

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

TUESDAY MAY 26, 2020

6:00 P.M.

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

**Teleconference and Conference call services will be available for the meeting.*

To join the meeting, select ONE of the options below:

- 1) Click on the following link: [Join Microsoft Teams Meeting](#)
- 2) -OR- Copy and paste the full link highlighted below into your internet browser:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTkzMzE5MjAtN2RlMi00ZmYyLWFiMDctMGJhZmFiZGUxZGU1%40thread.v2%20?context=%7b%22Tid%22%3a%22446c5f0b-67e0-4a70-9b14-a5510f9d6ff4%22%2c%22Oid%22%3a%227bd9b36f-8dd8-4f7e-9cd1-c285882c4058%22%7d
- 3) -OR- Call the following number [+1 619-327-9987](tel:+16193279987) and enter the 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**

A. Proclamation in Recognition of the Valley Heritage Quilt Guild

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. Consideration: Meeting Minutes of May 12, 2020 Council Meeting
Recommendation: approve and file.
- B. Consideration: City of King Check Register May 1, thru May 15, 2020
Recommendation: receive and file.
- C. Consideration: Successor Agency Check Register May 1, thru May 15, 2020
Recommendation: receive and file.
- D. Consideration: Riverview Gardens Landscape Maintenance District Annual Assessment for Fiscal Year 2020-21”
Recommendation: 1) adopt Resolution No. 2020-4764, initiating proceedings and ordering the assessment engineer, Harris & Associates, to prepare and file a report for the Riverview Gardens Landscape Maintenance District, pursuant to provisions of the Landscaping and Lighting Act of 1972 of the Streets and Highways Code of the State of California; 2) adopt Resolution No. 2020-4765, preliminarily approving the Engineer’s Report which generally describes the improvements or any substantial changes to the improvements for the Riverview Gardens Landscape Maintenance District, pursuant to provisions of the Landscaping and Lighting Act of 1972 of the Streets and Highways Code of the State of California; and adopt Resolution No. 2020-4766, announcing intention to levy and collect assessments within the Riverview Gardens Landscape Maintenance District and fixing time and place for public hearing on the levy of the proposed assessment, pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California.
- E. Consideration: Agreement for 9-1-1 Emergency Communications Services and Governance
Recommendation: approve and authorize the City Manager to execute the Agreement for 9-1-1 Emergency Communications Services and Governance.

- F. Consideration: Review of the City of King Proclamation of Local Emergency and Ordinance Establishing 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
Recommendation: take no action to amend or terminate the Proclamation of Local Emergency or the Ordinance that established enforcement and appeals procedures for the Orders of the Monterey County Health Officer related to the COVID-19 pandemic within the City of King.
- G. Consideration: Side Letter of Agreement Extending Memorandum of Understanding with the King City Police Officers Association
Recommendation: approve and authorize the City Manager to execute a third Side Letter of Agreement with the King City Police Officers Association (KCPOA) to extend the current Memorandum of Understanding (MOU) for one (1) year through June 30, 2021.
- H. Consideration: Side Letter Agreement Extending Memorandum of Understanding with the King City Police Sergeants Association
Recommendation: approve and authorize the City Manager to execute a third Side Letter of Agreement with the King City Police Sergeants Association (KCPSA) to extend the current Memorandum of Understanding (MOU) for six (6) months through December 31, 2020.
- I. Consideration: Side Letter Agreement with the King City Confidential Employees Association
Recommendation: approve and authorize the City Manager to execute a first Side Letter of Agreement with the King City Confidential Employees Association (KCEA) to modify their current Memorandum of Understanding (MOU) for the period of July 1, 2019 through June 30, 2022.
- J. Consideration: Side Letter Agreement with the Service Employees International Union Local 521
Recommendation: approve and authorize the City Manager to execute a first Side Letter of Agreement with the Service Employees International Union Local 521 (SEIU) to modify their current Memorandum of Understanding (MOU) for the period of July 1, 2019 through June 30, 2022.

10. PUBLIC HEARINGS

- A. None

11. REGULAR BUSINESS

- A. Consideration: Adjustments to the FY 2020-21 Budget
Recommendation: 1) approve the recommended adjustments FY 2020-21 budget adjustments.
- B. Consideration: Consideration of 2020 Community Opinion Survey Results
Recommendation: receive the results and analysis of the 2020 King City Community Opinion Survey.

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.

None

13. ADJOURNMENT

City of King

PROCLAMATION

Honoring

The Valley Heritage Quilt Guild

May 26th, 2020

WHEREAS, the Valley Heritage Quilt Guild was established in 1998 in King City and has been active for 22 years; and

WHEREAS, the Quilt Guild has a Sew N Sews group that meets monthly at the Grade Lutheran Church in King City, along with other valuable meetings, programs and activities for their members; and

WHEREAS, the Quilt Guild makes comfort quilts that are given to people who are going through difficult health issues, a loss of a loved one, or other tragedies; and

WHEREAS, the Quilt Guild adopts a South County family in need each year to provide a special Christmas with gifts of clothing, coats, shoes, toys, food, gift certificates and a quilt; and

WHEREAS, the Quilt Guild makes and donates beautiful quilts on a regular basis for fundraisers to support many local charitable and service organizations; and

WHEREAS, during the pandemic, the Quilt Guild's members have made and donated hundreds of masks for health care workers, first responders, educators, social service workers, and others in need in order to protect their health and save lives.

NOW, THEREFORE, BE IT PROCLAIMED on behalf of the City Council of the City of King that we express our sincerest appreciation to the Valley Heritage Quilt Guild for their tireless work and service to our community by helping many people in need, particularly during this challenging time.

Mike LeBarre, Mayor

**City Council Meeting
May 12, 2020**

1. CALL TO ORDER:

Regular Meeting called to order at 6:01pm 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 Phone).

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

Mayor LeBarre announced that he would be adjourning the meeting in memory of Victor Avalos.

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

A. Recognition of National Public Works Week

Council member Acosta appreciates all the public works workers and all they do.

Council member DeLeon feels that Public works is amazing, and they are a great asset to the city, it feels like there are more than the few that are working and keeping the city look good.

Council member Cullen is very appreciative of them and their hard work early mornings and all types of weather they are out there.

Mayor Pro Tem Victoria stated that we have a great public works staff.

Mayor state that with all the additional tasks they have to perform they have a good heart and passion for our community, they are appreciated.

City Manager has never worked with a public works crew as good as this one, that are hard workers and very dedicated and focused on their job and doing the best that they can.

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon stated that he got items (pens, t-shirts) from the Census and he distributed it out in his neighborhood and it was a big hit it helps remind people that the census is still happening and its very important to participate.

Council Member Acosta stated nothing to report at this time.

Council Member Cullen stated that the Salinas Valley Fair stated that with the paycheck protection plan they could continue to pay their staff. The money for the property has been allocated and budgeted. This would be fair week under normal circumstances. The kids will be turning in their animals and they will be processed and the auction on June 20th. Fall Carnival is still tentatively planned for September 24-27. Online auction there will be an insert on June 17th. Salinas Valley Solid Waste Authority canceled the last Friday meeting that they were supposed to have. Progress is not moving forward at this time.

Mayor Pro Tem Victoria thanked Council member Cullen for what he is doing with Salinas Solid Waste Authority. He received swag from Census and has passed out some of it. He is fielding a lot of questions about business being opened. He worked at the fairgrounds parking lot for the wifi providers for the from 1-5p.m. M-F and Chalone Peaks middle school and Del Rey children from 8a.m. to 7p.m.

Mayor LeBarre thanked Council member Cullen for what he is doing with the Salinas Solid Waste Authority and stated that he has a lot more zoom meetings and weekly briefings with Federal and State and Monterey County. He has been participating in Digital Equity Group and they are raising dollars for devices and access with wireless providers. Supervisor Lopez organized a business town hall this Thursday at 5:00p.m.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated the City is trying to partner with the schools for a grant for wifi and devices. On the order it has changed since the last meeting on masks, staff has been able to get a mailer out to the community on the order. Masks and bandannas have been being passed out to stores. The County just acquired a large number of masks that we are coordinating with to get out to ag. Businesses opening for curbside service. Signage has been requested staff is working with Casey Printing on some nicer signs to post in the downtown and other businesses. City Hall is getting ready for re-opening even though we do not have a date. Purchasing temporary shields, more signage, and other things for maintain social distancing.

City Attorney Roy Santos stated no new developments right now.

9. CONSENT AGENDA

- A. Consideration: Meeting Minutes of April 28, 2020 Council Meeting
- B. Consideration: City of King Check Register April 16, thru April 30, 2020
- C. Consideration: Successor Agency Check Register April 16, thru April 30, 2020
- D. Consideration: Support for AB 2165

Action: Motion to approve consent agenda items A-D 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: Urgency Ordinance of the City Council of the City of King Extending 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.

Council member DeLeon clarified about wearing the face mask in public. He had an incidence where the community member stated that the police said they didn't have to wear one if they don't want to. Chief Masterson ask for more information and will look into it.

Council member Acosta feels that she is not for furthering this. She has nothing but respect for the King City Police Department and the City's position in this. She believes that it is time to equally put together a plan towards recovery for the business community and the social emotional needs of our children and the unemployed as well due to Covid 19 and to back a mutual plan to safely return to life. This order addresses repressive negative numbers that does not apply to King City or its citizenry. There is no clear end in sight as she reads everything that comes in or the needs of our community are not considered. There is an increase to alcohol, drug abuse and domestic violence. Monterey County of Behavior Health and the Monterey County Office of Education often meet with Monterey County homeless Coalition they have been working on solutions for the underserved children that do not have access to the internet. Many of the parents have returned to work in the field and which leaves the youth without parental oversight and prime for gang grooming. Without sports, swimming pools, or the ability to play at parks children are isolated which is a concern for suicide, drugs and other things. The very thing that we have fight so hard as this council to provide with ProYouth, our citizens violence abatement strategy committee that provides structure This is very difficult years for young people already and isolation is just adding to more problems. She believes that our responsibility to work as hard to establish a safe way of opening of the business community and not let their life work go for not.

Council member Cullen ask what the implications if we do not pass this ordinance. City Manager stated that it doesn't change that the City has to enforcement this order it just makes it more difficult to enforce the order for the Police Department and makes it more difficult to explain to the public how it works. Chief Masterson stated that he agrees with what the City Manager stated. We are duty bound to enforce this order. Chief Masterson likes the thought of local control. Council member Cullen agrees with all the comments that have been made. Yet we are bound to enforce the order.

Mayor LeBarre stated that there are great points on either side. He is concerned with the original draft with the ability to state as facts the where as' he hopes the rest of the council will consider this. He would be open to going to a two-week review. He is concerned with the order morphing into something different. He wants it to state facts accurately. He would like to bring back the City's emergency declaration for review to verify that the facts are still in existence. Recognizing that ultimately it is governed by the governor and the health officer.

City Attorney Santos stated the legal issue bringing the ordinance back before the expiration and explained the cost of republishing the ordinance every two weeks. City Manager ask if the council wanted to review and remove it would that be something they could do and if it didn't change not take action. City Attorney stated that could be a possibility.

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

Action: Motion to adopt an Urgency Ordinance extending 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 with the edit the mayor made and the alteration as far as the vote goes for lifting the ordinance by Cullen and seconded by Victoria.

AYES: Council Members: LeBarre, Cullen, DeLeon and Victoria

NOES: Council Members: Acosta,
ABSENT: Council Members:
ABSTAIN: Council Members:

11. REGULAR BUSINESS:

A. Consideration: Proposal for Cannabis Tax Measure

City Manager Adams introduced this item.

Council member Cullen wanted to remind everyone that he got an education from Hearne company and the manufacturing for hemp the bottom has dropped out. Need to be careful about taxing hemp. He supports all the other items.

Council member DeLeon agrees with Council member Cullen.
Mayor LeBarre recommends not having hemp on the ballot. Same concern on distribution. Have in place but not have it activated. He would like to have more discussion on distribution.

Council member Cullen agrees with the Mayor on the hemp not on the ballot. He feels that 2% for distribution on sales outside the city is ok. Council member Acosta agrees with Council member Cullen.

City Attorney Santos stated that the consultant was looking to the changes that will be happening in the dispensary that the hemp will be able to be sold just like the cannabis in the dispensary.

Council member Cullen would like to see the tax for hemp just for dispensaries.

Karen Jernigan's concern on this item is the cost to put this on the ballot and she would like to know how long it would take to recoup the \$10,000 in cost plus more for revenue. She feels it is too complicated to explain and difficult to understand, she is not sure people will vote for this and she is not sure they will make the money back.

Action: Motion to Direct staff to draft a measure for the November 3rd ballot modifying the existing cannabis tax ordinance to add a cannabis retail tax and to incorporate other recommended changes to include hemp on the retail side only on dispensaries at same rate of 5% by Cullen and seconded by DeLeon.

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

12. CITY COUNCIL CLOSED SESSION

1. Government Code Section 54956.95
LIABILITY CLAIMS
Claimant: Robert Ange
Agency Claimed Against: King City

ADJOURNMENT:

Mayor LeBarre adjourned the meeting in memory of Victor Avalos 7:08p.m. to closed session.

7:12p.m. went into closed session.

7:15p.m. back in regular meeting, with nothing to report out of closed session on a motion by Victoria and seconded by DeLeon, and unanimous vote Mayor LeBarre adjourned the meeting.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF CITY OF KING CHECK REGISTER MAY 1
THRU MAY 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.

**CITY COUNCIL/CITY
CONSIDERATION OF CITY OF KING CHECK REGISTER MAY 1 THRU MAY
15, 2020
MAY 26, 2020
PAGE 2 OF 2**

Exhibits:

1. Check Register Report

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Check Register Report

May 1 - May 15, 2020

Date: 05/19/2020

Time: 10:50 am

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
63734	05/01/2020	Void	05/01/2020			Void Check	0.00
63735	05/01/2020	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Paint Supply	1,038.84
63736	05/01/2020	Printed		A & W	ALESHIRE & WYNDER LLP	Emergency Declaration and	25,608.74
63737	05/01/2020	Printed		ALVAREZL	ALVAREZ TECHNOLOGY GROUP -	Computer IT Contract	1,430.59
63738	05/01/2020	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	I T Services - June 2020	5,361.03
63739	05/01/2020	Printed		AT & T	AT & T	Telephone -	97.13
63740	05/01/2020	Printed		AT & T	AT & T	Telephone -	215.25
63741	05/01/2020	Printed		AT&T - C	AT&T	Cal Net - K C Police	20.84
63742	05/01/2020	Printed		AT&T - C	AT&T	KCPD - Cal Net	58.23
63743	05/01/2020	Printed		AT&T - C	AT&T	Cal Net - 911 Line -	19.48
63744	05/01/2020	Printed		CASEY PRIN	CASEY PRINTING, INC.	Printing of Covid 19	1,362.00
63745	05/01/2020	Printed		COASTAL	COASTAL TRACTOR	Service as Needed.	1,597.62
63746	05/01/2020	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Fuel Tank Inspection	85.00
63747	05/01/2020	Printed		FED EXP	FEDEX	Thermometer - Corvid 19	32.00
63748	05/01/2020	Printed		FIRST AL	FIRST ALARM, INC	Fire Alarm System	364.62
63749	05/01/2020	Printed		FIRSTTA	FIRST TACTICAL LLC	Uniforms - Chief/Captain	288.34
63750	05/01/2020	Printed		FLORESEL	FLORES ELECTRIC	Suspended Contractor's Lic.	42.00
63751	05/01/2020	Printed		GREEN'S	GREEN'S ACCOUNTING	Finance and Accounting	37,412.00
63752	05/01/2020	Printed		HARBIN	HARBIN CONSTRUCTION	Fix Door Knob in K C	75.00
63753	05/01/2020	Printed		HDLCO	HDL COREN & CONE	Property Tax Admin	1,250.00
63754	05/01/2020	Printed		HINDERLITE	HINDERLITER, DELLAMAS & ASSOC	Cannabis Mgmt Program	850.00
63755	05/01/2020	Printed		PARODII	JULIE M. PARODI	Background for A Shaw.	1,400.00
63756	05/01/2020	Printed		KIMLEY-HOR	KIMLEY-HORN & ASSOCIATES, INC.	Project #094557004.1	42,518.80
63757	05/01/2020	Printed		KC GLASS	KING CITY GLASS	ADA Improvement @ Police	6,453.08
63758	05/01/2020	Printed		KSSTATE	KS STATEBANK	Street Sweeper Lease	9,649.12
63759	05/01/2020	Printed		LEAG OF CA	LEAGUE OF CALIFORNIA CITIES	2020 Membership Dues	6,170.00
63760	05/01/2020	Printed		NEWSV	NEW SV MEDIA, INC	Public Notice - Annual	102.00
63761	05/01/2020	Printed		NUNOG	GEORGE NUNO	Repairs	447.72
63762	05/01/2020	Printed		OWENE	OWEN EQUIPMENT COMPANY	Parts for Sweeper.	1,841.35
63763	05/01/2020	Printed		PACIFIC CR	PACIFIC CREST ENGINEERING INC.	Semi-Annual Well Testing	4,950.00
63764	05/01/2020	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Maint. Supply for Mower -	100.50
63765	05/01/2020	Printed		PIT	PITNEY BOWES INC	Ink for Postage Machine	122.93
63766	05/01/2020	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage	234.62
63767	05/01/2020	Printed		SVSCLIENT	SOCIAL VOCATIONAL SERVICES	Car Wash/Janitorial Services	545.00
63768	05/01/2020	Printed		STATEWTS	STATEWIDE TRAFFIC SAFETY	Striping Signs	1,392.47
63769	05/01/2020	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Annual Surrenders	160.00
63770	05/01/2020	Printed		TORO	TORO PETROLEUM CORP.	Gas - Acct 6835	1,189.63
63771	05/01/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copier -	507.15
63772	05/01/2020	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - #2065	4,607.84
63773	05/01/2020	Printed		UNIRENT	UNITED RENTALS	Scissor Lift for Painting	330.75
63774	05/01/2020	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones -	1,073.23
63775	05/01/2020	Printed		VSSINTERN	VSS INTERNATIONAL, INC	2019 K C Slurry Project	10,048.05
63779	05/15/2020	Void	05/15/2020			Void Check	0.00
63784	05/15/2020	Void	05/15/2020			Void Check	0.00
63785	05/15/2020	Void	05/15/2020			Void Check	0.00
63786	05/15/2020	Void	05/15/2020			Void Check	0.00
63798	05/15/2020	Void	05/15/2020			Void Check	0.00
63836	05/15/2020	Printed		A & G PUMP	A & G PUMPING, INC	Pump out wash rack @	1,808.50
63837	05/15/2020	Printed		A T T	AT & T	Internet - #139650003	80.25
63838	05/15/2020	Printed		AT&T-GA	AT & T	Telephone -	8.22
63839	05/15/2020	Void	05/15/2020			Void Check	0.00
63840	05/15/2020	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Tool for Picking up Trash.	1,077.68

Check Register Report

May 1 - May 15, 2020

Date: 05/19/2020

Time: 10:50 am

Page: 2

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
63841	05/15/2020	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services - Personnel	16,913.86
63842	05/15/2020	Printed		ALLIANT	ALLIANT INSURANCE SERVICES INC	Additional Vehicle Insurance	140.00
63843	05/15/2020	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supply	502.03
63844	05/15/2020	Void	05/15/2020			Void Check	0.00
63845	05/15/2020	Void	05/15/2020			Void Check	0.00
63846	05/15/2020	Void	05/15/2020			Void Check	0.00
63847	05/15/2020	Void	05/15/2020			Void Check	0.00
63848	05/15/2020	Printed		HANNA	ASSOCIATED ENGINEERING-SURVEY	2020 K C Sidewalk & Curb	42,095.44
63849	05/15/2020	Printed		AT & T	AT & T	Telephone -#831 386-9066 718 1	284.61
63850	05/15/2020	Printed		GARDEN	SYLVIA KANANI BARBREE	Flowers for Adriana.	61.99
63851	05/15/2020	Printed		BENSON	RICHARD A. BENSON PLUMBING	Repair on Pool Heaters	3,376.04
63852	05/15/2020	Printed		COASTAL	COASTAL TRACTOR	Blades for Mowers	2,388.80
63853	05/15/2020	Printed		COASTL	COASTLINE MARKETING GROUP INC	Website Maintenance	125.00
63854	05/15/2020	Printed		CONATSER	CONATSER WELDING & MACHINE,LLC	3 Piece Iron for Crew	13.94
63855	05/15/2020	Printed		CO OF MO S	COUNTY OF MONTEREY	Criminal Justice Information	11,232.57
63856	05/15/2020	Printed		COFM-PRO	COUNTY OF MONTEREY	Probation - 3rd Quarter	11,937.81
63857	05/15/2020	Printed		CRIMESTAR	CRIMESTAR CORPORATION	Crimstar - Annual Support	1,800.00
63858	05/15/2020	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprints	49.00
63859	05/15/2020	Void	05/15/2020			Void Check	0.00
63860	05/15/2020	Printed		EARTH DESI	EARTH DESIGN, INC.	WWTP Initial Study	25,982.58
63861	05/15/2020	Printed		EIKHOF	EIKHOF DESIGN GROUP INC	Public Works Special Project	4,182.50
63862	05/15/2020	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Repair on Irrigation Valve.	91.90
63863	05/15/2020	Printed		FASHION	YSAURO GONZALES	Blankets for Animals.	57.50
63864	05/15/2020	Printed		GRANITEROC	GRANITEROCK	Cold Mix for Street	1,372.67
63865	05/15/2020	Printed		TIRE KING	JOSE RODRIGUEZ	Vehicle Repairs - Unit 108	271.45
63866	05/15/2020	Printed		ERICTUCK	KEN ERICKSON & SEAN TUCKER	Overpayment	5,400.00
63867	05/15/2020	Printed		KERNOIL	KERN OIL FILTER RECYCLING, LLC	Remove Oil Waste-	125.00
63868	05/15/2020	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Radio Ads	50.00
63869	05/15/2020	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Repair Disk	720.07
63870	05/15/2020	Printed		LA HEARNE	L.A. HEARNE COMPANY	Pool Supply	430.61
63871	05/15/2020	Printed		LINCOLN	LINCOLN AQUATICS	Pool Supply	1,945.76
63872	05/15/2020	Printed		XTEL	LS DE LLC	Internet Service	1,263.35
63873	05/15/2020	Printed		MALLORYCO	MALLORY SAFETY AND SUPPLY LLC	Flares	552.79
63874	05/15/2020	Printed		MO BAY	MO BAY UNIFIED AIR POLLUTION	Testing/Permit	310.00
63875	05/15/2020	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	City Hall Copier	1,446.54
63876	05/15/2020	Printed		MO CO EMER	MONTEREY COUNTY EMERGENCY	Q4 NGEN O&M	3,971.88
63877	05/15/2020	Printed		MOCO TAX	MONTEREY COUNTY TAX COLLECTOR	Court Fees	99.00
63878	05/15/2020	Printed		NEWSV	NEW SV MEDIA, INC	CUP 2016-012(6)19	4,968.25
63879	05/15/2020	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	580.51
63880	05/15/2020	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Fuel Filter for Jack Hammer.	4.26
63881	05/15/2020	Printed		PURE WATER	PENINSULA PURE WATER INC.	Police Dept - Water	69.45
63882	05/15/2020	Printed		PAC	PG&E	Electricity -	158.07
63883	05/15/2020	Printed		PBGFS	PITNEY BOWES GLOBAL	Lease Maintenance	441.57
63884	05/15/2020	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies	111.98
63885	05/15/2020	Printed		RAINBOW	RAINBOW PRINTING	Business Cards	290.36
63886	05/15/2020	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Internet	30.90
63887	05/15/2020	Printed		SALVALP	S & L INVESTMENT	Partida Uniform	44.74
63888	05/15/2020	Printed		THE SALINA	SALINAS NEWSPAPERS, LLC	Notice of Intent Social	282.47
63889	05/15/2020	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Transcription Services -	276.05

Check Register Report

May 1 - May 15, 2020

Date: 05/19/2020

Time: 10:50 am

Page: 3

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							
63890	05/15/2020	Printed		SPECTRUMB	SPECTRUM	City Cameras	74.98
63891	05/15/2020	Printed		DIGSAFE	THE DIG SAFE BOARD PROGRAM	USA Bill	296.81
63892	05/15/2020	Printed		TORO	TORO PETROLEUM CORP.	Gas - Acct 6835	2,037.05
63893	05/15/2020	Printed		TAMC	TRANSPORTATION AGENCY	Pavement Management	16,821.00
63894	05/15/2020	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	Services - April 2020	50.00
63895	05/15/2020	Printed		UNDERGROU	UNDERGROUND SERVICE ALERT	Underground Service Alett	276.73
Total Checks: 107						Checks Total (excluding void checks):	340,037.47
Total Payments: 107						Bank Total (excluding void checks):	340,037.47
Total Payments: 107						Grand Total (excluding void checks):	340,037.47



Item No. 9(C)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: MAY 26, 2020

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF SUCCESSOR AGENCY CHECK REGISTER FOR MAY 1 THRU MAY 15 2020

RECOMMENDATION:

It is recommended the City Council acting as the Successor Agency Board receive and file.

BACKGROUND:

At least once a month, the City Treasurer shall submit to the Successor Agency Board, 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:

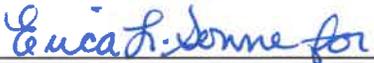
The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF SUCCESSOR AGENCY CHECK REGISTER MAY 1
THRU MAY 15, 2020
MAY 26, 2020
PAGE 2 OF 2**

Exhibits:

1. Check Register Report

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Check Register Report

May 1 - May 15, 2020

Date: 05/19/2020

Time: 10:51 am

Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
SUCCESSOR AGENCY OF Checks							
275	05/01/2020	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services	2,107.00
276	05/01/2020	Printed		GREEN'S	GREEN'S ACCOUNTING	Successor Agency -	1,800.00
Total Checks: 2						Checks Total (excluding void checks):	3,907.00
Total Payments: 2						Bank Total (excluding void checks):	3,907.00
Total Payments: 2						Grand Total (excluding void checks):	3,907.00



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT ANNUAL ASSESSMENT FOR FISCAL YEAR 2020-21

RECOMMENDATION:

It is recommended the City Council: 1) adopt Resolution No. 2020-4764, initiating proceedings and ordering the assessment engineer, Harris & Associates, to prepare and file a report for the Riverview Gardens Landscape Maintenance District, pursuant to provisions of the Landscaping and Lighting Act of 1972 of the Streets and Highways Code of the State of California; 2) adopt Resolution No. 2020-4765, preliminarily approving the Engineer's Report which generally describes the improvements or any substantial changes to the improvements for the Riverview Gardens Landscape Maintenance District, pursuant to provisions of the Landscaping and Lighting Act of 1972 of the Streets and Highways Code of the State of California; and adopt Resolution No. 2020-4766, announcing intention to levy and collect assessments within the Riverview Gardens Landscape Maintenance District and fixing time and place for public hearing on the levy of the proposed assessment, pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California.

For several years, the Assessment District was inactive because the City suspended maintenance of the area despite the fact funds had previously been accumulated for that purpose. Last year, the City completed a contract landscaping improvement project and began ongoing maintenance.

**CITY COUNCIL
RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT ANNUAL
ASSESSMENT FOR FISCAL YEAR 2020-21
MAY 26, 2020
PAGE 2 OF 3**

BACKGROUND:

The Riverview Gardens Landscape Maintenance District was formed in 1998, for the purpose of providing maintenance services to landscaping and appurtenant improvements for the Riverview Gardens development and assessing those properties which benefit from this service. By law, each year the City Council must order the preparation of an Engineer's Report describing the existing and proposed maintenance services and conduct a public hearing to establish and order the amount of assessment for the next fiscal year.

DISCUSSION:

The Resolutions provide notice to the members of the District and citizens of the City of King of the City's intent to again levy and collect assessments fees for the previously formed landscaping and lighting district. In addition, the Resolutions establish that the City Council: (1) finds that the public interest and convenience requires, and (2) declares its intention, to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment district designated "Landscaping and Lighting Maintenance District "Riverview Gardens Landscape Maintenance District" ("District") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2020 and ending June 30, 2021, to pay for the costs and expenses of the improvements described in the Resolution. In addition, the Resolution will establish the purpose of the Landscaping and Lighting District No. 2, which is for the operation and maintenance of street lighting, public landscaping, and all related appurtenances located within public right-of-way, dedicated easements, or dedicated public properties of the tracts and public lands in the City of King. Lastly, it establishes the scope of improvements which will be provided within the District.

Staff solicited proposals to prepare the Engineer's Report. Harris and Associates was selected, who is a leading firm in performing this type of work. A copy of the Engineer's Report is attached.

COST ANALYSIS:

The District was established to fund the ongoing maintenance and servicing of the improvement. The properties within the District are assessed annually on through the Monterey County tax roll. The costs to maintain the improvements for Fiscal Year 2020-21 has been estimated at \$18,399.60. Each of the 45 parcels in the District benefits equally from the improvements and as a result, each parcel is assessed the same amount. For Fiscal Year 2020-21, that amount is \$408.88. If the assessments are not charged to the properties within

**CITY COUNCIL
RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT ANNUAL
ASSESSMENT FOR FISCAL YEAR 2020-21
MAY 26, 2020
PAGE 3 OF 3**

the District, the costs to maintain the improvements will have to be funded in some other way.

ENVIRONMENTAL REVIEW:

The resolution 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 resolution declares the City's intent to levy and collect assessment fees. The resolution does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Alternatively, the resolution is exempt from CEQA because the City Council's adoption of the resolution 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. Approve staff's recommendations;
2. Modify and approve the cost of the Assessment, which would require the City to subsidize the maintenance if the cost is reduced;
3. Direct staff to eliminate the assessment and maintenance work; or
4. Provide other direction to staff.

Exhibits:

1. Resolution No. 2020-4764
2. Resolution No. 2020-4765
3. Resolution No. 2020-4766
4. Engineer's Report

Prepared by: 
Octavio Hurtado, City Engineer

Approved by: 
Steven Adams, City Manager

RESOLUTION NO. 2020-4764**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS AND ORDERING THE PREPARATION OF ANNUAL ASSESSMENT REPORTS FOR THE CITY OF KING'S RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2020/21**

WHEREAS, the City Council of the City of King has previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is known and identified as Riverview Gardens Landscape Maintenance District (hereafter referred to as the District"); and,

WHEREAS, the City Council has retained Harris & Associates ("Harris") for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, the Engineer's Report ("Report") for the District in accordance with the 1972 Act; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. ENGINEER'S REPORT: The City Council wishes to initiate proceedings for the preparation of the Engineer's Report and hereby orders Harris to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2020 and ending June 30, 2021 in accordance with *Chapter 3, Section 22622* of the 1972 Act.

SECTION 2. PROPOSED IMPROVEMENTS: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. For specific improvements within the District please refer to the Report.

This resolution was passed and adopted this 26th day of **May, 2020** by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mike LeBarre, Mayor/Chair

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

RESOLUTION NO. 2020-4765**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING FOR PRELIMINARY APPROVAL OF THE ANNUAL ASSESSMENT REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2020/21**

WHEREAS, the City Council, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) did by previous Resolution, order the preparation of an Engineer's Report (the "Report") for the special maintenance district known and designated as Riverview Gardens Landscape Maintenance District (the "District"); and,

WHEREAS, there has now been presented to the City Council the Report as required by Chapter 1, Article 4, Section 22566 of the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with said Report, each and all of the budgets items and documents as set forth therein and is satisfied that the assessment amounts, on a preliminary basis, have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District as set forth in said Report; and,

NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL, FOR THE DISTRICT, AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the Report as presented, consisting of the following:

- a. A Description of Improvements to be maintained and serviced.
- b. A description of the annual Costs and Expenses of the District.
- c. The Method of Apportionment of Assessments.
- d. An Assessment Roll showing the assessments to be levied against each assessable parcel in the District.
- e. A Diagram showing the boundaries of the District.

is hereby approved on a preliminary basis and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

This resolution was passed and adopted this 26th day of **May, 2020** by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mike LeBarre, Mayor/Chair

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

RESOLUTION NO. 2020-4766**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DECLARING ITS INTENT FOR THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR THE RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2020/21**

WHEREAS, the City Council has by previous Resolutions formed said special maintenance district and has initiated proceedings for Fiscal Year 2020/21, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) that provides for the levy and collection of assessments by Monterey County to pay for the annual maintenance and servicing costs of all improvements and facilities related thereto. Said special maintenance district is known and identified as Riverview Gardens Landscape Maintenance District (hereafter referred to as the "District"); and,

WHEREAS, the City Council has retained Harris & Associates ("Harris") for the purpose of assisting with the annual levy of the District and to prepare and file an Engineer's Report (the "Report") for the District, in accordance with the 1972 Act; and,

NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL, FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE 1972 ACT, AS FOLLOWS:

Section 1 Intention: The City Council hereby declares that it is its intention to seek the annual levy of the District pursuant to the 1972 Act, over and including the land within the District boundaries and to levy and collect assessments on all benefitting land to pay the annual costs of the maintenance and servicing of the improvements located within the District. The City Council finds that the public's best interest requires such levy and collection.

Section 2 District Boundaries: The boundaries of the District are described in the Report. Please refer to the Report for a full and complete description of the specific boundaries and diagram.

Section 3 Description of Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition.

Section 4 Proposed Assessment Amounts: For Fiscal Year 2020/21, the proposed assessments are shown in the Report. Said Report also details any changes or increases in the annual assessments.

Section 5 Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with Chapter 3, Section 22626 of the 1972 Act.

Section 6 Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by

posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. All interested persons shall be afforded the opportunity to hear and be heard.

Section 7 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday June 23, 2020 at 6:00 p.m. or shortly thereafter at City Hall, located at 212 South Vanderhurst Avenue, King City.

Section 8 The City Clerk is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

This resolution was passed and adopted this **26th** day of **May, 2020** by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mike LeBarre, Mayor/Chair

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney



Harris & Associates

**CITY OF KING
ENGINEER'S REPORT
FISCAL YEAR 2020-21
RIVERVIEW GARDENS LANDSCAPE
MAINTENANCE DISTRICT**

MAY 2020

PREPARED BY

Harris & Associates

22 Executive Park, Suite 200

Irvine, CA 92614

www.weareharris.com

TABLE OF CONTENTS

STATEMENT OF ASSESSMENT ENGINEER.....	1
PART 1 – PLANS AND SPECIFICATIONS.....	3
PART 2 – ESTIMATE OF COSTS.....	4
PART 3 – ASSESSMENT DIAGRAM.....	7
PART 4 – METHOD OF APPORTIONMENT.....	8
APPENDIX A – ASSESSMENT ROLL.....	12
APPENDIX B – DISTRICT DIAGRAM.....	15



STATEMENT OF ASSESSMENT ENGINEER

AGENCY: CITY OF KING

PROJECT: RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT

TO: THE CITY COUNCIL
CITY OF KING
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2020-21

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Riverview Gardens Landscape Maintenance District of the City of King to provide landscaping services for each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2020-21.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIII D, Section 4(a) of the State of California Constitution, and in accordance with the City of King's Resolution being adopted by the City Council for the:

RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT

(Hereinafter referred to as the "District"),

I, K. Dennis Klingelhofer, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART 1

Description of Improvements: This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the City and are hereby made a part of this Report by reference.

PART 2

Estimate of Cost: This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2020-21.

PART 3

District Diagram: This part incorporates a Diagram of the District showing the external boundaries of the District. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Monterey County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report. The District Diagram is filed under separate cover with the office of the City Clerk.

PART 4

Method of Apportionment of the Assessments: This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established Resolution No. 3757 approved on the 19th day of May, 1998.

Appendices

Appendix A – Assessment Roll
Appendix B – District Diagram

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this ____ day of _____, 2020

 **Harris & Associates**

K. Dennis Klingelhofer, P.E., Assessment Engineer
R.C.E. No. 50255
Engineer of Work

PART 1 – PLANS AND SPECIFICATIONS

The District was formed for the purpose of ensuring the ongoing operation, maintenance and servicing of certain landscape improvements within the boundaries of the District. Said improvements are detailed below under “Improvements and Services Provided”.

The Riverview Gardens Landscape Maintenance District is within the boundaries of the City and is located south of Willow Street, east of San Antonio Drive, and generally north of King City high school.

The District is comprised of the residential development known as Riverview Gardens and consists of forty five (45) developed single family residential parcels.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Clerk and are incorporated herein by reference.

IMPROVEMENTS AND SERVICES PROVIDED

The following are the specific improvements which are maintained and serviced within the District:

- Landscape maintenance along the Willow Street frontage, including ground cover, shrubs, trees and irrigation system. Landscaping total approximately 12,275 square feet.
- Masonry wall maintenance, including graffiti abatement at the entrance to the tract. Masonry wall is 300 linear feet by 6 feet high.
- Utilities including water and electricity for landscaping.

Maintenance includes all necessary repair, service, and replacement of improvements, including the masonry wall, water and electrical energy to run the irrigation system, fertilizer, weeding, debris removal, etc.

Reference is made to the plans and specifications for the improvements which are on file in the office of the City Clerk and are incorporated herein by reference.

PART 2 – ESTIMATE OF COST

The estimated budget for the annual maintenance and servicing of the improvements and the proportionate share of administration costs of the District have been prepared based on the estimated and recent historical costs of the District. The 2020-21 District budget is shown below.

ESTIMATE OF COST

DIRECT COSTS	
Utility – Water and Electricity	\$2,300.00
Contract Services – Landscape Maintenance (12,275 sf @0.49/sf) (ex: tree & shrub maintenance and replacement, sprinkler repairs, etc.)	6,000.00
Masonry Wall – Maintenance and Graffiti Abatement	180.00
Professional Services – Public Works (inspection & oversight)	<u>500.00</u>
Direct Costs Sub-Total	\$8,980.00
ADMINISTRATIVE COSTS	
Professional Services – Engineer's Report	\$4,500.00
City Administration Fee	898.00
County Administration Fee (\$3 per parcel)	135.00
Rounding Adjustment (to make an even penny for tax roll purposes)	<u>0.00</u>
Administrative Costs Sub-Total	\$5,533.00
SUBTOTAL DIRECT AND ADMINISTRATIVE COSTS	\$14,513.00
Operating Reserve Collection/(Reduction)	\$3,886.60
Capital Reserve Collection/(Reduction)	<u>0.00</u>
TOTAL BALANCE TO ASSESSMENT	\$18,399.60
Total Assessable Parcels/Units	45
ASSESSMENT PER PARCEL/UNIT	\$408.88

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments or to fund costs which are greater than revenue from the assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year. Estimated beginning and ending fund balances for Fiscal Year 2020-21 are shown in the following table.

Section 22569 (a) of the 1972 Act allows the District assessments to "...include a reserve (Operating Reserve) which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later."

DISTRICT FUND BALANCES

OPERATING RESERVE FUND	
Estimated Reserve Fund Beginning Balance as of July 1, 2020	(\$6,273.00)
Operating Reserve Collection/(Reduction) – Fiscal Year 2020-21	<u>3,886.60</u>
Estimated Reserve Fund Balance Ending June 30, 2021	(\$2,386.40)

CAPITAL RESERVE FUND	
Estimated Reserve Fund Beginning Balance as of July 1, 2020	\$0.00
Operating Reserve Collection/(Reduction) – Fiscal Year 2020-21	<u>0.00</u>
Estimated Reserve Fund Balance Ending June 30, 2021	\$0.00

Operating Reserve collections will continue until such time as the fund balance reaches approximately 50% of the annual budget. This is necessary to fund the District costs for the first 6 months of the fiscal year. After the Operating Reserve has been fully funded (50% of annual costs), any future collections will be to maintain the proper level of funding.

Capital Reserve collection is intended for the eventual replacement of the masonry wall at the entrance of the development. Masonry walls typically have an expected useful life of approximately 30 years. The wall was installed in 1998, leaving approximately seven years of useful life, as of Fiscal Year 2020-21. The allowable District assessment is insufficient for Capital Reserve collections at this time, but future budgets may include amounts to contribute to the replacement of the masonry wall.

DESCRIPTION OF COST ESTIMATE ITEMS

- **Utility – Water & Electricity:** The costs to provide water and electrical utilities for the landscaping improvements within the District.
- **Contract Services – Landscape Maintenance:** The contracting costs associated with performing the landscape maintenance duties associated with the improvements within the District. Beginning in Fiscal Year 2020-21 the City will be hiring a landscape contractor for these services.
- **Masonry Wall:** Costs associated with the maintenance of the masonry wall, including graffiti removal, painting and repairs. This cost is currently equal to \$0.10/sf, but may be adjusted as necessary to cover actual costs.
- **Professional Services Special – Public Works:** Costs associated with individuals within the Public Works Department who contribute time to inspection of the improvements, and oversight of the work performed by the landscape contractor.
- **Professional Services – Engineer:** The contracting costs associated with hiring a consultant for the preparation of an engineer's report, resolutions, assessment roll and budget.
- **City Administration Fee:** Costs associated with individual City Staff and Management (City Clerk, City Council, City Manager, Finance Director, City Engineer, etc.) who contribute time to the annual administration and oversight of the District, and totals 10% of Direct Costs. This may include but is not limited to, preparation for and attendance of meetings, legal counsel, printing, preparation and posting of public notices, mailing, budgeting, etc.
- **County Administration Fee –** The County costs related to placement of the annual assessment charges onto the tax roll and the generation of annual tax bills related thereto. This charge is \$3.00 per parcel submitted for inclusion on the tax roll.
- **Contingency –** This item includes costs related to the unplanned repair or replacement of any of the improvements, including the irrigation system.
- **Operating Reserve Collection/(Contribution):** This item shows any collections which adds to the Operating Reserve Fund balance, or contributions made from the Operating Reserve Fund, to offset the annual budget.
- **Capital Reserve Collection/(Contribution):** This item shows collections for replacement costs related to the masonry wall, irrigation system and trees. These items have a finite life span and will require replacement in the future. There may also be need for unplanned replacement, due to accident or natural disaster.
- **Estimated Reserve Fund Balances:** These items show the estimated Operating and Capital Reserve Fund amounts at the beginning and end of the fiscal year. The estimated ending balance reflects any collections or reductions from the estimated beginning balance.

PART 3 – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District has been submitted to the office of the City Clerk of the City, and is hereby made a part hereof by reference.

A copy of the assessment diagram for the District is included in Appendix B of the Report.



PART 4 – METHOD OF APPORTIONMENT

General

Estimated costs for Fiscal Year 2020-21 for the construction, operation, servicing and maintenance of the landscaping facilities described in Part A are shown in the following table.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

— Streets and Highways Code Section 22573

The 1972 Act permits the designation of areas of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will received different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In November 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California.

The method of apportionment described in this Report, and confirmed by the City Council, utilizes commonly accepted engineering practices which have been established pursuant to the 1972 Act and the California Constitution for the allocation of special benefit assessments. The calculation of assessments is based upon the parcel type and the services and improvements provided to equitably apportion the costs based on the special benefit received by each lot or parcel. The special benefit received by each lot or parcel is over and above any general benefit conferred upon said lots or parcels or to the public at large.

SPECIAL BENEFIT

The improvements and associated costs have been allocated to the assessable properties within the District based upon the special benefit received by those properties. The improvements for which the properties are assessed have been identified as necessary, were installed and are being maintained as part of the development plans specifically for each tract. As such, the improvements and continuing maintenance and servicing of those improvements are strictly the obligation of the properties within the District.

General Benefit

Although the improvements may be visible to passersby or to the public at large, the improvements were installed as a requirement of the development of the tract and are for the sole benefit of properties within the District. It has been determined therefore, any access or use by properties or individuals outside the District is completely incidental and the costs of operating, maintaining and servicing said improvements therefore provides no measurable benefit to outside properties or individuals.

Definition of Special Benefit

The method of apportionment described in this Report is based on the premise that each assessable parcel or unit receives distinct and special benefits from the improvements and services provided, including the visual desirability provided by well-maintained landscaping. In accordance with Article XIII D, Section 4 of the California Constitution:

“Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or the public at large”

The special benefits associated with local landscaping improvements are specifically:

- Enhanced desirability of properties due to proximity and accessibility of the improvements.
- Improved aesthetic appeal provided by a positive representation of the development, neighborhood and the community.
- Improved ingress and egress to property resulting in enhanced traffic flow, reduced traffic accidents and consequent reduction of possible property damage.
- Improved traffic visibility and circulation.
- Improved accessibility for emergency vehicles.
- Reduced vandalism and other criminal activity.
- Enhanced environmental quality provided by adequate green space and other landscaping which helps moderate temperatures, reduce noise pollution and control dust and debris.

ASSESSMENT RANGE FORMULA

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments ***“may be adjusted for inflation pursuant to a clearly defined formula...”*** A formula for an inflationary adjustment is therefore included as part of the maximum assessment for this District and was approved by the property owner(s) at the time of formation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the following Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners.



ASSESSMENT METHODOLOGY

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel that benefits from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the "Per Parcel" method of apportionment. This method utilizes various property characteristics such as type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to other properties benefitting from the improvements.

The initial maximum assessment for this District was established at the time of formation and was assessed for the first time during the 1998-99 fiscal year. That initial maximum assessment was \$221.72 per parcel. This initial maximum assessment has been adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the "Adjusted Maximum Assessment Rate") shall be based on the initial maximum assessment established in Fiscal Year 1998-99, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of April, All Urban Consumers, ("CPI") for the San Francisco/Oakland/Hayward area. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the CPI shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the current fiscal year.
- If the proposed annual assessment rate (levy per parcel) for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

Beginning in the second fiscal year after the formation of the District (1999-00) and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Maximum Assessment Rate has been established for each fiscal year using the Assessment Range Formula described above. Based on the actual April CPI, shown in the table below, the Maximum Assessment Rate for the upcoming fiscal year (2020-21) shall be **\$408.88**. The Adjusted Maximum Assessment Rate has been calculated independent of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered to be an increased assessment under the terms of Proposition 218 or the Brown Act.

The following table shows the annual April CPI increase, the Adjusted Maximum Assessment and the Actual Annual Assessment each year since the formation of the District:



Fiscal Year	April CPI %	CPI Calculation	Adjusted Max. Assessment	Actual Assessment
1998-99	N/A	N/A	\$221.72	\$221.72
1999-00	4.60%	1.046000000	\$231.92	\$221.72
2000-01	3.80%	1.038000000	\$240.73	\$213.60
2001-02	5.80%	1.058000000	\$254.69	\$229.92
2002-03	2.10%	1.021000000	\$260.04	\$229.92
2003-04	2.20%	1.022000000	\$265.76	\$114.96
2004-05	0.50%	1.005000000	\$267.09	\$114.96
2005-06	2.10%	1.021000000	\$272.70	\$114.96
2006-07	3.20%	1.032000000	\$281.43	\$114.96
2007-08	3.30%	1.033000000	\$290.72	\$114.96
2008-09	2.90%	1.029000000	\$299.15	\$114.96
2009-10	0.80%	1.008000000	\$301.54	\$25.00
2010-11	1.70%	1.017000000	\$306.67	\$25.00
2011-12	2.80%	1.028000000	\$315.25	\$25.00
2012-13	2.10%	1.021000000	\$321.87	\$0.00
2013-14	2.40%	1.024000000	\$329.60	\$0.00
2014-15	2.80%	1.028000000	\$338.83	\$0.00
2015-16	2.40%	1.024000000	\$346.96	\$0.00
2016-17	2.70%	1.027000000	\$356.33	\$0.00
2017-18	3.80%	1.038000000	\$369.87	\$0.00
2018-19	3.20%	1.032000000	\$381.70	\$0.00
2019-20	4.00%	1.040000000	\$396.97	\$213.60
2020-21*	3.00%	1.030000000	\$408.88	\$408.88

**April CPI was not available at the time this Report was written. 3% is being used as an estimate. The actual April CPI and the appropriate change to the Adjusted Maximum Assessment will be updated prior to the Public Hearing or when the assessments are sent to the County. The actual April 2020 CPI increase will be published in late May or early June.*

The City assessed the parcels in the District for the first time in seven years, in Fiscal Year 2019-20, due to the fact that there were no improvements to be maintained. The improvements have now been installed and the City has been maintaining and servicing the improvements. The City plans to hire a landscape contractor to perform the maintenance duties in Fiscal Year 2020-21. Annual maintenance costs will be adjusted as necessary to reflect the contract costs.

APPENDIX A – ASSESSMENT ROLL

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Monterey County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A listing of parcels assessed within the District for Fiscal Year 2020-21, along with the corresponding assessment amounts, is included on the following page. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.

APN	Units	2020-21 Maximum Assessment Rate	2020-21 Proposed Assessment Rate	2020-21 Proposed Assessment
026-072-001	1.00	\$408.88	\$408.88	\$408.88
026-072-002	1.00	\$408.88	\$408.88	\$408.88
026-072-003	1.00	\$408.88	\$408.88	\$408.88
026-072-004	1.00	\$408.88	\$408.88	\$408.88
026-072-005	1.00	\$408.88	\$408.88	\$408.88
026-072-006	1.00	\$408.88	\$408.88	\$408.88
026-072-007	1.00	\$408.88	\$408.88	\$408.88
026-072-008	1.00	\$408.88	\$408.88	\$408.88
026-072-009	1.00	\$408.88	\$408.88	\$408.88
026-072-010	1.00	\$408.88	\$408.88	\$408.88
026-072-011	1.00	\$408.88	\$408.88	\$408.88
026-072-012	1.00	\$408.88	\$408.88	\$408.88
026-072-013	1.00	\$408.88	\$408.88	\$408.88
026-072-014	1.00	\$408.88	\$408.88	\$408.88
026-072-015	1.00	\$408.88	\$408.88	\$408.88
026-072-016	1.00	\$408.88	\$408.88	\$408.88
026-072-017	1.00	\$408.88	\$408.88	\$408.88
026-072-018	1.00	\$408.88	\$408.88	\$408.88
026-072-019	1.00	\$408.88	\$408.88	\$408.88
026-072-020	1.00	\$408.88	\$408.88	\$408.88
026-072-021	1.00	\$408.88	\$408.88	\$408.88
026-072-022	1.00	\$408.88	\$408.88	\$408.88
026-072-023	1.00	\$408.88	\$408.88	\$408.88
026-072-024	1.00	\$408.88	\$408.88	\$408.88
026-072-025	1.00	\$408.88	\$408.88	\$408.88
026-072-026	1.00	\$408.88	\$408.88	\$408.88
026-072-027	1.00	\$408.88	\$408.88	\$408.88
026-072-028	1.00	\$408.88	\$408.88	\$408.88
026-072-029	1.00	\$408.88	\$408.88	\$408.88
026-072-030	1.00	\$408.88	\$408.88	\$408.88
026-072-031	1.00	\$408.88	\$408.88	\$408.88
026-072-032	1.00	\$408.88	\$408.88	\$408.88
026-072-033	1.00	\$408.88	\$408.88	\$408.88
026-072-034	1.00	\$408.88	\$408.88	\$408.88
026-072-035	1.00	\$408.88	\$408.88	\$408.88
026-072-036	1.00	\$408.88	\$408.88	\$408.88
026-072-037	1.00	\$408.88	\$408.88	\$408.88
026-072-038	1.00	\$408.88	\$408.88	\$408.88

APN	Units	2020-21 Maximum Assessment Rate	2020-21 Proposed Assessment Rate	2020-21 Proposed Assessment
026-072-039	1.00	\$408.88	\$408.88	\$408.88
026-072-040	1.00	\$408.88	\$408.88	\$408.88
026-072-041	1.00	\$408.88	\$408.88	\$408.88
026-072-042	1.00	\$408.88	\$408.88	\$408.88
026-072-043	1.00	\$408.88	\$408.88	\$408.88
026-072-044	1.00	\$408.88	\$408.88	\$408.88
026-072-045	1.00	\$408.88	\$408.88	\$408.88
026-072-046	0.00	\$408.88	\$408.88	\$0.00
026-072-047	0.00	\$408.88	\$408.88	\$0.00
026-072-048	0.00	\$408.88	\$408.88	\$0.00
TOTALS:	45.00			\$18,399.60



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AGREEMENT FOR 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND GOVERNANCE

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager to execute the Agreement for 9-1-1 Emergency Communications Services and Governance.

BACKGROUND:

The City currently contracts with the County of Monterey for dispatch services along with 17 other agencies. Joint dispatch has been proven to be the most cost effective method to deliver these critical services. Ultimate decisions regarding costs, service levels, and operations are made by the County Board of Supervisors. Currently, there is an Executive Board that meets on a monthly basis and advises the Board of Supervisors. An Operations Board also meets monthly to advise the Executive Board on operational and technical issues. King City has been well represented. The City Manager is the South Monterey County Cities' representative on the Executive Board and also served as a member of the Governance Subcommittee. The Police Chief serves on the Operations Board.

The current 9-1-1 services agreement was executed in 2001. It is a contract between the County and user agencies, which provides the governance and financing terms of the dispatch and call taking services provided by the Monterey County Emergency Communications Department.

The user agencies have been attempting to seek more authority and oversight over the 9-1-1 operations, particularly with regarding to financial and budgetary decisions. The current proposed revisions incorporate ideas and issues that have been the subject of several governance subcommittees since 2011. The proposed new agreement was completed by Executive Board's Governance

**CITY COUNCIL
CONSIDERATION OF AGREEMENT FOR 9-1-1 EMERGENCY
COMMUNICATIONS SERVICES AND GOVERNANCE
MAY 26, 2020
PAGE 2 OF 4**

Subcommittee. It was then approved by the Department's Executive Board on April 6, 2020, by the Emergency Communications Policy Advisory Council on May 8, 2020, and by the County's Board of Supervisors on May 12, 2020. It is now being presented for City Council approval.

DISCUSSION:

The revised agreement supersedes several existing agreements, which include the Agreement for 9-1-1 Emergency Communications Dispatch Services, the Agreement for 9-1-1 Emergency Communications Dispatch Services for Miscellaneous Agencies, the Master Agreement for the Maintenance and Operation of a Mobile Data Communications System, and the Memorandum of Agreement re Next Generation Radio System Joint Governance and Financing. Descriptions that are expanded from prior agreements include the responsibilities of the County and the users, duties and responsibilities of each governing board, service quality and conditions, and budget development and cost sharing.

The agreement is not ideal, but staff believes it represents the best agreement that can be reached at this time. There are a number of notable positive and negative aspects.

On the positive side, it reflects how the agency has been operating for the past few years, and there have been some important improvements to address concerns the City had identified. Most notable is that there is now a more accountable budget process, member agencies are working together to more effectively allocate dispatch staff, the County has maintained the majority of its share of funding despite revenue constraints, and the County has generally been responsive when concerns have been communicated to them. Probably the most significant enhancements to the agreement include: 1) it clearly spells out that the Executive Board's recommendations on budget matters will be presented to the Board of Supervisors; and 2) every agency is guaranteed a minimum service level standard rather than only setting a standard for the entire system.

On the negative side, user agencies had hoped to address some of the most significant ongoing concerns on a more long-term structural basis through this agreement but were unsuccessful. First, the County would not agree to provide the Executive Board with any additional authority. In fact, they added language throughout the agreement to further emphasize that all decision authority is maintained by the Board of Supervisors. Second, a minimum three-year commitment by the County was requested to maintain the allocation of Proposition 172 funding based on the formula that has been used in the past. The purpose was to provide at least some period of stability in financial planning to avoid the ongoing budget unsurety that occurs on an annual basis, but it was

**CITY COUNCIL
CONSIDERATION OF AGREEMENT FOR 9-1-1 EMERGENCY
COMMUNICATIONS SERVICES AND GOVERNANCE
MAY 26, 2020
PAGE 3 OF 4**

not accepted. Therefore, user agencies continue to lack any commitment of the cost of service prior to their budget process because the Board of Supervisors' consideration of the County budget normally lags behind the City's budget schedule.

The response from the County on these requests was that they would request the cost allocation formula be renegotiated if any of these changes were instituted, which will likely result in additional costs to each of the cities. Therefore, the tradeoff for lower costs is increased unsurety. The users may want to revisit this tradeoff at some point in the future, but staff believes the terms of this agreement will serve the City's best interests at this time in order to prevent higher cost increases.

COST ANALYSIS:

There is no direct cost to the City associated with approval of this agreement.

ENVIRONMENTAL REVIEW:

The 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 for City Council action.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

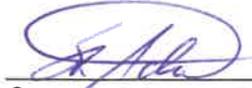
1. Approve the agreement;
2. Direct staff to seek additional changes, which are unlikely given that the City only represents one of a large number of users;
3. Do not approve the agreement and direct staff to seek alternatives for 9-1-1 dispatch services; or
4. Provide other direction to staff.

Exhibits:

1. Proposed Agreement for 9-1-1 Emergency Communications Service and Governance

**CITY COUNCIL
CONSIDERATION OF AGREEMENT FOR 9-1-1 EMERGENCY
COMMUNICATIONS SERVICES AND GOVERNANCE
MAY 26, 2020
PAGE 4 OF 4**

Prepared and Approved by:



Steven Adams, City Manager

**AGREEMENT
FOR 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND
GOVERNANCE**

This agreement is made and entered into as of the date of last signature, by and between the County of Monterey, a political subdivision of the State of California ("County") and the Cities, Fire Districts, and other organizations listed below (County and these entities are, collectively, the "Parties"):

	Fire	Police
City of Carmel-by-the-Sea	X	
City of Del Rey Oaks		X
City of Gonzales	X	X
City of Greenfield	X	X
City of King	X	X
City of Marina	X	X
City of Monterey	X	X
City of Pacific Grove	X	X
City of Salinas	X	X
City of Sand City		X
City of Seaside	X	X
City of Soledad	X	X
Monterey County Regional Fire Protection District	X	
North County Fire Protection District of Monterey County	X	
Big Sur Fire Brigade	X	
Miscellaneous Agencies		
California State University, Monterey Bay		X
Monterey Peninsula Airport District	X	X
Correctional Training/ Salinas Valley State Prison	X	X

RECITALS

WHEREAS, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system, hereinafter "System," consisting of all necessary 9-1-1 call taking, logging, dispatching, communications, and other related services and technology for law enforcement, fire, emergency medical, and other services;

WHEREAS, the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and users of the System to achieve clear policy direction and consistent coordination regarding emergency dispatch services;

WHEREAS, the County, through its Department of Emergency Communications and under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan;

WHEREAS, the Parties agree that there will be mutually owned and/or licensed equipment and resources such as, but not limited to: facilities for housing staff or equipment; radio communications sites, radio consoles, frequencies, radio equipment, telephone system(s), a computer aided dispatch system and other shared infrastructure that exists today and may be installed in the future;

WHEREAS, the Parties desire to work in partnership to provide direction and decision-making on items such as operations, budget, strategy, and vision as they pertain to the County's provision of emergency call taking, non-emergency call taking, fire, law enforcement and medical dispatching, and associated emergency communications services; and

WHEREAS, the County has previously provided these services pursuant to a written agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

- A **Assets:** Real estate, structures, equipment, and intellectual property dedicated to, used by, or generated for use in the 9-1-1 communications system and associated emergency services. "County Assets" include property purchased or otherwise acquired by the County, without financial contributions from other member Agencies. "System Assets" include property purchased or otherwise acquired by the Parties in common. Those Parties that did not contribute to the purchase, acquisition, or generation of an asset do not hold ownership rights in that asset.
- B **County:** The County has several roles as administrator of the system, provider of services, and as a recipient of services. A "County Service Department" refers to a department of the County that directly bills Emergency Communications for services.
- C **County Board of Supervisors:** The Board of Supervisors for Monterey County, pursuant to Government Code section 25000, is the governing body for Monterey County. It has final authority regarding all aspects of the 9-1-1 system, including budget, for delivery of emergency communications services.
- D **COWCAP:** County-wide Cost Allocation Plan. The COWCAP is the mechanism used by the County to bill overhead charges to County departments.
- E **Director:** The Director of the Monterey County Emergency Communications Department, a County employee, as further described herein.

- F Emergency Communications Department (ECD): A County department that provides emergency communications services.
- G Emergency Medical Service (EMS) Agency. An agency within the County Health Department works with partners to provide medical care to pre-hospital emergency patients by maintaining an EMS system, paramedic/ambulance franchise.
- H Executive Board: The Executive Board is comprised of certain executives of the Parties and represents the Parties as specified in this agreement.
- I Fiscal Year: A "Fiscal Year" is defined as the Fiscal Year for the County of Monterey from July 1 of each year to June 30 of the following year.
- J Emergency Communications Boards: The Emergency Communications Boards are the Executive Board and the Operations Board whose responsibilities are specified in this agreement.
- K Information Technology Department (ITD): A County department that provides infrastructure, operations, and maintenance services for the County's emergency communications systems.
- L Operations Board: The Operations Board is comprised of certain Chiefs of the law enforcement and fire protection agencies that are Users, as defined below, directly receiving services as specified in this agreement.
- M Parties: The County and the Cities, Fire Districts, and other organizations that are signatory to this agreement.
- N User: any entity directly receiving emergency communications services from the County through ECD, including County Departments, such as but not limited to, the Monterey County Sheriff and the Emergency Medical Services vendor utilized by Monterey County, and including the public safety departments and sub-entities of the Parties to this agreement. The Parties understand and agree that each Party may have one or more Users of ECD services pursuant to this agreement.
- O Miscellaneous Agencies: Agencies such as Municipal, State and Federal entities that that contract for services with the County of Monterey for Emergency Communications, e.g. State College and Correctional Facilities.

2. DIRECTOR OF EMERGENCY COMMUNICATIONS

- A The Director of the Emergency Communications Department is a County of Monterey department head position.
- B The duties of the Director of the Emergency Communications Department (the Director) are to plan, organize, coordinate, administer, and direct all activities of the Emergency Communications Department.
- C The Director shall be selected by the County Administrative Officer (CAO).

1. In the selection of the Director, the CAO shall seek concurrence from the Executive Board, but the CAO shall retain authority to select, hire, evaluate, discipline and release the Director.
 2. In reviewing the performance of the Director, the CAO shall consult with the Executive Board, and shall receive a written statement from the Executive Board regarding the Director's performance in meeting the standard herein, which will become part of the overall review, but all personnel evaluation decisions regarding the Director shall be the sole purview of the CAO.
- D The Director will consult with the Emergency Communications Boards (EC Boards) in matters related to ECD operational priorities, financial and budgetary requirements, policies and problem solving. ECD operational decisions shall be the sole purview of the County, acting through the Director.
- E The Director, at the request of the Executive Board, will seek accreditation from an appropriate accreditation group.

3. EMERGENCY COMMUNICATIONS BOARDS

- A The Parties agree to the formation of the Emergency Communications Boards to consult and advise on the emergency communications and dispatch services provided by the Monterey County Emergency Communications Department. Responsibilities of the EC Boards are defined herein. For those items where the EC Boards do not have direct responsibility, such as, but not limited to, labor relations, the County shall coordinate and collaborate in good faith with the Parties through the EC Boards. The governance structure established by any other agreement affecting the delivery of 911 emergency communications, dispatch services and radio communications system (commonly referred to as "NGEN") is revoked to the extent that it conflicts with the governance structure established by this agreement.
- B The EC Boards shall work in conjunction with the Director in developing a strategic plan for the delivery of emergency communications services.

4. EXECUTIVE BOARD

- A Voting members: Comprised of four City Managers---one city manager representing Salinas, one city manager representing the South County Cities of Gonzales, Greenfield, Soledad, and King City, one city manager representing the North Peninsula Cities of Marina, Seaside, and Sand City, and one city manager representing the South Peninsula Cities of Carmel-by-the Sea, Monterey, Del Rey Oaks, and Pacific Grove; plus one representative of the Fire Districts, one representative of the Monterey County Sheriff, and the County Administrative Officer, for a total of seven (7) voting Executive Board members. No designees will be allowed for these positions.

- B The three City Managers representing the South County Cities, North Peninsula Cities, and the South Peninsula Cities, and the Fire District representative will be selected by members of the Monterey Bay Area Manager's Group.
- C Each Voting Member will have one equally weighted vote. Voting Members must be Present for their vote to count. To be considered Present a Voting Member must attend in person or through Ralph M. Brown Act, Government Code section 54950-54963 (Brown Act) compliant remote attendance for their vote to count. The weight of each vote shall be dependent upon how many voting members are Present with the total weight always equaling 100% and a quorum must be Present for voting to occur.
- D A quorum shall be four of the voting members present who represent greater than 50% of the Center dispatch funding as delineated in the most recent dispatch billing statement.
1. All recommendations and other actions taken by the Executive Board pursuant to this agreement require a unanimous vote of a quorum at a duly noticed and conducted meeting, that includes the following non-voting advisors:
 - 1 Operations Board Chairperson or Vice Chair
 - 2 Monterey County Emergency Communications Department Director or their designee
 2. The following non-voting advisors of the Executive Board are NOT required to be present at a meeting for a vote on any recommendation or action are:
 - 1 Monterey County Emergency Medical Services Bureau Chief
 - 2 Monterey County Information Technology Department Director
 3. The presence or absence of an advisor at a meeting of the Executive Board shall not count towards establishing a quorum.
- E The Executive Board shall meet at least quarterly and shall give reasonable notice of all meetings to all Users and all Parties. Meetings of the Executive Board shall be conducted in compliance with the requirements of the Brown Act.
- F Executive Board meeting agendas will be physically posted and electronically posted on the Emergency Communications Department web site in accordance with Brown Act requirements.
- G The Executive Board shall elect a chair and such other officers as it sees fit. The Executive Board may establish procedures for its business and operations, create committees composed of the Party representatives or other persons, and perform such other acts that do not violate the terms of this agreement, the bylaws adopted by the Executive Board or applicable law.

H Tenure: In the event of removal, resignation, or death of a voting member of the Executive Board, the entity responsible for appointment of that member shall promptly appoint a successor to fill the position.

I Executive Board Duties

1. The Parties understand and agree that the Executive Board has the responsibility, under this agreement, to make recommendations that affect the costs, nature and scope of the emergency communications services provided to their organizations; all recommendations regarding the costs, nature, and scope of the emergency communications services provided to the Parties under this agreement shall be made at Executive Board meetings at which a quorum of voting members is present; all recommendations made by the Executive Board shall be enacted by a unanimous vote of the quorum.
2. From time to time, ECD's budget may be augmented pursuant to this Agreement to provide special funding as needed for reasons such as, but not limited to, purchase of special or upgraded equipment, replacement of failed equipment, purchase of emergency communications system software and hardware, and physical communications site upgrades; the Executive Board shall recommend equitable apportionment of such special costs among the Parties, as otherwise provided in this agreement.
3. The Executive Board may recommend that the County, acting through the Board of Supervisors, enter into binding service agreements on behalf of all Parties or it may recommend that a service is referred to the affected Users' governing bodies for approval before a service is implemented.
4. The Executive Board may make recommendations to the County, through ECD, regarding emergency communications services program and budget-related issues. Executive Board members shall be responsible for providing information on emergency communications services program and budget issues to the Users that they represent. Users shall present such information to their governing bodies, as they deem appropriate.
5. The Executive Board shall have responsibility to propose to the Parties fiscal policies that affect Parties and Users.
6. The Executive Board shall meet at least quarterly, provided a quorum can be present, to receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users. The Executive Board may

review items presented by the County, items initiated by members of Executive Board and items initiated by Parties and Users.

7. Notwithstanding the duties of the Executive Board to recommend policies regarding emergency communications services, where services provided or administered by ECD are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending policies with respect to those services; these policies shall not conflict with County-wide policies or other ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
8. The Executive Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
9. The Executive Board shall provide policy recommendations and input to the Director. Operational decisions on the delivery of 911 services shall be the sole purview of the County, acting through the Director as provided in **Section 2, subsection D** of this Agreement.
10. The Executive Board may request financial or performance audit(s) of the Emergency Communications Department, including that the auditor be independent from the County. The costs of an independent financial audit shall be borne, proportionally, by the Parties as specified in this agreement. Upon the Executive Board's request for an audit, the Emergency Communications Department will cooperate in such audits.
11. Bylaws. The Executive Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Executive Board in performing its duties under this agreement. In the event of a conflict between the Executive Board's By-Laws and this agreement, this agreement shall prevail.
 - 1 The Executive Board shall provide 30-days advance notice to the Parties of any scheduled Executive Board meeting at which it will consider a proposal to amend the by-laws.
 - 2 Amendments to the bylaws must be approved using a weighted vote of the Executive Board per the voting requirements in **Section 4** of this Agreement.

5. OPERATIONS BOARD

- A Membership of the Operations Board consists of executives, or their designees, from three law enforcement agencies, three fire protection agencies, the Monterey County Sheriff, Salinas Police Chief, Salinas Fire Chief, and the Director of the County Emergency Communications Department, for a total of ten (10) members.
- B Representatives of the law enforcement agencies and the fire protection agencies will be selected by their respective Chiefs associations.
- C The Parties agree that attendance and full participation by all Operations Board members is crucial. A quorum shall be established for each meeting of the Operations Board. After 3 unexcused absences by any one member of the Operations Board, the entity or entities represented by that member shall appoint a different individual to serve as a member of the Operations Board.
- D Each member has one vote; there shall be no weighted voting.
- E The affirmative vote by a majority of a quorum of the voting members present at an Operations Board meeting is required for the Operations Board to take action.
- F Key responsibilities of the Operations Board include:
 - 1. Developing and recommending operational requirements for ECD provided services and capital improvements.
 - 2. Tasking internal User Groups to resolve issues, develop protocols; investigate technologies, and address other operational issues associated with emergency communications and dispatch services.
 - 3. Providing recommendations to the Executive Board on operational policies, goals, and operational enhancements, including those that have budgetary implications.
 - 4. Receive reports from the Director on service goals and the status on meeting those goals.
 - 5. Meets monthly and additionally as needed.
- G Duties
 - 1. The Operations Board shall provide operational policy recommendations to the Director through the Executive Board.
 - 2. The Operations Board shall have responsibility to provide recommendations regarding matters pertaining to operating policies that affect Users.
 - 3. The Operations Board shall receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users and Parties. The Operations Board may review items presented by the County,

initiated by members of the Operations Board, and initiated by Users and Parties.

4. Where services are provided or administered by ECD, and are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending operational policies with respect to those services; these policies shall not conflict with County-wide policies or with ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
5. The Operations Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
6. In advance of addition of new technology or services that increase costs to User Agencies, the Operations Board shall identify and recommend cost sharing and funding mechanisms. This shall include technology and services that are funded by grants but that may have future additional costs such as for maintenance.
7. The Operations Board shall provide recommendations regarding management of System Assets such as, but not limited to: telecommunications equipment and computer aided dispatch equipment.
8. The Operations Board will recommend to the Executive Board, as it sees fit, programmatic performance audits and reviews of the Emergency Communications Department.
9. Bylaws. The Operations Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Operations Board in performing its duties under this agreement. In the event of a conflict between the By-Laws and this agreement, this agreement shall prevail.
 - 1 The Operations Board shall provide 30-days advance notice to the Parties of any scheduled Operations Board meeting at which it will consider a proposal to amend the by-laws.
 - 2 Amendments to Operations Board bylaws must be approved by all members of the Operations Board.

6. USER GROUPS

- A The following User Groups shall meet as directed by their oversight organizations and serve as forums for discussion of dispatch-related issues:

1. The Dedicated Fire Dispatch (DFD) subcommittee of the Monterey County Fire Chiefs Association.
2. The Monterey County Law Enforcement Agency Association (MCLEAA) subcommittee of the Monterey County Chief Law Enforcement Officers Association.
3. Other Technical User Group(s) as needed.

B User Groups may make recommendations to the Operations Board.

7. COUNTY OBLIGATIONS

- A The County shall provide all answering services for calls made to the Emergency 9-1-1 telephone number.
- B The County shall provide all answering services for calls made to Users' non-emergency, secondary telephone numbers.
- C The County shall dispatch User law enforcement, fire, and emergency medical field units and shall provide associated services, including status reporting and activity reports.
- D The County, through the EMS Agency, will provide guidance on the treatment of emergency calls identified as "medical calls" received by ECD.
- E The County shall, upon agreement with the individual Parties, provide responses to urgent or emergency data inquiries made by Users' field units.
- F The County shall provide after-hours dispatch of User's non-public safety (administrative) staff in accordance with operating procedures mutually agreed to by the User and County.
- G The County will provide other additional public safety call taking/dispatch related services to User agencies as recommended by the Operations and Executive Boards. Costs associated with the additional services will be borne by the User agency pursuant to written agreement.
- H The County shall provide and maintain all necessary consoles, and telephone systems, located in its communications center(s).
- I The County shall operate, maintain, and otherwise manage all telecommunications sites and transmission media identified as components of the System that are necessary to facilitate the common, countywide public safety communications and emergency 9-1-1 dispatch system. All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve an individual User exclusively shall be provided for and maintained at that User's expense.
- J County shall coordinate, administer, and maintain all systems defined by the EC Boards to benefit all Parties and Users, including development of standard operating procedures that may include training of Parties' and Users' staff to meet their responsibilities. All systems shall be maintained and operated

9-1-1 Emergency Services and Governance Agreement

consistent with applicable federal, state, and local laws, rules and regulations such as the State of California Department of Justice and Federal Communications Commission.

- K County, on behalf of all Parties, shall continue to seek grant opportunities, shall make applications for grants and other external sources of funds with authorization by the County Board of Supervisors, and shall utilize any such funds received to proportionately offset all Parties' portion of project expenses.
- L County shall provide technical expertise in emergency communications and dispatch services and as well as associated administrative services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.
- M County shall timely notify the EC Boards about pending County labor negotiations, County salary and benefit increases, County layoffs, County observance of winter recess, and similar, in so far as such issues could impact the delivery or costs of emergency communications services pursuant to this agreement. County will consider input provided by the EC Boards regarding the effects of such issues on their interests
- N With the approval of the County Board of Supervisors, County shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this agreement.
- O County shall provide appropriate management and supervision for all emergency communications and dispatch services including associated administrative services. The EC Boards may identify alternate options for services that would otherwise be provided by County. Any alternative services determined feasible by the EC Boards may be recommended to County, which shall consider such recommendations in good faith subject to limitations of law.
- P The County shall bill to Users all costs associated with providing 9-1-1 emergency call taking, non-emergency call-taking, law enforcement dispatch, fire dispatch, emergency medical dispatch, and other emergency communications or associated services in accordance with **Section 14** of this agreement.
- Q The County will support, participate in, and cooperate with financial and programmatic audits and reviews of the Emergency Communications Department as recommended by the Executive and Operations Boards.
- R For direct and indirect costs that County will bill to Users as part of this agreement, County shall provide invoices or other available supporting documents in a timely manner and in accordance with **Section 14** of this agreement.

S County-requested projects requiring contribution from the Parties shall be submitted by the County, through the Director, to the Executive Board, in advance of incurring costs. The Executive Board shall make recommendations to the County on the projects and costs.

8. RESPONSIBILITIES OF THE USERS AND PARTIES

- A Each Party, through its representative on the EC Boards, shall assist in oversight of management and operation of the emergency communications system and system components and shall provide technical and operational input necessary for effective design and use of the system to meet individual and collective needs.
- B Each Party shall be responsible for communicating with its constituents and governing bodies about the emergency communications systems.
- C Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not System Assets. Such assets must be (1) compatible with the systems used by Monterey County Emergency Communications Department, (2) serve an individual User, and (3) used by that User's personnel at that Party's expense. Each Party shall pay all costs associated with those assets.
- D Each Party using Mobile Data Communications System (MDCS) equipment shall, at its own cost, be responsible for procurement and utilization of equipment that is compatible with and will interface with the County MDCS system in place at that time. Parties and Users, at their own cost, will be responsible for coordinating connectivity with Information Technology Department (ITD).
- E The Executive Board, with recommendations from the Operations Board, may recommend to the County cost sharing formulas on behalf of all Users for additional future communications services provided by the County.
- F All Parties shall provide information requested by the EC Boards such as device inventory, in a timely manner.
- G Each Party shall comply with future requirements as recommended by the Operations Board. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.
- H Where requested by Executive Board, all Parties shall cooperate in seeking grants or supporting the acquisition of external funding such as grants or earmarks. If any portion of the emergency communications system is funded with monies received by any Party pursuant to a contract with the State or Federal government, all Parties will comply, as required, with all the provisions of said contract, to the extent applicable to each Party. Upon request, the Party

which is the grantee shall deliver a copy of said contract or grant or earmark documentation to any requesting Party at no cost to the requestor.

9. **TERM AND RENEWAL OF THE AGREEMENT**

- A The Effective Date of this agreement shall be the date that all Parties have signed the agreement, with the County signing last. Simultaneous to the effective date of the agreement, the County and the Parties agree that the following agreements are revoked and are no longer in effect:
1. All pre-existing 9-1-1 Services Agreements including by-laws, addressing emergency communications and dispatch services in Monterey County.
- B The initial term of this agreement shall be for three years plus the remainder of the fiscal year that the agreement is executed, unless terminated sooner by mutual consent of all Parties.
1. Any Party seeking to withdraw may do so starting with the end of year three of the agreement and only after providing a two-year advance notice to the Executive Board and to all other Parties as specified in **Section 9, subsection D** below.
- C Upon completion of the initial three-year term, this agreement shall automatically be renewed for successive periods of two years.
- D Any Party seeking to withdraw may do so only after providing a two-year (24 months) advance written notice to (1) the Executive Board and (ii) to all other Parties. Notices of intention to withdraw shall be mailed or delivered to (i) each member of the Executive Board and (ii) to each Party at the address identified on the signature pages of this agreement.
- E If a Party withdraws pursuant to this Section, the agreement will remain valid for those Parties that have elected to remain party to this agreement and any costs that are shared among the Parties shall be reallocated to reflect proportionate share for the Parties continuing to participate. All costs for the remainder of the fiscal year that a party withdraws in is the responsibility of the withdrawing party.
- F In the event of withdrawal by a Party which is providing resources (such as licenses, site, or other resources) to the benefit of all Users, that resource shall be left intact and in service and that Party shall negotiate in good faith with the County and remaining Parties for continuing use of that resource.
- G Voluntary Withdrawal.
1. A withdrawing Party shall provide the EC Boards with written notice of intent to withdraw twenty-four (24) months before the effective date of withdrawal, a written timetable for withdrawal, and a description of the way the withdrawal will be conducted. The withdrawing Party's plan for withdrawal shall minimize disruption to other Parties and Users. The withdrawing Party shall provide any other appropriate information
-
- 9-1-1 Emergency Services and Governance Agreement

- requested by the EC Boards or the Director, to allow the development of strategies to mitigate disruption to the remaining Users.
2. Such withdrawing Party shall continue to fund its portion of the Emergency Communications budget pursuant to this agreement for 24 months after issuance of its notice of withdrawal.
 3. A withdrawing Party shall agree to a buy-out agreement to retire any financial obligations of the withdrawing Party. The Party will remain responsible for any services that will continue to be provided, such as the Emergency Notification System or regional dispatch services and for any outstanding NGEN or other debt service Costs incurred in support of emergency communications systems assets.
 4. Upon withdrawal, the withdrawing Party relinquishes all rights to System Assets.
 5. If the Party discontinues receiving dispatch services but remains within ECD's Public Safety Answering Point (PSAP) jurisdiction for answering 9-1-1 emergency calls and other non-emergency calls for service, those services will continue to be billed to the Party under the provisions of a renegotiated agreement with the County as a Miscellaneous User.
 6. If the withdrawing Party is a voting member of the EC Boards, that Party shall maintain full voting rights as an EC Board member until the effective date of its actual withdrawal from the emergency communications system. A withdrawing Party's voting membership on EC Board ends if the Party's representative is replaced by vote of his/her appointing authority or if the withdrawing Party chooses to resign its membership on an EC Board.
 7. A withdrawing Party that is a member of an EC Board shall notify the applicable appointing authority of its intention to withdraw at the same time that it notifies the other Parties of its withdrawal. If a withdrawing Party holds a seat on an EC Board representing other parties, that Party's seat shall be reassigned immediately upon receipt of the written notice to withdraw.
 8. A Party that has withdrawn from its participation in the emergency communications system shall not be entitled to refund of any costs that it has incurred for the system through to the date of termination.

H Termination for Cause. The County, in consultation with the Executive Board, may terminate the participation of any Party for cause, including a Party's failure to fully fund or fully pay budgeted costs, as well as any other breach of this agreement (default). Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this agreement.

9-1-1 Emergency Services and Governance Agreement

1. The Termination for Cause process shall include the following steps:
 - 1 Written notice by the Director of the Emergency Communications Department or designee to the Party, with a copy to Executive Board members. Such notice shall advise the Party of the reason for possible termination. The notice shall further advise that the Party may cure its default within thirty (30) days of the notice and thereby avoid termination.
 - 2 If the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended by additional thirty (30) day extensions, for as long as the defaulting Party continues to diligently prosecute such a cure to completion.
 - 3 If the defaulting Party does not cure the default within thirty (30) days, termination of the defaulting Party shall be placed on the agenda for next Executive Board meeting. The Executive Board shall request in writing that the defaulting Party attend that meeting. The defaulting Party shall be asked to provide either (1) a plan for curing its default or (2) a plan for withdrawal, as detailed below.
 - 4 If the Executive Board finds the defaulting Party's plan for curing its default unacceptable, the Executive Board may determine by majority vote to recommend to the County that it terminate the defaulting Party's participation in the emergency communications system or to take other appropriate measures (e.g. lien).
 - 5 If the Executive Board decides to recommend termination of the defaulting Party from the emergency communications system, the Executive Board shall provide written notice to the defaulting Party that it recommends to the County that services provided under this agreement be terminated, effective twenty-four (24) months following the date of delivery of the notice. A copy of the written notice of recommended termination delivered to a defaulting Party shall be provided to County. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this agreement will be terminated.
 - 6 A Party terminated by the County for cause remains liable for its portion of emergency communications system costs up to the effective termination date, as well as applicable damages, collection costs, and interest.

- 7 The Executive Board may recommend to the County allocation of remaining System Assets among the Parties to the County or it may recommend to the County allowing the terminated Party to retain the value of its System Assets, with the stipulation that use of the system will not be made available to that Party, unless and until the Party agrees to cure all defaults/breaches as set out above.
2. The terminated Party forfeits all other rights. If the terminated Party holds a seat on the Executive Board, that seat shall be reassigned immediately upon termination.
3. Rights of Remaining Parties. Once the un-depreciated value of the system assets used by the defaulting Party is determined, the Executive Board may recommend to the County reallocating the system value and allocating system costs proportionally among the remaining parties. A Party that has been terminated by the County or that has withdrawn from participation shall not be entitled to refund of any costs that it has incurred for the system to the date of termination.
- I Dissolution. This agreement may be voluntarily terminated by the agreement of all the Parties. As part of the termination of this agreement and dissolution of the system, the County, upon recommendation of the EC Boards, shall distribute System Assets in proportion to the contribution made by all Parties.

10. SERVICE QUALITY AND CONDITIONS

- A The quality of system services to be provided to all Parties and Users shall, in the absence of explicitly adopted exceptions, be equal to or above established industry standards. The adopted standards and best practices shall be based upon those established by APCO, NFPA, NENA, POST, ISO, CalOES 911 Branch, and others identified by the Operations Board. In those areas where there are no industry standards, or where the established standard is not appropriate for Monterey County, the Director shall recommend standards and advise the Operations Board regarding budgetary, service level and other resources required to meet those standards. The Operations Board shall consider those recommendations and agree to appropriate System standards in good faith.
- B Emergency Communications systems performance shall be measured in accordance with those standards developed as indicated above. The Director shall report at least annually to Parties and Users regarding performance. The Operations Board shall review the level of performance being achieved for each agency/User and for the whole operation in comparison to the standards and in comparison, to the levels of performance achieved in previous periods.

Established standards shall be achieved for each member Agency/User and for

9-1-1 Emergency Services and Governance Agreement

the system. In reviewing system performance, the Operations Board shall consider staffing, technology, or other limitations impacting the ability to meet standards. The reporting interval may differ for different standards. At least annually, however, the comprehensive set of measures shall be reported to the Parties and Users and shall be reviewed by the Operations Board.

- C The County, in consultation with the EC Boards, will evaluate the feasibility of accreditation by appropriate accrediting groups, (i.e., CALEA, APCO, etc.), taking into account the investment of County staffing levels and County resources required. Final decision regarding pursuit of accreditation will remain in the sole discretion of the County. The accreditations referred to by this provision of this Agreement do not refer to or include accreditation of the County's ambulance services provider.
- D During the budget development process, the Director shall recommend, and the Operations Board shall evaluate, the nature and scope of services to be provided to Users. The Operations Board shall consider requests from Users desiring increased levels of service; such requests may be recommended to the County through the Executive Board, subject to staffing and other constraints, based upon the User's agreement to pay the incremental costs of those enhanced service levels.
- E Procedures related to dispatch operations will be developed by the Director, with input from the Operations Board and with input, as needed, from recognized advisory groups (e.g., Law Chiefs or Fire Chiefs.) Any dispute or conflict regarding a dispatch procedure will first be addressed by the Director to determine if a resolution can be reached. If no resolution can be agreed to by the affected parties, the Operations and Executive Boards may be consulted, with the final determination of appropriate action to be made by the County, acting through the Director of the Emergency Communications Department.
- F The Director or his/her designee will promptly investigate all complaints received from any User or citizen and shall respond in a timely manner to the complaining party. The Director shall regularly report to the EC Boards with a summary of complaints received and their resolution and shall provide additional information to individual Users involved in a complaint upon request.

11. ADDITION OF NEW MEMBERS

- A Any government organization that is not a party to this agreement on the effective date of this agreement may become a Party upon: (a) the recommendation of the Emergency Communications Department; (b) the recommendation of the Executive Board by majority vote; (c) payment of a pro rata share of all previously incurred costs that the County determines will benefit the requesting organization and are thereby appropriate to assess to the

9-1-1 Emergency Services and Governance Agreement

organization; and (d) execution of a written agreement with the County subjecting the requesting organization to the terms and conditions of this agreement. The County may execute an amendment to this agreement to include a new Party.

- B The Executive Board may recommend by majority vote, imposing one-time fees upon new Parties to offset costs incurred in previous fiscal years (buy-in fees). Buy-in fees include but are not limited to facility construction, major equipment purchases, and software. Buy-in fees will be incorporated into the budget for emergency communications services.
- C Under special circumstances, such as but not limited to manmade or natural disaster, acts of God, and acts of civil unrest, temporary access to the emergency communications system may be provided to non-Parties. This access may be recommended by the Operations Board or, if time does not permit, the Director may approve non-party access and notify the EC Boards. Non-Parties may be required by the County to reimburse the County or Parties and Users any costs resulting from temporary emergency access.

12. BUDGET DEVELOPMENT PROCESS

- A Program and budget related decisions shall be developed by the County with input from the Executive Board and the Operations Board, and ECD staff. The Executive Board will review staff recommendations and provide final recommendations to the County. The County Board of Supervisors shall have final authority over program and budget related decisions.
- B The Executive Board shall review the Emergency Communications Department's annual budget request prior to County's budget hearings. The County shall provide all relevant information, including information about indirect costs, in a timely manner, allowing sufficient time for the Executive Board to evaluate and make requests for information.
- C The Executive Board will advise regarding the Emergency Communications Department budget and service levels to be proposed to the Board of Supervisors and to the Parties' governing bodies, as applicable, in the form of recommended budgets and augmentation requests, in accordance with procedures established by the County. The Executive Board will provide recommendations to staff working with County service departments in reviewing charges and levels of service provided by the Emergency Communications Department. In the event that the Executive Board does not concur with the County's Recommended Budget, the Director and the Chair of the Executive Board shall present the Executive Board's recommendations regarding emergency communications budget and service levels directly to the County Board of Supervisors. Final

budget approval regarding budgets and funding of service levels are the responsibility of the County Board of Supervisors.

D The County of Monterey Emergency Communications Department will provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as requested by the Executive Board.

E County Administrative Office staff will present ECD annual forecasts and recommended budgets for the County Board of Supervisors' consideration, including information on alternative funding/service levels and Countywide service department charges.

13. 9-1-1 RESERVE ACCOUNT

A The Emergency Communications Department shall regularly report accounting for the 9-1-1 Reserve Account to the Executive Board. As authorized by the County Board of Supervisors, the 9-1-1 Reserve Account will be restricted for expenditures as recommended by the EC boards, with final determination on expenditures to be made by the County and will be maintained in an interest-bearing restricted fund, until the funds are expended.

B The purpose of the 9-1-1 Reserve Account is to fiscally support capital expenditures, the future acquisition of major equipment (such as computer systems), and to spread out major expenditures over time, thereby reducing the need for large assessments to the Parties. The 9-1-1 Reserve Account will enable County and the Parties to better prepare budgets and facilitate long term fiscal planning.

C Funds in the 9-1-1 Reserve Account shall be readily accessible to the Emergency Communications Department to use for appropriate expenditures that benefit the Parties and Users.

D The Director shall present 9-1-1 Reserve Account accounting reports to the Executive Board monthly or as requested.

E Accumulation of interest in the 9-1-1 Reserve Account will accrue to the benefit of the emergency communications systems.

14. COST SHARING PLAN FOR PARTIES AND USERS

A Until replaced by an NGEN Operations and Maintenance (O & M) Governance and Financing Agreement, Radio system O & M fees are billed on a quarterly basis by ECD. O & M fees are determined by the number of radio users on the system as recommended by Operations Board and the Executive Board. Radio system O & M costs are determined by the Information Technology Department (ITD) and ECD.

1. The payment shall be due (“Due Date”) thirty (30) days after the billing date. County shall bill the Users no later than the end of each calendar quarter for the prior calendar quarter. For example, July through September would be billed before the end of December of the same fiscal year.
- B ECD will invoice each Party separately, either annually, biannually, or quarterly in arrears for fees for Dispatch Services, the Emergency Notification System, Inform Mobile Licensing, the NGEN Debt Service and other special charges to Parties and Users. County will consult with the Executive Board at least ten (10) days before the start of each fiscal year regarding the frequency of billing and methodology of billing to actual expenses or budgeted expenses per **subsection 1** below. The County, through ECD, may exercise its discretion and bill agencies either annually, bi-annually, or quarterly, in order to maintain adequate reserves in the special revenue fund dedicated to provision of 911 services.
- 1 In consideration of the foregoing, each Party will pay to the County, on an annual, biannual, or quarterly basis, an amount derived by the formula set forth below based on the year-to-date actual costs or budgeted costs.
 - 2 Invoices shall be sent via email to the email address listed in the signature block of this Agreement. Invoices will be mailed via certified mail ONLY at the written request of the Party or User Agency to the ECD. This mailing address and email address may be changed only with written notice to ECD. An email to the current Director will suffice.
 - 3 The funding formula for user agencies may include 5.0% of the County of Monterey’s total Proposition 172 revenue from the two year prior audited actual Proposition 172 revenue to offset the total charges incurred by all Parties to this agreement as determined annually by the Monterey County Board of Supervisors during the budget process.
 - 4 The Countywide Cost Allocation Plan (COWCAP) will be utilized to capture and bill the indirect costs incurred by the County which are associated with the operations of the Monterey County Emergency Communications Department.

C Formula Definitions:

A	Actual cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure report for the Billing Period.)
B	Amount to be paid by the State of California, and/or other agencies not party to this agreement, to the County of Monterey for emergency 9-1-1 operations.
C	Actual Annual cost subject to percentage distribution.
D	Most recently available assessed valuation of real property of the Party. (Source: "Monterey County Tax Rates" for the Billing Year.)
E	Most recently available assessed valuation of real property in the County of Monterey less the assessed valuation of real property attributed to organizations not receiving direct dispatch services. (Source: "Monterey County Tax Rates" for the billing year.)
F	Most recently available resident population of each Party. (source: for county and cities, "State of California Department of Finance Data" for the billing year and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
G	Most recently available total population of the County of Monterey, less the population of agencies not receiving direct dispatch services. (Source: for county and cities, "State of California Department of Finance Data" and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
H	Annual Workload total for each Party based on billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
I	Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
J	Party net percentage (Derived by applying equal weight to Party Percentage of Assessed Valuation, Resident Population and Dispatch Workload.) For Fire Districts and Fire Only Users this net percentage is multiplied by 10%.
K	Party Gross Bill.
L	Party's Prop 172 offset shall be computed by taking the Party's original billing and dividing that by the total billing of all Parties subject to Prop 172 reduction, which is a percentage of the total billing. That percentage is multiplied by the total gross Prop 172 amount to derive the individual Party's percentage share of the Prop 172 funding.

D Cost Allocation Formula:

(1) $A - B = C$

(2)
$$\left[\frac{D}{E} + \frac{F}{G} + \frac{H}{I} \right] \text{ Divided by } 3 = J$$

(3) $C \times J = K$

(4) $K - L = \text{Charge to the Party for the billing year.}$

- E In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.
- F The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.
- G The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.
- H The County of Monterey Emergency Communications Department shall bill each Party on an annual, biannual, or quarterly individual basis.
- I Delinquency. If a Party does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Party. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Party does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.
- J Billing Dispute: If a Party or Parties dispute payment owed to County, each Party shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

15. PAYMENT PROVISIONS FOR MISCELLANEOUS AGENCIES

A ECD shall invoice each Miscellaneous Agency in alignment with the invoicing schedule as outlined in **Section 14, subsection B** of this Agreement.

B The formula to determine costs is as follows:

Formula Definitions

A	Miscellaneous Agency Workload (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
B	Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
C	Miscellaneous Agency net percentage
D	Actual cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure report for the Billing Period.)
E	Charge to the Miscellaneous Agency for the billing year.

Cost Allocation Formula for Miscellaneous Agencies:

$$(1) \quad \frac{A}{B} = C$$

$$(2) \quad C \times D = E$$

C In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.

D The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

E The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.

F The County of Monterey Emergency Communications Department shall bill each Miscellaneous Agency on an annual, biannual, or quarterly individual basis.

G Delinquency. If a Miscellaneous Agency does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed

delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Miscellaneous Agency. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Miscellaneous Agency does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Miscellaneous Agency, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

H Billing Dispute: If a Miscellaneous Agency(s) dispute payment owed to County, each Miscellaneous Agency shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Miscellaneous Agency disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

16. ONGOING USE OF 9-1-1 DISPATCH CENTER

A As provided in the Agreement for the Construction and Funding of a Consolidated Dispatch Center for 9-1-1 emergency communications, effective on July 1, 2001, County shall provide the land located at 1322 Natividad Road, Salinas at no cost to the Parties and Users for the duration of its use for the purposes set forth in that agreement and in this agreement.

B The County shall permit the Users to use the 9-1-1 Dispatch Center of the consolidated Emergency Services Center including its equipment, fixtures, and furnishings for the period of time that the facility is used for 9-1-1 dispatch services.

C The County and the Parties shall be jointly responsible for costs of maintenance of the 9-1-1 Dispatch Center.

17. RECORDS AND CONFIDENTIALITY

A **Confidentiality:** County and the Parties and Users and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this agreement or prepared in connection with the performance of this agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties

9-1-1 Emergency Services and Governance Agreement

acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County will mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.

- B **Maintenance of Records:** The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this agreement. The County shall maintain such records in accordance with the provisions of the County and ECD Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

18. **COUNTY INDEMNIFICATION OF PARTIES AND PARTIES' WAIVER OF CLAIMS AGAINST THE COUNTY**

- A County hereby agrees to indemnify and hold harmless each Party, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Party, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by or arising out of the provision of the emergency communications services by the County as set forth in this agreement.
- B Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of emergency communications services by the County pursuant to this agreement that may be brought or instituted by third parties against each Party, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Party, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Party agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this agreement and each Party agrees to cooperate with County in the defense of such claims.
- C In return for and in recognition of County's acceptance of liability, as set forth above, each Party agrees that it will not sue, make any demand or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the emergency communications services by the County set forth in this agreement. This waiver of liability against the County by the Parties applies to

9-1-1 Emergency Services and Governance Agreement

claims, demands, judgments or decrees which are asserted by third parties and to claims, demands, judgments or decrees which could be asserted by the Parties against the County.

D **Survival of Indemnification and Waiver of Liability Obligations**

1. The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Parties, established above, shall survive the termination of this agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this agreement and the provision of emergency communications services pursuant to this agreement.

19. INSURANCE

A Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

B Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.

C Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.

D Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.

E In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this agreement, shall be furnished to the requesting party prior to execution of this agreement.

F Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

20. **GENERAL PROVISIONS**

- A **Amendment.** This agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto; except for an Amendment of adding a new Party as described in **Section 11** of this Agreement.
- B **Effect on Existing Agreements:**
1. **Agreement for 9-1-1 Emergency Communications Dispatch Services (the City and Fire District 9-1-1 Service Agreement):** Upon final execution of this agreement by the County and all Parties, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
 2. **Agreement for 9-1-1 Emergency Communications Dispatch Services for Miscellaneous Agencies (the miscellaneous agency 9-1-1 Service Agreements):** Upon final execution of this agreement by the County and miscellaneous agencies, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
- C **Waiver.** Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- D **Successors and Assigns.** This agreement and the rights, privileges, duties, and obligations of the Parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.
- E **Assignment.** No Party may assign, sell, or otherwise transfer its interest or obligations in this agreement without the prior written consent of the County upon the recommendation of the Executive Board. Any organization wishing to participate in this system shall participate through this agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.
- F **Compliance with Applicable Law.** The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this agreement.
- G **Severability.** If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.

- H Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this agreement.
- I Time is of the Essence. Time is of the essence in each and all of the provisions of this agreement.
- J Governing Law. This agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this agreement shall be in the Superior Court of California, in the County of Monterey.
- K Construction of Agreement. The Parties agree that each Party has fully participated in the review and revision of this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this agreement or any amendment hereto.
- L Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- M Authority. Any individual executing this agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to enter into this agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.
- N Integration. This agreement, including the exhibits hereto, shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.
- O Change of Address. The mailing addresses, email addresses, phone numbers, and Party contacts may change and it is the responsibility of the Parties to notify the County as specified in paragraph (P) within ten days of said change.
- P Notices. Notices required under this agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MONTEREY
Director of Emergency Communications
1322 Natividad Road
Salinas, CA 93906
831.769.8883

IN WITNESS WHEREOF, the COUNTY and each of the Agencies have caused this agreement to be executed by their duly authorized representative as of the day and year written above.

COUNTY OF MONTEREY:	
Name (printed)	_____
Signature:	_____
Date:	_____
Director of Emergency Communications	
Address:	_____ _____
APPROVED AS TO FORM:	
Name (printed)	_____
Signature:	_____
Date:	_____
Deputy County Counsel	
APPROVED AS TO FISCAL PROVISIONS:	
Name (printed)	_____
Signature:	_____
Date:	_____
Auditor-Controller	

Parties (one per page)

City of Carmel-by-the-Sea Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Del Rey Oaks Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Gonzales Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Greenfield Duly Authorized Representative	
Name (printed):	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of King Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Marina Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Monterey Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Pacific Grove Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Salinas Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Sand Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

City of Seaside
Duly Authorized Representative

Name (printed) _____

Title _____

Signature: _____

Date: _____

Address: _____

Email: _____

For Review Only

Parties (one per page)

City of Soledad Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

Monterey County Regional Fire Protection District
Duly Authorized Representative

Name (printed) _____

Title _____

Signature: _____

Date: _____

Address: _____

Email: _____

For Review Only

Parties (one per page)

Monterey Peninsula Airport District Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

North County Fire Protection District of Monterey County
Duly Authorized Representative

Name (printed) _____

Title _____

Signature: _____

Date: _____

Address: _____

Email: _____

For Review Only

Parties (one per page)

Big Sur Fire Brigade
Duly Authorized Representative

Name (printed) _____

Title _____

Signature: _____

Date: _____

Address: _____

Email: _____

For Review Only

Parties (one per page)

California State University, Monterey Bay Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Address:	_____ _____
Email:	_____

For Review Only

Parties (one per page)

Correctional Training/ Salinas Valley State Prison
Duly Authorized Representative

Name (printed) _____

Title _____

Signature: _____

Date: _____

Address: _____

Email: _____

For Review Only



Item No. 9 (F)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF REVIEW OF THE CITY OF KING PROCLAMATION OF LOCAL EMERGENCY AND ORDINANCE ESTABLISHING 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

RECOMMENDATION:

It is recommended the City Council take no action to amend or terminate the Proclamation of Local Emergency or the Ordinance that established enforcement and appeals procedures for the Orders of the Monterey County Health Officer related to the COVID-19 pandemic within the City of King.

BACKGROUND:

On March 4, 2020, the Governor of California declared a State of Emergency to make additional resources available, formalize emergency actions already underway, and help the state prepare for broader spread of the coronavirus (COVID-19). On March 13, 2020, the President declared a National State of Emergency. As a result, on March 16, 2020, the City Manager signed a Proclamation of Local Emergency in King City, which was ratified by the City Council on March 20, 2020.

On March 17th, the Monterey County Health Officer issued a Shelter in Place Order, which was reissued on April 3rd with increased restrictions. Under the Municipal Code, the County Health Officer also serves as the City's Health Officer. A similar order was issued by the Governor of California for the entire State of California on March 19th, which has been followed with a number of subsequent changes. On April 30, 2020, a subsequent Order was issued by the County Health Officer, which allows additional businesses to reopen under restrictions and established protocols.

CITY COUNCIL

CONSIDERATION OF REVIEW OF THE CITY OF KING PROCLAMATION OF LOCAL EMERGENCY AND THE ORDINANCE ESTABLISHING 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

MAY 26, 2020

PAGE 2 OF 3

The City has been tasked with enforcing the Orders. Therefore, at the April 14th meeting, the City Council adopted an Urgency Ordinance establishing enforcement and appeals procedures for the orders of the County Health Officer related to the COVID-19 pandemic within the City of King in order to establish an effective and clear process. At the May 12, 2020 meeting, the City Council voted to extend the enforcement and appeals procedures through June 9, 2020 to be in effect until the County Health Officer's current Order is due to expire. At that time, Mayor LeBarre requested both the Proclamation of Local Emergency and the Ordinance establishing enforcement and appeals procedures be placed on the next agenda in case the Council decides circumstances have changed and they prefer to terminate one and/or the other prior to the expiration.

DISCUSSION:

The Proclamation of Local Emergency was issued in part to help the City qualify for reimbursement of costs associated with efforts to prevent the disease in the community, as well as plans and actions necessary to respond to and prevent the spread of an outbreak. The City has taken a number of actions to provide public education and notification of restrictions that have been enacted, to coordinate efforts to connect residents and businesses with available assistance and resources, and to implement measures to prevent the spread of the disease. These efforts have helped King City minimize the occurrence of COVID-19 cases in comparison to other jurisdictions in Monterey County. Staff has been tracking the costs of all these activities, submitted an application to be eligible for FEMA reimbursement, completed training on FEMA procedures, and have received preliminary approval of eligibility.

Normally, action would be required to review and renew the Proclamation of Local Emergency every 30 days. However, given the unique and extended nature of a pandemic compared to typical disaster incidents, the Governor suspended in his Order the requirement for jurisdictions to extend their proclamations. Therefore, no action is required. While the City has been successful in the goal of preventing a major outbreak of COVID-19 in King City, the threat and the need to continue prevention efforts remain. Staff is unaware of any jurisdictions in Monterey County that have altered or terminated their Proclamation of Local Emergency. Therefore, staff recommends no change to the Proclamation of Local Emergency be taken at this time.

In addition, there has been no change to the City's responsibilities for enforcement of the Health Officer's Orders since the last City Council meeting. It does appear likely that Monterey County will soon qualify to transition to the next

**CITY COUNCIL
CONSIDERATION OF REVIEW OF THE CITY OF KING PROCLAMATION OF
LOCAL EMERGENCY AND THE ORDINANCE ESTABLISHING
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
MAY 26, 2020
PAGE 3 OF 3**

phase of reopening as defined by the Governor. Under this phase, more businesses will be allowed to open. However, as more businesses are open, staff believes effective enforcement activities become even more critical in order to ensure reopening is successful other businesses can follow. Therefore, staff recommends no change to the enforcement and appeals procedures be taken at this time. It is likely staff will recommend the enforcement and appeals process be extended through June to help facilitate an effective reopening process. After that time, as long as everything continues to go well, staff recommends the Ordinance be allowed to expire until such time it is needed again if the threat of COVID-19 increases in the fall or winter.

Revising the Proclamation of Local Emergency and/or terminating the Ordinance establishing enforcement and appeals procedures would require a 4/5 vote. Termination of the Proclamation of Local Emergency would require a simple majority vote.

COST ANALYSIS:

No cost impact is associated with the recommended action.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Statutory Exemption set forth in CEQA Guidelines, Pub. Res. Code 21080(b)(4), which exempts actions necessary to prevent or mitigate an emergency.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Take no action;
2. Terminate both the Ordinance establishing enforcement and appeals procedures and the Proclamation of Local Emergency;
3. Make no change to the Ordinance, but update the Proclamation of Local Emergency and re-approve; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: ANDREA MARBLE, HUMAN RESOURCES MANAGER

**RE: CONSIDERATION OF SIDE LETTER OF AGREEMENT
EXTENDING MEMORANDUM OF UNDERSTANDING WITH THE
KING CITY POLICE OFFICERS ASSOCIATION**

RECOMMENDATION:

It is recommended the City Council adopt a Resolution to approve a third Side Letter of Agreement with the King City Police Officers Association (KCPOA) to extend the current Memorandum of Understanding (MOU) for one (1) year through June 30, 2021.

BACKGROUND:

The City's current MOU with KCPOA, originally adopted on April 26, 2016, is due to expire on June 30, 2020. Staff recently met with the representative of KCPOA to initiate discussions on how to approach negotiations of a new agreement. Pursuant to the requirements of the Meyers-Milias-Brown Act, both parties reached an agreement to extend the current MOU without a base pay increase for one year.

DISCUSSION:

Due to the current situation with the COVID-19 disease, staff has developed a budget strategy to address projected losses in revenue. The proposed elimination of COLAs for FY 2020-21 is one of the measures included in the budget strategy to reduce costs, prevent adding to the current negative General Fund debt, and to avoid the need for layoffs. As a result, KCPOA agreed to extend the current MOU and forego a Cost of Living Adjustment (COLA) in FY 2020-21.

**CITY COUNCIL
CONSIDERATION OF SIDE LETTER AGREEMENT EXTENDING
MEMORANDUM OF UNDERSTANDING WITH THE KING CITY POLICE
OFFICERS ASSOCIATION
MAY 26, 2020
PAGE 2 OF 3**

Since the KCPSA agreed to only a 6-month extension, a reopener “me too” clause is recommended in the KCPOA MOU. This would commit the City to meet and confer with KCPOA on a potential COLA if the City were to grant a COLA to the PSA during the fiscal year. Staff felt it was fair to include this provision since staff is all working together and voluntarily sacrificing their COLAs to balance the budget. Therefore, it is important that all groups be treated consistently at this time.

The proposed extension will assist the City with its strategy to address the financial impacts of COVID-19 and reduce confusion by creating guidelines for other administrative processes. It also represents a team approach and commitment of staff to responding to the current financial crisis. Attached for the City Council's consideration is a Side Letter of Agreement approving the extension to the KCPOA MOU.

COST ANALYSIS:

The cost savings from eliminating all COLAs in the FY 2020-21 Budget is estimated to be approximately \$160,000.

ENVIRONMENTAL REVIEW:

Labor agreements 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 have been identified for City Council consideration:

1. Approve the Side Letter of Agreement;
2. Direct staff to pursue additional changes to the MOU;
3. Do not approve amending the MOU; or
4. Provide staff other direction.

Exhibits:

1. Third Side Letter of Agreement Between KCPOA and the City of King

**CITY COUNCIL
CONSIDERATION OF SIDE LETTER AGREEMENT EXTENDING
MEMORANDUM OF UNDERSTANDING WITH THE KING CITY POLICE
OFFICERS ASSOCIATION**

MAY 26, 2020

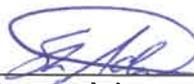
PAGE 3 OF 3

Prepared by:



Andrea Marble, Human Resources Manager

Approved by:



Steven Adams, City Manager

**THIRD SIDE LETTER OF AGREEMENT
BETWEEN THE KING CITY POLICE OFFICERS ASSOCIATION
AND THE CITY OF KING**

This side letter is entered into by and between the King City Police Officers Association ("KCPOA") and the City of King ("City").

RECITALS

1. A Memorandum of Understanding (MOU) between the King City Police Officers Association ("KCPOA") and the City is in effect for the period of July 1, 2015 to June 30, 2020.
2. MOU Article XIV, Section 3 – DURATION states "Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including June 30, 2020."
3. The parties have met and conferred regarding an extension of the MOU for an additional one year without a base pay increase as a result of the staff's budget strategy to address projected losses in revenue due to the COVID-19 disease. The parties have mutually agreed to extend the effective date of the MOU until June 30, 2021.
4. A reopener clause is being added in the event another bargaining unit negotiates a base pay increase during the FY 2020-21 to indicate the parties will revisit discussion of a similar base pay increase for members of KCPOA.

AGREEMENT

It is therefore agreed that the KCPOA and the City will implement the following changes to the MOU effective July 1, 2020:

1. **ARTICLE II, SECTION 1, 2.1.d** shall be added as follows:
 - f. In the event any other City of King bargaining unit receives a base salary increase during FY 2020-21, the City and KCPOA shall meet and confer regarding a base salary increase up to the amount received by the other bargaining unit.
2. **ARTICLE XIV; SECTION 3** shall be amended as follows:
 - 3.1 Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including June 30, 2021."

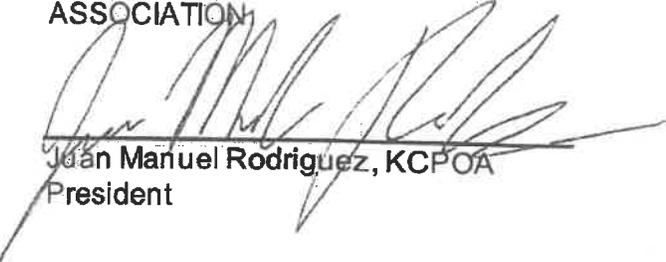
All provisions approved in side letters of agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this Side Letter of Agreement. All other terms and conditions of employment outlined in the MOU and previous side letters remain unchanged and in full effect.

Agreed to this 19 day of May, 2020.

FOR THE CITY OF KING:

Steven Adams, City Manager

FOR KING CITY POLICE OFFICERS
ASSOCIATION



Juan Manuel Rodriguez, KCPOA
President



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: ANDREA MARBLE, HUMAN RESOURCES MANAGER

RE: CONSIDERATION OF SIDE LETTER OF AGREEMENT
EXTENDING MEMORANDUM OF UNDERSTANDING WITH THE
KING CITY POLICE SERGEANTS ASSOCIATION

RECOMMENDATION:

It is recommended the City Council adopt a Resolution to approve a third Side Letter of Agreement with the King City Police Sergeants Association (KCPA) to extend the current Memorandum of Understanding (MOU) for six (6) months through December 31, 2020.

BACKGROUND:

The City's current MOU with KCPA, originally adopted on February 6, 2016, is due to expire on June 30, 2020. Staff recently met with the representative of KCPA to initiate discussions on how to approach negotiations of a new agreement. Pursuant to the requirements of the Meyers-Milias-Brown Act, both parties reached an agreement to extend the current MOU without a base pay increase for six months.

DISCUSSION:

Due to the current situation with the COVID-19 disease, staff has developed a budget strategy to address projected losses in revenue. The proposed elimination of COLAs for FY 2020-21 is one of the measures included in the budget strategy to reduce costs, prevent adding to the current negative General Fund debt, and to avoid the need for layoffs. As a result, KCPA agreed to extend the current MOU and forego a Cost of Living Adjustment (COLA) in FY 2020-21 for the first six months. It was agreed that the City and Union

**CITY COUNCIL
CONSIDERATION OF SIDE LETTER OF AGREEMENT EXTENDING
MEMORANDUM OF UNDERSTANDING WITH THE KING CITY POLICE
SERGEANTS ASSOCIATION
MAY 26, 2020
PAGE 2 OF 3**

representatives will meet at that time to review the status of the City's budget to determine if a further extension with no COLA is still necessary.

The proposed extension will assist the City with its strategy to address the financial impacts of COVID-19 and reduce confusion by creating guidelines for other administrative processes. It also represents a team approach and commitment of staff to responding to the current financial crisis. Attached for the City Council's consideration is a Side Letter of Agreement approving the extension to the KCPSA MOU.

COST ANALYSIS:

The cost savings from eliminating all COLAs in the FY 2020-21 Budget is estimated to be approximately \$160,000.

ENVIRONMENTAL REVIEW:

Labor agreements 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 have been identified for City Council consideration:

1. Approve the Side Letter of Agreement;
2. Direct staff to pursue additional changes to the MOU;
3. Do not approve amending the MOU; or
4. Provide staff other direction.

Exhibits:

1. Third Side Letter of Agreement Between KCPSA and the City of King

**CITY COUNCIL
CONSIDERATION OF SIDE LETTER OF AGREEMENT EXTENDING
MEMORANDUM OF UNDERSTANDING WITH THE KING CITY POLICE
SERGEANTS ASSOCIATION
MAY 26, 2020
PAGE 3 OF 3**

Prepared by:



Andrea Marble, Human Resources Manager

Approved by:



Steven Adams, City Manager

**THIRD SIDE LETTER OF AGREEMENT
BETWEEN THE KING CITY POLICE SERGEANTS ASSOCIATION
AND THE CITY OF KING**

This side letter is entered into by and between the King City Police Sergeants Association ("KCPSA") and the City of King ("City").

RECITALS

1. A Memorandum of Understanding (MOU) between the King City Police Sergeants Association ("KCPSA") and the City is in effect for the period of July 1, 2015 to June 30, 2020.
2. MOU Article XIV, Section 3 – DURATION states "Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including June 30, 2020."
3. The parties have met and conferred regarding an extension of the MOU for an additional six months without a base pay increase as a result of the staff's budget strategy to address projected losses in revenue due to the COVID-19 disease. The parties have mutually agreed to extend the effective date of the MOU until December 31, 2020.

AGREEMENT

It is therefore agreed that the KCPSA and the City will implement the following changes to the MOU effective July 1, 2020:

1. **ARTICLE XIV; SECTION 3** shall be amended as follows:
 - 3.1 Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including December 31, 2020.
 - 3.2 City and KCPSA agree to commence to meet and confer on extension of this MOU or a new MOU on or after January 1, 2021.

All provisions approved in side letters of agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this Side Letter of Agreement. All other terms and conditions of employment outlined in the MOU and previous side letters remain unchanged and in full effect.

AJD
5/19/2020

Agreed to this 19TH day of May, 2020.

FOR THE CITY OF KING:

Steven Adams, City Manager

FOR KING CITY POLICE
SERGEANTS ASSOCIATION:



John Dow, KCPSA President



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SIDE LETTER OF AGREEMENT WITH THE KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager to execute a first Side Letter of Agreement with the King City Confidential Employees Association (KCEA) to modify their current Memorandum of Understanding (MOU) for the period of July 1, 2019 through June 30, 2022.

BACKGROUND:

The current MOU with KCCEA was adopted on July 9, 2019. Each fiscal year included a three percent (3%) base salary increase. Staff recently met with the representatives of each group to discuss budget strategies for projected losses in revenue for the FY 2020-21 budget due to the impacts of COVID-19. Additional changes to the MOUs were also discussed to assist with confusion of overtime eligibility language and the lack of direction in the MOU regarding employee flex time and guidelines for paid association representative activity. Pursuant to the requirements of the Meyers-Millias-Brown Act, all parties reached an agreement to forego the 3% base salary increase for the FY 2020-21.

DISCUSSION:

Due to the current situation with the COVID-19 disease, staff has developed a budget strategy to address projected losses in revenue. The proposed elimination of COLAs for FY 2020-21 is one of the measures included in the budget strategy to reduce costs, prevent adding to the current negative General Fund debt, and to avoid the need for layoffs. As a result, KCCEA agreed to forego their Cost of Living Adjustment (COLA) in FY 2020-21.

**CITY COUNCIL
CONSIDERATION OF SIDE LETTER OF AGREEMENT WITH THE KING CITY
CONFIDENTIAL EMPLOYEES ASSOCIATION
MAY 26, 2020
PAGE 2 OF 2**

Since the KCPSA agreed to only a 6-month extension, a reopener “me too” clause is recommended in the KCCEA MOU. This would commit the City to meet and confer with KCCEA on a potential COLA up to the 3% if the City were to grant a COLA to the PSA during the fiscal year. Staff felt it was fair to include this provision since staff is all working together and voluntarily sacrificing their COLAs to balance the budget. Therefore, it is important that all groups be treated consistently at this time.

The proposed changes will assist the City with its strategy to address the financial impacts of COVID-19 and represents a team approach and commitment of staff to responding to the current financial crisis. Attached for the City Council’s consideration is a Side Letter of Agreement approving the amendments to the KCCEA MOU.

COST ANALYSIS:

The cost savings from eliminating all COLAs in the FY 2020-21 Budget is estimated to be approximately \$160,000.

ENVIRONMENTAL REVIEW:

Labor agreements 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 have been identified for City Council consideration:

1. Approve the Side Letter of Agreement;
2. Direct staff to pursue additional changes to the MOU;
3. Do not approve amending the MOU; or
4. Provide staff other direction.

Exhibits:

1. First Side Letter of Agreement Between KCCEA and the City of King

Prepared and Approved by:



Steven Adams, City Manager

**FIRST SIDE LETTER OF AGREEMENT
BETWEEN THE KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION
AND THE CITY OF KING**

This side letter is entered into by and between the King City Confidential Employees Association ("KCCEA") and the City of King ("City").

RECITALS

1. A Memorandum of Understanding (MOU) between the King City Confidential Employees Association ("KCCEA") and the City is in effect for the period of July 1, 2019 to June 30, 2022.
2. MOU Article II, Section 1 – SALARY states:
 - “1.1 Effective July 6, 2019, employees shall receive a three percent (3%) base salary increase.
 - 1.2 Effective July 4, 2020, employees shall receive a three percent (3%) base salary increase.
 - 1.3 Effective July 3, 2021, employees shall receive a three percent (3%) base salary increase.”
3. The parties have discussed the staff's budget strategy to address projected revenue losses in FY 2020-21 due to the COVID-19 disease and have mutually agreed to eliminate the 3% base salary increase effective July 4, 2020. A reopener clause was agreed upon in the event another bargaining unit negotiates a base salary increase during the FY 2020-21, allowing both parties to revisit discussion of a similar base pay increase for KCCEA members.
4. As a result, the effective date of the salary schedule in Appendix B-2 will be changed from 7/4/20 to 7/3/21, and the salary schedule in Appendix B-3 will be eliminated.

AGREEMENT

It is therefore agreed that the City and KCCEA will implement the following changes, effective May 26, 2020:

1. **ARTICLE II, SECTION 1** is amended to read as follows:

SECTION 1 – SALARY

- 1.1 Effective July 6, 2019, employees shall receive a three percent (3%) base salary increase.
- 1.2 Effective July 3, 2021, employees shall receive a three percent (3%) base salary increase.

1.3 In the event any other City of King bargaining unit receives a base salary increase during FY 2020-21, the City and KCCEA shall meet and confer regarding a base salary increase up to a maximum of 3%..

2. **Appendix B-2** is amended as follows:

KCCEA
APPENDIX B-2
SALARY SCHEDULE
EFFECTIVE JULY 3, 2021

TITLE	A	B	C	D	E	F
Executive Assistant	45,899.56	48,194.54	50,604.27	53,134.48	55,791.20	58,580.76
Police Captain	112,742.05	118,676.24	124,921.90	131,497.42	138,419.02	145,704.01
Recreation Coordinator	62,847.72	65,989.04	69,288.44	72,752.28	76,390.10	80,210.41
Human Resources Manager	75,226.54	78,987.87	82,937.26	87,084.12	91,438.33	96,010.25
Public Works Supervisor	60,802.30	63,842.42	67,034.54	70,386.26	73,905.58	77,600.86

3. **Appendix B-3** is eliminated.

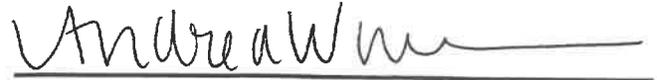
All provisions approved in Side Letters of Agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this side letter of agreement. All other terms and conditions of employment outlined in the MOU and previous side letters remain unchanged and in full effect.

Agreed to this ___ day of May, 2020.

FOR THE CITY OF KING:

FOR THE ASSOCIATION:

Steven Adams, City Manager



Andrea Wasson, President



Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: ANDREA MARBLE, HUMAN RESOURCES MANAGER

**RE: CONSIDERATION OF SIDE LETTER OF AGREEMENT WITH
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL
521**

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager to execute a first Side Letter of Agreement with the Service Employees International Union Local 521 (SEIU) to modify their current Memorandum of Understanding (MOU) for the period of July 1, 2019 through June 30, 2022.

BACKGROUND:

The current MOU with SEIU was adopted on July 9, 2019, which covers a three-year period from July 1, 2019 through June 30, 2022. Each fiscal year included a three percent (3%) base salary increase. Staff recently met with the representatives of each group to discuss budget strategies for projected losses in revenue for the FY 2020-21 budget due to the impacts of COVID-19. Pursuant to the requirements of the Meyers-Milias-Brown Act, all parties reached an agreement to forego the 3% base salary increase for the FY 2020-21.

DISCUSSION:

Due to the current situation with the COVID-19 disease, staff has developed a budget strategy to address projected losses in revenue. The proposed elimination of COLAs for FY 2020-21 is one of the measures included in the budget strategy to reduce costs, prevent adding to the current negative General Fund debt, and to avoid the need for layoffs. As a result, SEIU agreed to forego their Cost of Living Adjustment (COLA) in FY 2020-21.

**CITY COUNCIL
CONSIDERATION OF SIDE LETTER OF AGREEMENT WITH THE SERVICE
EMPLOYEES INTERNATIONAL UNION LOCAL 521
MAY 26, 2020
PAGE 2 OF 3**

Since the KCPSA agreed to only a 6-month extension, a reopener “me too” clause is recommended in the KCCEA MOU. This would commit the City to meet and confer with SEIU on a potential COLA up to the 3% if the City were to grant a COLA to the PSA during the fiscal year. Staff felt it was fair to include this provision since staff is all working together and voluntarily sacrificing their COLAs to balance the budget. Therefore, it is important that all groups be treated consistently at this time.

The proposed changes will assist the City with its strategy to address the financial impacts of COVID-19 and represents a team approach and commitment of staff to responding to the current financial crisis. Attached for the City Council’s consideration is a Side Letter of Agreement approving the amendments to the SEIU MOU.

COST ANALYSIS:

The cost savings from eliminating all COLAs in the FY 2020-21 Budget is estimated to be approximately \$160,000.

ENVIRONMENTAL REVIEW:

Labor agreements 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 have been identified for City Council consideration:

1. Approve the Side Letter of Agreement;
2. Direct staff to pursue additional changes to the MOU;
3. Do not approve amending the MOU; or
4. Provide staff other direction.

Exhibits:

1. First Side Letter of Agreement Between SEIU and the City of King

**CITY COUNCIL
CONSIDERATION OF SIDE LETTER OF AGREEMENT WITH THE SERVICE
EMPLOYEES INTERNATIONAL UNION LOCAL 521
MAY 26, 2020
PAGE 3 OF 3**

Prepared by:



Andrea Marble, Human Resources Manager

Approved by:



Steven Adams, City Manager

**FIRST SIDE LETTER OF AGREEMENT
BETWEEN THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521
AND THE CITY OF KING**

This side letter is entered into by and between the Service Employees International Union Local 521 ("SEIU") and the City of King ("City").

RECITALS

1. A Memorandum of Understanding (MOU) between the Service Employees International Union Local 521 ("SEIU") and the City is in effect for the period of July 1, 2019 to June 30, 2022.
2. MOU Article II, Section 1 – SALARY states:
 - 1.1 Effective July 6, 2019, employees shall receive a three percent (3%) base salary increase.
 - 1.2 Effective July 4, 2020, employees shall receive a three percent (3%) base salary increase.
 - 1.3 Effective July 3, 2021, employees shall receive a three percent (3%) base salary increase.
 - 1.4 Effective July 6, 2019 the Code Enforcement Officer position shall receive a 7% equity adjustment."
3. The parties have discussed the staff's budget strategy to address projected revenue losses in FY 2020-21 due to the COVID-19 disease and have mutually agreed to eliminate the 3% base salary increase effective July 4, 2020. A reopener clause was agreed upon in the event another bargaining unit negotiates a base salary increase during the FY 2020-21, allowing both parties to revisit discussion of a similar base pay increase for SEIU members.
4. As a result, the effective date of the salary schedule in Appendix C will be changed from 7/4/20 to 7/3/21 and Appendix D will be eliminated.

AGREEMENT

It is therefore agreed that the City and SEIU will implement the following changes to the MOU effective May 26, 2020:

1. **ARTICLE II, SECTION 1** is amended to read as follows:

SECTION 1 – SALARY

- 1.1 Effective July 6, 2019, employees shall receive a three percent (3%) base salary increase.
- 1.2 Effective July 3, 2021, employees shall receive a three percent (3%) base salary increase.

1.3 Effective July 6, 2019 the Code Enforcement Officer position shall receive a 7% equity adjustment.

1.4 In the event any other City of King bargaining unit receives a base salary increase during FY 2020-21, the City and SEIU shall meet and confer regarding a base salary increase up to a maximum of 3%.

2. **APPENDIX C** is amended as follows:

APPENDIX C

SALARY SCHEDULE EFFECTIVE 7/3/21

Title	A	B	C	D	E	F
Accountant	\$49,626.01	\$52,108.44	\$54,713.87	\$57,450.64	\$60,323.53	\$63,339.70
Accounting Technician	\$41,356.00	\$43,424.10	\$45,596.08	\$47,876.72	\$50,270.80	\$52,785.47
Administrative Assistant	\$41,356.00	\$43,424.10	\$45,596.08	\$47,876.72	\$50,270.80	\$52,785.47
Assistant Planner	\$71,644.33	\$75,227.69	\$78,990.14	\$82,940.06	\$87,088.20	\$91,442.91
Building Inspector	\$63,143.87	\$66,302.14	\$69,618.03	\$73,099.88	\$76,754.87	\$80,593.75
Code Enforcement Officer	\$49,375.80	\$51,844.59	\$54,437.08	\$57,159.63	\$60,018.64	\$63,020.46
Customer Service Assistant	\$41,356.00	\$43,424.10	\$45,596.08	\$47,876.72	\$50,270.80	\$52,785.47
Maintenance Worker I	\$34,049.59	\$35,752.32	\$37,541.01	\$39,418.05	\$41,389.44	\$43,459.91
Maintenance Worker II	\$39,427.61	\$41,398.99	\$43,469.48	\$45,643.84	\$47,926.88	\$50,323.34
Maintenance Worker I/Wastewater Services	\$37,454.55	\$39,327.55	\$41,295.11	\$43,359.86	\$45,528.38	\$47,805.92
Maintenance Worker II/Wastewater Services	\$43,369.59	\$45,538.88	\$47,816.42	\$50,208.23	\$52,719.55	\$55,355.67
Police Clerk I	\$33,450.18	\$35,123.04	\$36,879.50	\$38,724.31	\$40,661.06	\$42,694.53
Police Clerk Supervisor	\$43,407.38	\$45,578.17	\$47,857.61	\$50,250.50	\$52,763.97	\$55,402.83
Senior Accountant	\$52,107.31	\$54,713.87	\$57,449.56	\$60,323.17	\$63,339.70	\$66,506.68
Senior Maintenance Worker	\$45,615.19	\$47,897.02	\$50,292.29	\$52,806.96	\$55,448.21	\$58,220.80
Steet Sweeper Operator	\$39,427.61	\$41,398.99	\$43,469.47	\$45,643.84	\$47,926.88	\$50,323.34

3: **APPENDIX D** is eliminated.

All provisions approved in side letters of agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this side letter of agreement. All other terms and conditions of employment outlined in the MOU and previous side letters remain unchanged and in full effect.

Agreed to this ____ day of May, 2020.

FOR THE CITY OF KING:

Steven Adams, City Manager

FOR THE UNION:

Jay Donato, Internal Organizer

Maricruz Aguilar, Steward

Ramon Ramos, Steward

Josefina Deniz, Steward



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET

RECOMMENDATION:

It is recommended the City Council approve the recommended adjustments to the FY 2020-21 Budget.

BACKGROUND:

On June 11, 2020, the City Council adopted the FY 2019-20/FY 2020-21 Biennial Budget. The total City budget was \$14,234,708 in FY 2019-20 and \$14,838,477 in FY 2020-21. Of this amount, the General Fund accounted for \$8,105,050 in FY 2019-20 and \$10,242,950 in FY 2020-21.

Due to the COVID-19 pandemic, the City is experiencing a severe impact to its budget, particularly the General Fund. Transient occupancy permit tax will be impacted due to the decrease in travelers, loss of hotel business, and temporary shutdown of hotels. Even more severe is the loss of sales tax. The largest City source of sales tax is the gas stations, which are experiencing a compounded negative impact due to reduction in travelers at the same time as a significant reduction in the cost of fuel. Staff contacted one business, who indicated their sales has dropped by as much as 90%.

As a result, staff has been working on budget contingency plans for several weeks. While it is difficult to make accurate projections for the future given the drastic uncertainty the world is facing, it is critical to act quickly to lessen the severity of the measures. The longer the delay, the less options are available for reductions as expenses proceed to occur. Three budget alternative scenarios and strategies were developed. After further assessing revenue projections and

**CITY COUNCIL
CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET
MAY 26, 2020
PAGE 2 OF 8**

information sharing with other jurisdictions, the Level II scenario is recommended.

The impacts of COVID-19 create a particularly difficult situation for King City due to a number of circumstances, which include the following:

- The City has an existing negative fund balance of \$1,600,000, which means no reserves exist to assist with a projected shortfall. The City is probably one of only a few cities in the State faced with this situation.
- The City is forced to plan conservatively because it cannot afford to fall further into debt again. The General Fund loan from the Wastewater Fund must be repaid in the next few years to help fund the wastewater treatment plant upgrade project. In addition, one of the key measures utilized to pay off debt has been the sale of surplus land. These assets no longer exist so the City would not have this option available again for repayment of any increased debt.
- The City is already at minimal staffing. While there have been some minor adjustments the past few years, the City is close to staffing levels resulting from layoffs from the last recession, which presents little opportunity for additional layoffs without eliminating critical services and creating significant liability for the City.
- Staff was already projecting a need to reduce projected cannabis tax revenues by over \$1.2 million due to delays in ongoing projects.

DISCUSSION:

Goals

Given the constraints outlined above, staff recommends the initial primary goals be established:

- Avoid the need to lay off staff or reduce pay;
- Avoid incurring additional debt to the General Fund;
- Maintain essential services;
- Prevent losses in the progress and investment the City has made in its major priorities, particularly public safety; and
- Develop and implement strategies quickly, proactively, and on a progressive basis in order to minimize the severity of mitigation measures that may otherwise become necessary if the City waits until less options are available.

**CITY COUNCIL
CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET
MAY 26, 2020
PAGE 3 OF 8**

FY 2019-20 General Fund Loss Projections

Staff has developed some very preliminary rough estimates on potential revenue losses this fiscal year. The initial estimate is in the range of \$500,000. Not included are anticipated losses to SB1 and Measure X funds used for street projects.

FY 2019-20 General Fund Budget Strategies

Given that the City is nearing the end of the fiscal year, there will be no way to avoid incurring additional General Fund debt at this time. Staff established a goal of minimizing the debt immediately and then eliminating debt incurred in FY 2019-20 by the end of calendar year 2021 through the following measures:

- Remaining maintenance projects that are not essential have been halted.
- The contract Code Enforcement Officer position has been discontinued and duties have been reassigned.
- It is proposed to close the pool for the summer.
- The Building Official's hours have been reduced.
- Other contract consultants have been directed to limit work primarily to tasks funded by either grants or developer accounts.
- A temporary hiring freeze has been put in place, which currently is delaying the hiring of vacant Police Sergeant and Police Officer positions.
- The remainder of the lost revenue is proposed to be recouped from the sale of 1051 Industrial Way by the end of FY 2020-21, which was originally intended to pay down General Fund debt. Based on the most recent contact with the buyer, the sale may be in jeopardy due to the impact of COVID-19 on their business. As a result, it may ultimately result in a delay of the sale or the need to list the property for sale in the future.

FY 2020-21 Shortfall Projections

The future is very uncertain, so it is impossible to develop revenue projections with a high level of confidence. Whether or not business activity is allowed to reopen on a rapid or slow pace, it is evident that purchasing and travel activity will not return to normal levels anytime soon or until a vaccine is developed and made available to the general public. An increase in the spread of the virus is somewhat likely in the fall or winter. It is also uncertain how quickly the general economy will rebound when the pandemic decreases or ends. As a result of these major factors, the City needs to plan for a relatively severe impact on revenues.

The Level II budget scenario includes an estimated revenue decrease of 20% to 25% of the major revenues most likely to be impacted by COVID-19 related changes. In addition, the City has experienced some unanticipated projected

**CITY COUNCIL
 CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET
 MAY 26, 2020
 PAGE 4 OF 8**

cost increases out of the City's control that increase the projected shortfall. A summary of the line items resulting in the shortfall are as follows:

Decrease in cannabis tax revenue	\$1,225,000
Decrease in cannabis operations permit revenue	\$90,000
Elimination or delay of sale of Industrial Way property	\$750,000
20% decrease in sales tax revenues	\$610,000
25% decrease in building permit revenue	\$50,000
25% decrease in plan check fee revenue	\$20,000
20% decrease in gas tax revenue	\$61,213
20% decrease in transient occupancy tax revenue	\$90,000
20% decrease in property tax transfer tax revenue	\$10,000
20% decrease in business license fee revenue	\$17,000
Cost to fund replacement of the Airport FBO building roof	\$50,000
Increase in workers' compensation costs	<u>\$117,000</u>
Total	\$3,090,213

FY 2020-21 Adjustments to Address Shortfall

The major strategies include to eliminate new positions planned for the upcoming fiscal year, delay filling vacant positions, eliminate all maintenance and capital projects, reduce time budgeted for contract staff, and eliminate most discretionary items. The only funding recommended to be maintained for discretionary items include the youth diversion program and the on-campus probation officer program because these items are key components of the Comprehensive Plan to End Youth Violence.

The following adjustments are proposed in order to address the shortfall:

Increase in transfer of revenue from KCCP	\$30,000
Eliminate new police officer position	\$100,000
Eliminate of new public works maintenance worker positions	\$88,000
Eliminate scheduled debt payment	\$750,000
Reduction in liability insurance costs	\$29,000
Savings in 9-1-1 dispatch services budgeted amount	\$30,000
Eliminate General Fund budgeted amount for street improvements	\$150,000
Eliminate security camera expansion project	\$50,000
Eliminate downtown plaza project and instead pursue grant funding	\$800,000
Eliminate downtown streetscape improvements	\$150,000
Eliminate repair of Golf Course bridge repair project	\$30,000
Eliminate Police building and Recreation Center painting project	\$35,000
Eliminate City Park tot lot resurfacing project	\$40,000
Eliminate new park signage	\$6,000
Reduce funding for street tree trimming	\$28,000

**CITY COUNCIL
 CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET
 MAY 26, 2020
 PAGE 5 OF 8**

Eliminate façade enhancement grant program	\$60,000
Eliminate ProYouth funding (sufficient grant funding currently exists)	\$40,000
Reduce planning contract services	\$75,000
Reduce engineering contract services	\$48,000
Reduce building contract services	\$70,000
Reduce legal contract services	\$25,000
Eliminate cost of living adjustments for 1 year for all employees	\$172,000
Eliminate block party program	\$4,000
Eliminate new volunteer BBQ	\$3,000
Eliminate wayfinding sign	\$9,000
Eliminate Pinnacle Partners contribution	\$2,500
Eliminate 2021 fireworks show contribution	\$7,500
Eliminate League of California Cities and other conferences	\$11,000
Reduce training budgets	\$3,500
Eliminate miscellaneous program assistance	\$10,000
Reduction in tourism program	\$10,000
Maintain police sergeant position vacancy for 6 months	\$64,000
Maintain police officer vacancy for 4 months	\$33,000
Transfer code enforcement officer duties to other staff for 9 months	\$68,000
Reduce funding for King City in Bloom	\$2,500
Close pool for summer 2020	\$57,930
Total	<u>\$3,091,930</u>
Balance	\$1,717

This is an extensive impact to planned activities for the new fiscal year. However, it will meet the goals identified, including no layoffs, maintenance of critical service levels, and hopefully no increase in debt. It is important to note that it may be possible to provide a more optimistic projection if the City held reserves. However, with no reserves, it is essential that no more debt be incurred. Therefore, this experience highlights the importance of establishing reserves in the future.

One of the most significant items is the closure of the pool for the summer. Staff consulted with the County Health Officer on the likelihood of the ability to open the pool given COVID-19 restrictions. While there may be the potential to allow usage for small supervised groups, the likelihood of allowing open swim appears to be low. Therefore, staff does not believe the amount of investment would justify operation for only a small group of users. In addition, the liability and amount of supervision needed to maintain social distancing would create a high risk and level of difficulty. Please note that the savings identified from the pool closure is only the net savings for FY 2020-21. When combined with the savings that will occur prior to July 1st, the total savings is closer to the range of \$120,000 - \$130,000.

CITY COUNCIL
CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET
MAY 26, 2020
PAGE 6 OF 8

Measure X and SB1

Due to reductions in both fuel purchases and fuel prices, staff is projecting a significant reduction in funds received for street improvements from both SB1 and TAMC Measure X. The City cannot legally overspend SB1 funds, but it can spend Measure X funds in advance. Therefore, staff recommends the FY 2020-21 street resurfacing and slurry seal projects be delayed from summer 2020 to spring 2021. By doing that, shortfalls in SB1 FY 2019-20 can be supplemented from TAMC Measure X funds in FY 2020-21.

Wastewater Fund

The next wastewater rate increase is due to take effect on July 1, 2020. This presents difficult timing given increases in unemployment. Staff requested the City's consultant prepare a supplemental rate study to determine what the impacts will be on the City's ability to fund the wastewater treatment plant upgrade project if the increases were all delayed one year. A copy of the analysis is attached, which demonstrates that the cumulative impact of eliminating one year of rate increases is dramatic. Over a 5-year period, revenues will be decreased by over \$1.3 million, which would threaten the ability to fund the debt service on the wastewater treatment plant upgrade project moving forward. Therefore, staff instead is working on a proposal to fund a program to pay the utility costs for a 3-month period for any household that experience a job loss. Staff intends to present the recommended program for consideration in June, which would become effective in July concurrent with the rate increase.

Grant Efforts

While these budget changes represent a drastic reduction in the City's work plan for FY 2020-21, it is important to also emphasize that staff is working on other strategies to maintain progress and improvements. Therefore, this budget plan should not be viewed as halting all our efforts. In fact, we are maintaining a very aggressive set of goals primarily involving efforts to solicit grants. These include the following projects:

- Sidewalk Improvement Project – Staff anticipates receiving notification on the CDBG application for \$3.5 million within the next month. Staff is optimistic regarding the likelihood of approval. If approved, construction will take place in spring and summer 2021.
- General Plan Update – The City secured \$165,000 in State funding from SB2 for update of the Land Use Element, which is under way. Staff is now submitting an application for \$65,000 from the State LEAP program to prepare the Housing Element. Next, staff will be requesting an additional

**CITY COUNCIL
CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET
MAY 26, 2020
PAGE 7 OF 8**

- \$65,000 from AMBAG from the REAP program to add the Circulation Element.
- Downtown Plaza Project – Design is under way and staff is waiting for the State to release applications for the Rural Recreation and Tourism Program grant process.
 - Streetscape Project – Staff received grant approval for funding for the first pilot corner bulbout improvements to the Broadway Street/ 2nd Street intersection. Design is under way and construction should be commencing soon. Staff is now also working on an RSTP grant application for funding for additional bulbouts, which is due in June to be submitted to TAMC
 - San Antonio Drive Bike Path –The City received a State technical assistance grant to provide consultation to staff in preparing an application for State ATP funding. The grant application is due in September.
 - San Antonio Drive/Broadway Street Roundabout – Design is under way and is projected to be completed in June. Once complete, staff will prepare an application for State HSIP funding for construction of the project.
 - Multimodal Transportation Center – Funding has been approved from the State Rail Assistance Program for the temporary platform pre-construction work, the consultant has been hired, and work is under way. Staff will be concurrently working on pursuit of additional grant funding to complete design and begin construction.
 - Local Road Safety Plan – Work is under way by the consultant and the project is entirely paid for by State funding.
 - San Antonio Park Renovation Project – Staff is preparing to apply for 2021 CDBG funds for design of the park improvements.
 - Sewer Line Replacement – Staff is evaluating the feasibility of applying for 2021 CDBG funds for sewer line replacement, which would also free up wastewater funds for the wastewater treatment plant project.
 - Fire Engine – Staff is concurrently working on applying for CDBG funds for purchase of the new fire engine.
 - Wastewater Treatment Plant Project – Environment review is under way. Funds are budgeted in the Wastewater Fund to begin design in FY 2020-21.
 - Street Improvements – Staff is proceeding with design of the annual street resurfacing and slurry seal projects in order to proceed with construction in spring 2021 once the City is provided more reliable figures from TAMC on the amount the City will receive in FY 2020-21 from SB1 and Measure X funds.
 - Youth Diversion Program – Staff is working with the South Monterey County cities, Sun Street Centers, and a grant writer on preparation of a CalVip grant application to expand the youth diversion program.

By proceeding with project design and planning, targeting grant applications, and establishing a comprehensive budget reduction program, the overall goal is to position the City so it can recover strong once the health crisis is over. What we

**CITY COUNCIL
CONSIDERATION OF ADJUSTMENTS TO THE FY 2020-21 BUDGET
MAY 26, 2020
PAGE 8 OF 8**

want to avoid is making just enough changes to get by, which may then maintain the City in a vulnerable position where it will continue to struggle for an extended period.

COST ANALYSIS:

The recommendations will implement reductions in both revenues and expenditures by approximately \$3.09 million. If revenues and expenditures occur as projected, there will be no net impact on the General Fund fund balance.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendations;
2. Modify amendments to the budget by replacing reductions with other items;
3. Modify amendments by changing revenue projections and/or reducing reductions, which staff urges against given the risks of incurring more debt that would result; or
4. Provide staff other direction.

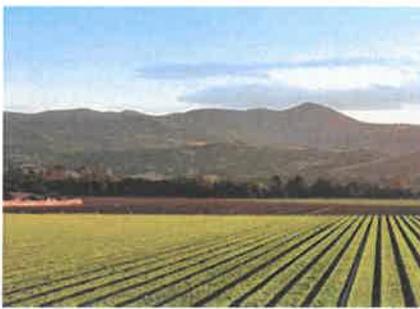
Exhibits:

1. Wastewater Rate Deferral Study

Prepared and Approved by:



Steven Adams, City Manager



Wastewater Rate Deferral

Draft 04/30/20



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

King City

Wastewater Rate Deferral Options

Summary of Key Issues

Background

In May 2019, the City adopted a series of wastewater rate increases that gradually increased rates over 6 years starting July 1, 2019. Single family homes currently pay a monthly charge of \$55.71 for sewer service, which is in the lower-middle range compared to other regional agencies.

The overall wastewater rate increases equated to 9% per year with single family residential charges increasing by approximately 8.5% per year due to a minor realignment of rates with cost of service. Prior to the rate increases adopted in 2019, the City had not adjusted its sewer rates for more than six years, with the last increase effective July 2012.

The rate increases were designed to address the sewer enterprise's operating and capital improvement funding needs including the need to build a new wastewater treatment plant capable of meeting Regional Water Quality Control Board (RWQCB) regulatory and permit requirements. The rate increases were phased in over 6 years to minimize the annual impact on ratepayers and assumed the City would be able to obtain \$7 million of grant funding and a low-interest-rate State Revolving Fund Loan to finance an estimated \$43.7 million treatment facility.

Sewer Rate Deferral Options

In response to the economic impacts related to coronavirus, the City is evaluating the potential for deferring sewer rate increases to reduce the financial impact on its residents and businesses. Bartle Wells Associates evaluated sewer rates and revenue impacts under two rate deferral scenarios. Our evaluation was based on the financial projections developed as part of the 2019 Wastewater Rate Study.

Scenario A: Defer Rate Increase Adopted for Fiscal Year 2020/21 (Re-Evaluate in Future Years)

Under this scenario, the City would defer the sewer rate increase scheduled to go into effect on July 1, 2020 (the second year of 6 years of adopted rates) and would not currently adopt any additional rate reductions for future years. This scenario represents a one-time deferral and is

estimated to result in a revenue loss of approximately \$220,000 in fiscal year 2020/21. *The City would retain the ability to re-evaluate sewer rates in future years and could opt to implement additional sewer rate deferrals or reductions each year.*

Scenario B: One-Year Deferral of Rate Increases Adopted for Each of Next 5 Years

Under this scenario, the City would defer the sewer rate increases scheduled to become effective in each of the next 5 years, resulting in a rolling 1-year lag of implementation of adopted rates. This scenario includes 5-years of sewer rate reductions and is estimated to result in a revenue loss of approximately \$1.3 million over the next 5 years. Under this scenario, depending on how the rate reductions were implemented, the City could potentially lose its ability to go back to the currently-adopted rates for each of the next 5 years without needing to go back through another Proposition 218 process.

The attached tables include a summary of sewer rates and revenue impacts under each of the rate deferral scenarios as well as supporting tables documenting the cash flow projections and full rate schedules under each scenario. A recent survey of regional single family residential wastewater rates is also included.

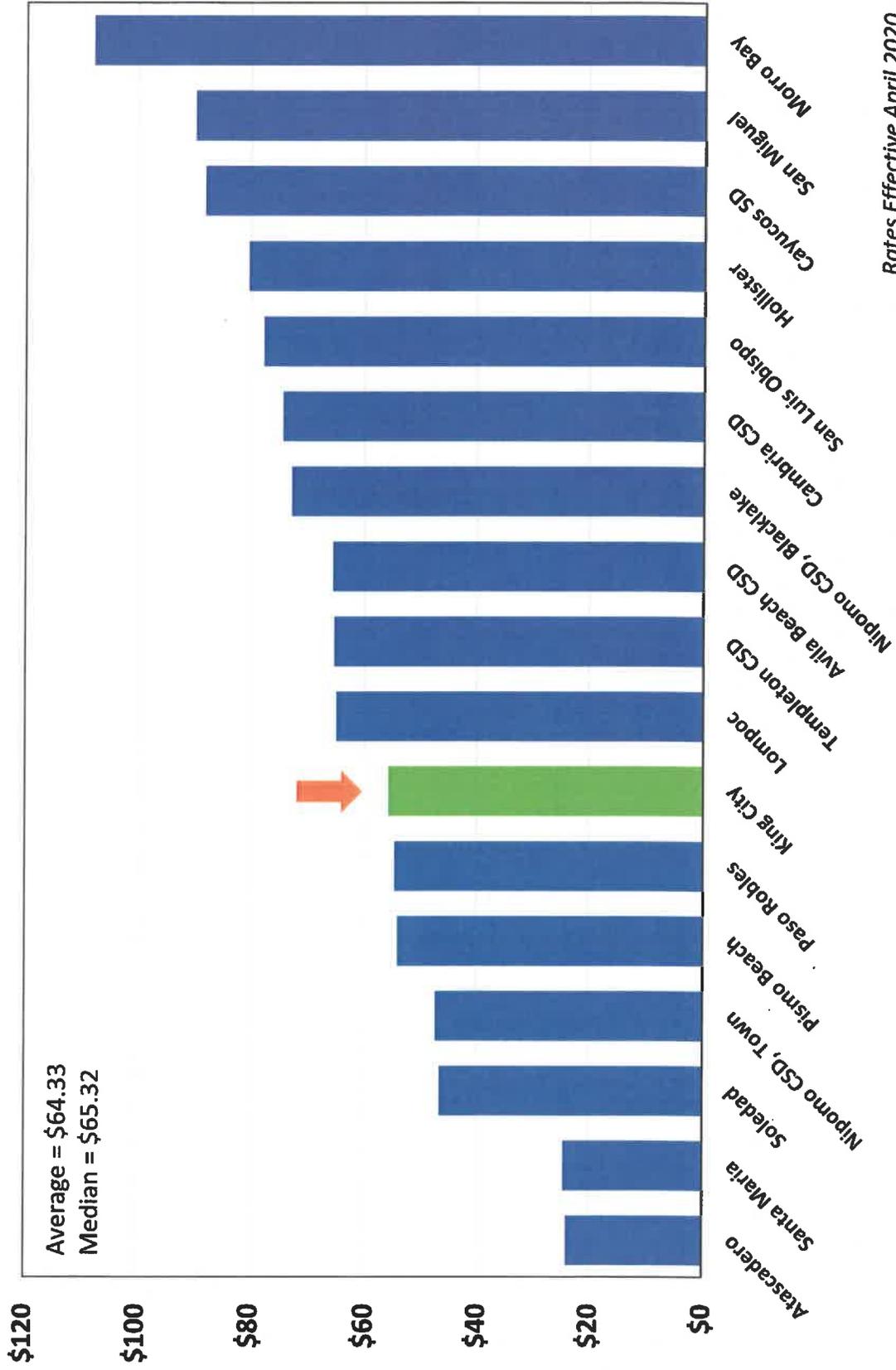
Table 1
King City
Single Family Charges & Sewer Rate Revenues

Comparison of Rate Deferral Scenarios

	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
	1	2	3	4	5	6	7
Baseline: With Adopted Rates							
Single Family Monthly Charge	\$55.71	\$60.44	\$65.57	\$71.14	\$77.18	\$83.73	tbd
Est. Sewer Rate Revenues	2,434,000	2,693,000	2,957,000	3,231,000	3,531,000	3,858,000	
Scenario A: 1-Year Temporary Deferral of Rate Increase							
Single Family Monthly Charge	\$55.71	\$55.71	\$65.57	\$71.14	\$77.18	\$83.73	tbd
Rate Reduction		4.73	0.00	0.00	0.00	0.00	
Est. Sewer Rate Revenues	2,434,000	2,471,000	2,957,000	3,231,000	3,531,000	3,858,000	
Annual Revenue Loss		222,000	0	0	0	0	
Scenario B: Rates Lagged by 1 Year for Each of Next 5 Years							
Single Family Monthly Charge	\$55.71	\$55.71	\$60.44	\$65.57	\$71.14	\$77.18	\$83.73
Rate Reduction		4.73	5.13	5.57	6.04	6.55	
Est. Sewer Rate Revenues	2,434,000	2,471,000	2,714,000	2,966,000	3,241,000	3,542,000	
Annual Revenue Loss		222,000	243,000	265,000	290,000	316,000	
Total Revenue Loss						1,336,000	

Single Family Residential Monthly Sewer Charges

Assumes Flat Rate or 7 hcf Monthly Winter Water Use



Scenario A: Defer Rate Increase Adopted for Fiscal Year 2020/21; Get Back on Track with Full Implementation of Adopted Rates in Subsequent Year

Table A-1		King City Sewer Cash Flow Projections										\$7M Grants & SRF Financing	
King City Sewer Cash Flow Projections		2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	
Sewer Rate Adjustment	-	9.0%	Deferred	18.8%	9.0%	9.0%	9.0%	9.0%	2.0%	2.0%	2.0%	2.0%	
Growth %	-	1.5%	1.5%	0.75%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	
Interest Earnings Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	
Beginning Sewer Fund Reserves	\$5,652,000	\$6,561,000	\$7,375,000	\$6,872,000	\$6,932,000	\$4,270,000	\$3,284,000	\$2,156,000	\$2,279,000	\$2,399,000	\$2,512,000		
SRF Debt Reserves	-	-	-	-	-	-	-	1,200,000	1,200,000	1,200,000	1,200,000		
REVENUES													
Sewer Service Charges	2,200,000	2,434,000	2,471,000	2,958,000	3,232,000	3,532,000	3,860,000	3,947,000	4,036,000	4,127,000	4,220,000		
Industrial Sewer Fees	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000		
Connection Fees	50,000	400,000	400,000	200,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
Investment Earnings	113,000	131,000	148,000	137,000	139,000	85,000	66,000	67,000	70,000	72,000	74,000		
Other Revenues	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000		
General Fund Loan Repayment	500,000	500,000	500,000	532,000	0	0	0	0	0	0	0		
Total Revenues	3,008,000	3,610,000	3,664,000	3,972,000	3,566,000	3,812,000	4,121,000	4,209,000	4,301,000	4,394,000	4,489,000		
Grant Funding	-	-	-	-	4,000,000	3,000,000	14,000,000	-	-	-	-		
SRF Loan Proceeds	-	-	-	-	-	-	-	-	-	-	-		
EXPENSES													
Operating & Maintenance	Cost												
Salaries & Benefits	Esc.	5%	484,000	508,000	533,000	560,000	588,000	617,000	648,000	680,000	714,000	750,000	
Professional Services	5%	3%	398,000	412,000	424,000	437,000	450,000	464,000	478,000	492,000	507,000	522,000	
Utilities	3%	3%	155,000	160,000	170,000	175,000	180,000	185,000	191,000	197,000	203,000	209,000	
Repair & Maintenance	3%	3%	102,000	105,000	108,000	114,000	117,000	121,000	125,000	129,000	133,000	137,000	
Admin/ Other	3%	3%	67,000	69,000	71,000	75,000	77,000	79,000	81,000	83,000	85,000	88,000	
Overhead Reimbursement	5%	5%	350,000	300,000	200,000	210,000	221,000	232,000	244,000	256,000	269,000	282,000	
Collection System Line Cleaning	3%	3%	-	130,000	52,000	54,000	56,000	58,000	60,000	62,000	64,000	66,000	
New Secondary O&M Expenses	3%	3%	-	-	-	-	-	-	460,000	474,000	488,000	503,000	
Subtotal			1,533,000	1,648,000	1,563,000	1,625,000	1,689,000	1,756,000	2,287,000	2,373,000	2,463,000	2,557,000	
Debt Service													
2018 Wastewater Refunding Bonds			316,000	292,000	292,000	292,000	291,000	291,000	291,000	291,000	291,000	291,000	
WWTF SRF Loan Repayment			-	-	-	-	-	-	1,200,000	1,200,000	1,200,000	1,200,000	
Total			316,000	292,000	292,000	292,000	291,000	291,000	1,491,000	1,491,000	1,491,000	1,491,000	
Capital/Non-Operating													
WWTF Secondary Improvements			-	-	-	-	-	-	-	-	-	-	
Soft Costs/Design/Const Mgmt			612,000	2,045,000	1,783,000	1,037,000	1,544,000	1,719,000	-	-	-	-	
Construction			-	-	-	6,992,000	13,984,000	-	-	-	-	-	
Collection System Improvements	3%		250,000	258,000	274,000	282,000	290,000	299,000	308,000	317,000	327,000	337,000	
Subtotal			250,000	870,000	2,311,000	8,311,000	15,818,000	16,002,000	308,000	317,000	327,000	337,000	
Total Expenses			2,099,000	2,796,000	4,167,000	10,228,000	17,798,000	18,049,000	4,086,000	4,181,000	4,281,000	4,385,000	
Revenues Less Expenses			909,000	814,000	(503,000)	60,000	(2,662,000)	72,000	123,000	120,000	113,000	104,000	
Transfer to SRF Debt Reserves			-	-	-	-	(1,200,000)	-	-	-	-	-	
Ending Sewer Fund Reserves			6,561,000	7,375,000	6,872,000	6,932,000	4,270,000	2,156,000	2,279,000	2,399,000	2,512,000	2,616,000	
SRF Debt Reserves			-	-	0	0	0	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	
Min Reserve Target: 50% O&M + \$1M CIP			1,767,000	1,824,000	1,782,000	1,813,000	1,845,000	1,878,000	2,144,000	2,187,000	2,232,000	2,279,000	
Debt Service Coverage			4.67	7.06	7.19	8.25	7.30	8.13	1.29	1.29	1.30	1.30	

Table A-2
King City
Adopted & Revised Sewer Rates

Scenario A
Defer Rate Increase Adopted for Fiscal Year 2020/21
Get Back on Track with Adopted Rates in Subsequent Year

Under Scenario A, City can re-evaluate the potential for add'l rate deferrals in future years

Adopted & Revised Sewer Rates A						
Customer Class	Sewer Rates Effective On or After					
	July 1 2019	July 1 2020	July 1 2021	July 1 2022	July 1 2023	July 1 2024
RESIDENTIAL						
<i>Monthly charge per residential dwelling unit</i>						
Single Family <i>Revised</i>	\$55.71	\$60.44 <i>55.71</i>	\$65.57 <i>Additional rate deferrals can be evaluated in future years</i>	\$71.14	\$77.18	\$83.73
Multi-Family <i>Revised</i>	53.74	56.24 <i>53.74</i>	58.85	61.59	64.45	67.45
NON-RESIDENTIAL						
<i>Volumetric charges per hundred cubic feet of water use subject to a minimum monthly charge</i>						
Low Strength <i>Revised</i>	\$3.53	\$3.92 <i>3.53</i>	\$4.35	\$4.83	\$5.36	\$5.96
Standard Strength <i>Revised</i>	3.74	4.17 <i>3.74</i>	4.65	5.19	5.79	6.47
Moderate Strength <i>Revised</i>	4.15	4.66 <i>4.15</i>	5.24	5.89	6.62	7.44
High Strength <i>Revised</i>	5.16	5.85 <i>5.16</i>	6.64	7.53	8.54	9.70
Minimum Monthly Charge <i>Revised</i>	26.87	28.12 <i>26.87</i>	29.43	30.80	32.23	33.72
SCHOOLS						
<i>Annual charge per student per year</i>						
Grades K-8 <i>Revised</i>	\$6.64	\$7.06 <i>6.64</i>	\$7.51	\$7.99	\$8.50	\$9.03
High-School <i>Revised</i>	13.89	14.64 <i>13.89</i>	15.43	16.26	17.14	18.07

Scenario B: Defer Rate Increase Adopted for Fiscal Year 2020/21 & Defer All Future Adopted Rates by 1 Year

Table B-1

King City Sewer Cash Flow Projections

\$7M Grants & SRF Financing

King City Sewer Cash Flow Projections	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
Sewer Rate Adjustment	-	9.0%	Deferred	9.0%	9.0%	9.0%	9.0%	9.0%	3.0%	2.0%	2.0%
Growth %	-	1.5%	1.5%	0.75%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Interest Earnings Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Beginning Sewer Fund Reserves	\$5,652,000	\$6,561,000	\$7,375,000	\$6,872,000	\$6,688,000	\$3,755,000	\$2,468,000	\$1,005,000	\$1,028,000	\$1,083,000	\$1,129,000
SRF Debt Reserves	-	-	-	-	-	-	-	1,200,000	1,200,000	1,200,000	1,200,000
REVENUES											
Sewer Service Charges	2,200,000	2,434,000	2,471,000	2,714,000	2,966,000	3,241,000	3,542,000	3,870,000	3,996,000	4,086,000	4,178,000
Industrial Sewer Fees	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Connection Fees	50,000	400,000	400,000	200,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Investment Earnings	113,000	131,000	148,000	137,000	134,000	75,000	49,000	44,000	45,000	46,000	47,000
Other Revenues	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
General Fund Loan Repayment	500,000	500,000	500,000	532,000	0	0	0	0	0	0	0
Total Revenues	3,008,000	3,610,000	3,664,000	3,728,000	3,295,000	3,511,000	3,786,000	4,109,000	4,236,000	4,327,000	4,420,000
Grant Funding					4,000,000	3,000,000	14,000,000				
SRF Loan Proceeds											
EXPENSES											
Operating & Maintenance											
Salaries & Benefits	461,000	484,000	508,000	533,000	560,000	588,000	617,000	648,000	680,000	714,000	750,000
Professional Services	398,000	400,000	412,000	424,000	437,000	450,000	464,000	478,000	492,000	507,000	522,000
Utilities	155,000	160,000	165,000	170,000	175,000	180,000	185,000	191,000	197,000	203,000	209,000
Repair & Maintenance	102,000	105,000	108,000	111,000	114,000	117,000	121,000	125,000	129,000	133,000	137,000
Admin/ Other	67,000	69,000	71,000	73,000	75,000	77,000	79,000	81,000	83,000	85,000	88,000
Overhead Reimbursement	350,000	300,000	250,000	200,000	210,000	221,000	232,000	244,000	256,000	269,000	282,000
Collection System Line Cleaning	-	130,000	50,000	52,000	54,000	56,000	58,000	60,000	62,000	64,000	66,000
New Secondary O&M Expenses	-	-	-	-	-	-	-	460,000	474,000	488,000	503,000
Subtotal	1,533,000	1,648,000	1,564,000	1,563,000	1,625,000	1,689,000	1,756,000	2,287,000	2,373,000	2,463,000	2,557,000
Debt Service											
2018 Wastewater Refunding Bonds	316,000	278,000	292,000	292,000	292,000	291,000	291,000	291,000	291,000	291,000	291,000
WWTF SRF Loan Repayment	-	-	-	-	-	-	-	1,200,000	1,200,000	1,200,000	1,200,000
Total	316,000	278,000	292,000	292,000	292,000	291,000	291,000	1,491,000	1,491,000	1,491,000	1,491,000
Capital/Non-Operating											
WWTF Secondary Improvements	-	612,000	2,045,000	1,783,000	1,037,000	1,544,000	1,719,000	-	-	-	-
Soft Costs/Design/Const Mgmt	-	-	-	-	6,992,000	13,984,000	13,984,000	-	-	-	-
Construction	-	-	-	-	282,000	290,000	299,000	308,000	317,000	327,000	337,000
Collection System Improvements	250,000	258,000	266,000	274,000	282,000	290,000	299,000	308,000	317,000	327,000	337,000
Subtotal	250,000	870,000	2,311,000	2,057,000	8,311,000	15,818,000	16,002,000	308,000	317,000	327,000	337,000
Total Expenses	2,099,000	2,796,000	4,167,000	3,912,000	10,228,000	17,798,000	18,049,000	4,086,000	4,181,000	4,281,000	4,385,000
Revenues Less Expenses	909,000	814,000	(503,000)	(184,000)	(2,933,000)	(1,287,000)	(263,000)	23,000	55,000	46,000	35,000
Transfer to SRF Debt Reserves							(1,200,000)				
Ending Sewer Fund Reserves	6,561,000	7,375,000	6,872,000	6,688,000	3,755,000	2,468,000	1,005,000	1,028,000	1,083,000	1,129,000	1,164,000
SRF Debt Reserves	-	-	-	0	0	0	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Min Reserve Target: 50% O&M + \$1M CIP	1,767,000	1,824,000	1,782,000	1,813,000	1,813,000	1,845,000	1,878,000	2,144,000	2,187,000	2,232,000	2,279,000
Debt Service Coverage	4.67	7.06	7.19	7.41	5.72	6.26	6.98	1.22	1.25	1.25	1.25

Table B-2
 King City
 Adopted & Revised Sewer Rates
 Under Scenario B, City would be locked-in for future rate deferrals

Scenario B
Defer Rate Increase Adopted for Fiscal Year 2020/21
Defer All Future Adopted Rates by 1 Year

Adopted & Revised Sewer Rates A							
Customer Class	Sewer Rates Effective On or After						
	July 1 2019	July 1 2020	July 1 2021	July 1 2022	July 1 2023	July 1 2024	July 1 2025
RESIDENTIAL							
<i>Monthly charge per residential dwelling unit</i>							
Single Family <i>Revised</i>	\$55.71	\$60.44 <i>55.71</i>	\$65.57 <i>60.44</i>	\$71.14 <i>65.57</i>	\$77.18 <i>71.14</i>	\$83.73 <i>77.18</i>	<i>83.73</i>
Multi-Family <i>Revised</i>	53.74	56.24 <i>53.74</i>	58.85 <i>56.24</i>	61.59 <i>58.85</i>	64.45 <i>61.59</i>	67.45 <i>64.45</i>	<i>67.45</i>
NON-RESIDENTIAL							
<i>Volumetric charges per hundred cubic feet of water use subject to a minimum monthly charge</i>							
Low Strength <i>Revised</i>	\$3.53	\$3.92 <i>3.53</i>	\$4.35 <i>3.92</i>	\$4.83 <i>4.35</i>	\$5.36 <i>4.83</i>	\$5.96 <i>5.36</i>	<i>5.96</i>
Standard Strength <i>Revised</i>	3.74	4.17 <i>3.74</i>	4.65 <i>4.17</i>	5.19 <i>4.65</i>	5.79 <i>5.19</i>	6.47 <i>5.79</i>	<i>6.47</i>
Moderate Strength <i>Revised</i>	4.15	4.66 <i>4.15</i>	5.24 <i>4.66</i>	5.89 <i>5.24</i>	6.62 <i>5.89</i>	7.44 <i>6.62</i>	<i>7.44</i>
High Strength <i>Revised</i>	5.16	5.85 <i>5.16</i>	6.64 <i>5.85</i>	7.53 <i>6.64</i>	8.54 <i>7.53</i>	9.70 <i>8.54</i>	<i>9.70</i>
Minimum Monthly Charge <i>Revised</i>	26.87	28.12 <i>26.87</i>	29.43 <i>28.12</i>	30.80 <i>29.43</i>	32.23 <i>30.80</i>	33.72 <i>32.23</i>	<i>33.72</i>
SCHOOLS							
<i>Annual charge per student per year</i>							
Grades K-8 <i>Revised</i>	\$6.64	\$7.06 <i>6.64</i>	\$7.51 <i>7.06</i>	\$7.99 <i>7.51</i>	\$8.50 <i>7.99</i>	\$9.03 <i>8.50</i>	<i>9.03</i>
High-School <i>Revised</i>	13.89	14.64 <i>13.89</i>	15.43 <i>14.64</i>	16.26 <i>15.43</i>	17.14 <i>16.26</i>	18.07 <i>17.14</i>	<i>18.07</i>



Item No. 11(B)

REPORT TO THE CITY COUNCIL

DATE: MAY 26, 2020
TO: CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF 2020 COMMUNITY OPINION SURVEY RESULTS

RECOMMENDATION:

It is recommended the City Council receive the results and analysis of the 2020 King City Community Opinion Survey.

BACKGROUND:

As part of the City's community outreach program, the City established a biennial community survey program in 2016. In February 2016, the first survey was distributed to every household and business. The survey was again distributed in February 2018 and February 2020. Over 4,000 copies were mailed out, which was provided in both English and Spanish. Nearly 340 responses were received. While this is a reduction from the over 550 received in 2016, it represents a slight increase from 2018 and is a very good community sample. Since the surveys were due in March, most of the responses were provided prior to when the COVID-19 Shelter in Place restrictions took effect.

There are three specific objectives of the survey. First, it provides valuable input to assist the City in establishing priorities. Second, it provides customer satisfaction data that can be used to help identify where to best focus the City's efforts to improve services and to measure the results of those efforts. Third, the survey helps the City to better represent the views of everyone in the community by providing a convenient opportunity for all residents and businesses to share their feedback.

Copies of a summary of the results and the survey are attached. The survey was divided into four sections, which include responses about general characteristics of the City, quality of specific City services, overall opinions regarding City services, and opinions regarding the importance of enhancing different services

**CITY COUNCIL
CONSIDERATION OF 2020 COMMUNITY OPINION SURVEY RESULTS
MAY 26, 2020
PAGE 2 OF 5**

and programs. The questions were identical to the 2018 survey and almost identical to the 2016 survey in order to compare progress that has been made. Now that the City has base data to work with, the survey becomes more and more valuable in analyzing trends.

DISCUSSION:

The results are very positive. While the scores have yet to reach desired levels, almost all areas continue to show improvement. Almost all areas that scored particularly low reflect those that have already been identified as issues and have efforts and plans under way to improve them. In addition, those areas indicated by respondents to be most important reflect closely the top priorities established by the City.

It is important to note that these results were accomplished with limited resources. Therefore, while it is staff's goal to continue to improve customer satisfaction results, it may be difficult to fully achieve the desired scoring levels due to the lack of resources available to meet customer expectations. Some areas of customer dissatisfaction, such as shopping opportunities, may also be difficult to achieve given market and economic trends outside the City's control.

Respondents were asked to rank each item on a scale of 1 to 4, "1" being highest, which means the lower the score the better. A response of "1" is for "Excellent", "2" is for "Good", "3" is for "Fair", and "4" is for "Poor". The number "5" was included for "Don't Know" responses. Therefore, they were not included in the average score. Four different categories of types of questions were asked.

The first category of questions involved scoring different characteristics of the City. All characteristics except one showed improvement. The most significant areas of improvement in this survey included the following:

1. Feeling of Safety (22% improvement since 2018 and 28% since 2016)
2. Overall Image and Reputation of King City (17% improvement since 2018 and 24% since 2016)
3. Sense of Community (11% improvement since 2018 and 17% since 2016)
4. Appearance of City (9% improvement since 2018 and 20% since 2016)

The only area that saw a decrease was the quality of parks and open space. Staff has already identified this is an area of concern, developed the Sports Field Improvement Plan, and implementation is under way. Therefore, an improved score is anticipated during the next survey. Other areas that improved, but continued to score poorly include shopping opportunities, housing opportunities, employment opportunities, and quality of roads. These are all areas the City is working to improve.

**CITY COUNCIL
CONSIDERATION OF 2020 COMMUNITY OPINION SURVEY RESULTS
MAY 26, 2020
PAGE 3 OF 5**

The second category of questions asked respondents to score the quality of City services. All City services listed experienced significant improvements except for two. The services with the greatest improvements in their score include the following:

1. Crime Prevention (23% improvement since 2018 and 32% since 2016)
2. Police Services (12% improvement since 2018 and 26% since 2016)
3. Emergency Preparedness (7% improvement since 2018 and 15% since 2016)
4. Economic Development (7% improvement since 2018 and 14% since 2016)
5. Financial Management of City (6% improvement since 2018 and 27% since 2016)
6. Response to Citizen Questions/Concerns (6% improvement since 2018 and 17% since 2016)
7. Public Information Regarding City Activities (6% improvement since 2016 and 17% since 2018)

The only two areas that saw a small decrease is maintenance of parks and code enforcement. As stated earlier, parks maintenance has already been identified as an issue and is being addressed. The code enforcement score is the only item within the survey that was somewhat unexpected. Code enforcement experienced a significant improvement between the 2016 and 2018 surveys. Staff believes the City has continued to make meaningful progress since that time. Staffing has recently been reduced, but that was done after the survey was completed. Therefore, this may indicate a need for better public education to demonstrate the accomplishments that have occurred.

The third category of questions included overall opinions. The following two criteria are especially important because they are the best indication of overall customer satisfaction:

1. Overall Customer Service (6% improvement since 2018 and 13% since 2016)
2. Overall Quality of Life (8% improvement since 2018 and 14% since 2016)

The final section of the survey requested respondents to score the importance of improving various items in order to assist in establishing priorities. These have remained relatively consistent over the 3 surveys. They were used in establishing the City's critical priorities and continue to accurately reflect those priorities.

**CITY COUNCIL
CONSIDERATION OF 2020 COMMUNITY OPINION SURVEY RESULTS
MAY 26, 2020
PAGE 4 OF 5**

For comparison purposes, the following were the top 10 priorities in 2018:

1. Efforts to Improve Public Safety
2. Efforts to Establish Long-Term Financial Stability
3. Attraction of Stores that Provide Shopping Options
4. Street Lighting
5. Enforcement of Blighted and Unsafe Buildings
6. Downtown Revitalization
7. Balance Budget and Repay Debt
8. Support for Small Businesses
9. Street Repairs and Improvements
10. Efforts to Attract Visitors to Improve the Local Economy

The following are the current top 10 priorities in 2020:

1. Efforts to Establish Long-Term Financial Stability
2. Efforts to Improve Public Safety
3. Enforcement of Blighted and Unsafe Buildings
4. Balance Budget and Repay Debt
5. Street Lighting
6. Downtown Revitalization
6. Street Repairs and Improvements (score tied with Downtown Revitalization)
8. Attraction of Stores that Provide Shopping Options
9. Support for Small Businesses
10. Sidewalk Repairs and Improvements

These continue to align with the major budget priorities established by the City Council, which include the following:

- Pay down the City's debt;
- Implement the Plan to End Youth Violence;
- Expand economic development efforts with particular focus on implementing the Downtown Streetscape Conceptual Plan;
- Increase maintenance and upgrade of the City's street, sidewalk and wastewater infrastructure;
- Address the City's housing needs; and
- Improve customer service.

The one area identified through the survey that will require specialized attention is code enforcement. Enforcement of blighted and unsafe buildings was ranked #4 and enforcement of codes to maintain property was ranked #12. Since the City has maintained a vacancy in the code enforcement officer position due to budget constraints, staff will take this into account when reassigning staff and

**CITY COUNCIL
CONSIDERATION OF 2020 COMMUNITY OPINION SURVEY RESULTS
MAY 26, 2020
PAGE 5 OF 5**

developing strategies to place a high priority on code enforcement efforts despite reductions in available resources.

COST ANALYSIS:

There is no cost impact associated with this item beyond the original costs associated with printing and distribution of the survey.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Receive and file;
2. Based on the results of the survey, direct staff to make changes in the City's major priorities;
3. Direct staff to make changes to the future survey process; or
4. Provide staff other direction.

Exhibits:

1. 2020 Summary of Biennial Community Opinion Survey Responses
2. 2020 Community Opinion Survey

Prepared and Approved by:



Steven Adams, City Manager

2020 SUMMARY OF KING CITY BIENNIAL COMMUNITY OPINION SURVEY RESPONSES

Characteristics	2016		2018		2020		2016		2018		2020		2-Year Change	4-Year Change				
	1	2	3	4	5	Total	Avg.	Total	Avg.	Total	Avg.							
Feeling of Safety	1%	3%	12%	49%	27%	45%	29%	10%	1%	2%	2%	558	3.28	3.01	356	2.36	-22%	-28%
Quality of Roads	0%	2%	3%	18%	36%	54%	46%	42%	1%	1%	1%	553	3.44	3.34	352	3.19	-5%	-7%
Quality of Parks and Open Space	6%	8%	9%	41%	38%	14%	7%	10%	2%	2%	2%	563	2.62	2.47	362	2.51	2%	-4%
Quality of Buildings	1%	2%	2%	34%	44%	28%	22%	16%	4%	3%	4%	546	3.09	2.97	350	2.77	-7%	-10%
Sense of Community	4%	5%	11%	33%	33%	39%	25%	17%	6%	6%	6%	557	3.15	2.91	355	2.60	-11%	-17%
Overall Image and Reputation of King City	1%	1%	6%	33%	41%	69%	43%	19%	2%	3%	3%	542	3.60	3.29	356	2.72	-17%	-24%
Ease of Travel by Car	10%	10%	15%	49%	32%	12%	8%	7%	2%	2%	2%	558	2.47	2.35	359	2.25	-4%	-9%
Ease of Pedestrian and Bicycle Travel	5%	6%	11%	36%	40%	19%	18%	20%	4%	3%	5%	554	2.77	2.71	351	2.61	-4%	-6%
Appearance of City	1%	3%	5%	40%	41%	44%	25%	16%	1%	1%	1%	555	3.30	2.92	358	2.65	-9%	-20%
Recreational Opportunities	3%	5%	6%	30%	35%	36%	27%	22%	3%	5%	5%	550	3.06	2.87	351	2.80	-3%	-9%
Employment Opportunities	1%	2%	4%	14%	24%	62%	49%	41%	8%	11%	13%	553	3.61	3.40	358	3.23	-5%	-11%
Shopping Opportunities	1%	2%	3%	11%	23%	66%	61%	53%	2%	2%	3%	554	3.57	3.50	352	3.37	-4%	-6%
Housing Opportunities	2%	2%	3%	12%	40%	40%	48%	46%	8%	9%	10%	546	3.27	3.39	356	3.30	-3%	1%

Quality of City Services	2016		2018		2020		2016		2018		2020		2-Year Change	4-Year Change				
	1	2	3	4	5	Total	Avg.	Total	Avg.	Total	Avg.							
Police Services	2%	7%	13%	46%	38%	39%	20%	12%	4%	6%	5%	552	3.18	2.67	351	2.35	-12%	-26%
Crime Prevention	1%	2%	15%	40%	29%	56%	35%	12%	6%	7%	5%	545	3.50	3.11	348	2.39	-23%	-32%
Fire Services	19%	16%	22%	50%	26%	6%	5%	3%	8%	7%	7%	555	2.20	2.12	357	2.01	-5%	-9%
Street Repairs and Maintenance	1%	4%	5%	18%	32%	59%	44%	35%	1%	2%	1%	555	3.49	3.22	353	3.08	-4%	-12%
Sidewalk Repairs and Maintenance	2%	4%	4%	15%	30%	58%	50%	44%	2%	2%	2%	556	3.47	3.34	357	3.22	-3%	-7%
Sewer Services	1%	3%	6%	28%	35%	33%	19%	21%	13%	15%	12%	553	3.16	2.88	352	2.78	-4%	-12%
Recreational Programs	5%	4%	7%	31%	33%	30%	19%	19%	8%	11%	10%	554	2.96	2.78	355	2.71	-2%	-8%
Maintenance of Parks	7%	7%	7%	40%	43%	13%	10%	12%	5%	4%	5%	556	2.66	2.50	355	2.55	2%	2%
Code Enforcement	3%	3%	4%	21%	32%	38%	21%	24%	16%	13%	19%	561	3.25	2.79	357	2.93	5%	-10%
Land Use Planning	0%	2%	4%	16%	26%	28%	18%	16%	37%	36%	35%	549	3.30	3.02	346	2.88	-5%	-13%
Building and Land Use Permits	1%	3%	5%	12%	27%	23%	21%	18%	40%	38%	40%	551	3.21	3.09	353	2.91	-6%	-9%
Economic Development	0%	2%	4%	16%	23%	53%	37%	30%	20%	21%	22%	545	3.61	3.31	351	3.09	-7%	-14%
Animal Control	3%	6%	8%	26%	31%	46%	35%	29%	7%	6%	7%	553	3.30	3.01	357	2.87	-5%	-13%
Public Information Regarding City Activities	2%	7%	11%	33%	39%	33%	19%	16%	8%	6%	5%	545	3.13	2.77	353	2.59	-6%	-17%
Financial Management of City	1%	7%	8%	20%	23%	51%	17%	14%	21%	29%	29%	557	3.58	2.77	353	2.61	-6%	-27%
Emergency Preparation	1%	3%	5%	16%	30%	27%	17%	16%	31%	34%	31%	555	3.20	2.93	346	2.72	-7%	-15%
Response to Citizen Questions/Concerns	1%	4%	6%	18%	28%	38%	22%	18%	24%	24%	26%	547	3.36	2.96	348	2.78	-6%	-17%

Overall Opinions	2016		2018		2020		2016		2018		2020		2016		2018		2020		2016		2018		2020		2-Year Change		4-Year Change	
	1	2	3	4	5	Total	Avg.	Total	Avg.	Total																		
Overall Customer Service	1%	4%	6%	19%	24%	29%	38%	40%	45%	38%	26%	14%	10%	13%	13%	17%	534	3.04	307	2.81	336	2.64	336	2.64	-6%	-13%	-6%	-13%
Overall Quality of Life	3%	2%	7%	19%	31%	40%	38%	52%	49%	38%	24%	15%	13%	3%	3%	2%	531	3.00	310	2.81	331	2.58	331	2.58	-8%	-14%	-8%	-14%
Value of Services for Taxes Paid	1%	2%	4%	9%	20%	22%	39%	37%	34%	39%	39%	25%	20%	15%	19%	15%	528	3.33	312	3.02	336	2.88	336	2.88	-5%	-14%	-5%	-14%
Overall Satisfaction with City Government	1%	4%	8%	11%	23%	29%	34%	32%	38%	34%	46%	22%	18%	10%	12%	11%	528	3.37	307	2.90	329	2.69	329	2.69	-7%	-20%	-7%	-20%
Quality of Government Compared to Federal	2%	9%	15%	16%	21%	26%	30%	27%	24%	30%	35%	20%	12%	20%	26%	18%	527	3.18	271	2.74	337	2.47	337	2.47	-10%	-22%	-10%	-22%

Importance of Enhancing Items	2016		2018		2020		2016		2018		2020		2016		2018		2020		2016		2018		2020		2016		2018		2020	
	1	2	3	4	5	Total	Avg.																							
Sidewalk Repairs and Improvements	32%	32%	32%	30%	37%	39%	22%	25%	24%	22%	11%	7%	7%	2%	1%	1%	539	2.16	319	2.05	337	2.03	337	2.03	13	10	13	10		
Street Repairs and Improvements	36%	41%	38%	34%	36%	37%	17%	19%	16%	17%	10%	6%	9%	2%	1%	0%	529	2.02	305	1.87	333	1.97	333	1.97	9	6	9	6		
Youth Recreation Programs	36%	34%	30%	29%	34%	37%	20%	20%	20%	19%	11%	7%	9%	5%	5%	5%	532	2.05	316	2.00	332	2.07	332	2.07	12	11	12	11		
Adult Recreation Programs	20%	20%	20%	28%	29%	28%	32%	32%	32%	32%	13%	11%	13%	6%	8%	6%	528	2.41	318	2.37	332	2.40	332	2.40	28	28	28	28		
Enforcement of Codes to Maintain Property	35%	34%	31%	27%	29%	30%	20%	20%	20%	21%	9%	10%	8%	9%	8%	11%	532	2.04	317	2.05	335	2.07	335	2.07	15	12	15	12		
Balance Budget and Repay Debt	38%	37%	33%	28%	34%	31%	11%	11%	14%	18%	9%	5%	5%	15%	11%	13%	527	1.88	311	1.85	339	1.95	339	1.95	7	4	7	4		
Efforts to Improve Public Safety	52%	55%	38%	22%	26%	37%	12%	12%	12%	17%	12%	4%	5%	2%	3%	3%	535	1.83	316	1.63	338	1.88	338	1.88	1	2	1	2		
Beautification Efforts	26%	28%	19%	31%	32%	47%	28%	28%	29%	25%	12%	7%	6%	3%	3%	3%	529	2.27	317	2.16	333	2.19	333	2.19	19	19	19	19		
Job Creation	45%	41%	38%	24%	28%	27%	12%	12%	17%	15%	14%	11%	17%	5%	4%	4%	532	1.94	315	1.97	336	2.11	336	2.11	11	14	11	14		
Attraction of Stores that Provide Shopping Options	49%	54%	44%	22%	21%	26%	14%	14%	15%	13%	14%	8%	14%	1%	3%	3%	534	1.92	314	1.76	337	1.98	337	1.98	3	8	3	8		
Support for Small Businesses	36%	43%	36%	27%	29%	32%	21%	21%	18%	17%	10%	6%	9%	7%	5%	6%	526	2.04	314	1.86	337	1.99	337	1.99	8	9	8	9		
Enforcement of Blighted and Unsafe Buildings	38%	46%	39%	27%	26%	28%	12%	12%	17%	14%	11%	5%	7%	12%	7%	11%	533	1.94	306	1.78	332	1.89	332	1.89	5	3	5	3		
Removal of Public Access Barriers for Disabilities	24%	27%	26%	27%	31%	27%	24%	24%	24%	27%	14%	8%	8%	12%	10%	13%	513	2.32	313	2.14	335	2.19	335	2.19	17	18	17	18		
Efforts to Unite Different Sectors of Community	28%	23%	20%	25%	33%	32%	23%	23%	26%	27%	15%	11%	12%	8%	8%	10%	524	2.27	314	2.26	330	2.33	330	2.33	24	27	24	27		
Public Information and Educational Materials	22%	22%	22%	30%	36%	31%	32%	32%	29%	32%	12%	8%	11%	4%	5%	4%	524	2.36	312	2.24	333	2.33	333	2.33	23	26	23	26		
Construction of Affordable Housing	26%	30%	36%	19%	23%	18%	26%	25%	23%	23%	24%	16%	19%	5%	6%	4%	523	2.51	315	2.28	334	2.26	334	2.26	25	21	25	21		
Construction of a Variety of Housing Types	25%	28%	32%	22%	28%	23%	29%	27%	25%	25%	19%	11%	15%	5%	7%	5%	525	2.45	304	2.21	332	2.24	332	2.24	22	20	22	20		
Street Lighting	48%	49%	41%	24%	29%	30%	14%	14%	13%	17%	13%	7%	10%	2%	2%	1%	531	1.91	313	1.77	334	1.96	334	1.96	4	5	4	5		
Signage	25%	22%	23%	26%	27%	31%	28%	28%	36%	33%	12%	7%	8%	8%	8%	5%	521	2.30	338	2.31	331	2.27	331	2.27	26	23	26	23		
Trees and Landscaping	28%	26%	24%	27%	34%	41%	32%	31%	27%	27%	11%	7%	7%	2%	3%	1%	527	2.25	311	2.20	335	2.17	335	2.17	21	16	21	16		
Parks and Open Space	25%	23%	25%	34%	39%	38%	30%	29%	29%	29%	9%	6%	7%	2%	3%	2%	528	2.24	312	2.18	335	2.17	335	2.17	20	17	20	17		
Recreational Facilities	26%	22%	22%	38%	35%	35%	26%	26%	31%	31%	7%	9%	9%	4%	4%	3%	528	2.14	305	2.14	331	2.27	331	2.27	18	22	18	22		
Job Training and Placement Programs	32%	26%	26%	28%	29%	29%	27%	27%	23%	23%	8%	8%	8%	5%	7%	7%	521	2.11	285	2.11	336	2.29	336	2.29	16	25	16	25		
Efforts to Attract Visitors to Improve Local Economy	38%	34%	34%	31%	29%	28%	18%	17%	17%	17%	8%	8%	16%	5%	4%	4%	521	1.96	301	1.96	334	2.15	334	2.15	10	15	10	15		
Efforts to Establish Long-Term Financial Stability	48%	42%	42%	32%	28%	28%	8%	8%	14%	14%	6%	6%	6%	7%	10%	10%	307	1.69	336	1.82	336	1.82	336	1.82	2	1	2	1		
Downtown Revitalization	44%	36%	36%	29%	34%	34%	17%	17%	16%	16%	6%	9%	9%	4%	5%	4%	318	1.84	333	1.97	333	1.97	333	1.97	6	6	6	6		
Train Station and Transportation Improvements	38%	36%	36%	25%	25%	25%	20%	16%	16%	16%	12%	14%	14%	5%	9%	9%	310	2.05	337	2.10	337	2.10	337	2.10	13	13	13	13		
Art in Public Places	20%	18%	18%	22%	23%	23%	33%	35%	35%	35%	18%	17%	17%	6%	7%	7%	303	2.52	337	2.55	337	2.55	337	2.55	29	29	29	29		
Social Services to Assist Those with Unmet Needs	27%	27%	27%	23%	27%	27%	28%	25%	25%	25%	15%	14%	14%	7%	7%	7%	314	2.32	336	2.27	336	2.27	336	2.27	27	24	27	24		



2020 KING CITY COMMUNITY OPINION SURVEY

Please complete and return this questionnaire in the enclosed envelope by March 13, 2020 to help King City improve its services. Please complete only one survey per household and only in English or Spanish. Copies made of the survey will not be accepted. Select the response by circling the number that most closely represents your opinion for each question. Your responses are anonymous.

1. Please rate each of the following characteristics as they relate to King City:

	Excellent	Good	Fair	Poor	Don't Know
Feeling of safety	1	2	3	4	5
Quality of roads	1	2	3	4	5
Quality of parks and open space	1	2	3	4	5
Quality of buildings	1	2	3	4	5
Sense of community	1	2	3	4	5
Overall image and reputation of King City	1	2	3	4	5
Ease of travel by car	1	2	3	4	5
Ease of pedestrian and bicycle travel	1	2	3	4	5
Appearance of the City	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Housing opportunities	1	2	3	4	5

2. Please rate the quality of each of the following services in King City:

	Excellent	Good	Fair	Poor	Don't Know
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Fire services	1	2	3	4	5
Street repairs and maintenance	1	2	3	4	5
Sidewalk repairs and maintenance	1	2	3	4	5
Sewer services	1	2	3	4	5
Recreation programs	1	2	3	4	5
Maintenance of parks	1	2	3	4	5
Code enforcement	1	2	3	4	5
Land use planning	1	2	3	4	5
Building and land use permits	1	2	3	4	5
Economic development	1	2	3	4	5
Animal control	1	2	3	4	5
Public information regarding City activities	1	2	3	4	5
Financial management of the City	1	2	3	4	5
Emergency preparation	1	2	3	4	5
Response to citizen questions/concerns	1	2	3	4	5

3. Please respond to the following overall opinions regarding King City:

	Excellent	Good	Fair	Poor	Don't Know
Overall customer service provided by the City	1	2	3	4	5
Overall quality of life	1	2	3	4	5
Value of services for the taxes paid to the City	1	2	3	4	5
Overall satisfaction with City government	1	2	3	4	5
Quality of City government compared to Federal government	1	2	3	4	5

4. Please rate how important you think enhancing the following items are for King City:

	Extremely	Very	Somewhat	Not	Don't Know
Sidewalk repairs and improvements	1	2	3	4	5
Street repairs and improvements	1	2	3	4	5
Youth recreation programs	1	2	3	4	5
Adult recreation programs	1	2	3	4	5
Enforcement of codes requiring owners to maintain property	1	2	3	4	5
Balance the budget and repay debt	1	2	3	4	5
Efforts to improve public safety	1	2	3	4	5
Beautification efforts	1	2	3	4	5
Job creation	1	2	3	4	5
Attraction of stores that provide more shopping options	1	2	3	4	5
Support for small businesses	1	2	3	4	5
Enforcement of blighted and unsafe buildings	1	2	3	4	5
Removal of public access barriers for those with disabilities	1	2	3	4	5
Efforts to unite different sectors of the community	1	2	3	4	5
Public information and education materials	1	2	3	4	5
Construction of affordable housing	1	2	3	4	5
Construction of a variety of housing types	1	2	3	4	5
Street lighting	1	2	3	4	5
Signage	1	2	3	4	5
Trees and landscaping	1	2	3	4	5
Parks and open space	1	2	3	4	5
Recreational facilities	1	2	3	4	5
Job training and placement programs	1	2	3	4	5
Efforts to attract visitors to improve the local economy	1	2	3	4	5
Efforts to establish long-term financial stability for the City	1	2	3	4	5
Downtown revitalization to increase activity and business	1	2	3	4	5
New train station and other transportation improvements	1	2	3	4	5
Art in public places	1	2	3	4	5
Social services to assist those with unmet needs	1	2	3	4	5

Thank you. Please return the survey in the enclosed envelope by March 13, 2020.



2020 ENCUESTA DE OPINIÓN DE LA COMUNIDAD DE KING CITY

Por favor de completar y devolver este cuestionario en el sobre incluido, no más tardar del 13 de marzo, 2020 para ayudar a King City mejorar sus servicios. Por favor de completar una sola encuesta por hogar, usando versión Inglés o Español. Seleccione la respuesta con un círculo al número que mejor represente su opinión para cada pregunta. Sus respuestas son anónimas. Copias de la encuesta no serán aceptadas. Gracias.

1. Por favor califique cada una de las siguientes características que se relacionan con King City.

	Excelente	Bien	Aceptable	Mal	No Sé
Sentido de seguridad	1	2	3	4	5
Calidad de carreteras	1	2	3	4	5
Calidad de parques y espacios abiertos	1	2	3	4	5
Calidad de edificios	1	2	3	4	5
Sentido de comunidad	1	2	3	4	5
Imagen general y la reputación de King City	1	2	3	4	5
La facilidad de los viajes en coche	1	2	3	4	5
La facilidad de los viajes en bicicletas y peatones	1	2	3	4	5
El aspecto de la Ciudad	1	2	3	4	5
Oportunidades de recreación	1	2	3	4	5
Oportunidades de empleo	1	2	3	4	5
Posibilidad de hacer compras	1	2	3	4	5
Oportunidades de vivienda	1	2	3	4	5

2. Por favor califique la calidad de cada uno de los siguientes servicios en King City

	Excelente	Bien	Aceptable	Mal	No Sé
Los servicios de policía	1	2	3	4	5
Prevención del crimen	1	2	3	4	5
Los servicios de bomberos	1	2	3	4	5
Reparación de calles y mantenimiento	1	2	3	4	5
Reparaciones y mantenimiento de banquetas	1	2	3	4	5
Servicios de alcantarillas	1	2	3	4	5
Los programas de recreación	1	2	3	4	5
Mantenimiento de parques	1	2	3	4	5
Aplicar códigos municipales	1	2	3	4	5
Planificación terrenal	1	2	3	4	5
Permisos de construcción y planificación	1	2	3	4	5
Desarrollo económico	1	2	3	4	5
Servicios de control de animales	1	2	3	4	5
Información pública sobre las actividades de la Ciudad	1	2	3	4	5
Manejo financiero de la Ciudad	1	2	3	4	5
Preparación de emergencias	1	2	3	4	5
Respuesta a preguntas o preocupaciones ciudadanas	1	2	3	4	5

3. Por favor responda a las siguientes opiniones generales con respecto a King City:

	Excelente	Bien	Aceptable	Mal	No Sé
El servicio en general al cliente provisto por la Ciudad	1	2	3	4	5
En general la calidad de la vida	1	2	3	4	5
Valor de los servicios para los impuestos pagados a la Ciudad	1	2	3	4	5
Satisfacción general con el gobierno de la Ciudad	1	2	3	4	5
Calidad de gobierno de la Ciudad en comparación con el Gobierno Federal	1	2	3	4	5

4. Por favor califique cuanta es la importancia en mejorar los siguientes elementos en la ciudad:

	Extremadamente	Muy	Algo	Bajo	No Sé
Reparación de calles	1	2	3	4	5
Reparaciones en las banquetas	1	2	3	4	5
Programas de recreación para jóvenes	1	2	3	4	5
Programas de recreación para adultos	1	2	3	4	5
La aplicación de los códigos que requieren los propietarios mantener la propiedad	1	2	3	4	5
Equilibrar el presupuesto y pagar la deuda	1	2	3	4	5
Los esfuerzos para mejorar la seguridad pública	1	2	3	4	5
Esfuerzos de embellecimiento	1	2	3	4	5
Creación de empleo	1	2	3	4	5
Atracción de tiendas que ofrecen más opciones de compra	1	2	3	4	5
El apoyo a las pequeñas empresas	1	2	3	4	5
Aplicación de edificios peligrosos	1	2	3	4	5
Aplicar códigos que requieren propietarios que mantengan sus propiedades	1	2	3	4	5
Los esfuerzos para unir a diferentes sectores de la Comunidad	1	2	3	4	5
Materiales de información pública y educación	1	2	3	4	5
Construcción de viviendas de bajos ingresos	1	2	3	4	5
Construcción de una variedad de tipos de vivienda	1	2	3	4	5
Alumbrado de calles	1	2	3	4	5
Letreros	1	2	3	4	5
Árboles y jardinería	1	2	3	4	5
Parques y espacios abiertos	1	2	3	4	5
Instalaciones de recreo	1	2	3	4	5
Programas de entrenamiento de empleo y colocación	1	2	3	4	5
Esfuerzos para atraer visitantes para mejorar la economía local	1	2	3	4	5
Esfuerzos para establecer la estabilidad fiscal a largo plazo para la Ciudad	1	2	3	4	5
Revitalización del centro de la ciudad para aumentar la actividad y negocios	1	2	3	4	5
Nueva estación de tren y otros mejoramientos de transporte	1	2	3	4	5
Arte en lugares públicos	1	2	3	4	5
Servicios sociales para ayudar a quienes tienen necesidades	1	2	3	4	5

Gracias. Por favor de regresar esta encuesta en el sobre incluido antes del 13 de marzo, 2020.