Alternately, curve radius can be designated as good, fair, or poor.

Deliverables:

Cleaned Excel database of fatal and severe collisions in the priority areas that includes potential risk factors and traits of the parties involved

D. Select Most Common Risk Factor List

Consultant will build on Task 2.2 by identifying common safety risk factors and summarizing the results in a concise technical memorandum.

Deliverables:

1. Concise technical memorandum outlining risk factors frequently observed
2. One-hour phone call with City staff to review findings

E. Analyze Roadway Network for Presence of Risk Factors

1. Consultant will analyze the City's roadway network to determine where the common risk factors are present. Perform this analysis on a corridor by corridor basis and flag high-risk roadways as those with the greatest number of risk factors. This serves to identify those locations/corridors with high collision potential.

Deliverables:

- a. Map in GIS/PDF formats showing high-risk locations
- b. Excel table showing high-risk locations

F. Create Prioritized List of Roadway Sections

Task E helps focus the City's safety interventions on a subset of high risk/high-collision corridors. Consultant, in conjunction with City staff, will identify up to **ten** priority project locations consisting of hot spots, sub-corridors, or small zones. Include a mix of small and large project types, as well as locations.

Consultant shall present a draft of up to ten priority project locations and the considerations that went into selecting them in one-hour phone call with City staff. The meeting will focus on assisting the City to finalize the set of priority project locations. Consultant shall provide an agenda and materials in advance of the meeting.

Deliverables:

- a. Map of up to 10 priority project locations. One round of revisions based on consolidated City comments

- b. One-hour phone call with City staff to review the map and priority project locations

G. Identify Countermeasures to Address Prioritized Locations

1. Countermeasure Research

Consultant will investigate effective safety countermeasures, strategies, and practices to reduce the number and severity of roadway collisions for all modes.

Deliverables:

Countermeasure research to inform identification of a set of applicable engineering interventions and policies/programs.

2. Engineering Interventions

Based on the findings from our counter measures investigation, consultant will develop a targeted list of potential engineering safety countermeasures for the City to consider for implementation. City staff will provide guidance on selecting up to **twenty** countermeasures from the list that would be most viable in the local context, based on countermeasure feasibility, demonstrated collision reduction factors, cost, and other factors we can assist the City in developing.

Deliverables:

Assist City in selecting up to 20 engineering safety countermeasures.
One round of revisions based on consolidated City comments

3. Match Countermeasures to Priority Locations

Consultant will pair countermeasures selected in 2 with priority locations identified in Task F in an Excel spreadsheet matrix. The matrix will identify the collision types for which each countermeasure is shown to be effective through industry research and best practice. City staff will provide input on the draft pairings. The matrix will serve as a tool to link the risk factors to countermeasures and define location-specific projects or programmatic policies/programs.

This matrix will help illustrate the connection between identified deficiencies and corresponding opportunities (i.e., countermeasures) in the City's transportation network. Consultant will present a draft matrix in an in-person, one-hour meeting with City

staff. The meeting will focus on refining the matrix pairings for the local context.

Deliverables:

- a. Excel spreadsheet matrix pairing priority locations with potential countermeasures. One round of revisions based on consolidated City comments
- b. One-hour, in-person meeting with City staff to review draft matrix

H. Draft and Final Report

Consultant will develop a draft Local Road Safety Plan based on the findings from the work conducted under Task A through Task G. The Draft Plan will present identified existing safety conditions, collision patterns, priority project locations, and a prioritized list of projects. Consultant will meet with City staff in an in-person, two-hour meeting to review staff feedback on the draft Local Road Safety Plan. Consultant will provide the draft plan in advance of the meeting. We will incorporate feedback received from City staff into a final Local Road Safety Plan. City staff will take the lead on plan adoption.

Deliverables:

1. Draft Local Road Safety Plan
2. Two-hour, in-person meeting with City staff to review the draft
3. Final Local Road Safety Plan, based on one round of revisions from consolidated City comment

V. SUBMITTAL

Submit three copies of the proposal by 5:00 p.m. on Thursday, July 18, 2019 to:

Steven Adams
City Manager
King City
212 South Vanderhurst Avenue
King City, CA 93930

Please direct any questions to Steven Adams at 831-386-5925.

VI. SELECTION PROCESS

A City staff review committee shall evaluate each proposal and qualify those that meet the experience and qualifications required. The committee then shall evaluate qualified firms based on selection criteria and may request interviews with selected finalists. The City staff review committee will provide a recommendation to the City Council, who will make the final selection decision.

VII. SELECTION CRITERIA

Proposals will be evaluated based upon the following criteria:

1. Experience and qualifications of the firm;
2. Level of effectiveness, thoroughness and professionalism of the proposed scope of work methodology;
3. Cost; and
4. Overall ability of proposal to meet the City's needs.

VIII. RFP SCHEDULE

The following schedule is anticipated:

Proposals Due:	July 18, 2019
Potential Interviews if Necessary:	Week of July 29, 2019
Committee Recommendation:	Week of August 5, 2019
Council Approval:	August 13, 2019
Execute Contract:	August 16, 2019
Begin Work	August 26, 2019

IX. INDEMNITY AND INSURANCE PROVISIONS

The following minimum indemnity and insurance provisions will be required. Additional requirements may be requested by the City Attorney when the contract is drafted. Include in the proposal any additional indemnity and insurance provisions that are proposed to be provided.

- A. Company acknowledges and agrees to indemnify, protect, defend and hold harmless, the City and its managers, officers, directors, attorneys, members, employees, agents, contractors, consultants, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the Request for Proposal or the Project; (2) the processing, approval or denial

of the Request for Proposal or the Project; (3) any appeals or challenges by third parties relating to the Request for Proposal or the Project, approval or denial and any actions taking in furtherance of the Request for Proposal or the Project; (4) any appeals, challenges, claims or litigation by third parties relating to rates, fees or costs associated with the Request for Proposal or the Project; (5) any environmental document(s) or mitigation plan(s) relating to the Project; (5) any breach by Company in the performance in a timely manner of any obligation on its part to be performed under this Agreement; or (6) any acts, omissions or negligence of Company or any person or entity claiming through or under the Company, or Company's managers, officers, directors, attorneys, members, employees, agents, contractors, consultants, or partners. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against the City litigated and/or reduced to judgment. In case any action or proceeding is brought against the City by reason of any of the foregoing matters, Company upon notice from the City shall defend the same at Company's expense by counsel reasonably satisfactory to the City and the City shall cooperate with Company in such defense. The City need not have first paid any such claim in order to be so indemnified. In addition, the City may require Company to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Company or its counsel.

- B. Company's obligations to defend, indemnify and hold harmless the City, its officials, officers and employees, consultants, representatives, agents and attorneys under the provisions of this paragraph shall include, but not be limited to, the cost of preparation of any administrative record by City, staff time, copying costs, courts costs, the costs of any judgments or awards against the City for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge by any third party related to the Request for Proposal or the Project, and the costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of said suit or challenge related to the Request for Proposal or the Project.
- C. 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:
 - 1. 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 \$2,000,000.00 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.

2. 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.
3. 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.
4. 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.
5. Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".
6. 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.

- D. 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.
- E. 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.

Proposal to Prepare a

Local Road Safety Plan

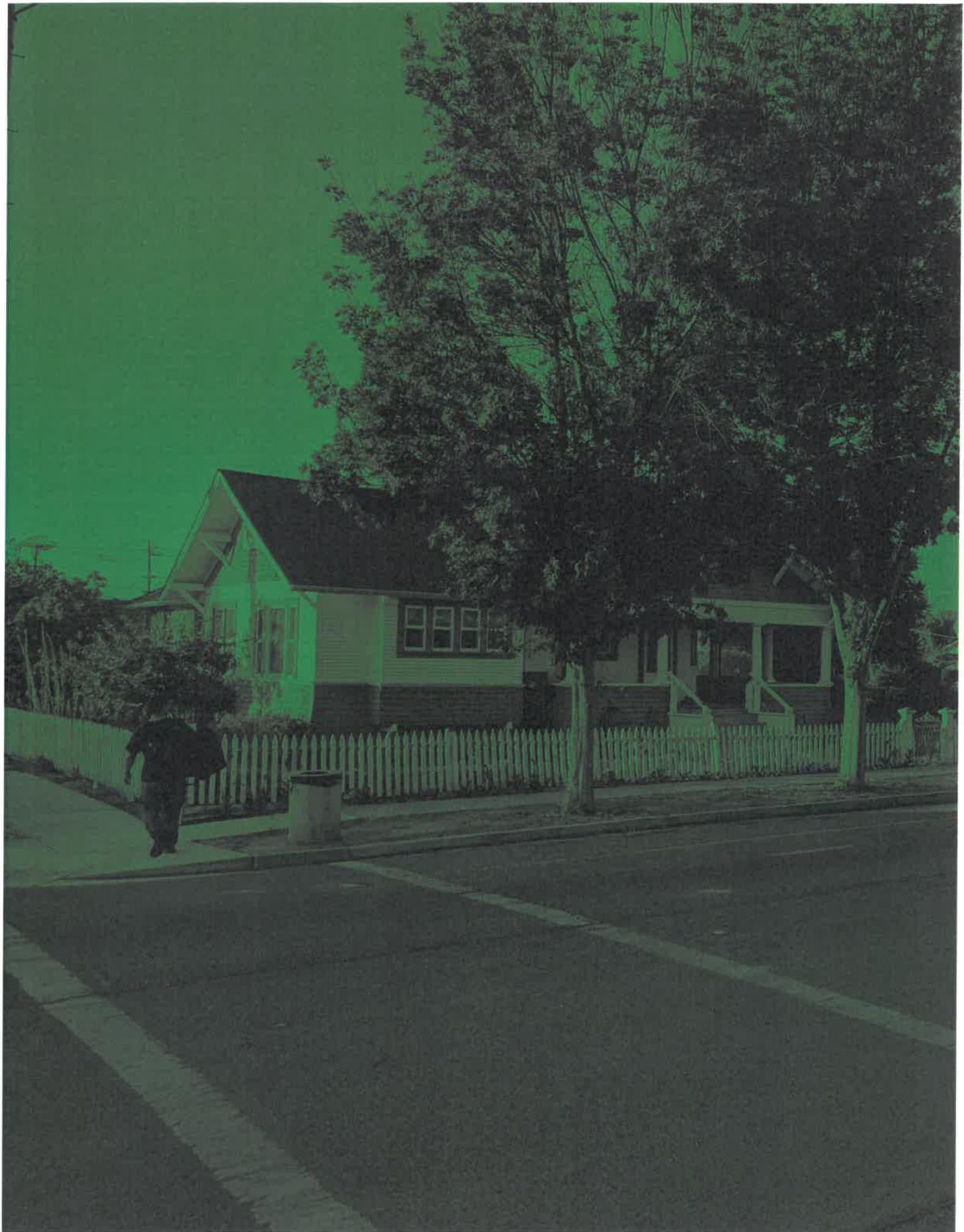
July 18, 2019

PREPARED FOR:



PREPARED BY:

FEHR & PEERS





July 18, 2019

Steven Adams
City Manager
King City
212 South Vanderhurst Avenue
King City, CA 93930

Subject: Proposal to Prepare a Local Road Safety Plan

Dear Mr. Adams:

This is a very exciting time for King City, as you have the opportunity to both make a meaningful difference in safety in King City, while being an early adopter of the LRSP process and leading the way for many other California cities and Caltrans as this new approach to safety rolls out statewide. We would be honored to partner with you on both fronts, and feel we are uniquely qualified to do so for the following reasons:

- > **Data-driven, systemic safety approach** – Our staff have been trained by FHWA in the LRSP process and are leading efforts in California and beyond to support the transition to a more data-driven, systemic approach to safety. Especially in a city with fortunately-few reported severe and fatal collisions, proactive safety planning and systemic, context-based implementations is a critical approach to achieve a meaningful improvement in safety.
- > **Feasible, fundable, locally-derived projects** – While we thrive on analytics and the objective selection of countermeasures based on benefit-cost analysis, we also recognize that for projects to be built – and make a difference in safety – they must reflect community values, address the critical safety needs from both the data and also anecdotes, and position well for competitive funding. We have a strong track record of supporting our clients from the earliest planning stage all the way through grant writing, near-term quick build implementation, long-term design and construction support, and project evaluation.
- > **Innovative and trail-blazing orientation** – Fehr & Peers is proud to serve as a trusted advisor to many of our clients as they move into new areas of data, analytics, design, and policy. Our proposed scope suggests using new technology via Ecopia Tech to efficiently obtain a base inventory of pedestrian and bicycle infrastructure in King City. In our experience, the more robust the base layer, the more refined our contextual analysis can be for systemic typology identification and countermeasure matching. We also propose (at no cost to the City) collaborating with Caltrans to determine how this LRSP process in King City can be conveyed as a model for other cities as the LRSP becomes a Highway Safety Improvement Program (HSIP) eligibility requirement.

Our proposed project manager, **Ben Fuller, PE, RSP**, is a founding member and key leader of Fehr & Peers' Multi-modal Safety Initiative and is one of the first professionals in North America to obtain the new Road Safety Professional certification. Ben is currently managing similar safety analysis and design projects, including the Systemic Safety Analysis Report (SSAR) for Modesto, the Vision Zero Action Plan for Contra Costa County, and the Multi-modal Safety and Operations Corridor Study for Railroad Avenue in Pittsburg. He brings the critical blend of safety efficacy knowledge, operations analysis skills, and design and implementation experience.

Meghan Mitman, AICP, will serve as the project's Principal-in-Charge. Meghan's qualifications include principal oversight roles on the award-winning Vision Zero efforts in San Francisco and Los Angeles, recent project management of the Orange County SSAR, development of the hot spot and systemic pedestrian safety monitoring programs (and associated statewide trainings) for Caltrans, and development of the forthcoming

Strategic Agenda for Pedestrian and Bicycle Safety at Caltrans. She is a member of the TRB Pedestrian Committee, a national FHWA pedestrian and bicycle planning and design instructor, and serves as the Vice Chair of ITE's Safety Council and Vision Zero Steering Committee.

Rounding out our team is David Wasserman, one of our company's GIS and new/big-data experts, who will oversee data collection and analysis, as well as the critical "bite size and graphic-heavy" communication of the analysis findings. David recently served as the lead data analyst on the Tacoma LRSP, the Bellevue Vision Zero Action Plan, and the Sunnyvale SSAR and Vision Zero Plan. Ashlee Takushi, a junior engineer and nearby-Cal Poly SLO alum, will be tasked with the operations, concept design, and report development for this project. She and Ben are currently working on the Modesto SSAR, where they have the same roles as proposed for King City.

We hope this proposal illustrates our interest in this project, strong qualifications to successfully execute it, and commitment to improving communities through critical safety work. Please contact Ben or Meghan at (925) 930-7100 should you have any questions or would like to discuss our submission further.

Sincerely,

FEHR & PEERS



Meghan Mitman, AICP
Principal



Ben Fuller, PE, RSP
Senior Transportation Engineer

Proposal to Prepare a

Local Road Safety Plan

Prepared for



Prepared by

FEHR & PEERS

July 18, 2019

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Our mission is to empower every employee to develop effective and innovative transportation solutions that improve communities.

Firm Overview & Experience

About Fehr & Peers

Fehr & Peers is a multi-modal transportation planning and engineering firm. We leverage the latest research and innovative technology to engage and improve communities through our projects, using our knowledge to develop implementable plans and policy that address the needs of all transportation system users.

We are passionate about transportation because we know how solid planning and innovative transportation solutions can benefit the communities where we live and work. As a full-service multi-modal transportation planning and engineering firm, Fehr & Peers offers clients insight and expertise with all matters relating to transportation, including land use and transportation planning, multimodal operations and simulation, bicycle and pedestrian planning, and much more. Our deep bench of internal expertise provides a full suite of in-house services for each project we work on. We are nationally recognized experts who focus on our employees, our clients, and our communities.

Industry Leaders in Transportation Safety

Fehr & Peers is an industry leader in developing strategic transportation safety plans that are based on comprehensive collision analysis, application of proven countermeasures, prioritization of key projects and proactive solutions, and engineering design for effective implementation and funding success. Through our successful grant writing, we have helped agencies win over 50 grant funding pursuits totaling awards of over \$180 million. With over \$50 million in Northern California alone, these funds are helping the communities we serve implement transportation projects that enhance pedestrian, bicycle, and traffic safety.

Through our recent work in San Francisco, Los Angeles, and Sacramento, we have led robust, data-driven efforts to identify the leading causes of traffic injuries and match efficient and cost-effective engineering countermeasures to address the safety challenges. We also facilitated scenario planning processes with multi-agency stakeholders to develop a prioritized list of safety projects.

Technical Capability

Fehr & Peers staff have authored numerous industry guides and articles related to multimodal safety, and our proposed team members have worked on many safety projects, including Vision Zero plans, SSAR projects, local safety assessments, plans, and projects, including:

Project	Safety Study	Complete Streets Planning/Design	Grant-Focused	Community Engagement
Contra Costa County Vision Zero Plan	X	X	X	X
Modesto SSAR	X		X	X
OCTA SSAR	X	X	X	
Marin County SSAR	X	X	X	
Alameda County SSAR	X		X	
San Francisco Vision Zero and SSAR	X	X		X
LA Vision Zero	X	X	X	X
Vision Zero Sacramento	X	X	X	X
Vision Zero Sunnyvale	X	X		X
Sunnyvale SSAR	X	X	X	X
California Pedestrian and Bicycle Safety Assessments Programs	X	X	X	
Yellow Brick Road Planning & PS&E		X	X	X
San Pablo Avenue Planning & PS&E		X	X	X
Stockton Bicycle Master Plan	X	X	X	X
Madera Active Transportation Plan	X	X	X	X
Contra Costa Transportation Authority Active Transportation Plan	X	X	X	X
Safer Taylor Street	X	X		X

Fehr & Peers' Commitment

Our clients hire us because of our commitment to being the best at what we do. What does this mean for Fehr & Peers?

- > Investing in our culture to attract the best and the brightest.
- > Investing in a robust, self-funded research program, enabling us to develop new tools, analytical methods, and to advance the state of the practice.
- > Investing in providing the best service to our clients, surveying every client to assess satisfaction and to identify areas for improvement.

Our
2018
Client
Survey
Results

99% of those said we met or exceeded expectations

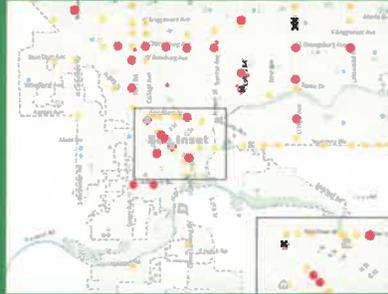
98%
in Value
in Quality
in Service

Relevant Project Experience

Fehr & Peers local and safety planning experiences is exemplified by the following projects:



Tacoma Local Road Safety Plan



Modesto SSAR



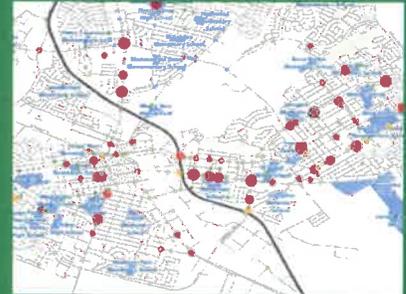
Caltrans Pedestrian Safety Leadership



SR 68 Bicycle & Pedestrian Corridor Study



Salinas Valley Express Bus Study



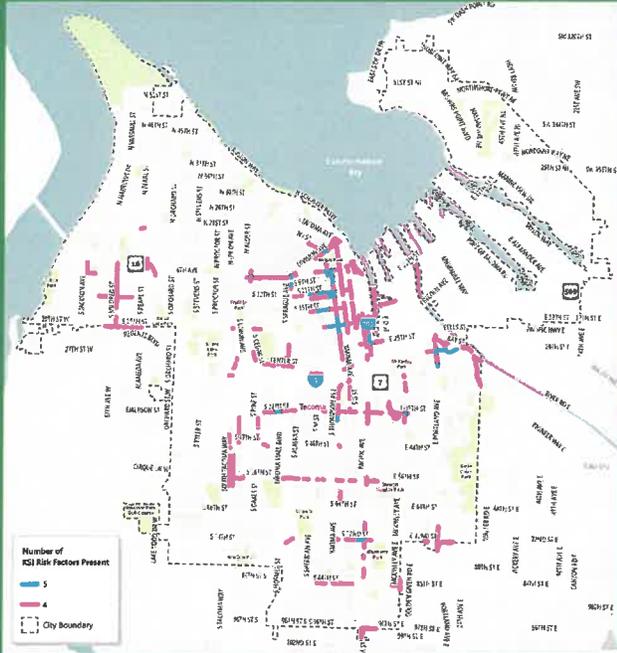
Salinas Crosswalk Policy Guideline Development

Additional Relevant Experience

Experience from the Client Side

Walnut Creek On-Call Traffic Engineer Staff Augmentation

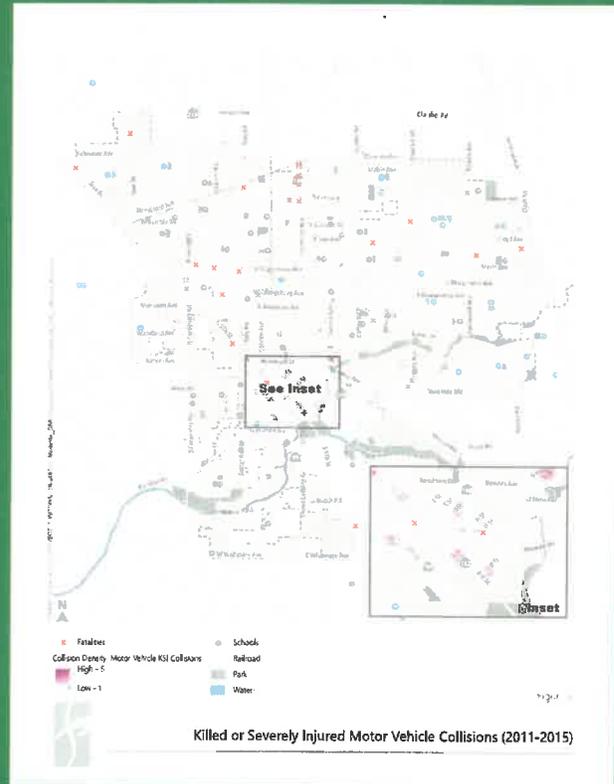
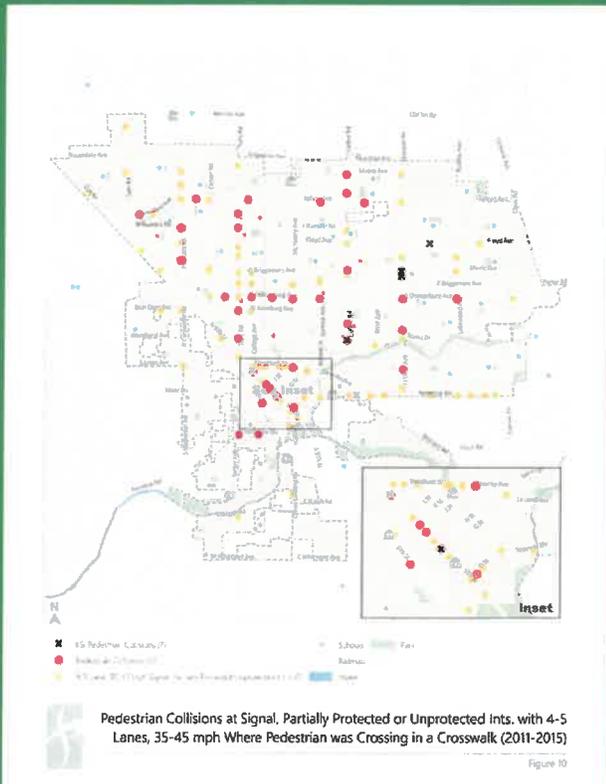
Fehr & Peers is providing traffic engineering support services to the City of Walnut Creek to help smooth the transition between City Traffic Engineers. Ben Fuller spends a few hours a week at the City to support and help improve upon several City programs. He addresses a number of the Municipal Service Requests (MSRs) the City receives, which generally includes addressing concerns with crosswalk safety, traffic calming, intersection control, and sight distance. As part of the MSR program, Ben identifies improvements where appropriate, including cost-effective quick-build improvements that can be implemented by City maintenance staff. Fehr & Peers staff have also supported the City in managing their Crossroads collision database, and in executing and identifying improvements to their Intersection Sight Distance program, which involves identifying and notifying properties with vegetation overgrowth that restricts safe intersection sight distance.



Tacoma Local Road Safety Plan

Fehr & Peers developed a Local Road Safety Plan (LRSP) for the City of Tacoma, WA. The plan identifies priority safety improvement projects based on high-risk roadway features that are correlated with severe collision types. The systemic safety approach goes beyond spot treatments where previous collisions have occurred by identifying locations that will potentially have severe collisions in the future. The projects included in the plan positioned the City to develop applications for 2018 HSIP funding, and the plan itself is an initial step for the City toward developing a Vision Zero plan.





Modesto Systemic Safety Analysis Report

Fehr & Peers is working with the City of Modesto to develop a citywide systemic safety study that is funded by the Caltrans Systemic Safety Analysis Report Program (SSARP). The purpose of the study is to develop a plan to address the City's most prevalent severe injury and fatal collision trends for all modes of travel. As part of the study, Fehr & Peers evaluated a five year collision history, identified locations with collision hot spots, and developed systemic collision profiles. The systemic collision profiles were developed through a data-driven approach of connecting collision and infrastructure characteristics, which relied on building a robust GIS dataset of key citywide transportation infrastructure attributes.

Fehr & Peers developed a countermeasure toolbox of engineering interventions to address the collision trends at identified hot spot locations and to address the systemic collision profiles. A prioritized list of safety improvement projects will be developed to position the City for success in funding and implementation. Throughout this process, the project team met with key stakeholders, as well as hosted public outreach events, to better understand key safety concerns in the City.



Caltrans Pedestrian Safety Leadership

Through our contract with Caltrans to develop a Smart Mobility Framework for California, Fehr & Peers was tasked with three pedestrian safety and training projects:

INVESTIGATION LISTS AND MONITORING PROGRAMS

We worked with UC Berkeley SafeTREC to develop two investigation lists and monitoring programs for Caltrans' local districts. One focuses on hot spot, reactive locations, following the conventional safety approach to retrofitting infrastructure where collisions have been occurring. The second, new process, created a list of systemic locations for each district. These are pedestrian safety focus areas that are contextually similar to locations that have experienced collisions, but that have not yet had a high collision frequency. This is a more proactive approach to safety and is in line with Federal guidance and Vision Zero best practices.

PEDESTRIAN SAFETY TRAINING COURSE

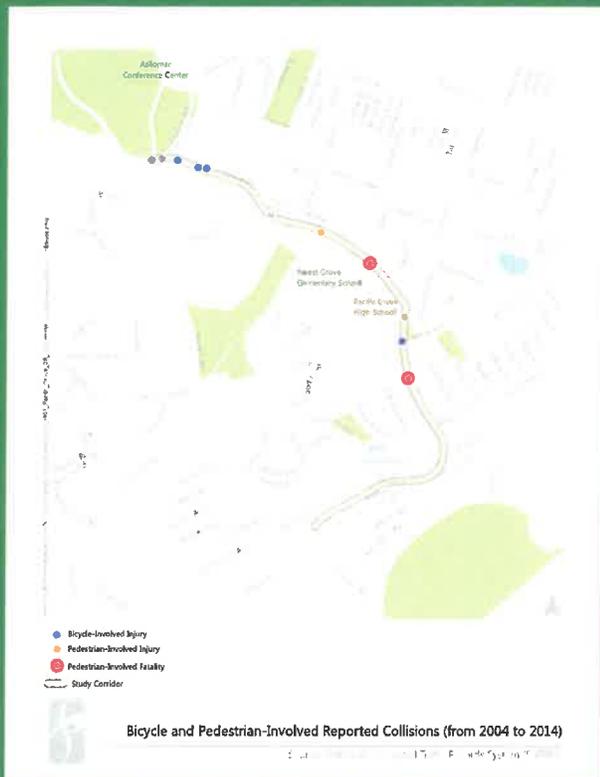
To roll out the two monitoring programs, we developed a two-day pedestrian safety training course. The course material drew from national and state pedestrian safety training resources, as well as Fehr

& Peers' internal pedestrian 101 and 201 courses. The courses were highly customized to Caltrans, including all key references for each countermeasure in Caltrans design and traffic control standards. With 40-50 students in each class, we taught three versions of the class to offer statewide coverage for Caltrans' staff. We also videotaped the full course. In addition to lecture material focused on countermeasure selection and efficacy, the courses featured hands on activities in small group break outs and a culminating walking audit tour of local facilities with city and Caltrans' staff.

COUNTERMEASURE TOOLBOX DEVELOPMENT

Finally, we developed a countermeasure toolbox and quick reference guide to accompany the monitoring programs and training course. Professionally designed in In Design with custom logos for each countermeasure, the toolbox was refined to fit the Caltrans context and be fully updated with the latest techniques and guidance.

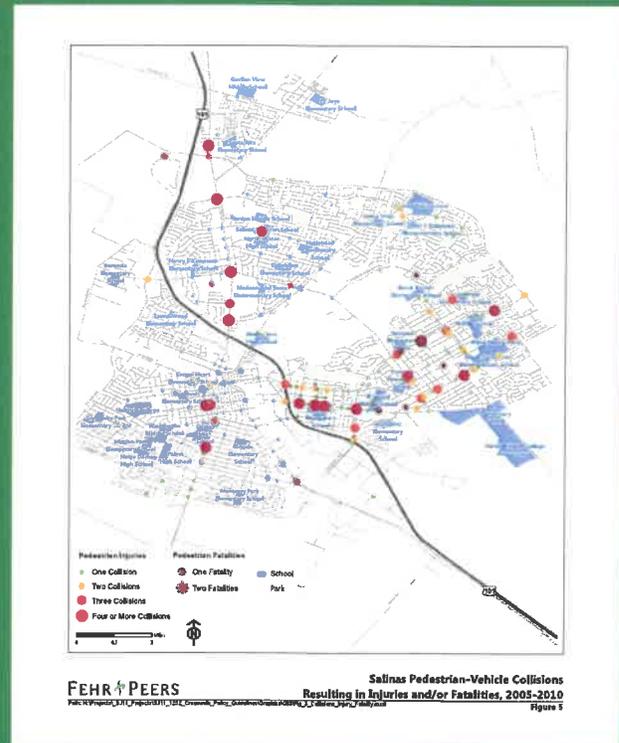
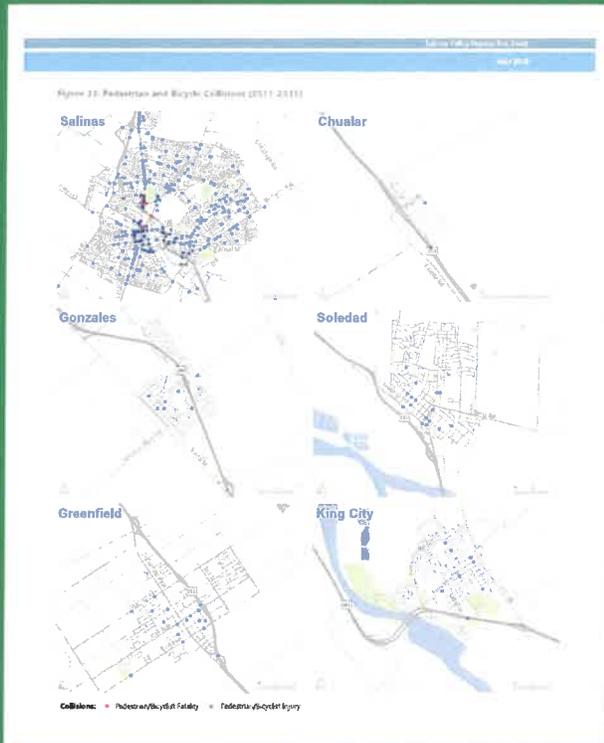
Qualifications



SR 68 Bicycle & Pedestrian Corridor Study

The purpose of the Pacific Grove State Route 68 Corridor Study was to identify projects that could improve bicycle and pedestrian safety and access along the Highway 68 Corridor through Pacific Grove. The corridor study featured an assessment of existing opportunities and constraints, conceptual roadway designs, and cost estimates which were used to facilitate subsequent design, environmental review and construction of improvements.

Community outreach was an important component of the planning process. The project team gathered input from a diverse range of stakeholders, which was primarily accomplished through public workshops, meetings with stakeholder groups and presentations to the City Council.



Salinas Valley Express Bus Study

Fehr & Peers led the Salinas Valley Express Bus Study on behalf of Monterey-Salinas Transit (MST). The study evaluated the express bus service along the US-101 corridor between King City and Salinas. Fehr & Peers analyzed current ridership on Line 23 and performed a travel market analysis of potential transit opportunity areas using Streetlight data. The study included an extensive public outreach process with pop-up events, paper and web-based surveys, and meetings with cities and stakeholder groups. Collision data and demographics data were also reviewed as a component of this study to assist with bus stop selection, route prioritization, and first-mile/last-mile access considerations.

Crosswalk Policy Guideline Development (Salinas, CA)

Fehr & Peers developed and presented crosswalk policy guidelines. These guidelines covered crosswalks in general, including mid-block crosswalks and crosswalks at controlled and uncontrolled intersections. The guidelines included considerations for both where and how to mark crosswalks. The team also developed a toolbox of elements to improve crosswalk visibility and safety, such as in-street signage, lighted crosswalks, advance stop bars, pedestrian scrambles and countdown signals.

Staffing

Proposed Key Personnel

Meghan Mitman, AICP (Principal-in-Charge)

Meghan is a Principal with over 17 years of experience and the current Operations Manager for Fehr & Peers' Walnut Creek office. She specializes in active transportation planning and safety, and has provided her expertise on the Vision Zero plans for both leading edge efforts Los Angeles and San Francisco, and many cities since. Meghan co-authored the multi-award winning California Pedestrian Safety and Bicycle Safety Assessments Technical Guidebooks, and she teaches as a national instructor for the FHWA's pedestrian and bicycle planning, safety, and design courses. Meghan has served on numerous national research panels and advisory committees, and has published various articles focusing on crosswalk behavior, safety, and countermeasures. She was the lead author for the ITE Recommended Practice on Accommodating Pedestrians and Bicyclists at Interchanges. Meghan is the current vice chair of the ITE Safety Council, the immediate past chair of the ITE Complete Streets Council, and a member of the TRB Pedestrians Committee.

Ben Fuller, PE, RSP (Project Manager)

Ben is a transportation engineer with seven years of industry experience, who specializes in safety planning, complete streets and traffic engineering design, and traffic operations analysis. Ben is passionate about balancing the often-conflicting needs of mobility and safety, and is well suited to provide clients with advice and recommendations backed by research, data, and analysis through his intimate knowledge of traffic operations and design, safety best practices, and data innovations. His extensive background in safety planning and analysis includes Highway Safety Manual applications (including network screening and predictive collision analysis), systemic safety analysis, FHWA safety programs and resources, Vision Zero studies, pedestrian crossing evaluations, complete streets designs, and statewide safety planning. His leadership in the Fehr & Peers' Multi-modal Safety Initiative and accomplishment of becoming certified in the inaugural class of Road Safety Professionals are key examples of his commitment to being at the forefront of safety best practices and innovations.

David Wasserman (GIS Analyst & Planner)

David is a mission-driven transportation planner working at the intersection of urban informatics, 3D visualization, geospatial analytics, and visual storytelling. David joined Fehr & Peers in 2015, after working for ESRI on the CityEngine Solutions Team. He has experience working on multimodal transportation plans, bicycle master plans, vision zero plans, systemic safety studies, and python tool development. He is passionate about applying computer science and spatial analysis to help facilitate the creation of safe, accessible, and sustainable communities.

Ashlee Takushi (Project Planner/Engineer)

Ashlee joined Fehr & Peers after completing her college education at California Polytechnic State University, San Luis Obispo. She’s drawn to transportation engineering because of the potential to improve communities by understanding their local goals and needs, while offering new ideas that have been successfully implemented in other regions by similar community types. Since joining Fehr & Peers, Ashlee has worked on a variety of projects, gaining experience and interest in transportation impact analyses, pedestrian planning and design, and citywide safety planning. She is committed to working closely with local agencies to develop community driven solutions that improve safety for all users.

References

Sandeep Sandhu
Associate Engineer
City of Modesto
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E: ssandhu@modestogov.com

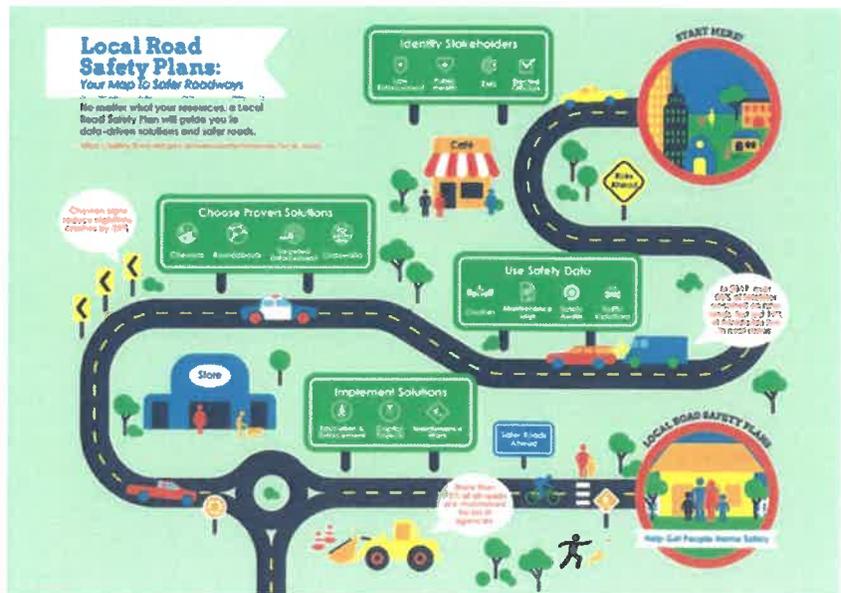
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Associate Traffic Engineer
City of Walnut Creek
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E: boardman@walnut-creek.org

Ann Mahaney, Senior
Transportation Planner
Caltrans, Office of Special
Projects
T: (916) 653-4097
E: ann.mahaney@dot.ca.gov

Project Approach and Scope of Work

Project Understanding

Fehr & Peers staff had the privilege of attending a Local Road Safety Peer Exchange Workshop that was hosted by Caltrans in Sacramento a few months ago. We were there because we have been leading Systemic Safety Analysis Report (SSAR) and Vision Zero efforts statewide, and training local jurisdictions how to successfully navigate and secure competitive Highway Safety Improvement Program (HSIP) funding. We were the only consulting firm invited to attend the two-day summit. The core focus of that Peer Exchange was data-driven safety analysis (DDSA), and the resources and best practices available for cities to shift their safety efforts from reactive (and political) safety responses to proactive, objective, effective, and accountable systemic safety interventions. The Local Road Safety Plan (LRSP), championed by FHWA, was presented as a core task that cities should undertake as they move into DDSA. Caltrans has since determined that LRSPs will be required in future cycles for HSIP eligibility.



LRSP roadmap handout from FHWA at the Peer Exchange workshop

We enjoyed the opportunity to get to know staff from King City at that peer exchange and are impressed with the commitment to robust and meaningful safety work the City is now showing to obtain funding for and pursue an LRSP so quickly. This offers the dual benefit of near-term safety planning and project development for King City and a leadership/advisor role statewide for the City, should that be of interest. Many other jurisdictions will look to this Plan as an early foray into this new state requirement.

Not only is data-driven safety assessment (DDSA) and the LRSP national best practice, this approach is uniquely appropriate for the King City context. While King City does not have as many reported pedestrian and bicycle-involved collisions as other South County cities, collision data alone does not offer a complete picture of the safety landscape in King City. Other factors affecting safety and (often closely associated) active transportation mode split may include the demographic profile of the City (where some travelers may be reluctant to report collision involvement, leading to underreporting); near-miss collisions that have fortunately (to this point) not resulted in injuries, but likely could; and perceived safety concerns that may keep pedestrian and bicycle volumes low (for those who have that option) because of discomfort with walking and bicycling in certain areas of town.

The LRSP process offers an opportunity to learn from all of these angles – the collision hot spot data itself, perceived safety issue feedback, and contextual patterns in hot spot data that may be similar systemically – to develop and prioritize a list of meaningful and grant-competitive safety projects for King City. It also sets up a process for collaboration, transparency, and accountability that can last beyond this effort.



Fehr & Peers' has been collaborating with MST to evaluate Express Bus service along the US101 corridor, which has included analysis of King City.

Scope of Work

Based on our experience delivering similar safety planning studies and engineering documents, we have amended the base scope of work in the RFP to align with our experience in successful delivery of safety plans. We believe our proposed scope of work addresses the goals and tasks described in the RFP. It also presents processes we believe can better streamline tasks (such as innovative data collection) so that we can focus our time on quality control and a deeper evaluation. Based on our understanding on what an LRSP should include and what we think Caltrans may require in their upcoming LRSP reporting requirements, we have also identified additional optional tasks the City may consider. The following presents the tasks for our proposed scope of work.

Task A. Project Management

Task A.1. Scope of Work Finalization

Fehr & Peers will develop a project work plan to guide the project process. The project work plan will include the scope of work, budget, and schedule. The schedule in the project work plan will identify target dates for any potential in-person meetings, as well as delivery dates for project deliverables.

Task A Deliverables:

- a. Project work plan with project scope of work, budget, and schedule with key dates identified for meetings and deliverables. We will revise the project work plan based on City comments at the kick-off meeting.

Task A.2. Project Kick-Off

Fehr & Peers will attend a one-hour in-person project kick-off meeting with key City staff to initiate the project. At this meeting, we will discuss the project work plan, as well as determine immediate next steps for the project. The meeting will provide an opportunity to discuss project goals and communication protocols throughout the project.

Task A Deliverables:

- a. Meeting Minutes for the project kick-off meeting.

Task A.3. Ongoing Project Management

Fehr & Peers will conduct bi-weekly phone calls with the City team to provide updates on work activity and milestones, and to discuss upcoming deliverables and outreach activities. As part of this task, we will also submit monthly written progress reports and invoices.

Task A Deliverables:

- a. Meeting minutes for the bi-weekly phone calls
- b. Monthly invoices and progress reports

Task B. Data Collection

Task B.1. Collision Database

Fehr & Peers will build a collision database for the most recent five years of available collision data from SWITRS and TIMS. The SWITRS database, which includes property damage only collisions, will be used for describing citywide collision trends. Since SWITRS records do not have coordinates associated with the collision records, we will use collision data from the TIMS database to map collisions in GIS format, as TIMS collision data comes geocoded. While the TIMS database does not include property damage only collisions, we understand that the focus of this study is to address severe and fatal collisions. Therefore, the TIMS dataset will be appropriate for identifying hot spot locations and for identifying potential risk factors.

Task B Deliverables:

- a. Excel file of cleaned SWITRS collision data
 - b. GIS layers of cleaned TIMS collision data (to be merged with contextual and roadway data in Task B.2)
-

Task B.2. Contextual and Roadway Data

Fehr & Peers will build a GIS database of contextual and roadway data for the purpose of identifying potential collision risk. Due to the size of King City, several types of contextual and roadway data can be manually coded in GIS relatively quickly (such as presence of medians, skewed intersections, intersection traffic control, protected turns, and channelized turns). Other data can be more cost effectively generated through innovate data collection firms, such as Ecopia Tech and Inrix. We will retain Ecopia Tech to generate GIS layers for presence of marked crosswalks and sidewalks. We will also request Inrix speed data for roads available in their database (our cost proposal assumes up to 10 roadway miles).

Data Providers

Ecopia Tech is a data provider that uses satellite imagery alongside deep learning/computer vision algorithms to extract GIS vector features.

Inrix is a data provider that aggregates speed data from multiple sources, such as vehicle probes, loop detectors, and cellular data.

Data Collection Methods

The following table shows our proposed data collection plan for this task.

Data Feature	Collection Method
Sidewalks (Including Width)	Ecopia Tech – Computer Vision
Bike Lanes (Including Width)	Ecopia Tech – Computer Vision
Crosswalks	Ecopia Tech – Computer Vision
Number of Travel Lanes	Ecopia Tech – Computer Vision
Measured Speeds	Inrix
Posted Speed Limit	Fehr & Peers – Manually/City Provided Speed Maps
Presence of Median	Fehr & Peers – Manually
Intersection Traffic Control	Fehr & Peers – Manually
Functional Classification	Fehr & Peers – Caltrans Functional Class Database
Adjacent Land Use	Fehr & Peers – Census Data/General Plan Layers/Manually
Average Daily Traffic	Fehr & Peers – Traffic Counts/Estimations

For our cost estimate, we have assumed that we would conduct 24-hour roadway counts at up to five (5) locations for the purposes of estimating Average Daily Traffic (ADT). We would prioritize counting/estimating ADT on collector and arterial roads. We would supplement the new counts with any recent existing counts the City may already have.

Fehr & Peers will review GIS contextual and roadway files generated by Ecopia Tech and our own staff. At the conclusion of Task C, we will drive the City streets as part of our Quality Control process. We will also use this field review as an opportunity to survey the City and identify at a high level, dashboard review, any intersections, stop signs, and/or crosswalks that, may be candidates for safety improvements beyond those flagged in the data collection process.

After completing an internal review of the GIS layers, we will merge the contextual and roadway data with the collision data.

Task B Deliverables:

- a. GIS layers of contextual and roadway data
- b. GIS layers of collision data merged with the contextual and roadway data
- c. Summary of notes from our field review

Task C. Collision Analysis

Fehr & Peers will use the database developed in Task B to analyze crash trends in the City, with an emphasis on severe and fatal collisions. The collision analysis will be conducted in accordance with the FHWA Systemic Safety Project Selection Tool, which provides the following collision analysis process:

1. Select Focus Crash Types
2. Select Focus Facilities
3. Identify and Evaluate Risk Factors

For Step 1, Select Focus Crash Types, we will analyze the collision data and summarize any apparent citywide trends. We will analyze the collision data by investigating several collision attributes, which will include, but is not limited to: collision type, primary collision factor, mode involved, impairments/distractions, time of day, lighting, and weather. We will summarize the analysis and identify the top crash types in the city. We will collaborate with the City to identify the top crash types.

For Step 2, Select Focus Facilities, we will present collision data in a crash tree diagram. The crash tree will present a summary of key roadway characteristics (such as number of lanes and posted speed) for the focus crash types selected. It will be used to identify the types of facilities that experience a high proportion of the focus crash types. After identifying the types of facilities that experience a high proportion of a certain crash type, we will map in GIS where those facilities are and overlay the corresponding crash types. We will use these maps to help identify the top facilities to focus on. We will collaborate with the City to identify the top facilities to focus on.

For Step 3, Identify and Evaluate Risk Factors, we will dig deeper into the focus facilities to identify additional risk factors that may be contributing to the crashes. Risk factors could include lighting, shoulder type, intersection skew, presence of on-street parking, etc. The risk factors will be used to identify appropriate countermeasures.

Task C Deliverables :

- a. Memorandum summarizing results of crash type analysis, including identification of focus crash types, revised based on one round of consolidated City comments
- b. Memorandum presenting crash tree diagrams, GIS maps, and identification of focus facilities, revised based on one round of consolidated City comments
- c. Memorandum discussing risk factors identified for the focus facilities, revised based on one round of consolidated City comments
- d. Excel database and GIS layers developed for the collision analysis

Task D. Systemic Evaluation

Fehr & Peers will supplement the collision analysis by evaluating facilities that match the systemic profiles of collisions analyzed in Task D, even if those locations have not experienced fatal or severe injury collisions during the period evaluated. We will document the results of this task in a memorandum.

We will map the intersections in GIS by intersection control type (uncontrolled, side street stop controlled, all way stop controlled, or signalized). Using the intersection control map and our notes during our field review, we will list intersections that may benefit from change in intersection control from a safety perspective. We will also document intersections with design features that could be improved based on our notes during our field review.

We will also perform an evaluation of uncontrolled marked crosswalks in the City. We will use the Fehr & Peers Xwalk+ Tool to evaluate crosswalks in GIS. The tool uses collected data to determine recommended crosswalk design features, which is based on the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations. The data required to operate the tool includes traffic volume, number of travel lanes, presence of median, and speed. Through the Xwalk+ Tool, we will generate a list of uncontrolled marked crosswalk locations and will identify candidate improvements that could be considered.

Finally, for vulnerable road users in particular, speeding is the most important factor to proactively address. Speed is associated with an exponential increase in injury when a collision with a pedestrian or bicyclist occurs, and therefore proactively addressing locations with speeding concerns can be an essential systemic tool. To understand the extent at which speeding occurs within the City, we will compare the measured speeds from the Inrix data to the posted speeds. We will map in GIS locations where measured speeds are considerably higher than the posted speed.

Task D Deliverables:

- a. Memorandum presenting results of systemic evaluation, including maps, revised based on one round of consolidated City comments
- b. Excel database and GIS layers developed for the systemic evaluation

Task E. Prioritized Project Locations

Fehr & Peers will collaborate with City staff to identify up to ten priority project locations. Identification of priority project locations will be based on the results of collision analysis and systemic evaluation tasks. The priority project locations may include a combination of hot spot locations, corridors, and small zones. We will submit a memorandum to the City documenting a draft list of ten priority project locations. We will discuss our considerations for identifying the draft list of locations, and will include a map of their extents. We will discuss the draft project locations with the City over a phone call, and will revise the project location list based on feedback from the City. We will provide an agenda for the call and will submit meeting minutes.

Task E Deliverables:

- a. Memorandum presenting draft list and map of priority project locations, revised based on one round of consolidated City comments
- b. Meeting agenda and minutes for call to discuss priority project locations

Task F. Countermeasure Selection

Task F.1. Countermeasure Identification

Fehr & Peers will compile a preliminary set of suggested countermeasures to address the safety challenges identified in Task E. We will use our library of completed countermeasure toolboxes from various other safety planning projects completed (Modesto SSAR, for example) to efficiently tailor a countermeasure toolbox for King City.

Task F Deliverables:

- a. List and description of candidate countermeasure to inform identification of a set of applicable engineering interventions and policies/programs.

Task F.2. Match Countermeasures to Priority Locations

Fehr & Peers will pair the countermeasures from Task F.1 with the priority locations identified in Task E in an Excel matrix. The matrix will identify the collision types for which each countermeasure is shown to be effective through industry research and best practices. We will solicit input from City staff in the draft pairing. The matrix will serve as a tool to link the systemic risk factors to countermeasures and define location specific project or programmatic policies/programs. Fehr & Peers will present a draft matrix to City staff at an in-person meeting to refine the matrix pairings. With City staff coordination, we will refine the countermeasure matrix to focus on up to twenty countermeasures that would be most viable in the local context, based on countermeasure feasibility, demonstrated collision reduction factors, cost, and other factors.

Task F Deliverables:

- a. Excel spreadsheet matrix pairing priority locations with potential countermeasures, revised based on one round of consolidated City comments
- b. Meeting agenda and minutes for in-person meeting to discuss countermeasure pairings

Task G. Draft and Final Report

Fehr & Peers will develop a draft Local Roadway Safety Plan based on the findings from the work conducted from Task A through Task F. The Draft Plan will present the results of the collision analysis and systemic evaluation, priority project locations, countermeasure matrix, and a prioritized list of projects. We will meet with City staff for an web conference meeting to review staff feedback on the draft Local Roadway Safety Plan. We will incorporate feedback from City staff and submit a final Local Roadway Safety Plan. City staff will take the lead on plan adoption.

Fehr & Peers has been closely following the upcoming Caltrans requirement for local agencies to have an LRSP in order to be eligible for HSIP funding. Based on our experience with the SSAR program, involvement in the LRSP program in Washington, and national safety leadership, we have identified what types of reporting requirements Caltrans may impose for LRSPs. At no cost to the City, we will coordinate with Caltrans throughout this project to discuss the upcoming reporting requirements and to best ensure that the final report is in alignment with them.

Task G Deliverables:

- a. Draft Local Roadway Safety Plan
- b. Meeting agenda and minutes for web meeting to review the draft plan
- c. Final Local Roadway Safety Plan

Task H. Stakeholder and Community Engagement (Optional)

Based on FHWA resources for developing LRSPs, stakeholder and community engagement are identified as important elements in an LRSP. These resources recommend involving stakeholders to address not just engineering solutions, but to involve education, enforcement, and emergency services (the 4 E's) in the development and implementation of the plan. Community outreach is also a valuable component in developing a plan that is equitable, that supplements data with observations of those who travel the city each day, and prioritizes investments in a way that aligns with community, stakeholder, elected official, and City goals. Based on the upcoming LRSP reporting requirements by Caltrans, and the goals of the City, we can include stakeholder and/or community engagement as an optional task.

Proposed Project Schedule

Task	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task A - Project Management										
Task A.1 - Scope of Work Finalization	█									
Task A.2 - Project Kick-Off	█									
Task A.3 - Ongoing Project Management	█	█	█	█	█	█	█	█	█	█
Task B - Data Collection										
Task B.1 - Collision Database		█	█							
Task B.2 - Contextual and Roadway Data		█	█							
Task C - Collision Analysis										
Task C - Collision Analysis				█	█	█				
Task D - Systemic Evaluation										
Task D - Systemic Evaluation				█	█	█				
Task E - Prioritized Project Locations										
Task E - Prioritized Project Locations						█	█			
Task F - Countermeasure Selection										
Task F.1 - Countermeasure Research						█	█			
Task F.2 - Match Countermeasures to Priority Locations								█		
Task G - Draft and Final Report										
Task G - Draft and Final Report								█	█	█



Cost Proposal

Provided in a separate, sealed envelope.

Resumes



Ben Fuller PE, RSP

Senior Transportation Engineer

about

Ben is a transportation engineer with seven years of industry experience, who specializes in safety planning, complete streets and traffic engineering design, and traffic operations analysis. Ben is passionate about balancing the often conflicting needs of mobility and safety, and is well suited to provide clients with advice and recommendations backed by research, data, and analysis through his intimate knowledge of traffic operations and design, safety best practices, and data innovations.

His extensive background in safety planning and analysis includes Highway Safety Manual applications (including network screening and predictive collision analysis), systemic safety analysis, FHWA safety programs and resources, Vision Zero studies, pedestrian crossing evaluations, complete streets designs, and statewide safety planning. His leadership in the Fehr & Peers' Multi-modal Safety Initiative and accomplishment of becoming certified in the inaugural class of Road Safety Professionals are just a couple examples of his commitment to being at the forefront of safety best practices and innovations.

education

Master of Science in Transportation Engineering,
University of California Berkeley, 2012

Bachelor of Science in Civil Engineering,
University of California Irvine, 2011

registrations

Licensed Civil Engineer, State of California, #C88126

Roadway Safety Professional (RSP), Institute of
Transportation Engineers #137

project experience

Modesto SSAR (Modesto, CA)

Project Manager. Fehr & Peers is working with the City of Modesto to develop a citywide systemic safety study that is funded by the Caltrans Systemic Safety Analysis Report Program (SSARP). The purpose of the study is to develop a plan to address the City's most prevalent severe injury and fatal collision trends for all modes of travel. As part of the study, Fehr & Peers evaluated a five year collision history, identified locations with collision hot spots, and developed systemic collision profiles. The systemic collision profiles were developed through a data-driven approach of connecting collision and infrastructure characteristics, which relied on building a robust GIS dataset of key citywide transportation infrastructure attributes. Fehr & Peers developed a countermeasure toolbox of engineering interventions to address the collision trends at identified hot spot locations and to address the systemic collision profiles. A prioritized list of safety improvement projects will be developed to position the City for success in funding and implementation. Throughout this process, the project team met with key stakeholders, as well as hosted public outreach events, to better understand key safety concerns in the City.

Contra Costa County Vision Zero Plan (Contra Costa County, CA)

Project Manager. Fehr & Peers is with working with the County to develop a Vision Zero plan to focus on eliminating traffic fatalities and severe injuries in the unincorporated areas. Key elements of our work include collision database management, safety data analysis, high-injury network development, collision profile development, safety countermeasure identification, project prioritization, and implementation strategy development.

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Oregon Safety Transition Plan (Statewide, OR)

Technical Lead. Prior to Fehr & Peers, Ben helped the State of Oregon develop a transition plan to guide HSIP funding prior to the initiation of the All Roads Transportation Safety (ARTS) program. Ben applied a systemic safety approach to identify collision trends along all public roadways in the State. Based on the trends identified, he provided a recommended list of quick-build and cost-effective countermeasures for various categories of roadway facilities (urban vs. rural, intersections vs. road segments).

Walnut Creek On-Call (Walnut Creek, CA)

Augmented Staff. Fehr & Peers is providing traffic engineering support services to the City of Walnut Creek to help smooth the transition between City Traffic Engineers. As augmented staff, Ben spends a few hours a week at the City to support and help improve upon several City programs. He addresses a number of the Municipal Service Requests (MSRs) the City receives, which generally includes addressing concerns with crosswalk safety, traffic calming, intersection control, and sight distance. As part of the MSR program, he identifies improvements where appropriate, including cost-effective quick-build improvements that can be implemented by City maintenance staff. Fehr & Peers staff have also supported the City in managing their Crossroads collision database, and in executing and identifying improvements to their Intersection Sight Distance program, which involves identifying and notifying properties with vegetation overgrowth that restricts safe intersection sight distance.

City of San Francisco Comprehensive Bicycle Crash Analysis (San Francisco)

Technical Advisor. As part of this project, Fehr & Peers developed a new approach to systemic safety analysis, which allowed the team to more efficiently identify systemic safety issues for bicycle collisions in the City. The team is identifying systemic safety improvements based on this new approach to include in the City's 5-year CIP.

Hesperian Corridor Review (Alameda County, CA)

Safety Analysis Lead. Fehr & Peers was retained by Alameda County to review the Hesperian Boulevard Corridor Project incorporating Complete Street enhancements to address pedestrian and bicycle safety and manage vehicle operations. The project included review of 100 percent plans, specifications, and estimates.

As part of this project, Ben reviewed both TIMS data and local collision reports to identify collision trends along the project corridor and determine recommended countermeasures. Suggested changes were documented on the design plans with supporting memoranda.

Pleasanton Model Development (Pleasanton, CA)

Operations and Safety Analysis Leads. Fehr & Peers is currently working with the City of Pleasanton to update their travel forecasting model and associated baseline Synchro models to assess intersection operations under existing, near-term and long-term conditions. In addition, Ben performed a citywide safety evaluation of the approximately 150-intersection study area, which include Highway Safety Manual (HSM) applications to identify locations with high collision frequencies and rates. Fehr & Peers provided a memorandum documenting collision trends at the key intersections with high collision frequencies and rates, and recommended countermeasures.

Harbour Way Design and ATP Application (Richmond, CA)

Concept Design Lead. Fehr & Peers assisted the City of Richmond with synthesizing the various proposals for Harbour Way into a single cohesive concept to provide bicycle and pedestrian connections along this important two mile corridor. Fehr & Peers provided preliminary plans and outreach support, as the City prepared a Caltrans Active Transportation Program (ATP) application to secure funding for the Harbour Way project.

City of Pleasanton Bicycle and Pedestrian Improvements for I-580 & I-680 Overcrossings (Pleasanton, CA)

Peer Reviewer. Fehr & Peers was retained as a subconsultant to peer review concept plans for pedestrian and bicycle safety and access improvements for the eight interchanges in the City of Pleasanton. The project included concept designs for a full build improvement scenario, as well as a short term scenario where quick striping and signing improvements could be made.



Meghan Mitman, AICP

Principal

about

Meghan is a Principal with over 17 years of experience and the current Operations Manager for Fehr & Peers' Walnut Creek office. She specializes in active transportation planning and safety, and has provided her expertise on the Vision Zero plans for both leading edge efforts Los Angeles and San Francisco, and many cities since. Meghan co-authored the multi-award winning California Pedestrian Safety and Bicycle Safety Assessments Technical Guidebooks, and she teaches as a national instructor for the FHWA's pedestrian and bicycle planning, safety, and design courses. Meghan has served on numerous national research panels and advisory committees, and has published various articles focusing on crosswalk behavior, safety, and countermeasures. She was the lead author for the ITE Recommended Practice on Accommodating Pedestrians and Bicyclists at Interchanges. Meghan is the current vice chair of the ITE Safety Council, the immediate past chair of the ITE Complete Streets Council, and a member of the TRB Pedestrians Committee.

education

- Master of Science in Civil (Transportation) Engineering, University of California, Berkeley, 2007
- Master of City and Regional Planning, University of California, Berkeley, 2007
- Bachelor of Science in Operations Research and Financial Engineering, Princeton University, 2002

registrations

American Institute of Certified Planners (AICP) #022715

professional affiliations

- Institute of Transportation Engineers
- American Planning Association
- Women's Transportation Seminar

selected honors & awards

- ITE Coordinating Council Best Project Award, Recommended Practice on Accommodating Pedestrians and Bicyclists at Interchanges, 2017
- TRB Pedestrian Committee Best Paper Award, San Francisco Vision Zero/WalkFirst, 2015
- APA Northern California Project of Merit, SFMTA's WalkFirst Capital Projects Prioritization Outreach and Program, 2014

selected publications & presentations

- Mitman, M., L. Marcus and M. Roe (2017), "Optimizing Curb Space in a Complete Street Context," Presented at the 2017 ITE Annual Meeting.
- Mitman, M., T. Peterson and W. Wlassowsky (2016), "Policy for Accommodating and Prioritizing Pedestrians at Signalized Intersections." Presented at the 2016 TRB Annual Meeting.
- Kronenberg, C., L. Woodward, and M. Mitman (2015). "Achieving Vision Zero: A Data-Driven Investment Strategy for Eliminating Pedestrian Fatalities on a Citywide Level." Presented at the TRB 2015 Annual Meeting.

project experience

Modesto SSAR (Modesto, CA)

Meghan is overseeing this citywide systemic safety study funded by the Caltrans Systemic Safety Analysis Report Program (SSARP). The purpose of the study is to develop a plan to address the City's most prevalent severe injury and fatal collision trends for all modes of travel. As part of the study, Fehr & Peers will evaluate a five-year collision history, identify locations with collision hot spots, and develop systemic collision profiles. A prioritized list of

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safety improvement projects will be developed to position the City for success in funding and implementation.

Railroad Avenue Complete Streets Study (Pittsburg, CA)

Meghan oversaw this project to evaluate Railroad Avenue within the vicinity of the newly opened BART station to identify potential multimodal safety and access improvements. As part of this project, Fehr & Peers conducted a safety evaluation to identify any apparent safety concerns that could be addressed, which was accomplished by evaluating recent collision reports and performing a near-miss analysis. Fehr & Peers provided recommended improvements to address identified safety concerns, which were vetted through microsimulation operational analysis, and provided recommended programmatic solutions for reducing single occupant vehicle travel in the project area. Selected improvements were laid out in a conceptual plan.

Pedestrian/Bicycle Collisions: Causes and Countermeasures (Statewide, CA)

Meghan helped develop components of the Pedestrian/Bicycle Collision Causes and Countermeasures Study which the Traffic Safety Center was conducting on behalf of Caltrans. The overall project was focused on compiling data, maps, concepts, strategic approaches, etc., which Caltrans may use as a basis for updating state-level bicycle and pedestrian programs, policies, and funding mechanisms. Our tasks included developing and conducting a statewide survey to assess routine accommodations for bicyclists and pedestrians versus each jurisdiction's collision ratings. We also worked closely with a statewide advisory committee.

Caltrans Smart Mobility Framework (Statewide, CA)

Fehr & Peers is assisting Caltrans headquarters with two key tasks related to systemic pedestrian safety statewide. First, we are collaborating with Caltrans and UC Berkeley SafeTREC to identify focus lists of hot spot and proactive/systemic pedestrian safety locations for each of Caltrans' districts using SafeTREC's recently completed hot spot and systemic analysis tools. Second, we are developing a toolbox and training course, and then delivering the course, for District Safety Engineers to develop countermeasures to respond to the key safety needs of the priority locations identified for their districts. Meghan Mitman is leading this task for Fehr & Peers and will be conducting the training courses statewide.

Crosswalk Policy Guideline Development (Salinas, CA)

Meghan managed this project developing crosswalk policy guidelines, including mid-block crosswalks and crosswalks at controlled and uncontrolled intersections. The guidelines included considerations for both where and how to mark crosswalks. The team also developed a toolbox of elements to improve crosswalk visibility and safety, such as in-street signage, lighted crosswalks, advance stop bars, pedestrian scrambles and countdown signals.

SR 68 Bicycle & Pedestrian Corridor Study (Pacific Grove, CA)

Meghan is overseeing this study to identify projects that will improve bicycle and pedestrian safety and access along the Highway 68 Corridor through Pacific Grove. The corridor study will include an assessment of existing opportunities and constraints, conceptual roadway designs, and cost estimates which will be used to facilitate subsequent design, environmental review and construction of improvements.

Contra Costa County Vision Zero Plan (Contra Costa County, CA)

Fehr & Peers is working with the County to develop a Vision Zero plan to focus on eliminating traffic fatalities and severe injuries in the unincorporated areas. Key elements of our work include collision database management, safety data analysis, high-injury network development, collision profile development, safety countermeasure identification, project prioritization, and implementation strategy development.

Crosswalk Policies and Treatment Toolboxes: XWalk+

Meghan led a team to develop the XWalk+ Tool to guide the selection of candidate crosswalk treatments. The tool has a foundation in published research from the National Cooperative Highway Research Program and Federal Highway Administration, and it has been peer-reviewed by the ITE Pedestrian/Bicycle Council. She also frequently collaborates with cities to develop local-specific crosswalk policies. Meghan is serving as the nominated representative for the international consultant community on the NCHRP Project 20-05, Synthesis Topic 46-10: Application of Pedestrian Crossing Treatments panel. The synthesis study will look at the safety and operational considerations for crossing treatments to reduce pedestrian/motor vehicle crashes at intersections.



David Wasserman, AICP

Transportation Planner / Data Scientist

about

David is a mission driven transportation planner working at the intersection of urban informatics, 3D visualization, geospatial analytics, and visual storytelling. David joined Fehr & Peers in 2015, after working for ESRI on the CityEngine Solutions Team. He has experience working on multimodal transportation plans, bicycle master plans, transportation impact assessments, python tool development, data visualization, parking studies, and transit oriented development. He is passionate about applying computer science and spatial analysis towards the development of effective transportation planning solutions aimed at improving communities.

education

Masters of Urban and Regional Planning, University of Florida, 2014

Bachelors of Science in Sustainability in the Built Environment, University of Florida, 2013

affiliations

- American Planning Association

selected project experience

Seattle EV Charging Siting Study (Seattle, WA)

David served as the lead tool architect for an Electric Vehicle Charger siting model aimed at electrifying shared modes such as carshare and TNCs. David took a lead role in developing siting suitability metrics based on available literature on TNCs, carsharing, and EV charging preferences. After metric development, he led the development of a web-based EV charger siting dashboard developed to assist SDOT and other

agencies to determine which locations were high priority for EV charger installation.

Alameda Multimodal Arterial Plan (Alameda County, CA)

David worked as a GIS Lead and Planner as part of the Alameda Multimodal Arterial Plan and was in charge of developing GIS analysis scripts that evaluated Alameda County's arterials based a large array of multimodal performance measures and objectives. Along with the multimodal performance and objectives analysis, David worked as the development lead for a GIS Cross Sectional tool design to transform transportation objectives, priorities, and improvements into 3D cross-sections at scale across Alameda County's arterials that received improvements.

Countywide Bicycle Plan Update (Santa Clara County, CA)

David worked as a GIS Lead and Planner as part of the VTA's Countywide Bicycle Plan Update. During the project he led and conducted key planning analysis tasks such as a countywide level of traffic stress analysis, the development of a planned bike network database, produced estimates of the plan's implementation costs, and a regional prioritization analysis that considered safety, equity, and potential bicycle ridership.

AMBAG Sustainable Communities Strategy (Santa Cruz, San Benito & Monterey County, CA)

David acted as a project planner as part of AMBAG's Sustainable Community Strategy, which focused on how to leverage transportation investments in Monterey, San Benito, and Santa Cruz Counties to encourage more equitable and sustainable development. Based on stakeholder input, David lead a GIS based prioritization analysis across the tri-county area where equity, land use, transit accessibility, and other demographic characteristics were used to identify investment opportunity areas that would support AMBAG's Sustainable Community Strategy.

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Ashlee Takushi, EIT

Transportation Engineer/Planner

about

Ashlee joined Fehr & Peers after completing her college education at California Polytechnic State University, San Luis Obispo. She's drawn to transportation engineering because of the potential to improve communities by understanding their local goals and needs, while offering new ideas that have been successfully implemented in other regions by similar community types. Since joining Fehr & Peers, Ashlee has worked on a variety of projects, gaining experience and interest in transportation impact analyses, pedestrian planning and design, and citywide safety planning. She is committed to working closely with local agencies to develop community driven solutions that improves safety for all users.

education

Bachelor of Science, Civil Engineering, California Polytechnic State University San Luis Obispo, 2017

registrations

Engineer in Training, State of California, #165048

project experience

Modesto SSAR (Modesto, CA)

Ashlee assisted with evaluating key locations citywide to establish various countermeasures to improve safety for all users. A walking audit with City staff and various stakeholders provided Fehr & Peers with valuable insight into key safety issues the city faces and how they could tackle these obstacles from a systemic approach.

Shadelands Multi-Modal Improvement Plan (Walnut Creek, CA)

Fehr & Peers is preparing a multimodal improvement plan for the Shadelands Business Park. Ashlee assisted in creating the existing conditions report that includes analysis of the roadways, pedestrian networks, bicycle networks, transit services, parking, wayfinding signage, street lighting, and connections to parks and key off-site

destinations. The next phase of the project is a recommendations report where Ashlee will be providing conceptual designs, analysis, and alternatives evaluation to make Shadelands a safer multimodal-friendly community.

Pleasant Hill Road Complete Streets – Traffic Analysis (Pleasant Hill, CA)

Ashlee assisted with the existing conditions and roadway lighting analysis for the Pleasant Hill Road Complete Streets project. The analysis focused on improving conditions for pedestrians and bicyclists along the corridor. Ashlee used Synchro to analyze the existing conditions LOS and AGI to assess existing lighting levels and made recommendations for locations where street lighting can be improved.

John Muir Health, Walnut Creek Campus (Walnut Creek, CA)

John Muir Health is working with Fehr & Peers to evaluate their current campus, as well as future conditions. The future development includes an Outpatient Care Facility, an employee lot at 230 La Casa Via, and a realignment of the Mt. Diablo/Briones Trail. Ashlee has assisted with a parking study of the campus and has provided bicycle and pedestrian safety recommendations for the trail realignment and guidance of employees from the 230 Lot to the main campus across the street.

Saint Helena General Plan Update EIR (Napa County, CA)

Ashlee assisted with the signal optimizations, LOS analysis, and forecast validations for the Saint Helena General Plan Update. Fehr & Peers worked with Dyett & Bhatia to update the EIR to accommodate the planned growth of the City and enhance circulation for users of all transportation modes.



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Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF REVISION TO CODE ENFORCEMENT PRIORITIES

RECOMMENDATION:

It is recommended the City Council approve revisions to the City's Code Enforcement priorities.

BACKGROUND:

In March 2016, the City Council established a priority list for code enforcement activity. Due to limited staffing, most code compliance issues are enforced only on a complaint basis. In order to be more effective in addressing code enforcement related problems, it was agreed at that time to categorize issues and prioritize them so proactive enforcement would be pursued only on the top priority item. The effort for each priority involves public education, efforts to seek voluntary compliance, and then enforcement actions as a last resort to achieve compliance. Once progress is made on the highest priority, staff then moves to the next item. Along with these priorities, it was also agreed to target efforts at properties where a history of criminal activity has occurred.

In addition to prioritizing issues, cases where violations are identified are also prioritized. Staff focuses activity on only a manageable number of cases at a time in order to maximize the effectiveness of the efforts and to ensure that cases are fully completed and compliance is achieved.

Due to this effort, staff believes a significant amount of progress has been made. At this time, some revisions and update of the priority list are proposed. A staff code enforcement group meets monthly to coordinate these efforts. In addition, staff works with a code enforcement citizens' committee, which meets quarterly.

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CONSIDERATION OF REVISION TO CODE ENFORCEMENT PRIORITIES
AUGUST 13, 2019
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At their last meeting, the citizens' committee recommended the City Council approve the proposed revisions.

DISCUSSION:

The original priority list was amended in October 2018. The most recent priority list is as follows:

2018 Proposed Code Enforcement Priority List

Category	Priority
Substandard Housing	1
Vehicle Abatement	2
Businesses Operating w/o Business Licenses	3
Indoor Furniture Stored Outdoors	4
Outdoor/Sidewalk Sales	5
Garage Sales	6

The revised and updated priority list is as follows:

2019 Proposed Code Enforcement Priority List

Category	Priority
Substandard Housing	1
Indoor Furniture Stored Outdoors	2
Businesses Operating w/o Business Licenses	3
Vehicle Abatement	4
Garage Sales	5
Maintenance of Lawns	6

It is recommended that staff focus efforts on the top three priorities at this time. Substandard housing continues to be the top priority and staff is attempting to work on only a couple cases at a time since they are the most labor intensive. It is recommended that indoor furniture stored outdoors be moved up to the second priority because staff believes this item can be addressed relatively quickly through public education and proactive enforcement. Third, staff believes it is an appropriate time to step up enforcement of business licenses because it can be coordinated with the new fire inspection process.

COST ANALYSIS:

There is no projected cost impact from this item.

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ENVIRONMENTAL REVIEW:

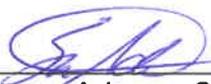
The priority list is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the priority list;
3. Do not approve any changes to the priority list; or
4. Provide staff other direction.

Submitted and Approved by: _____


Steven Adams, City Manager



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF KING CITY COMMUNITY POWER RATE SCHEDULE

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving King City Community Power (KCCP) budget and rates for FY 2019-20.

BACKGROUND:

The City launched its KCCP Community Choice Aggregation (CCA) program on July 2, 2018. The program has been successful in achieving the initial goals of providing lower rates, no-cost solar for low-income families and increased use of clean energy. Plans are also under way for the addition of future solar streetlights and potential future construction of a local solar plant and/or wind power.

Prior to launching the program, the City Council approved a rate schedule designed to provide a 3% power generation rate reduction compared to PG&E rates, which are the rates that have been in place since that time. This translates to a roughly .5% overall rate savings. Pilot Power Group, Inc., who manages the KCCP program for the City, has completed a budget and rate analysis for the upcoming year and provided recommendations for rate adjustments.

DISCUSSION:

The attached proposed rate schedule in Exhibit 1 increases the savings on power generation rates to 5% below those charged by PG&E for power generation. This matches what is being offered as a rebate by Monterey Bay Community Power. PG&E increased its generation rates by 6.4% over last year. The increase in PG&E's generation rate resulted in an overall rate increase of approximately 3.9% to KCCP customers.

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CONSIDERATION OF KING CITY COMMUNITY POWER RATE SCHEDULE
AUGUST 13, 2019
PAGE 2 OF 3**

Recommended City expenditures includes \$45,000 for solar streetlights, \$30,000 for staffing costs, \$82,500 for Grid Alternatives, Inc. low-income rooftop solar projects, and \$50,000 for renewable energy consultant services. The consultant services are proposed to be used to assist staff in preparing a Request for Proposals to solicit and select a firm or firms to partner with KCCP in developing local wind and solar power facilities. The firm(s) would design and construct the facilities. In exchange, KCCP would commit to future purchase of the power on a long-term basis.

COST ANALYSIS:

The proposed budget is presented in Exhibit 2. Forecasted headroom before any City costs is approximately \$819,000. Total City costs are proposed to be \$207,500. KCCP is projected to net approximately \$595,000 in the next fiscal year. When combined with projected excess revenue from FY 2018-19 of approximately \$80,000, the goal of a \$750,000 reserve should be achieved by FY 2020-21 and discretionary funding will increase significantly at that point.

Pilot Power Group, Inc. also provided a comparison of the forecasted versus actual for the FY 2018-2019. KCCP performed better than what had been forecasted. The main driver was that the cost of energy procurement was lower than expected by \$98,000, which was offset slightly by lower revenues than expected by \$16,000. June is still a forecasted number so these will remain estimates until the end of the month.

ENVIRONMENTAL REVIEW:

Rates are not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, this item 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 presented for Council consideration:

1. Adopt the Resolution;
2. Modify the rate recommendations or budget and adopt the Resolution;
3. Do not approve the rate adjustments or budget; or
4. Provide staff other direction.

**CITY COUNCIL
CONSIDERATION OF KING CITY COMMUNITY POWER RATE SCHEDULE
AUGUST 13, 2019
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Prepared and Approved by:  _____
Steven Adams, City Manager

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
APPROVING ADJUSTMENTS TO THE KING CITY COMMUNITY POWER
RESIDENTIAL RATE SCHEDULE**

WHEREAS, the City of King established the King City Community Power Community Choice Aggregation program to provide more cost-effective energy and related services offered to the community; and

WHEREAS, the King City Community Program was launched on July 2, 2018; and

WHEREAS, the City Council has authority over setting all rates charged by King City Community Power; and

WHEREAS, the City Council approved a King City Community Power rate structure to provide initial rates for power generation to customers 3% below the rates offered by PG&E; and

WHEREAS, an updated budget and rate analysis has been prepared by the City's contract management firm administering the King City Community Power program;

WHEREAS, the goals of the program are to provide rates lower than offered by PG&E, increase use of renewable energy sources, increase solar streetlights throughout the community, fund rooftop solar projects for low-income residents and establish and maintain a reserve of \$750,000;

WHEREAS, a recommended rate structure and budget for FY 2019-20 has been prepared that is designed to make progress in accomplishing each of these goals.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby approves a new Residential Rate Schedule for King City Community Power attached and included herein as Exhibit A, which will result in an effective increase in power generation rates of approximately 3.9% over rates charged last year to King City Community Power customers and power generation rates that are now 5% lower than PG&E instead of 3% last year.

BE IT FURTHER RESOLVED that the City Council of the City of King hereby adopts the proposed FY 2019-20 Annual Budget for King City Community Power attached and included herein as Exhibit B, which approves total projected revenues of \$3,213,135 and budgeted expenditures of \$2,618,913.

This resolution was passed and adopted this 13th day of **August 2019** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney



KING CITY COMMUNITY POWER

Residential Rates

Effective July 2019

Note: These rates only reflect Generation. Your Transmission and Distribution costs are not included and will not change based on participation

	PG&E Generation Rate	KCCP Generation Rate	PG&E Fees*
E-1 - RESIDENTIAL SERVICE			
All Usage (kWh)	\$0.11757	\$0.08393	\$0.02776
E-6 - RESIDENTIAL TIME-OF-USE SERVICE			
Summer - May 1 through October 31			
Peak (kWh)	\$0.25500	\$0.21449	\$0.02776 Mon-Fri 1:00 p.m. to 7:00 p.m.
Part-Peak (kWh)	\$0.13656	\$0.10197	\$0.02776 Mon-Fri 10:00 a.m.-1:00 p.m. + 7:00 p.m. to 9:00 p.m., Sat & Sun 5:00 p.m.-8:00 p.m.
Off-Peak (kWh)	\$0.08822	\$0.05605	\$0.02776 All other times including Holidays.
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.11506	\$0.08155	\$0.02776 Mon-Fri 5:00 p.m. to 8:00 p.m.
Off-Peak (kWh)	\$0.10177	\$0.06892	\$0.02776 All other times including Holidays.
*Schedule closed to new customers as of May 31, 2016		**Time Periods will change in 2021 & 2022	
E-TOU-A - RESIDENTIAL TIME-OF-USE SERVICE			
Summer - June 1 through September 30			
Peak (kWh)	\$0.20113	\$0.16331	\$0.02776 Mon-Fri 3:00 p.m. to 8:00 p.m.
Off-Peak (kWh)	\$0.12555	\$0.09151	\$0.02776 All other times including Holidays.
Winter - October 1 through May 31			
Peak (kWh)	\$0.11379	\$0.08034	\$0.02776 Mon-Fri 3:00 p.m. to 8:00 p.m.
Off-Peak (kWh)	\$0.09949	\$0.06676	\$0.02776 All other times including Holidays.
E-TOU-B - RESIDENTIAL TIME-OF-USE SERVICE			
Summer - June 1 through September 30			
Peak (kWh)	\$0.22302	\$0.18411	\$0.02776 Mon-Fri 4:00 p.m. to 9:00 p.m.
Off-Peak (kWh)	\$0.11996	\$0.08620	\$0.02776 All other times including Holidays.
Winter- October 1 through May 31			
Peak (kWh)	\$0.11618	\$0.08261	\$0.02776 Mon-Fri 4:00 p.m. to 9:00 p.m.
Off-Peak (kWh)	\$0.09739	\$0.06476	\$0.02776 All other times including Holidays.
E-TOU-C - RESIDENTIAL TIME-OF-USE SERVICE (PEAK PRICING 4-9p.m. EVERYDAY)			
Summer - June 1 through September 30			
Peak (kWh)	\$0.17611	\$0.13954	\$0.02776 4:00 p.m. to 9:00 p.m. all days
Off-Peak (kWh)	\$0.11267	\$0.07928	\$0.02776 All other times
Winter- October 1 through May 31			
Peak (kWh)	\$0.11965	\$0.08591	\$0.02776 4:00 p.m. to 9:00 p.m. all days
Off-Peak (kWh)	\$0.10232	\$0.06944	\$0.02776 All other times
EM - MASTER-METERED MULTIFAMILY SERVICE			
All Usage (kWh)	\$0.11757	\$0.08393	\$0.02776
ET - MOBILEHOME PARK SERVICE			
All Usage (kWh)	\$0.11757	\$0.08393	\$0.02776
EVA - RESIDENTIAL TIME-OF-USE SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS			
Summer - May 1 through October 31			
Peak (kWh)	\$0.27845	\$0.23677	\$0.02776 2:00 p.m. to 9:00 p.m. Monday through Friday. 3:00 p.m. to 7:00p.m. Saturday, Sunday and Holidays
Part-Peak (kWh)	\$0.13419	\$0.09972	\$0.02776 7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
Off-Peak (kWh)	\$0.06744	\$0.03631	\$0.02776 All other hours
Winter- November 1 through April 30			
Peak (kWh)	\$0.10405	\$0.07109	\$0.02776 2:00 p.m. to 9:00 p.m. Monday through Friday. 3:00 p.m. to 7:00p.m. Saturday, Sunday and Holidays
Part-Peak (kWh)	\$0.06501	\$0.03400	\$0.02776 7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
Off-Peak (kWh)	\$0.06984	\$0.03859	\$0.02776 All other hours



Commercial and Industrial Rates

Effective July 2019

Note: These rates only reflect Generation. Your Transmission and Distribution costs are not included and will not change based on participation

	PG&E Generation Rate	KCCP Generation Rate	PG&E Fees*
A-1 - SMALL GENERAL SERVICE NON-TIME-OF-USE SERVICE			
Summer (kWh)	\$0.13316	\$0.09879	\$0.02771 May 1 through October 31
Winter (kWh)	\$0.09303	\$0.06067	\$0.02771 November 1 through April 30
A-1-TOU - SMALL GENERAL SERVICE TIME-OF-USE SERVICE			
Summer - May 1 through October 31			
Peak (kWh)	\$0.14778	\$0.11268	\$0.02771 Mon-Fri 12:00 p.m. to 6:00 p.m.
Part-Peak (kWh)	\$0.12413	\$0.09021	\$0.02771 Mon-Fri 8:30 a.m. to 12:00 p.m. + 6:00 p.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.09677	\$0.06422	\$0.02771 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
Winter - November - 1 through April 30			
Part-Peak (kWh)	\$0.12394	\$0.09003	\$0.02771 Monday through Friday (except holidays)
Off-Peak (kWh)	\$0.10302	\$0.07016	\$0.02771 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
A-6 - SMALL GENERAL TIME-OF-USE SERVICE			
Summer - May - 1 through October 31			
Peak (kWh)	\$0.38754	\$0.34045	\$0.02771 Mon-Fri 12:00 p.m. to 6:00 p.m.
Part-Peak (kWh)	\$0.14795	\$0.11284	\$0.02771 Mon-Fri 8:30 a.m. to 12:00 p.m. + 6:00 p.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.08966	\$0.05747	\$0.02771 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
Winter - November - 1 through April 30			
Part-Peak (kWh)	\$0.11513	\$0.08166	\$0.02771 Mon-Fri 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.09763	\$0.06504	\$0.02771 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
A-10 - MEDIUM GENERAL DEMAND-METERED SERVICE NON-TIME-OF-USE			
<i>Secondary Voltage</i>			
Energy Rate by Components			
Summer (kWh)	\$0.12245	\$0.08747	\$0.02886 May 1 through October 31
Winter (kWh)	\$0.09514	\$0.06152	\$0.02886 November 1 through April 30
Demand Rate by Components			
Summer (kW)	\$5.73000	\$5.70135	May 1 through October 31
A-10 - MEDIUM GENERAL DEMAND-METERED SERVICE TIME-OF-USE			
<i>Secondary Voltage</i>			
Energy Rate by Components			
Summer - May 1 through October 31			
Peak (kWh)	\$0.17622	\$0.13855	\$0.02886 Mon-Fri 12:00 p.m. to 6:00 p.m.
Part-Peak (kWh)	\$0.12109	\$0.08618	\$0.02886 Mon-Fri (Except Holidays) 8:30 a.m. to 12:00 p.m. + 6:00 p.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.09302	\$0.05951	\$0.02886 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
Winter - November - 1 through April 30			
Part-Peak (kWh)	\$0.10514	\$0.07102	\$0.02886 Mon-Fri (Except Holidays) 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.08808	\$0.05482	\$0.02886 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
Demand Rate by Components			
Summer (kW)	\$5.73000	\$5.70135	
AG-1A - AGRICULTURAL POWER			
Energy Rate by Components			
Summer (kWh)	\$0.11312	\$0.08282	\$0.02464 May 1 through October 31
Winter (kWh)	\$0.09170	\$0.06248	\$0.02464 November 1 through April 30
Demand (Horsepower charge)			
Connected Load Summer (kW)	\$1.56000	\$1.55220	
AG-4A - TIME-OF-USE AGRICULTURAL POWER			
Energy Rate by Components			
Summer - May 1 through October 31			
Peak (kWh)	\$0.18124	\$0.14754	\$0.02464 Mon-Fri 12:00 p.m. to 6:00 p.m.
Off-Peak (kWh)	\$0.08079	\$0.05211	\$0.02464 All other times including Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.08535	\$0.05644	\$0.02464 Mon-Fri 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.07338	\$0.04507	\$0.02464 All other times including Holidays



KING CITY COMMUNITY POWER

Commercial and Industrial Rates

Effective July 2019

Note: These rates only reflect Generation. Your Transmission and Distribution costs are not included and will not change based on participation

	PG&E Generation Rate	KCCP Generation Rate	PG&E Fees*
Demand (Horsepower charge)			
Connected Load Summer (kW)	\$1.57000	\$1.56215	



KING CITY COMMUNITY POWER

Commercial and Industrial Rates

Effective July 2019

Note: These rates only reflect Generation. Your Transmission and Distribution costs are not included and will not change based on participation

	PG&E Generation Rate	KCCP Generation Rate	PG&E Fees*
AG-4B - TIME-OF-USE AGRICULTURAL POWER			
<i>Energy Rate by Components</i>			
Summer - May 1 through October 31			
Peak (kWh)	\$0.13871	\$0.10713	\$0.02464 Mon-Fri 12:00 p.m. to 6:00 p.m.
Off-Peak (kWh)	\$0.08214	\$0.05339	\$0.02464 All other times including Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.08020	\$0.05155	\$0.02464 Mon-Fri 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.06883	\$0.04075	\$0.02464 All other times including Holidays
<i>Demand Rate by Components</i>			
Summer			
Maximum Peak Demand (kW)	\$2.95000	\$2.93525	
Maximum Demand (kW)	\$2.78000	\$2.76610	
Primary Voltage Discount Summer (kW)	(\$0.69000)	(\$0.69000)	
AG-4C - TIME-OF-USE AGRICULTURAL POWER			
<i>Energy Rate by Components</i>			
Summer - May 1 through October 31			
Peak (kWh)	\$0.15939	\$0.12678	\$0.02464 Mon-Fri 12:00 p.m. to 6:00 p.m.
Part-Peak (kWh)	\$0.09175	\$0.06252	\$0.02464 Mon-Fri 8:30 a.m. to 12:00 p.m. + 6:00 p.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.06716	\$0.03916	\$0.02464 Mon-Fri 9:30 p.m. to 8:30 a.m.; All Day Sat, Sun including Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.07414	\$0.04579	\$0.02464 Mon-Fri 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.06358	\$0.03576	\$0.02464 All other times including Holidays
<i>Demand Rate by Components</i>			
Summer			
Maximum Peak Demand (kW)	\$6.86000	\$6.82570	
Maximum Part-Peak Demand (kW)	\$1.17000	\$1.16415	
Primary Voltage Discount Summer (kW)	(\$1.19000)	(\$1.19000)	
Transmission Voltage Discount Summer			
Maximum Peak Demand (kW)	(\$2.19000)	(\$2.19000)	
Maximum Part-Peak Demand (kW)	(\$0.02000)	(\$0.02000)	
AG-5A - LARGE TIME-OF-USE AGRICULTURAL POWER			
<i>Energy Rate by Components</i>			
Summer - May 1 through October 31			
Peak (kWh)	\$0.16839	\$0.13533	\$0.02464 Mon-Fri 12:00 p.m. to 6:00 p.m.
Off-Peak (kWh)	\$0.08547	\$0.05656	\$0.02464 All other times including Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.08931	\$0.06020	\$0.02464 Mon-Fri 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.07681	\$0.04833	\$0.02464 All other times including Holidays
<i>Demand (Horsepower charge)</i>			
Connected Load Summer (kW)	\$4.28000	\$4.25860	
AG-5B - LARGE TIME-OF-USE AGRICULTURAL POWER			
<i>Energy Rate by Components</i>			
Summer - May 1 through October 31			
Peak (kWh)	\$0.16554	\$0.13262	\$0.02464 Mon-Fri 12:00 p.m. to 6:00 p.m.
Off-Peak (kWh)	\$0.05788	\$0.03035	\$0.02464 All other times including Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.08032	\$0.05166	\$0.02464 Mon-Fri 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.04860	\$0.02153	\$0.02464 All other times including Holidays
<i>Demand Rate by Components</i>			
Summer			
Maximum Peak Demand (kW)	\$6.52000	\$6.48740	
Maximum Demand (kW)	\$5.21000	\$5.18395	
<i>Voltage Discounts</i>			
Summer			
Primary Maximum Demand (kW)	(\$1.63000)	(\$1.63000)	
Transmission Maximum Demand (kW)	(\$2.84000)	(\$2.84000)	



KING CITY COMMUNITY POWER

Commercial and Industrial Rates

Effective July 2019

Note: These rates only reflect Generation. Your Transmission and Distribution costs are not included and will not change based on participation

	PG&E Generation Rate	KCCP Generation Rate	PG&E Fees*
AG-5C - LARGE TIME-OF-USE AGRICULTURAL POWER			
<i>Energy Rate by Components</i>			
Summer - May 1 through October 31			
Peak (kWh)	\$0.13775	\$0.10622	\$0.02464 Mon-Fri 12:00 p.m. to 6:00 p.m.
Part-Peak (kWh)	\$0.08096	\$0.05227	\$0.02464 Mon-Fri 8:30 a.m. to 12:00 p.m. + 6:00 p.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.05982	\$0.03219	\$0.02464 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.06615	\$0.03820	\$0.02464 Mon-Fri 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.05654	\$0.02907	\$0.02464 All other times including Holidays
<i>Demand Rate by Components</i>			
Summer			
Maximum Peak Demand (kW)	\$12.09000	\$12.02955	
Maximum Part-Peak Demand (kW)	\$2.27000	\$2.25865	
<i>Voltage Discounts</i>			
Summer			
Primary Maximum Peak Demand (kW)	(\$2.49000)	(\$2.49000)	
Transmission Maximum Peak Demand (kW)	(\$4.66000)	(\$4.66000)	
E-19 - MEDIUM GENERAL DEMAND-METERED TOU SERVICE			
<i>Secondary Voltage</i>			
<i>Energy Rate by Components</i>			
Summer - May 1 through October 31			
Peak (kWh)	\$0.14756	\$0.11294	\$0.02724 Mon-Fri 12:00 p.m. to 6:00 p.m.
Part-Peak (kWh)	\$0.09995	\$0.06771	\$0.02724 Mon-Fri (Except Holidays) 8:30 a.m. to 12:00 p.m. + 6:00 p.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.06841	\$0.03775	\$0.02724 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.09342	\$0.06151	\$0.02724 Mon-Fri (Except Holidays) 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.07624	\$0.04519	\$0.02724 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
<i>Demand Rate by Components</i>			
Summer			
Maximum Peak Demand (kW)	\$14.85000	\$14.77575	
Maximum Part-Peak Demand (kW)	\$3.67000	\$3.65165	
E-19 - MEDIUM GENERAL DEMAND-METERED TOU SERVICE (OPTION R - SOLAR)			
<i>Secondary Voltage</i>			
<i>Energy Rate by Components</i>			
Summer - May 1 through October 31			
Peak (kWh)	\$0.33294	\$0.28905	\$0.02724 Mon-Fri 12:00 p.m. to 6:00 p.m.
Part-Peak (kWh)	\$0.16510	\$0.12961	\$0.02724 Mon-Fri (Except Holidays) 8:30 a.m. to 12:00 p.m. + 6:00 p.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.09769	\$0.06557	\$0.02724 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.12186	\$0.08853	\$0.02724 Mon-Fri (Except Holidays) 8:30 a.m. to 9:30 p.m.
Off-Peak (kWh)	\$0.10525	\$0.07275	\$0.02724 Mon-Fri 9:30 p.m. to 8:30 a.m., All Day Sat-Sun + Holidays
LS-1 - PG&E-OWNED STREET AND HIGHWAY LIGHTING			
All Usage (kWh)	\$0.09373	\$0.06524	\$0.02380
LS-2 - CUSTOMER-OWNED STREET AND HIGHWAY LIGHTING			
All Usage (kWh)	\$0.09373	\$0.06524	\$0.02380
LS-3 - CUSTOMER-OWNED STREET AND HIGHWAY LIGHTING ELECTROLIER METER RATE			
All Usage (kWh)	\$0.09373	\$0.06524	\$0.02380
OL-1 - OUTDOOR AREA LIGHTING SERVICE			
All Usage (kWh)	\$0.09373	\$0.06524	\$0.02380
TC-1 - TRAFFIC CONTROL SERVICE			
All Usage (kWh)	\$0.10455	\$0.07174	\$0.02758



KING CITY

COMMUNITY POWER

Fiscal Year	Forecast	Actual	Delta	Forecast	Actual	Delta
	2018-2019			2019-2020		
Customer Accounts	3399	3257		3257		
Customer Opt-out Rate	10.6%	14.3%				
Total KCCP Revenues	\$2,712,640	\$2,696,549	(\$16,091)	\$3,213,135		
<i>On Peak</i>						
<i>Off Peak</i>						
Power Supply Costs						
System Energy	\$184,012	\$280,458	\$96,446	\$41,581		
Hedged Energy	\$1,194,230	\$1,233,708	\$39,478	\$1,369,438		
Renewable Energy	\$154,585	\$127,214	(\$27,371)	\$172,964		
Resource Adequacy	\$301,006	\$310,860	\$9,854	\$317,628		
CAISO Charges	\$203,250	\$1,000	(\$202,250)	\$195,120		
IOU Services Charges	\$31,013	\$16,534	(\$14,479)	\$14,439		
Power Supply Sub-Total	\$2,068,096	\$1,969,774	(\$98,322)	\$2,111,169		
Pilot and EDMS Fees						
Professional Services	\$200,000	\$200,001	\$1	\$200,000		
Data Management and Call Center	\$46,627	\$45,391	(\$1,236)	\$44,878		
PPG Interest Charges	\$35,779	\$38,433	\$2,654	\$21,823		
PGE LC Interest Charges	\$19,223	\$19,223	\$0	\$15,277		
Fees and Notices	\$0	\$2,914	\$2,914	\$1,000		
Operating Sub-Total	\$301,629	\$305,962	\$4,333	\$282,978		
Headroom before City Programs	\$342,915	\$420,813	\$77,898	\$818,987		
King City Fees and Programs						
King City Fees	\$38,056	\$60,000	\$21,944	\$30,000		
Renewable Project				\$50,000		
Streetlights	\$0	\$0	\$0	\$45,000		
Grid Alternatives	\$30,000	\$5,900	(\$24,100)	\$82,500		
City Programs	\$68,056	\$65,900	(\$2,156)	\$207,500		
Headroom before Bad Debt	\$274,859	\$354,913	\$80,054	\$611,487		
Bad Debt Reserve	\$13,563	\$13,483	(\$80)	\$16,066		
Bank Fees	\$2,049	\$2,049	\$0	\$1,200		
Customer Refunds	\$0	\$456	\$456	\$0		
Monthly Available Net Income	259,247	338,925	\$79,678	\$594,222		



Item No. 11 (B)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 13, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF STATE RAIL ASSISTANCE GRANT AGREEMENT WITH THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS

RECOMMENDATION:

It is recommended that the City Council: 1) approve an Agreement with the San Luis Obispo Council of Governments (SLOCOG) to implement a State Rail Assistance (SRA) Grant for pre-construction work on a rail platform project; and 2) authorize the City Manager to execute the Agreement with SLOCOG and serve as the authorized agent on behalf of the City.

BACKGROUND:

On January 15, 2019, the City Council adopted a Resolution that authorized the submittal of an SRA Grant requesting pre-construction funding for a temporary rail platform as part of the multimodal transit center (MMTC). On March 6, 2019, the City was notified the State awarded the \$1,471,470 grant. SLOCOG acts as the facilitating agency for the Coast Rail Coordinating Council (CRCC). The CRCC includes membership of transportation agencies between Los Angeles/San Diego and the San Francisco Bay Area along the Coast Rail Corridor.

SLOCOG is the regional entity that will facilitate the distribution of the grant funds. As part of receiving the grant funds, the City and SLOCOG must enter into an Agreement. SLOCOG will take the Agreement to their Board on August 7, 2019.

**CITY COUNCIL
CONSIDERATION OF STATE RAIL ASSISTANCE GRANT AGREEMENT WITH THE
SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
AUGUST 13, 2019
PAGE 2 OF 3**

DISCUSSION:

SB 1 created the SRA Program by directing a portion of new revenue specifically to rail and commuter rail. The City was awarded grant funding to conduct pre-construction design of a temporary railroad platform, obtain design approval, and produce the construction drawings, special provisions, and construction cost estimate required for the construction documents. The deliverables include:

- Design for the King City Interim Station Platform;
- Final Estimate, Schedule and Funding Plan for construction; and
- Service and Operations Agreements (drafts) with UPRR and Amtrak for platform use.

The Terms and Conditions of the Agreement require that SLOCOG and the City comply with the SRA Program requirements. Some of the requirements include a process for implementing the grant, retaining records and providing status reports.

ENVIRONMENTAL REVIEW:

Entering into the SLOCOG Agreement will not have a potential for resulting in either a direct or indirect adverse physical change in the environment and is not a "project" under CEQA Guidelines 15378. Therefore, no further review is required by CEQA.

COST ANALYSIS:

There are no anticipated fiscal impacts from the recommended action other than the staff time involved in completing the project. There are no matching funds required for the grant.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Authorize the City Manager to sign the Agreement with SLOCOG; or
2. Direct staff to make modifications to the Agreements and bring back at a later date after discussions with SLOCOG; or
3. Do not authorize entering into the Agreement; or
4. Provide other direction to staff.

Exhibits:

Exhibit 1: SLOCOG Agreement

**CITY COUNCIL
CONSIDERATION OF STATE RAIL ASSISTANCE GRANT AGREEMENT WITH THE
SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
AUGUST 13, 2019
PAGE 3 OF 3**

Submitted by:



Doreen Liberto, AICP, Community Development Director

Approved by:



Steven Adams, City Manager

San Luis Obispo Council of Governments
GRANT AGREEMENT

Grant Number
SRA 2019-3

1. GRANT TITLE King City Rail Passenger Platform	
2. NAME OF RECIPIENT AGENCY (GRANTEE) King City, California	3. Grant Period From: 05/01/2019 To: 12/31/2021
4 AGENCY TO ADMINISTER GRANT San Luis Obispo Council of Governments (SLOCOG)	
5. GRANT DESCRIPTION The award provides funding for the engineering, design and pre-construction activities needed for a passenger rail station platform in King City, for use on the Coast Starlight Route.	
6. State Funds Allocated Under This Agreement Shall Not Exceed: \$1,471,470.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of this Agreement. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. APPROVAL SIGNATURES	
A. AUTHORIZING OFFICIAL OF RECIPIENT AGENCY	B. AUTHORIZING OFFICIAL OF SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
NAME: Steve Adams PHONE: (831) 385-3281	NAME: Peter Rodgers PHONE: (805) 781-4219
TITLE: City Manager	TITLE: Executive Director
ADDRESS: 212 South Vanderhurst Avenue, King City, CA 93930	ADDRESS: 1114 Marsh St. San Luis Obispo, CA 93401
EMAIL: sadams@kingcity.com	EMAIL: prodgers@slocog.org
_____	_____
(Signature) (Date)	(Signature) (Date)

9. ACCOUNTING OFFICER, SAN LUIS OBISPO COUNCIL OF GOVERNMENTS NAME: Robert Cone ADDRESS: 1114 Marsh St. San Luis Obispo, CA 93401						
10. PROJECTED EXPENDITURES Public Utility Code §99312.3						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	AUTHORIZED EXPENDITURES
Public Transportation Fund	NA	0521-601-0046	2017	86/2017	2017	\$1,471,470.00
					AGREEMENT TOTAL	\$1,471,470.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	\$1,471,470.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds are available for the period and purpose of the expenditure stated above.</i>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$0
ACCOUNTING OFFICER'S SIGNATURE <input type="checkbox"/> _____			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		

TERMS AND CONDITIONS

1. BACKGROUND

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 provides increased funding to maintain and improve California's transportation system. SB 1 directs funding specifically to commuter rail and intercity rail through Public Utility Code §99312.3 which continuously appropriates the revenue received from a 0.5 percent sales tax on diesel fuel to State Rail Assistance. State Rail Assistance (SRA) projects benefit the public by improving rail service and maximizing the quality of the rail service in California, promoting connectivity, improving integration of intercity rail service, and efforts that have the greatest potential to grow rail ridership.

2. PROJECT DESCRIPTION:

Engineering, design and pre-construction activities for a new interim rail passenger platform in King City on the Union Pacific Rail Road's (UPRR) Coast Subdivision. This project provides benefits as an investment in additional local stops on the Coast Route for immediate use by the long-distance Coast Starlight and longer-term use by intercity trains between Goleta and Gilroy. The City of King is leading a longer-term project to construct a new rail station and passenger platform and on City-owned land adjacent to the rail corridor.

3. DELIVERABLES

Deliverables include;

- a) Design for the King City Interim Station Platform.
- b) Final Estimate, Schedule and Funding Plan for construction.
- c) Service and Operations Agreements (drafts) with UPRR and Amtrak for platform use.

Evidence of Deliverables completion to be verified through ongoing reporting (Section 4 below), or upon request by SLOCOG

4. FUNDING & REIMBURSEMENT

SRA FUNDING AMOUNT \$1,471,470.00, TOTAL PROJECT AMOUNT, \$1,471,470.00

The Grantee agrees to account for all costs for the PROJECT to be reimbursed quarterly by SLOCOG pursuant to this Agreement and agrees to perform all the reimbursable work for the project according to the CalSTA quarterly payment schedule plus 30 days. *[I will include this payment schedule as a separate attachment when I know CalSTA's quarterly schedule.]*

After the opening of bids, the Grantee shall notify SLOCOG of any cost overruns or underruns to the original cost estimate.

- a) If less funding than what was programmed is required for the PROJECT, the cost savings will be made available for reprogramming by SLOCOG and CalSTA.
- b) If more funding than what was programmed is required for the PROJECT, the Grantee will be solely responsible for providing the additional funding.

King City may submit an invoice for reimbursement of funds expended for the PROJECT no more than once per quarter, using the attached Reimbursement Request Form (Exhibit A). All invoices must contain the following:

- a) PROJECT number and name.
- b) A brief description of work accomplished during the billing period.
- c) A copy of the consultant's bill to King City (if applicable).

- d) Amount expended by King City during the billing period, with evidence of funds expended (e.g. copies checks to consultant or accounting documentation, etc.).
- e) Amount requested for reimbursement for the billing period.

Funds authorized under this agreement will be distributed on a quarterly basis by SLOCOG in accordance with Public Utility Code §99312.3 and the Transportation Planning and Development Account. SLOCOG agrees to reimburse the Grantee within 30 days of receipt of a completed reimbursement request form (Exhibit A) with all applicable attachments and signatures or as funds become available, an amount expended by King City during the invoices' billing period. SLOCOG's total cost obligation shall not exceed the amount awarded (*see Item 6 of Grant Agreement*).

The Grantee is responsible for the implementation of the project consistent with the funding plan submitted with the allocation request and ensuring all matching requirements are met. The Grantee is responsible for ensuring funds are only applied to approved expenditures in accordance with the guidelines.

5. PROJECT ADMINISTRATION:

The Grantee shall comply with the State Rail Assistance Guidelines (October 13, 2017).

The Grantee certifies that the required environmental documentation was complete before expending an allocation of SRA funds on construction. The Grantee assures that project complies with Public Resources Code §21100 and §21150.

The Grantee certifies that a dedicated bank account for SRA funds only will be established within 30 days of receipt of SRA funds.

The Grantee certifies that when SRA funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.

The Grantee certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.

The Grantee certifies that they will notify CalSTA of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.

Any interest the Grantee earns on SRA funds must be used only on approved SRA projects.

The Grantee shall notify CalSTA within 60 days of any changes to the approved project with a Corrective Action Plan (CAP) subject to approval and acceptance by CalSTA.

Funds must be encumbered and liquidated within the time allowed under this agreement.

The Grantee shall be responsible for complete performance of the work described in this award. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Government Code, and other applicable statutes and regulations. Failure to complete the funded work could require repayment of any or all funds, plus any interest earned, as determined by CalSTA.

6. REPORTING

The Grantee shall comply with the Reporting Obligations defined in the SRA Guidelines.

The Grantee is required to provide a Semi-Annual Progress Report on the activities and progress of this grant to ensure activities are performed timely, within approved scope and cost, and are achieving the intended purpose for which they are to be utilized. The Grantee must provide completed and signed progress reports every six months that covers information accrued from July 1st to December 31st and January 1st to June 30th. The reports will be due by February 15th and August 15th of each year the Grant Period, until the approved

project is completed, and the final project report has been filed.

Final Project Report shall be completed once the project has been completed. The Grantee must notify CalSTA by email or letter and submit a final project report within six months of completion. Please note, once an agency has received all SRA funding for a particular project, the project must be fully expended within four years.

Corrective Action Plans shall be submitted to CalSTA for approval for any changes to the originally approved scope, schedule, or costs of the approved Allocation Request or the SRA Award.

Agencies, with delinquent reports will NOT receive further State Rail Assistance allocations until CalSTA has received reports. The Grantee is responsible for submitting these reports to SLOCOG, and SLOCOG will submit them to CalSTA.

7. RECORD RETENTION

The Grantee agrees and assures that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. All accounting records and other supporting papers of the Grantee, its contractors and subcontractors connected with SRA funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report, and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Grantee, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Grantee pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Grantee's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Grantee's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Grantee shall furnish copies thereof if requested.

The Grantee, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

8. SPECIAL SITUATIONS

The State may terminate the grant for any reason at any time if it is determined by the State, that there has been a violation of any State or federal law or policy by the Grantee during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated, the Grantee may be required to fully or partially repay funds.

The State may perform an audit and/or request detailed project information of the project sponsor's SRA funded projects at CalSTA' discretion at any time prior to the completion of the SRA funded project.

Under extraordinary circumstances, The Grantee may terminate a project prior to completion. In the event the Grantee terminates a project prior to completion, the Grantee must (1) contact CalSTA in writing and after receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

9. OTHER PROVISIONS

All obligations of State under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement.

All obligations of the Grantee under the terms of this Agreement are subject to authorization and allocation of resources by the Grantee.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care imposed by law.

Neither State nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by the Grantee under or in connection with any work, authority, or jurisdiction delegated to the Grantee under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the Grantee shall fully defend, indemnify, and save harmless the State of California, its officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Grantee under or in connection with any work, authority, or jurisdiction delegated to the Grantee under this Agreement.

Neither the Grantee nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by State under or in connection with any work, authority, or jurisdiction delegated to State under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, State shall fully defend, indemnify, and save harmless the Grantee, its officers, and employees from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by State under or in connection with any work, authority, or jurisdiction delegated to State under this Agreement.

10. LIABILITY

IF the Grantee transfers its risk connected with design or construction of this project to independent contractors, the Grantee agrees to use its best efforts to obtain the independent contractor's inclusion of SLOCOG as an indemnitee and in any insurance procured by such independent contractor(s) for the project, to name SLOCOG as an additional insured.

11. This Agreement shall terminate on 12/31/2021 or upon receipt of all deliverables and the final report, whichever occurs first.

FUND NUMBER	CATALOG NUMBER	FUND DESCRIPTION	TOTAL AMOUNT
2019-3	SRA 2019-3	State Rail Assistance	\$1,471,470.00

The Grantee Agency officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding.

**EXHIBIT A
San Luis Obispo Council of Governments
State Rail Assistance (SRA)**

REIMBURSEMENT REQUEST FORM

Agency Name: King City Date: _____

Contact Person: _____

Catalog Number #: SRA 2019-3 Grant Period: 05/01/2019

Project Expected Completion: _____ Funding Expiration Date: 12/31/2021

SRA Project Title: King City Rail Passenger Platform

Description of Work Completed: _____

This Invoice Covers Work Completed from: _____ / _____ / _____ to: _____ / _____ / _____

Project Budget Information: *(complete box below)*

SRA Award	
Approved Programmed \$	\$ 1,471,470.00
Total CURRENT Invoice \$	
Total Reimbursed To Date \$	
Remaining SRA Balance \$	\$ 1,471,470.00
COMPLETE ONLY UNSHADED BOXES	

Please send a check for \$ _____

Total due this invoice

*(SLOCOG Accountant
Reviewed)*

- Attachments: 1) Consultant Invoices
- 2) Proof of payment
- 3) Project Completion Form
(if applicable)

Signed: _____

(King City Rep.)

Shaded boxes below for SLOCOG Use

Regional Planner Approval	Accounting Initials	Division Chief Signature (If over \$200,000)
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