AGENDA

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

TUESDAY APRIL 28, 2020
6:00 P.M.

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

**Conference call services will be available for the meeting*

+1 619-327-9987 **(Toll)**
Conference ID: 246 054 533#

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

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

1. CALL TO ORDER

2. ROLL CALL: Council Members Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Pro Tem Carlos Victoria, and Mayor Mike LeBarre

3. FLAG SALUTE

4. CLOSED SESSION ANNOUNCEMENTS

5. SPECIAL PRESENTATIONS

None

6. PUBLIC COMMENT

Any member of the public may address the Council for a period not to exceed *three minutes'* total on any item of interest within the jurisdiction of this Council that is not on the agenda. The Council will listen to all communications; however, in compliance with the Brown Act, the Council cannot act on items not on the agenda. Comments should be directed to the Council as a whole and not to any individual Council Member. Slanderous, profane or personal remarks against any Council Member, staff member or member of the audience is not permitted.

7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS

Individual Council Members may comment on Council business, his or her Council activities, City operations, projects or other items of community interest. Council Members may also request staff to report back at a subsequent meeting on any matter or take action to direct staff to prepare a staff report for a future agenda.

8. STAFF COMMUNICATIONS

Comments presented by the City Manager, City Attorney or other staff on City business and/or announcements.

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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

A. Meeting Minutes of April 14, 2020 Council Meeting
Recommendation: approve and file.

B. City of King Check Register April 1, thru April 15, 2020
Recommendation: receive and file.

C. Consideration: Local Early Action Planning (LEAP) Grant Application
Recommendation: adopt a Resolution authorizing submittal of an application for a Local Early Action Planning (LEAP) grant and authorizing the City Manager to execute the grant.

D. Consideration: An Ordinance of the City Council of the City of King Amending Chapter 7.09 of Title 7 Pertaining to Social Host Liability
Recommendation: conduct the second reading by title only and adopt an Ordinance amending Chapter 7.09, of Title 7 pertaining to social host liability.

E. Consideration: Cancellation of July 28, 2020 Meeting
Recommendation: cancel the regular meeting of July 28, 2020.

F. Consideration: Memorandum of Understanding for Campus-Based Probation Officer
Recommendation: approve a Memorandum of Understanding (MOU) with the County of Monterey, South County Monterey Joint Union High School District and the King City Union School District to jointly fund a campus-based probation officer.

G. Consideration: Cannabis Retail Storefront Dispensary Consultant Services
Recommendation: 1) approve and authorize the City Manager to execute a Consultant Services Agreement with HdL Companies to assist the City with the cannabis retail storefront dispensary pre-application process; and 2) authorize the City Manager to make non-substantive changes in a form approved by the City Attorney.

H. Consideration: An Application for Federal Assistance Cares Act Funds (Form OMB SF-424) For Mesa Del Rey Airport
Recommendation: adopt a Resolution authorizing the City Manager to submit, accept, and execute a grant agreement with the Federal Aviation Administration (FAA) for eligible funds available through the FAA CARES Act.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

A. Consideration: Consultant Services Agreement for the King City Multimodal Transit Center Temporary Platform Project
Recommendation: 1) approve and authorize the City Manager to execute a Consultant Services Agreement with Railpros to prepare final design for the King City Multimodal Transit Center Temporary Platform project and to apply for and negotiate necessary agreements and permits; and 2) authorize the City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.

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.

13. ADJOURNMENT

City Council Meeting
April 14, 2020

1. CALL TO ORDER:

Regular Meeting called to order at 6:02pm 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 (by Phone), Darlene Acosta (by Phone), Rob Cullen (by Phone), Carlos DeLeon (by Phone), Mayor Pro Tem Carlos Victoria (by video conference).

City Staff: City Manager Steven Adams; City Attorney Roy Santos (by video conference); Executive Admin. Asst./Deputy City Clerk, Erica Sonne; Human Resources Manager, Andrea Marble.

4. CLOSED SESSION ANNOUNCEMENTS:
None

5. PRESENTATIONS:

None

6. PUBLIC COMMUNICATIONS:
None

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon stated nothing to report at this time.

Council Member Acosta stated nothing to report at this time.

Council Member Cullen stated his Salinas Valley Fair board meeting was last week, and they voted to cancel the Fair for 2020. The livestock auction will hopefully be on-line. Salinas Valley Solid Waste Authority meeting will be held this Thursday. He had a phone conversation with Patrick Matthews and requirements for Salinas to stay in the authority. He will have updates at the next council meeting. One of the cannabis companies contacted him stating they had been informed that all the Planning Commission meeting had been canceled. The City Manager and Community Development Director does not know of any projects being held up. Some meetings have been canceled because there have been no items.

Mayor Pro Tem Victoria stated that students at King City High School have a tentative date for graduation.

Mayor LeBarre stated that he had a conversation with Senator Harris discussing coronavirus relief funds or monies being distributed. He will be writing a letter of support.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated primary focus is on coronavirus activities. Enforcing new requirements for businesses. Focus on getting public information out and refering people to the City website for that. Newsletter went out last week to get information out to all the community in English and Spanish. Food Supply needs information went out. Business assistance flyer was sent out to all businesses. Masks have been purchased for everyone to wear at all times except when at our workstations. Budget adjustments have been discussed.

City Attorney Roy Santos stated nothing at this time.

9. CONSENT AGENDA

A. Meeting Minutes of March 24, 2020 Council Meeting
B. Meeting Minutes of March 20, 2020 Special Council Meeting
C. City of King Check Register March 16 thru March 31, 2020
D. Consideration: Second 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
E. Consideration: Contract Services Agreement for Building Inspection, Plan Review and Code Enforcement Services
F. Consideration: Declare Surplus Property
G. Consideration: Notice of Completion - 2019 King City Street Project
H. Consideration: Notice of Completion – 2019 King City Slurry Project
I. Consideration: Applications to the Monterey County Local Agency Formation Commission to Amend the City's Sphere of Influence and to Allow the City to Provide Wastewater Services to the Proposed Gill Agricultural Employee Housing Project (Assessor Parcel No. 235-072-023-000)
J. Consideration: Resolution of the City Council of the City of King Designating the Authorized Agents to be Eligible to Receive Funds from the State of California Governor's Office of Emergency Services (Cal OES Form 130)

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

AYES: Council Members: LeBarre, Acosta, Cullen, DeLeon and Victoria
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

A. Consideration: An Urgency Ordinance of the City Council of the City of King, California, Temporarily Prohibiting Commercial Evictions Within the City of King for Nonpayment of Rent or Due to Foreclosure Related to the COVID-19 Pandemic and Pursuant to Executive Order N-28-20

Mayor LeBarre read the title into the record.
City Manager Adams introduced this item.
City Attorney Santos introduced this item further.

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

Action: Motion to adopt the Urgency Ordinance temporarily prohibiting commercial evictions within the City of King for nonpayment of rent or due to foreclosure related to the COVID-19 pandemic and pursuant to Executive Order N-28-20 by Cullen and seconded by Victoria.

AYES: Council Members: LeBarre, Acosta, Cullen, DeLeon and Victoria
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

B. Consideration: An Ordinance of the City Council Amending Chapter 7.09, of Title 7, of the King City Municipal Code Relating to Social Host Liability

Mayor LeBarre read the title into the record.
City Manager Adams introduced this item.
City Attorney Santos further introduced this item.

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

Action: Motion to adopt the Ordinance Amending Chapter 7.09 Social Host Liability by Victoria and seconded by Acosta.

AYES: Council Members: LeBarre, Acosta, Cullen, DeLeon and Victoria
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

C. Consideration: Urgency Ordinance of the City Council of the City of King, California, Establishing the Enforcement and Appeals Procedures for the Orders of the Health Officer of the County of Monterey Related to the Covid-19 Pandemic Within the City of King

Mayor LeBarre read the title into the record.
City Manager Adams introduced this item.
Chief Masterson further introduced this item.

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

Action: Motion to adopt an Urgency Ordinance establishing the enforcement and appeals procedures for the orders of the Monterey County Health Officer related to the Covid-19 pandemic within the City of King by Victoria and seconded by DeLeon.

AYES: Council Members: LeBarre, Acosta, Cullen, DeLeon and Victoria
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

11. REGULAR BUSINESS:

None

12. CITY COUNCIL CLOSED SESSION

None

ADJOURNMENT:

Mayor LeBarre adjourned the meeting 6:42p.m. on a motion by DeLeon and seconded by Acosta, and unanimous vote.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

KING CITY
CALIFORNIA

Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 28, 2020**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **MIKE HOWARD, FINANCE DIRECTOR**

RE: **CONSIDERATION OF CITY OF KING CHECK REGISTER APRIL 1 THRU APRIL 15, 2020**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

At least once a month, the City Treasurer shall submit to the City Council, a copy of the invoices paid for the previous month.

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:
1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:
1. Check Register Report

Submitted by: _____
Mike Howard, Finance Director

Approved by: _____
Steven Adams, City Manager

Check Register Report

April 1, 2020 - April 15, 2020

Date: 04/17/2020
Time: 8:35 am
Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
63571	04/03/2020	Printed		A & G PUMP	A & G PUMPING, INC	Quarterly Junction Box	625.00
63572	04/03/2020	Printed		A & T ARBO	A & T ARBORISTS AND VEGETATION	Tree Removal at Golf	4,359.00
63573	04/03/2020	Printed		AT T	AT & T	Internet - #139650003	80.25
63574	04/03/2020	Void	04/03/2020			Void Check	0.00
63575	04/03/2020	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Wall Repair @ Corp Yard.	1,074.95
63576	04/03/2020	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services - Planning	22,397.45
63577	04/03/2020	Printed		ALVAREZL	ALVAREZ TECHNOLOGY GROUP -	IT Services to set-up	1,119.43
63578	04/03/2020	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Monthly IT Services -	3,675.31
63579	04/03/2020	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Supplies	1,286.79
63580	04/03/2020	Printed		ESTEBANW	ARTURO ESTABAN RESENDIZ	Repair on Air Rator.	560.00
63581	04/03/2020	Printed		AT & T	AT & T	Telephone -	284.63
63582	04/03/2020	Printed		AT&T - C	AT&T	KCPD Line -	21.04
63583	04/03/2020	Printed		AT&T - C	AT&T	Fire Dept Telephone -	58.67
63584	04/03/2020	Printed		AT&T - C	AT&T	911 Line - #9391036550	20.16
63585	04/03/2020	Printed		CAROLLO	CAROLLO ENGINEERS, INC	Sewer Pre Treatment contract	1,054.80
63586	04/03/2020	Printed		CASEY PRIN	CASEY PRINTING, INC.	SB2-Survey	4,092.30
63587	04/03/2020	Printed		CCACA	CITY CLERKS ASSOCIATION OF	City Clerk Membership.	65.00
63588	04/03/2020	Printed		SOLEDAD	CITY OF SOLEDAD	Salinas Valley Tourism &	7,694.41
63589	04/03/2020	Printed		CNAUTO	CLARK N. CLEVENGER	Chain for Saw	25.00
63590	04/03/2020	Printed		UMSTEAD EL	CLIFTON T. UMSTEAD	Pump for Slide Pool.	1,630.00
63591	04/03/2020	Printed		COASTL	COASTLINE MARKETING GROUP INC	Website Maint for April 2020.	125.00
63592	04/03/2020	Printed		CONATSER	CONATSER WELDING & MACHINE,LLC	Repair on Disc Waste Water	11.65
63593	04/03/2020	Printed		COVANTA	COVANTA HOLDING CORPORATION	Destruction of Evidence	164.25
63594	04/03/2020	Printed		CSOFNE	CREATIVE SERVICES	Junior Badge Stickers.	298.95
63595	04/03/2020	Printed		CSGCON	CSG CONSULTANTS INC	Code Enforcement	25,372.50
63596	04/03/2020	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Inspection on Fuel Pumps.	85.00
63597	04/03/2020	Printed		BAKERSUP	DOROTHY JUNE BAKER	Repair on Honda Push Mower &	383.39
63598	04/03/2020	Void	04/03/2020			Void Check	0.00
63599	04/03/2020	Printed		EARTH DESI	EARTH DESIGN, INC.	Sub-Consultant - Doug Wood.	22,417.33
63600	04/03/2020	Printed		EARTHSYS	EARTH SYSTEMS PACIFIC	2019 Street Project	5,035.40
63601	04/03/2020	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Repair - City Park	546.65
63602	04/03/2020	Printed		GREEN L	GREEN LINE	Juction Boxes.	1,575.00
63603	04/03/2020	Printed		GOLDST	HECTOR CHAVEZ	Repair Leaks on Roof.	650.00
63604	04/03/2020	Printed		HYDRO TURF	HYDRO TURF, INC.	Irrigation Coupler -	494.90
63605	04/03/2020	Printed		TORRESEL	JOSE G. TORRES	Water Slide Repair on	650.00
63606	04/03/2020	Printed		KEREZSI	ANITA KEREZSI	SB90 Administration	1,000.00
63607	04/03/2020	Printed		KERNOIL	KERN OIL FILTER RECYCLING, LLC	Oil Recycle Container.	25.00
63608	04/03/2020	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Flags for Marking	405.70
63609	04/03/2020	Printed		LINCOLN	LINCOLN AQUATICS	Pool Supply	70.11
63610	04/03/2020	Printed		XTEL	LS DE LLC	Telephone Service	924.41
63611	04/03/2020	Printed		MALLORYCO	MALLORY SAFETY AND SUPPLY LLC	Gloves for Officers	1,017.67
63612	04/03/2020	Printed		MASSEY HEA	MASSEY HEATING & AIR COND.	HVAC Annual Maint. &	1,004.57
63613	04/03/2020	Printed		M BASIA	MBASIA	Liability Claim Processing.	1,177.46
63614	04/03/2020	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Copier Contract -	358.09
63615	04/03/2020	Printed		MULLAHEY	MT MULLAHEY	Dodge Repairs.	1,177.83
63616	04/03/2020	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	539.47
63617	04/03/2020	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Driveway Cleaner	109.52
63618	04/03/2020	Printed		PETE'S AUT	PETE'S AUTOMOTIVE REPAIR	Service on 2011 Ford F-150	162.02
63619	04/03/2020	Printed		PETTY CASH	PETTY CASH-CITY HALL	Petty Cash Replenish.	396.75
63620	04/03/2020	Printed		PAC	PG&E	Electricity & Gas -	28,865.33
63621	04/03/2020	Printed		PBGFS	PITNEY BOWES GLOBAL	Mailing Machine Tape for	306.42
63622	04/03/2020	Printed		PIT	PITNEY BOWES INC	Postage Machine	122.91

Check Register Report

April 1, 2020 - April 15, 2020

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
63623	04/03/2020	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage -	200.00
63624	04/03/2020	Printed		QUALITY CO	QUALITY CODE PUBLISHING LLC	Muni-Code Supplement	2,132.65
63625	04/03/2020	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies	52.18
63626	04/03/2020	Printed		SVSWA	SALINAS VALLEY SOLID WASTE	Refuse Franchise Admin.	4,153.27
63627	04/03/2020	Printed		TORRESSE	SANTA ELIZABETH TORRES	Translating CC Mtg. 3/10/20	130.00
63628	04/03/2020	Printed		SOMOCOSAF	SO MO CO SAFETY, LLC	Training	800.00
63629	04/03/2020	Printed		SVSCLIENT	SOCIAL VOCATIONAL SERVICES	Janitorial Services	1,005.00
63630	04/03/2020	Printed		SPECTRUMB	SPECTRUM	Internet -	74.98
63631	04/03/2020	Printed		T&T PAVE	T & T PAVEMENT MARKINGS	Paint Machine Repair	403.44
63632	04/03/2020	Printed		TORO	TORO PETROLEUM CORP.	Fuel - Acct #1679	3,795.88
63633	04/03/2020	Printed		TULARE	TULARE COUNTY JAIL INDUSTRIES	Vehicle Engraving.	1,050.56
63634	04/03/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract -	244.08
63635	04/03/2020	Printed		UNIRENT	UNITED RENTALS	C/B Soccer Sign -	1,453.69
63636	04/03/2020	Printed		UNITED STA	UNITED STATES POSTAL SERVICE	Postage - Replenish City Acct	150.00
63637	04/03/2020	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones -	1,069.74
63638	04/03/2020	Printed		INTER TIRE	VICENTE ZARATA	Tires for Truck #50.	307.11
63639	04/03/2020	Printed		WATCHG	WATCHGUARD, INC	Body Cam Mounts.	388.24
63640	04/03/2020	Printed		SOILSERV	WILBUR-ELLIS COMPANY	Herbicide	486.55
63641	04/03/2020	Printed		WM J. CLAR	WM J. CLARK TRUCKING SVC, INC.	Top Soil for C/B	472.13

Total Checks: 71 **Checks Total (excluding void checks): 163,966.97**

Total Payments: 71 **Bank Total (excluding void checks): 163,966.97**

Total Payments: 71 **Grand Total (excluding void checks): 163,966.97**

KING CITY
CALIFORNIA

Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 28, 2020**

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **CONSIDERATION OF LOCAL EARLY ACTION PLANNING (LEAP) GRANT APPLICATION**

RECOMMENDATION:

It is recommended the City Council adopt a Resolution authorizing submittal of an application for a Local Early Action Planning (LEAP) grant and authorizing the City Manager to execute the grant.

BACKGROUND:

On January 27, 2020, the California Department of Housing and Community Development (HCD) announced release of a Notice of Funding Availability (NOFA) for approximately $119 million in assistance to all California jurisdictions. The funding is for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance. HCD has determined maximum award amounts for large, medium, and small localities based on population. The City of King qualifies for a $65,000 grant award.

DISCUSSION:

Local jurisdictions can apply for funding through the LEAP grant program to update planning documents such as General Plans. This is an over the counter grant that does not require a local match to receive the funds. The grant's purpose is to facilitate accelerated housing production. The State's LEAP webpage states: "Increasing the availability of affordable homes statewide is critical to bettering the quality of life of all Californians and to ending homelessness."

The final grant application due date is July 1, 2020. Funding will be available to local governments until that date. If awarded, the project has to be completed by December

31, 2023. City staff is recommending using the LEAP grant funds for the preparation of the 6th Cycle (2023-2029) Housing Element update of the General Plan.

Eligible activities may include:

- Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs.

- Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA.

The current Housing Element is valid from 2015-2023. To ensure an updated Housing Element is ready prior to expiration of the current version, the City should begin working on the document in 2021.

The Association of Monterey Bay Area Governments (AMBAG) is authorized to distribute the Regional Housing Needs Allocation (RHNA) numbers for the 6th Cycle which will mandate the City of King provide sufficient zoning to accommodate a designated range of housing units. AMBAG has indicated that the RHNA numbers should be available in sufficient time to update the Housing Element using LEAP grant funds.

ENVIRONMENTAL REVIEW:

submittal of the grant application has no 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:

The purpose of this action is to increase funding available for update of the General Plan by $65,000. No matching funds are required.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Adopt the attached Resolution, which authorizes the submittal of the attached LEAP Grant application, agrees to abide by LEAP Grant Regulations and authorizes the City Manager to be the Authorized Agent for the project;
2. Direct staff to make modifications to the Resolution and reintroduce it at the May 12, 2020 meeting;

3. Do not adopt the Resolution; or
4. Provide other direction to staff.

Exhibits:

Exhibit 1:	Resolution No. 2020-
Exhibit 2:	LEAP Notice of Funding Availability

Submitted by: MA For Doreen Liberto
Doreen Liberto, AICP, Community Development Director

Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

RESOLUTION NO. 2020-4762

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING AUTHORIZING SUBMITTAL OF AN APPLICATION FOR AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code section 50515 et. seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability ("NOFA") as part of the Local Government Planning Support Grants Program ("LEAP"); and

WHEREAS, the Department has issued a NOFA and Application on **January 27, 2020** in the amount of $119,040,000 for assistance to all California Jurisdictions; and

WHEREAS, the City Council ("Council") desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the submittal of the grant application has no potential for resulting in either a direct or indirect adverse physical change in the environment, and is not a project under CEQA Guideline 15378; and

WHEREAS, on **April 28, 2020**, the Council authorized City staff to submit a LEAP grant application requesting sixty-five thousand dollars ($65,000.00) to update the Sixth Cycle (2023-2029) of the City's Housing Element of the General Plan and authorizes the City Manager to execute the grant.

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

SECTION 1. The City Council authorizes the City Manager to submit the LEAP Grant Application, and enter into, execute, and deliver on behalf of the City of King, a State of California Agreement (Standard Agreement) for the amount of sixty-five thousand dollars ($65,000.00), and any and all other documents required or deemed necessary or appropriate to secure the LEAP grant.

SECTION 2. The City of King shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the City of King hereby agrees to use the funds for eligible uses

and allowable expenditures in the manner presented and specifically identified in the approved Application.

SECTION 3. The City Manager, as the Authorized Agent, is hereby authorized and directed to execute the City of King LEAP application, the LEAP Grant documents, and any amendments thereto, on behalf of the City of King as requested by the Department for receipt of the LEAP Grant.

PASSED, APPROVED AND ADOPTED this 28 day of April 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST

_____
STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____
ROY C. SANTOS, City Attorney
Aleshire & Wynder, LLP

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

EXHIBIT 2

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
Gavin Newsom, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

January 27, 2020

MEMORANDUM FOR: **All Potential Applicants**

FROM: **Zachary Olmstead, Deputy Director**
Division of Housing Policy Development

SUBJECT: **NOTICE OF FUNDING AVAILABILITY -**
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately $119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

Program applications, forms and instructions are available on the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml. If you have questions regarding this NOFA, please email the Department at EarlyActionPlanning@hcd.ca.gov.

Attachment

LOCAL EARLY ACTION PLANNING GRANTS PROGRAM (LEAP)
2020 NOTICE OF FUNDING AVAILABILITY

State of California
Governor Gavin Newsom

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Business, Consumer Services and Housing Agency

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January 27, 2020

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2019 NOTICE OF FUNDING AVAILABILITY
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

I. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately $119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA.

II. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05). The NOFA implements, interprets, and makes specific provisions for purposes of implementing planning grants to jurisdictions pursuant to 50515.03 (hereinafter "LEAP").

This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999)

Further, the Department may implement the Program through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, and notices of funding availability adopted pursuant to this section are hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). (Health and Safety Code Section 50515.04(f)).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

III. Program Summary

The Local Early Action Planning Grants Program (LEAP or Program) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California's housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Prohousing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

IV. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until July 1, 2020. See Table 1 below for the anticipated timeline for awards for the OTC period.

Event	Date
NOFA Release	January 27, 2020
NOFA Application Webinar	February 14, 2020
NOFA Application Workshops	February and March 2020
Final Due Date for OTC Applications	July 1, 2020
Technical Assistance	February 2020 through December 31, 2023
Expenditure Deadline	December 31, 2023

The Department will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award. Applicants are encouraged to submit early in the application window.

The Department will hold workshops and a webinar to review the LEAP NOFA and application and will be conducting technical assistance to aid applicants throughout the OTC period and implementation of the grant. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

V. Award Amounts

This Program will make $119,040,000 dollars available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. Maximum award amounts are based on population estimates as of January 1, 2019.[1] The minimum award amount is $25,000. The maximum amount that a jurisdiction may receive pursuant to this subdivision shall be as follows:

Jurisdiction Size (in population)	Maximum Award Amount
750,000 or greater	$1,500,000
300,000 to 749,999	$750,000
100,000 to 299,999	$500,000
60,000 to 99,999	$300,000
20,000 to 59,999	$150,000
Less than 20,000	$65,000

Applicants seeking partnerships with other local governments will be additive. For example, two jurisdictions between 100,000 and 299,999 people could submit a proposal for up to $1.0 million.

VI. Eligible Applicants

Eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect

[1] Population estimates, posted as of January 1, 2019, are based on the Department of Finance E-1 report. Official maximum amounts per jurisdiction can be found at the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

on land-use or development within the participating localities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships, must submit separate, completed and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

VII. Eligible Activities

Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact, or planning or process improvement for a project with an ongoing community impact beyond the project. Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project-specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly-owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies, as follows:

Prohousing Policies

The Department encourages applicants to consider LEAP funds to facilitate designation as a Prohousing jurisdiction.

The 2019-20 Budget Act requires the Department to develop the Prohousing designation emergency regulations by no later than July 1, 2021. This program will allow the Department to designate jurisdictions as "Prohousing," when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), Infill Infrastructure Grant (IIG) programs and other state funding programs. The Department anticipates developing emergency regulations and Prohousing designations prior to July 1, 2021, and will seek to designate jurisdictions prior to future rounds of AHSC, TCC and IIG

programs.

Pursuant to Gov. Code Section 65589.9(f)(2), "Prohousing" policies mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

A. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
B. Reducing parking requirements for sites that are zoned for residential development;
C. Adoption of zoning allowing for use by right for residential and mixed-use development;
D. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
E. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Section 65852.2, as determined by the Department;
F. Process improvements that reduce permit processing time;
G. Creating of objective development standards;
H. Studies and implementing actions that reduce development impact fees; and
I. Establishing a Workforce Housing Opportunity Zone, as defined in Section 65620, or a housing sustainability district, as defined in Section 66200."

VIII. Ineligible Activities

1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or re-occurring benefit beyond the project.
4. The Department may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity.

IX. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;
3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Standard Agreement; and
5. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.

X. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement; and
3. Approved and eligible costs incurred prior to the NOFA date are ineligible.

XI. Application Requirements

Until July 1, 2020, a jurisdiction may request an allocation of funds pursuant to this section by submitting a complete application to the Department that demonstrates:

1. A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses;
2. How proposed activities will increase housing planning and facilitate accelerating local housing production;
3. Completed or proposed activities consistent with the state or other planning priorities; and
4. All other required information contained in the Department's application

Applicants will demonstrate consistency with these requirements utilizing the forms and manner prescribed in the Department application.

Accelerating Housing Production: Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing

supply and affordability. An application must include an explanation and documentation of the nexus to accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

State and Other Planning Priorities: Consistency with state or other planning priorities may be demonstrated through proposed activities in the application **OR** activities that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Department's application).

XII. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml.

XIII. Application Review

1. The Program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends July 1, 2020.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate meeting eligibility requirements such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production and consistency with state planning and other priorities;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested

information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
8. The Department may request additional information to complete and approve the application for funding;
9. Applications recommended for funding are subject to conditions specified by the Department;
10. Applications will be reviewed within 30 days from the date the Department receives the application; and
11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

XIV. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

XV. Appeals

1. Basis of Appeals:

   A. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.
   B. The decision of the Director is final and not subject to further administrative or judicial review.
   C. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.

2. Appeals Process and Deadlines:

   A. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
EarlyActionPlanning@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed-Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

B. Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

3. Decision:

Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

XVI. Administration

1. Grant Execution and Term

A. The Department will notify the grantee if they have been selected for a grant award;
B. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
C. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
D. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

2. Payment and Accounting of Grant Funds

   A. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
   B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred;
   C. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible;
   D. Work must be completed prior to requesting reimbursement;
   E. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The grantee and partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the grantee on a quarterly basis;
   F. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work;
   G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
   H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled; and
   I. Each recipient of funds under the Program shall expend those funds no later than December 31, 2023.

3. Accounting Records and Audits

   A. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
   B. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
   C. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
   D. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
   E. Subcontractors employed by the grantee and paid with moneys under the

terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;

F. At any time during the term of the Standard Agreement, the Department may perform, or cause to be performed, a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
G. The Department may request additional information, as needed, to meet other applicable audit requirements; and
H. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

4. Remedies of Nonperformance

A. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;
B. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice; and
C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e).

5. Reporting

A. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement;
B. Awardees shall submit a report, in the form and manner prescribed by

the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

- The status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction; and
- A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region, or by the jurisdiction, as applicable.

C. The awardee must, in lieu of a separate report, provide the above described information as part of its annual report pursuant to Gov. Code Section 65400;
D. The Department may request additional information, as needed, to meet other applicable reporting requirements;
E. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Attachment 1; and
F. The Department shall maintain records of the following and provide that information publicly on its internet website:

- The name of each applicant for Program funds and the status of that entity's application;
- The number of applications for Program funding received by the Department; and
- The information described in 5(B) above for each recipient of Program funds.

XVII. Right to Modify or Suspend the NOFA, and Final Decision-making

The Department reserves the right, at is sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

Further, the Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

XVIII. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

A. "Accelerating Housing Production" means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in non-residential zones, corridor planning, development standards modifications, non-discretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers.

B. "Affordability" means a housing unit that satisfies at least one of the following criteria:

1. It is available at an "affordable rent" as that term is used and defined in Section 50053 of the Health & Safety Code;

2. It is offered at an "affordable housing cost", as that term is used and defined in Section 50052.5 of the Health & Safety Code; or

3. It is available at an "affordable rent" or an "affordable housing cost" according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).

C. "Annual Progress Report" (APR) means the annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of Section 65400 of the Government Code.

D. "Completed entitlement" means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.

E. "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing need pursuant to Sections 65584, 65584.04, and 65584.05 of the Government Code.

F. "Department" means the California Department of Housing and Community Development.

G. "Housing" means any development that satisfies both of the following criteria:

1. At least two-thirds of the square footage of the development must be designated for residential use; and

2. Includes a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building, or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Gov. Code sections 65852.2 and 65852.22 meet the definition above.

H. "Housing Element" or "element" means the Housing Element of a community's General Plan, as required pursuant to subdivision (c) of Section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

I. "Jurisdiction" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

J. "Local government" or "Locality" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

K. "Objective zoning standard", "objective subdivision standard", and "objective design review standard" means standards that involve no personal or subjective judgment by a public official, and are uniformly verifiable by reference to an external and uniform benchmark or criterion available, and knowable by both the development applicant or proponent and the public official prior to submittal. "Objective design review standards" means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.

L. "Other Planning Priorities" means planning, policies, programs or investments to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.

M. "Regional housing need assessment" means the existing and projected need for housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.

N. "State Planning Priorities" means priorities which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Gov. Code Section 65041.1.

O. "Streamlined Housing Production" means improving the entitlement process through actions such as removing, mitigating or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards, such as reducing parking requirements and increasing height limits, or other efforts, such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

Attachment 1
Close Out Reporting Form

LEAP Grant Close Out Reporting Template

Brief Summary

- Overview of the project
- Project start date and duration
- Project goals and relevance to LEAP goals
- Quantified outcomes

Lead Agency and Partnerships

- List lead agency and partnerships (including names, titles, organizations, and roles and responsibilities of each)
- What did those collaborative relationships and processes look like?

Drivers

- Did any local, state, or federal legislation or mandates drive the project? (SB 35, AB 1397, etc.)
- Was it a community driven effort?
- Were there additional funding opportunities present?

Engagement Process

- Who were your stakeholders?
- What did the engagement process look like?
- What role did stakeholders play in the process? (Keep in mind: training, education, council formation, technical assistance, etc.)
- What were the outcomes of the engagement process?

Challenges

- What challenges were encountered?
- What solutions were encountered or created?
- Are there areas for improvement of policy alignment at the state or federal level to help achieve this project more easily?

LEAP Grant Close Out Reporting Template

Outcomes

- What are the current or projected outcomes? Benefits?
- Were outcomes as anticipated?
- Have new opportunities arisen as a result of this project?
- What are the next steps?

Replicability

- What aspects of the project could be replicated in other communities?
- Useful resources and tools? For a specific region or sector?

Additional Resources

- Links to the project itself
- Links to resources used throughout and any other relevant resources

Further Information

- Who can be reached to ask more questions about this project?
- Name
- Number and/or email

KING CITY
CALIFORNIA

Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 28, 2020**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **STEVEN ADAMS**

RE: **CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 7.09 OF TITLE 7 PERTAINING TO SOCIAL HOST LIABILITY**

RECOMMENDATION:

It is recommended the City Council conduct the second reading by title only and adopt an Ordinance amending Chapter 7.09, of Title 7 pertaining to social host liability.

BACKGROUND:

At the February 25, 2020 meeting, the City Council directed staff to place on a future agenda for discussion whether to amend the City's Social Host Ordinance to include cannabis and illicit drugs. Staff provided a staff report to the Council at the March 10, 2020 meeting, at which time the Council provided staff with direction to prepare an amendment to the City's current social host ordinance to address the providing of cannabis and other controlled substances to minors within the city. The current Ordinance prohibits individuals from hosting or allowing parties or events at their place of residence where alcoholic beverages are in the possession of or consumed by minors. It also requires a host of parties and events to take reasonable corrective action upon learning of the possession or consumption of alcoholic beverages by a minor on their premises. However, Chapter 7.09 currently only addresses the providing of alcohol and alcoholic beverages to minors within the city and is absent on the issue of cannabis and illicit drugs.

The amendment was prepared by the City Attorney and presented to the City Council at the April 14th meeting. The City Council voted unanimously to introduce the ordinance.

DISCUSSION:

The City Council has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City; and as such, the creation, amendment and enforcement of Chapter 7.09 Social Host Liability is within the authority of the City Council. Unfortunately, most youth get alcohol, cannabis and other controlled substances through social means such as parties, older siblings, parents and/or other adults. According to the National Council on Alcoholism and Drug Dependency, approximately 65% of youth surveyed said that they got the alcohol they drink from family and friends. Social host ordinances, such as Chapter 7.09, empower parents, neighbors, and other concerned citizens to seek help from law enforcement when there are youth suspected of underage drinking, cannabis consumption, and use of other controlled substances. The proposed amendments to Chapter 7.09 also provide the City and the Police Department with a formal course of action to combat underage drinking, cannabis consumption and use of other controlled substances. Further, the amended ordinance enables the City to recoup some of the expense of providing law enforcement and other public services to respond to the providing of alcohol, cannabis and other controlled substances to minors within the city. Chapter 7.09 and the proposed amendments contained within the ordinance are reasonable regulations for the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits.

Most importantly the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and in preserving the peace and quiet of the neighborhoods within the City by regulating the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits. The ordinance amendments are intended to regulate the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits to ensure the health, safety and welfare of both the minors and city residents. Lastly, nothing in this ordinance shall (1) allow any person to engage in conduct that endangers others or causes a public nuisance or (2) allow any activity relating to the providing and/or use of alcohol, cannabis and/or other controlled substances which is illegal under state or federal law.

COST ANALYSIS:

No fiscal impacts are associated with the Ordinance. The penalties enacted by this ordinance should cover the costs incurred by the City to regulate the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits.

ENVIRONMENTAL REVIEW:

The ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly. Most of the terms and scope of city discretion are guided by existing State and Federal law. The ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Alternatively, the ordinance is exempt from CEQA because the City Council's adoption of the ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)).

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the ordinance;
2. Modify and re-introduce the ordinance;
3. Do not adopt the ordinance; or
4. Provide other direction to staff.

Approved by: _____
Steven Adams, City Manager

ORDINANCE NO. 2020-790

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 7.09, OF TITLE 7 OF THE KING CITY MUNICIPAL CODE PERTAINING TO SOCIAL HOST LIABILITY

WHEREAS, the City of King ("the City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, California Constitution Article XI, section 7; and

WHEREAS, most youth get alcohol, cannabis and other controlled substances through social means such as parties, older siblings, parents and/or other adults; and

WHEREAS, according to the National Council on Alcoholism and Drug Dependency, approximately 65% of youth surveyed said that they got the alcohol they drink from family and friends; and

WHEREAS, social host ordinances empower parents, neighbors, and other concerned citizens to seek help from law enforcement when there are youth suspected of underage drinking, cannabis consumption, and/or use of other controlled substances; and

WHEREAS, social host ordinances provide cities and local law enforcement with a formal course of action to combat underage drinking, cannabis consumption and/or use of other controlled substances; and

WHEREAS, social host ordinances enable cities to recoup some of the expense of providing law enforcement and/or other public services in responses to these gatherings; and

WHEREAS, pursuant to the City's express statutory authority and its police power, the City desires to enact reasonable regulations for the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits; and

WHEREAS, this Ordinance is intended to regulate the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits to ensure the health, safety and welfare of both the minors and city residents; and

WHEREAS, nothing in this Ordinance shall be construed to: (1) allow any person to engage in conduct that endangers others or causes a public nuisance; or (2) allow any activity relating to the providing and/or use of alcohol, cannabis and/or other controlled substances which is illegal under state or federal law; and

WHEREAS, it is the intent of the City to regulate the providing to and/or use of alcohol, cannabis and other controlled substances by minors at gatherings within the boundaries of the City.

NOW THEREFORE, the City Council of the City of King does hereby ordain as follows:

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

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).)

SECTION 3. Chapter 7.09, of Title 7, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 7.09

SOCIAL HOST LIABILITY

Section 7.09.20 Definitions.

The following words and phrases, whenever used in this chapter, shall have the meaning and be construed as defined in this section.

(a) "Alcoholic beverage or alcohol" shall have the meaning given to that term under state law.

(b) "Cannabis or Cannabis Products" shall have the meaning given to those terms under King City Municipal Code and state law.

(c) "Control" means the actual or apparent authority and ability to regulate or direct the private premises, including, but not limited to, the control exercised by tenants, lessees, and owners who have notice of underage drinking on their property.

(d) "Controlled Substance" shall have the meaning given under state and federal law.

(e) "Knowingly" means aware of, or having reason to be aware of party, gathering or event.

(f) "Minor" means any person under the age of twenty-one years.

(g) "Party, gathering, or event" means a group of five or more persons who have assembled or are assembling for a social occasion or a social activity, at least one of whom is a minor and not a blood relative.

(h) "Person" means any person(s) who owns, rents or otherwise controls premises that knowingly hosts, permits, promotes, organizes, or allows a gathering at which they allow the possession, providing, or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by any minor on such premises or fails to take reasonable corrective action upon learning of the possession, providing or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by any minor on such premises.

(i) "Private premises" means any home, yard, open areas adjacent thereto, and accessory structures; apartment, condominium; hotel or motel room; or a hall or meeting room, or any other dwelling unit whether occupied on a temporary or permanent basis, whether occupied as a dwelling, for a party, or for other social function, and whether owned, leased, rented, or used with or without compensation.

Section 7.09.030 Social Host Liability – Declaration of Public Nuisance.

(a) Liability. No person(s) shall permit, allow, or host a party, gathering, or event at his or her place of residence or on other private premises under the person(s) control where alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products are being provided, in the possession of, or consumed by, any minor or fail to take reasonable corrective action upon learning of the providing, possession, or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by a minor on such premises. Reasonable corrective action shall include, but is not limited to:

(1) Verifying the age of the persons attending the social gathering by inspecting drivers' licenses or other government-issued identification cards;

(2) Making a prompt demand that such minor either forfeit the alcohol, alcoholic beverages, controlled substances, cannabis or cannabis product, and refrain from the consumption of such or depart from the premises;

(3) If such minor does not comply with such request, either promptly reporting the providing of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products or such underage consumption of alcohol to the local law enforcement agency or to any other person having a greater degree of authority over the conduct of such minor.

(b) Public Nuisance. It is hereby declared to be a public nuisance for any person to permit, allow, or host a party, gathering, or event at his or her place of residence (or other private premises under his or her ownership or control) where alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products are provided to, in the possession of, or are being consumed by, any minor.

(c) Exceptions. Nothing in this chapter should be interpreted to prohibit the consumption or possession of alcohol by a minor for legally-protected religious practices or legally protected family gatherings involving the use of alcohol beverages which occur exclusively between a minor and his or her parent or legal guardian, pursuant to Article 1, Chapter 4 of the California Constitution. Further, nothing in this chapter should be interpreted to prohibit or limit in any way an individual over the age of eighteen (18) with a lawful medical cannabis card from possessing or consuming cannabis or cannabis productions in compliance with the requirements of the King City Municipal Code and state law.

Section 7.90.040 Violation and Penalties.

(a) Violation. Any person(s) who knowingly permits, allows, or hosts a party, gathering, or event at their place of residence (or other private property under that person(s) control) where alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products are being provided to, in the possession of, or are being consumed by, any minor on such premises, or fails to take reasonable corrective actions upon learning of the providing, possession or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by any minor on such premises shall be liable and responsible for, and shall be subject to the criminal, civil and/or administrative penalties identified within this chapter.

(b) Criminal Penalties.

Violations of the provisions of this chapter for conduct that is not otherwise considered lawful under state law, shall be considered a misdemeanor and is punishable in accordance with Chapter 1.04.010 of the King City Municipal Code. Each and every day, or portion thereof, a violation exists is a new and separate offense. The city may also pursue all applicable civil and administrative remedies, including, but not limited to, injunctive relief and administrative citations.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders the provisions of this chapter, or the provisions of any chapter adopted by reference within the King City Municipal Code unlawful, the city intends that the misdemeanor provision be severable from the remaining penalty provisions and the city will only pursue non-criminal remedies for violations of this chapter.

(c) Civil Penalties.

(1) Injunction. Injunctive relief.

(2) Receivership. Receiverships pursuant to Health and Safety Code Section 17980.7.

(3) Drug Abatement. California Drug Abatement Act set forth in Health and Safety Code Section 11570.

(4) Any other available remedy set forth in the King City Municipal Code or state law.

(d) Administrative Penalties. The administrative citation penalty for violation of this chapter, within a rolling twelve-month period, deemed misdemeanors under the King City Municipal Code shall be as follows:

(1) First violation five hundred dollars ($500.00).

(2) Second violation one thousand dollars ($1,000.00).

(3) All additional violations one thousand dollars ($1,000.00).

Section 7.90.050 Administrative Appeal.

(a) Any person who violates the requirements of this chapter and is issued an administrative citation pursuant to section 7.09.040(d) shall be subject to the administrative appeal procedures set forth in this section.

(b) The appellant must file a written appeal with the city clerk within fifteen (15) days of service of the administrative citation. The time requirement for filing an appeal shall be deemed jurisdictional and may not be waived. Appeals not timely filed or not setting forth the basis for the appeal are defective and shall be dismissed. The written appeal shall contain:

(1) A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the civil penalty;

(2) A brief statement of the material facts which the appellant claims support his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted.

(c) An appeal of an administrative penalty imposed for violations of Section 7.09.040(a) shall be heard by the City Manager or his/her designee or a hearing officer appointed by the City Manager. The appeal hearing shall be set no sooner than ten (10) days and no later than forty-five (45) days following a request for an appeal hearing. The City Manager or the Hearing Officer may extend the time for hearing the appeal based upon the needs of the city and availability of witnesses. Notice of the appeal hearing shall be mailed at least ten (10) days before the date set for the hearing. Failure to appear timely at the appeal hearing will cause the administrative penalty to become a final order or decision.

(d) In reviewing the penalty, the City Manager or Hearing Officer shall consider all facts relating to the issuance of the administrative citation and the reasons therefor and shall uphold the penalty imposed, eliminate the penalty, or modify it. The decision of the City Manager or his/her designee or the Hearing Officer shall constitute the final administrative order or decision of the local agency within the meaning of Government Code Section 53069.4(b)(1).

(e) The City Manager or his/her designee or the Hearing Officer shall serve a copy of their written decision on the appellant by U.S. Mail to the address provided by appellant in the written notice of appeal. The decision shall be deemed served within two (2) days after the date it was mailed to the address provided by the appellant.

(f) The costs of the administrative hearing may be assessed to the responsible person in addition to any other fines and penalties if the citation is upheld.

SECTION 4: EFFECTIVE DATE.

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

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving the first reading, except by Title, at a regular meeting thereof held on the 14th day of April

2020, and adopted the Ordinance after the second reading at a regular meeting held on the 28th day of April 2020, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

_____
STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____
ROY C. SANTOS, City Attorney
Aleshire & Wynder, LLP

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

KING CITY
CALIFORNIA

Item No. 9 (E)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 28, 2020**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF CANCELLATION OF JULY 28, 2020 MEETING**

RECOMMENDATION:

It is recommended the City Council cancel the regular meeting of July 28, 2020.

BACKGROUND:

The Municipal Code specifies that the City Council shall conduct regular meetings on the second and fourth Tuesday of each month. Therefore, formal action is required to cancel a meeting.

DISCUSSION:

The City Council has traditionally cancelled the second meeting in July. Many cities cancel one meeting in the summer to provide a summer break and to allow Council Members and staff to plan vacations without having to miss a meeting. Therefore, staff normally proposes to take the action well in advance to provide sufficient notice for those making vacation plans.

Staff recommends the July 28, 2020 meeting be cancelled since it provides time for the Council to complete the fiscal year-end budget review, while providing a meeting break prior to school returning to session for those that would like to plan a family vacation. The only disadvantage of cancelling a meeting is that it often results in lengthy agendas for meetings following and preceding the cancelled meeting.

COST ANALYSIS:

There may be a minor savings by reducing the staff time required related to the meeting.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Select a different meeting to be cancelled in the summer months;
2. Do not approve the recommendation; or
4. Provide staff other direction.

Prepared and Approved by: _____
Steven Adams, City Manager

KING CITY
CALIFORNIA

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 28, 2020**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR CAMPUS-BASED PROBATION OFFICER**

RECOMMENDATION:

It is recommended the City Council approve a Memorandum of Understanding (MOU) with the County of Monterey, South County Monterey Joint Union High School District and the King City Union School District to jointly fund a campus-based probation officer.

BACKGROUND:

At the April 25, 2017 meeting, the City Council approved a Memorandum of Understanding with the County of Monterey, South County Monterey Joint Union High School District and the King City Union School District to jointly fund a campus-based probation officer. The MOU was for a three-year period and implemented one of the measures recommended in the City's Comprehensive Plan to End Youth Violence. It was determined that the proposal was not feasible for any single agency to fund, but would assist the City, County Probation Department and both School Districts in accomplishing their specific goals and mission. Therefore, it was proposed to jointly fund the program, which made it economical to accomplish.

The agreement is due to expire at the end of June. Therefore, the City has received a new proposed MOU from the County Probation Department to renew the program, which is being presented for City Council consideration.

DISCUSSION:

Establishing partnerships between the Juvenile Probation Department and the Police Department with the schools is an effective approach to intervention with young offenders. The goal is to help young people acquire knowledge and

develop skills that lead to positive and productive lifestyles. School-based probation officers can provide control, supervision and incentives that delinquent youth often need to attend school regularly and comply with school rules and regulations. School-based probation officers can also intervene in crisis situations involving juvenile probation clients. Assigning officers to school sites enable them to establish a relationship with youth and knowledge of ongoing activities so they can better prevent and proactively resolve criminal violent activity by youth.

While the City maintains the flexibility to also add a campus-based police officer in the future, this proposal enables the City to accomplish the goal of providing a campus-based officer at this time at a much lower cost. There are also other key advantages of providing a probation officer rather than an officer from the Police Department. First, police officers are frequently diverted from their campus activities to assist with other calls, which rarely occurs with probation officers since the schools will be their primary responsibility. Second, probation officers are more integrated with other County and regional social services, which better enables them to refer youth for assistance to proactively address identified needs.

The probation officer is assigned to the King City High School for roughly 2/3 of his/her time and 1/3 to Chalone Peaks Middle School. However, the parties all agreed to provide flexibility to allow the probation officer to organize his/her time to best meet the demands of ongoing issues that occur. Therefore, the time has fluctuated based on the issues that occurred. Initially, more than 2/3 of the time was spent at the High School due to demands. More recently, more than 1/3 of his time has been spent at Chalone Peaks Middle School due to an increase in issues there. The probation officer coordinates with the Police Department on an ongoing basis. In addition to funding, both school districts will provide office space and computer capabilities.

Representatives of all agencies have met on a periodic basis to review the progress. All agencies believe the program has accomplished its objectives and propose to extend the agreement. The Police Department has been particularly pleased with the quality of officers assigned by the Probation Department. The new agreement will be in effect for another 3-year term. The only change is an annual increase to cover the increased costs of salary and benefits. Despite significant challenges facing the City at this time due to COVID-19, staff recommends placing a high priority on maintaining measures in the Comprehensive Plan to End Youth Violence in order to prevent losing the substantial progress that has been made in reducing crime in the community.

COST ANALYSIS:

Under the terms of the MOU, the County Probation Department and City each pay 25% of the costs and the school districts share 50% of the cost based upon the proposed portion of time the probation officer will be dedicated to each campus. The total cost of the program is proposed to be $221,758 for next year and will increase by 2% each year. Therefore, the breakdown of costs are as follows:

City of King	$55,439
South Monterey County Joint Union High School District	$73,180
King City Union School District	$37,699
Monterey County Probation	$55,440
Total	$221,758

The cost will increase be 15% the first year of the new MOU, which represents an increase to the City's cost of approximately of approximately $7,500.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the proposed MOU;
2. Request a modification of the terms of the MOU;
3. Do not approve the MOU and eliminate the campus-based probation officer program; or
4. Provide staff other direction.

Exhibits:

1. Memorandum of Understanding

Approved by: _____
Steven Adams, City Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF MONTEREY,
CITY OF KING,
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT,
AND
KING CITY UNION SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is between the County of Monterey ("County"), by and through the Monterey County Probation Department ("MCPD"), and a collaborative of three South County agencies (collectively: "South County Agencies"): the City of King ("King City"), the South Monterey County Joint Union High School District ("SMCJUHSD"), and the King City Union School District ("KCUSD").

PURPOSE

This Memorandum of Understanding was developed by the Monterey County Probation Department, hereafter known as **MCPD**, and a collaborative of three agencies, hereafter known as **South County Agencies**: the City of King, hereafter known as **KING CITY**, the South Monterey County Joint Union High School District, hereafter known as **SMCJUHSD**, and the King City Union School District, hereafter known as **KCUSD**.

The purpose of this agreement is to provide a coordinated approach, utilizing available resources from both agencies, to closely monitor and supervise juvenile probationers and assist with at-risk students within South County school systems. All agencies believe that a campus-based probation officer will further this goal, and agree to collaborate by coordinating and providing the following services:

A. PRINCIPLES OF AGREEMENT

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

MCPD shall assign 1.00 FTE Deputy Probation Officer (DPO) II to school sites, specifically the King City High school and the Chalone Peaks Middle school, while this Agreement is in effect and in force.

The four partners will support the full cost of the Deputy Probation Officer II as detailed in the **Budget-Exhibit A** for each fiscal year of the program as follows:

1.	Monterey County Probation Department	25%
2.	City of King	25%
3.	South Monterey County Joint Union High School District	33%
4.	King City Union School District	17%

The DPO will share his/her time on campus between the high school and the middle school, on average 2/3 at the King City High school and 1/3 at the Chalone Peaks Middle school.

Monterey County Probation Department agrees:

1. The duties of the assigned **Deputy Probation Officer II** shall be, but not necessarily limited to, the following:

   a. Assist in the cooperative effort of probation and schools to closely monitor and supervise juvenile probationers attending specified schools and to improve behavior in the community, home and school;

   b. Provide supervision of minors on formal and informal probation attending specific school campuses;

   c. Impose and monitor programs of informal probation and other dispositional options for minors attending specified school campuses who commit crimes and are referred for Intake Services by MCPD;

   d. Work closely with school administrators and assist faculty in monitoring and ensuring school attendance of probationers and other students attending the Middle School and High School;

   e. Provide supportive services to the schools in the area of delinquency prevention and diversion;

   f. Serve as resource person to the specified schools regarding dispositional options and assist the school in making appropriate referrals to collateral agencies or other components of the juvenile justice system;

   g. Attend, as needed, regular interagency meetings of the participating agencies;

   h. Coordinate with the King City Police Department on youth –related cases and incidents, collaborate on strategies to prevent acts of violence, and recommend/refer youth for consideration of participation in the City's pre-diversion program;

   i. The Deputy Probation Officer will be responsible for filing petitions, preparing court reports, making necessary court appearances, attend all scheduled annual trainings, and perform duties consistent with MCPD requirements;

   j. If the assigned Deputy Probation Officer is unable to perform his/her duties for an extended period of time, the MCPD shall make a reasonable effort to provide an interim replacement.

The South County Agencies agree:

1. The South County Agencies shall remit an amount equal to a combined **75%** over the term of this agreement for each FY (FY2020-2021, FY 2021-2022 and FY 2022-2023), as detailed in

Exhibit A, payable in quarterly installments upon receipt of an invoice by the Probation Department, for the actual cost of the assigned officer, up to the maximum contract amount.

2. The Deputy Probation Officer is an employee of the Monterey County Probation Department that retains supervision responsibility.

The School Districts agree to:

1. Provide a secured work space, telephone, computer and necessary equipment to the Deputy Probation Officer assigned to the specified schools.

B. GENERAL PROVISIONS

a. To the extent permitted by law, MCPD and South County Agencies agree to share information regarding prospective and enrolled students of the campus-based probation program. The sharing of information relative to specific case histories, as permitted by law, is deemed essential to interagency collaboration. MCPD and South County Agencies acknowledge and agree any shared confidential information shall not be released, disclosed, or otherwise made available to any individual or organization other than the designated personnel for this MOU.

b. MCPD has the authority to arm the DPO, if it deems it necessary, to ensure officer safety in the performance of his/her duties.

c. MCPD and South County Agencies shall work together in a cooperative manner to achieve the program's objectives. MCPD and South County Agencies will hold joint responsibility to maintain sufficient attendance and student enrollment numbers to adequately fund the level of service/support.

C. MUTUAL INDEMNIFICATION

a. Except as otherwise required by applicable law, MCPD and South County Agencies agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to hold harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.

b. During the term of this MOU, all parties shall take out and maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of $1,000,000 per occurrence for employer's liability.

c. During the performance of this MOU, South County Agencies shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.

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

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

D. TERM

a. The initial term of this MOU shall be from July 1, 2020 through June 30, 2023.

b. If during the term of this MOU it is deemed necessary by any party, the agreement may be reviewed and thereafter revised by mutual consent. Any party may terminate this MOU upon giving at least thirty days written notice of such termination to the other parties. Upon such termination, MCPD shall be reimbursed for all services provided to the South County Agencies, up to and including the date of termination.

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

[Signatures on following page]

We, the undersigned, as authorized representatives of the **MONTEREY COUNTY PROBATION DEPARTMENT,** the **CITY OF KING,** the **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**, and the **KING CITY UNION SCHOOL DISTRICT** do hereby approve this document.

MONTEREY COUNTY

Todd Keating
Interim Chief Probation Officer

Dated:

Brian Walker, Superintendent
South Monterey County Joint Union High School District

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Anne K. Brereton
Deputy County Counsel

Dated:

CONTRACTORS

Steven Adams, City Manager
City of King

Dated:

Rory Livingston, Superintendent
King City Union School District

Dated:

EXHIBIT A

County of Monterey - Probation Department King City Campus Probation Officer Program FY 2020-21 to FY 2022-23 **Salary & Benefits:**	Program Annual Budget FY2020-21	Program Annual Budget FY2021-22	Program Annual Budget FY2022-23
Deputy Probation Officer II (1.0 FTE @ Step 7)			
Salary	104,286	106,372	108,499
Benefits	78,668	80,241	81,846
Total Salary and Benefits:	**182,954**	**186,613**	**190,345**
Services & Supplies & Vehicle Costs:			
Data Processing/ERP/Telcom Services ($743 per workstation per mo) Qty 1 workstation	8,916	8,916	8,916
Cell phone @ $30 mo. (Qty 1)	360	360	360
Laboratory Services & Drug Testing Supplies	500	500	500
Office Supplies $25 per month	300	300	300
Staff Training Charge $42 per month	504	504	504
Vehicle Lease/Replacement Cost @$372 per month	4,464	4,464	4,464
Vehicle Fuel @ $300 mo.	3,600	3,600	3,600
Total Services, Supplies and Vehicle Costs:	**18,644**	**18,644**	**18,644**
Sub Total:	**201,598**	**205,257**	**208,989**
Administrative/Indirect Costs (10%)	20,160	20,525	20,899
Grand Total	**221,758**	**225,782**	**229,888**

CONTRIBUTIONS	**PERCENTAGE**	**FY 20-21**	**FY 21-22**	**FY 22-23**
King City	25%	55,439	56,446	57,472
South Monterey County Joint Union High School District	33%	73,180	74,508	75,863
King City Union School District	17%	37,699	38,383	39,081
Monterey County Probation	25%	55,440	56,445	57,472
TOTAL	**100%**	**221,758**	**225,782**	**229,888**

KING CITY
CALIFORNIA

Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 28, 2020**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF CANNABIS RETAIL STOREFRONT DISPENSARY CONSULTANT SERVICES**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a Consultant Services Agreement with HdL Companies to assist the City with the cannabis retail storefront dispensary pre-application process; and 2) authorize the City Manager to make non-substantive changes in a form approved by the City Attorney.

BACKGROUND:

At the February 25, 2020 meeting, the City Council adopted an Ordinance to allow cannabis storefront retail dispensaries, which took effect on March 26th. A maximum of two permits will be issued at one time.

The proposed process for selecting those eligible for the limited number of permits included in the Ordinance is designed to be objective, while also limiting consideration to high quality proposals and experienced operators. Under the proposed process, applicants will be required to participate in a pre-application process. The top two selected will then be eligible to apply for their conditional use permit (CUP), cannabis business permit and other approvals required before allowing them to operate.

The pre-application process is based upon the following submittals:

- Proposed Dispensary Site and Neighborhood Compatibility Plan
- Business and Operations Plan
- Qualifications and Experience of Principals
- Security Plan

- Labor and Employment Plan
- Improvement Plan and Schedule

An independent third party selected through a request for proposals (RFP) process will evaluate the proposals and score them on a scale of 600 points. Those receiving at least 500 points would be included in a lottery. The lottery will determine the ranking of all the eligible proposals. At the March 10, 2020, the draft application packet of materials was reviewed and approved by the City Council.

On March 9, 2020, staff distributed the RFP, which were due March 30th. Four proposals were received. A selection committee reviewed the proposals, ranked them based on criteria set forth in the RFP, interviewed the top two firms, and then ranked the top two again based on the criteria to select the recommended firm.

DISCUSSION:

Proposals were 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.

HdL Companies received the highest rating based on the evaluation of the criteria.

Under the agreement, the consultant will first review the application packet and make recommendations on whether any changes are needed. Staff will then proceed to issue a notice of the pre-application process. All applications received will be forwarded to the consultant, who will conduct the evaluation independent of City staff. Once the application submittals are ranked, they will be forwarded to the City to conduct the lottery process.

The schedule previously presented to the City Council is as follows:

Adoption of Ordinance	February 25, 2020
Ordinance Becomes Effective	March 26, 2020
Selection of Independent Consultant	April 28, 2020
Notice of Pre-Application Process	May 11, 2020
Deadline for Accepting Applications	July 9, 2020

Completion of Independent Review	August 20, 2020
Lottery Process	September 10, 2020

As you can see, staff is on schedule at this point of the process. Once staff meets with the consultant, a decision will be made whether any postponements or additional time is necessary due to the impacts of COVID-19.

COST ANALYSIS:

The cost of the contract is $2,000 per application. This cost will be recovered from the application fee.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:
1. Approve staff's recommendations;
2. Modify the agreement and approve;
3. Do not approve the agreement and direct staff to modify the process or provide other options for consultants; or
4. Provide other direction to staff.

Exhibits:
1. Consultant Services Agreement
2. Request for Proposals

Prepared and Approved by: _____
Steven Adams, City Manager

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2020, by and between the CITY OF KING, a California municipal corporation ("City") and HdL Companies, Inc. (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty Thousand ($30,000.00) ("Contract Sum").

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

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

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

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. David McPherson 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. Steven Adams, City Manager, [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

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

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

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

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

5.2 General Insurance Requirements.

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

this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in

default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

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

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

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

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

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

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this

Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

_____

Steven Adams, City Manager

ATTEST:

_____

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

The specific tasks contained within this scope of services are as follows, which will be performed at the request of the City:

A. Process Design Consultation

Consultant shall provide City general advisement and consultation involved in finalizing the application and evaluation forms, the scoring system and checklist, and the scoring process. The draft application, pre-application handout, and scoring checklist are attached.

B. Application Evaluations

Evaluate and score each application based on the scoring checklist and criteria set forth in the City of King Municipal Code. Prior to receipt of the applications, consultant shall:

- meet with City staff to review the criteria and application materials, finalize all materials and the process,
- review City priorities and issues, and
- develop a process for Consultant to obtain all information and resources to complete the evaluation process.

It is the City's intent that the Consultant independently conduct the evaluation with no input or participation by City staff and officials, once applications have been submitted.

Project Applications shall be mailed to City Hall, recorded and transmitted, unopened, to the selected Consultant.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The cost for the services set forth in Exhibit A Scope of Services shall be a lump sum fee of $2,000.00 per application received.

Additional Services

The cost does not include any involvement or assistance with appeals to the City's final selection. Any costs associated with such additional services will be invoiced at the following hourly rates rates:

Compliance Director	$300
Deputy Compliance Director	$250
Senior Policy Advisor	$250
Audit Manager	$250
Senior Compliance Inspector	$195
Senior Auditor/Auditor	$195
Compliance Inspector	$195

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The work shall be completed within the following schedule unless mutually agreed by both parties:

Selection of Independent Consultant	April 28, 2020
Notice of Pre-Application Process	May 11, 2020
Deadline for Accepting Applications	July 9, 2020
Completion of Independent Review	August 20, 2020
Lottery Process	September 10, 2020

EXHIBIT 2

KING CITY
CALIFORNIA

KING CITY

CANNABIS STOREFRONT RETAIL DISPENSARY PRE-APPLICATION PROCESS EVALUATION (Amended March 26, 2020)

DUE DATE: 5:00 P.M. MONDAY, MARCH 30, 2020

I. PURPOSE

The City of King is soliciting proposals from qualified consultants to serve as an independent third party to evaluate and score proposals related to cannabis storefront retail dispensary permits as part of a pre-application process.

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.

The City of King City Council adopted an ordinance at its February 25, 2020 meeting, which will allow cannabis storefront retail businesses in King City. The ordinance is scheduled to take effect on March 26th. The ordinance allows up to a maximum of two cannabis storefront retail businesses which may be located n the following areas:

- The highway service zoned area west of the freeway excluding properties located on Canal Street;
- The C2 zone; and
- The First Street corridor and highway service zoned areas on First Street from Ellis Street to Highway 101.

Eligible applicants shall be selected through a pre-application process. Applications will be scored by an independent third party selected through this RFP process based on the following criteria:

- Degree to which the site of the proposed dispensary is available, suitable for the proposed use, and potential neighborhood and community impacts are minimized through building and site orientation and improvements, (including but not limited to signage, traffic, parking, lighting, appearance of building, prevention of access to minors, waste, odor and noise) (100 points).
- Economic viability, capitalization of the proposed dispensary, schedule for completion and opening of the proposed dispensary, and level and quality of services to be provided at the proposed dispensary (100 points).
- Experience of owners, managers and employees in the operation of a retail cannabis business (including but not limited to prior history of positive sales,

appearance and maintenance of a retail cannabis business, legal compliance, management and positive community relations) and other experience related to the operation of a commercial cannabis business (100 points).

- The operations and security plan for the proposed dispensary (including but not limited to the non-diversion of cannabis and/or cannabis products, on-site security technology, and in-house and contract security personnel) (100 points).

- Employment opportunities for City of King residents (including but not limited to estimated job creation, pay rates, and actions proposed to hire and train local employees) (100 points).

- Investment and improvements in the interior and exterior of the structure and property of the proposed dispensary (100 points).

Applicants will be required to submit the following items as part of the application package:

- Proposed Dispensary Site and Neighborhood Compatibility Plan
- Business and Operations Plan
- Qualifications and Experience of Principals
- Security Plan
- Labor and Employment Plan
- Improvement Plan and Schedule

Those applications meeting a minimum required score will be entered into a lottery. The first two applications selected in the lottery will be eligible to proceed through the normal City cannabis permitting process. The Notice of the Pre-Application Process is anticipated to be released on May 11, 2020 and the deadline for accepting applications is tentatively scheduled for July 9, 2020.

The ordinance amends the current cannabis ordinance, which allows all other currently approved cannabis uses in the City's industrial area, which includes the M-1, M-2 and M-3 zoning districts and the East Ranch Business Park Specific Plan area. Those uses are as follows:

- CA Types 2 (small indoor cultivation)
- CA Type 3 (medium indoor cultivation)
- CA Type 4 (nursery)
- CA Type 6 (non-volatile manufacturing)
- CA Type 7 (volatile manufacturing)
- CA Type 8 (testing)
- CA Type 10 (non-storefront delivery)
- CA Type 11 (distribution)
- CA Type 12 (microbusiness)

III. FORMAT

Submittals shall include the following information:

A. A description of the Consultant's experience, particularly related to consultation with City and County governments involving processes for issuing permits cannabis storefront retail dispensaries. .

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.

E. Cost proposal, including cost per application and rate schedule for general consultation.

IV. SCOPE OF WORK

A. Process Design Consultation

Consultant shall provide City general advisement and consultation involved in finalizing the application and evaluation forms, the scoring system and

checklist, and the scoring process. The draft application, pre-application handout, and scoring checklist are attached.

B. Application Evaluations

Evaluate and score each application based on the scoring checklist and criteria set forth in the City of King Municipal Code. Prior to receipt of the applications, consultant shall:

- meet with City staff to review the criteria and application materials, finalize all materials and the process,
- review City priorities and issues, and
- develop a process for Consultant to obtain all information and resources to complete the evaluation process.

It is the City's intent that the Consultant independently conduct the evaluation with no input or participation by City staff and officials, once applications have been submitted.

Project Applications shall be mailed to City Hall, recorded and transmitted, unopened, to the selected Consultant.

V. SUBMITTAL

Submit three copies of the proposal by 5:00 p.m. on Monday, March 30, 2020 to:

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

Alternatively, the proposal may be submitted electronically by e-mail to sadams@kingcity.com. Please direct any questions to Steven Adams at 831-386-5917.

VI. SELECTION PROCESS

A City staff review committee 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:	March 30, 2020
Interviews if necessary	April 6, 2020
Selection of consultant	April 9, 2020
Council approval	April 28, 2020
Notice of pre-application process	May 11, 2020
Deadline for accepting applications	July 9, 2020
Completion of independent review	August 20, 2020
Lottery process	September 10, 2020

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, its officials, managers, officers, directors, attorneys, members, employees, agents, contractors, consultants, and volunteers (collectively "Indemnitees") from and against any and all claims, damages, costs (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation), liens, judgments, penalties, permits, consultant's fees, expenses and/or liabilities arising out of, involving, or in any way connected 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 an Indemnitee) litigated and/or reduced to judgment. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

In case any action or proceeding is brought against an Indemnitee by reason of any of the foregoing matters, Company upon notice from the City shall defend the Indemnitee(s) 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 or other Indemnitee'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. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. City shall timely notify Company in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City or any other Indemnitee claims to be indemnified and held harmless by Company pursuant to this Agreement and requesting Company defend City or any other Indemnitee. Company shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Company does not reject such tender of defense within such 10 working day period, Company shall be deemed to have accepted such tender, and within 15 days shall make an initial deposit in a draw-down account with the City of an amount estimated by the City to cover a minimum of two month's worth of City costs or other expenses

associated with the defense of the matter. Company shall be required to make additional deposits within 15 days request by the City from time to time as may be deemed reasonably necessary by the City to ensure a minimum of two-months' worth in the draw-down account for City's use. When Company accepts such tender, City shall cooperate fully in such defense. Company shall then have the right to select and retain the attorney or attorneys who will defend the City or other Indemnitee(s). However, City shall have the right to approve the counsel selected by Company, which approval shall not be unreasonably withheld or delayed. Company agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City other Indemnitee, as well as those generated by the City Attorney for review or other time associated with the matter, in any claim, demand, action, proceeding or litigation.

Company shall control the conduct of the defense of any claim or action provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court or similar body in connection with such defense and Company shall reimburse the City for review time for each draft brief or other document (including the administrative record) to be filed on behalf of the City; and (2) the City shall review and reasonably approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount, nor a proposed settlement that would be detrimental to public health, welfare, or safety. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action.

D. The Company 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 Company 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 Company 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. Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

E. 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 Company'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 Company shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to the Contract Officer. Within 30 days after selection of the Company by the City by lottery, or as otherwise extended by the City's Contract Manager, Company shall provide the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages. Said Certificates of Insurance or binders must be approved by the City prior to any use or work under the Project. 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.

F. 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.

X. EXHIBITS

A. Cannabis Storefront Retail Application
B. Cannabis Storefront Retail Pre-Application Handout
C. Cannabis Storefront Retail Scoring Checklist

KING CITY
CALIFORNIA

Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 28, 2020**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **STEVEN ADAMS, CITY MANAGER**

BY: **OCTAVIO HURTADO, CITY ENGINEER**

RE: **CONSIDERATION OF AN APPLICATION FOR FEDERAL ASSISTANCE CARES ACT FUNDS (FORM OMB SF-424) FOR MESA DEL REY AIRPORT**

RECOMMENDATION:

It is recommended City Council adopt a Resolution authorizing the City Manager to submit, accept, and execute a grant agreement with the Federal Aviation Administration (FAA) for eligible funds available through the FAA CARES Act.

BACKGROUND:

On April 14, 2020, the Secretary of Transportation announced eligible funds for airports under the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136). These funds are available to assist airports to address the COVID-19 public health emergency. Funds are distributed based on airport categories. Mesa Del Rey Airport is eligible for a total of $30,000 in funding. There are three different options of receiving CARES Act funds and the application process varies accordingly. Eligible uses include the following categories:

Option 1: Use CARES Act funds for operational related expenses, such as payroll, utility bills, or payment of debt service.
Option 2: Use CARES Act funding on development or land acquisition projects.
Option 3: Use some of the CARES Act funding on operational expenses and some on airport development.

DISCUSSION:

Staff is recommending the City submit the application and designate Option 3. The CARES Act can increase the federal share on the AIP and supplemental discretionary

grants already planned for 2020 by 100% rather than 90% as was under normal circumstances. This will be critical because the City may otherwise have had to cancel the grant process due to financial issues caused by COVID-19 since it would have been difficult to maintain matching funds in the budget. Staff has been preparing for an AIP 2020 design grant to rehabilitate the taxiway and will be reviewing with FAA if this is an eligible project. Staff will also coordinate with Kimley Horn on eligible operations where the City can use any remaining CARES Act funds.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within a Class 1 Categorically Exemption under the California Environmental Quality Act ***("CEQA")*** Guidelines Section 15301-Existing Facilities. The Project involves rehabilitation of the existing taxiway. No expansions are proposed. No further action under CEQA is required. Further, the City submitted a Documented Categorical Exclusion form to the FAA for consideration of this project. The FAA has determined AIP2020 Categorically Excluded pursuant to FAA Order 1050.

COST ANALYSIS:

The CARES Act will provide $30,000 in additional revenue for project and operational related expenses. Staff will coordinate with FAA for eligibility on AIP2020 funds. These funds need to be spent within four years and will be audited annually.

ALTERNATIVES:

The following alternatives are provided for Council consideration:
1. Adopt the Resolution;
2. Request modifications to the expenditure of funds and adopt the Resolution;
3. Do not approve submittal of the application; or
4. Provide staff other direction.

Submitted by: Erica L. Lenne for
Octavio Hurtado, City Engineer

Approved by:
Steven Adams, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION, FOR CARES ACT FUNDING FOR MESA DEL REY AIRPORT

WHEREAS, the Secretary of Transportation announced on April 14, 2020 eligible funds under the Coronavirus Air, Relief, and Economic Security Act (Public Law 116-136) to assist airports; and

WHEREAS, the Mesa Del Rey Airport is eligible for $30,000 of federal CARES Act funding; and

WHEREAS, the City Council authorizes the City Manager to submit the application for Federal Assistance (OMB SF-424) for CARES Act funding.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of King authorizes submittal of a grant application for CARES Act funds for the Mesa Del Rey Airport for project and/or operations expenses and, upon approval of the Federal Assistance (OMB SF-424), authorizes the City Manager to enter into and sign the grant agreement and any subsequent amendments with the Federal Aviation Administration for the purpose of this grant.

BE IT RESOLVED by the City Council of the City of King as follows:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of King City held on April 28, 2020, by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos
City Attorney