

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

TUESDAY JUNE 9, 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.v2/0?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**

None

6. **PUBLIC COMMENT**

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

7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS

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

8. STAFF COMMUNICATIONS

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

- A. Consideration: Meeting Minutes of May 26, 2020 Council Meeting
Recommendation: approve and file.
- B. Consideration: Meeting Minutes of May 22, 2020 Special Council Meeting
Recommendation: approve and file.
- C. Consideration: City of King Check Register May 16, thru May 31, 2020
Recommendation: receive and file.
- D. Consideration: Successor Agency Check Register May 16, thru May 31, 2020
Recommendation: receive and file.
- E. Consideration: Award of a Contract for Annual Tree Trimming Services
Recommendation: award a contractor services agreement for two years of annual tree trimming services to Tope's Tree Service, Inc. in the amount of \$120,000.
- F. Consideration: Approval of Expenditure for Sanitary Sewer Management Plan Update and Fats, Oil and Grease Program Development Services
Recommendation: approve the expenditure of \$57,486 from the Sewer Fund for the sanitary Sewer Management Plan Update and the Fats, Oils and Grease program development services to the Wallace Group.
- G. Consideration: 2020 Local Agency Biennial Notice on Conflict of Interest Code
Recommendation: receive and file the 2020 Local Agency Biennial Notice.
- H. Consideration: First Amendment to Community Choice Aggregation Full-Service Agreement with Pilot Power Group, Inc.
Recommendation: approve and authorize the Mayor to execute the First Amendment to the Community Choice Aggregation Full-Service Agreement with Pilot Power Group Inc. to accept their name change to Pilot Power Group, LLC.
- I. Consideration: Resolution for the 2020 General Municipal Election
Recommendation: adopt a Resolution ordering an election, requesting County Elections to conduct the election, and requesting consolidation of the election.

- J. Consideration: Comment Letter on Central Coast Regional Water Quality Control Board Lands Regulatory Program
Recommendation: approve and authorize the Mayor to sign a comment letter to the Central Coast Regional Water Quality Control Board ("Water Board") responding to their proposed Irrigated Lands Regulatory Program (Ag Order 4.0).
- K. Consideration: Letter of Support for SB1 Funding for the State Route 156 Castroville Boulevard Interchange Project
Recommendation: approve and authorize the Mayor to sign a letter of support for SB1 funding for the State Route 156 Castroville Boulevard Interchange Project.
- L. Consideration: Local Recovery Coalition
Recommendation: 1) approve joining the Support Local Recovery Coalition; and 2) direct staff to prepare and authorize the Mayor to sign letters to legislators on behalf of the Coalition.
- M. Consideration: Resolution of the City Council of the City of King Establishing the Appropriations Limit from Tax Proceeds for FY 2020-21
Recommendation: adopt a Resolution establishing the appropriations limit from tax proceeds for the FY 2020-21.
- N. Consideration: Adjustment to the FY 2020-21 Budget Wastewater Fund
Recommendation: approve an increase of \$75,000 to the FY 2020-21 Budget Wastewater Fund for the acquisition of a backup generator.
- O. Consideration: Confirmation of Election and Appointment of King City Volunteer Fire Department Officers and Engineers
Recommendation: 1) approve confirmation of the election of the following 2020-21 King City Volunteer Fire Department Officers; 2) approve appointment of the following Chief Engineer and First Assistant Engineer; and 3) approve confirmation of other following engineer positions:
- Chief: Russ Nichols
 - First Assistant Chief: Matthew Owens
 - Second Assistant Chief: Michael Hearne
 - Secretary/Treasurer: Tom Nuck
 - Chief Engineer: Steve Rianda
 - First Assistant Engineer: John Nuno
 - Second Assistant Engineer: Carlos Perez, Jr.
 - Third Assistant Engineer: Mark Silveira
 - Fourth Assistant Engineer: Ty Caulk
 - Fifth Assistant Engineer: Jim Stephenson
 - Sixth Assistant Engineer: Cole Lambert
- P. Consideration: Letter of Support for State Funding for Fairgrounds
Recommendation: approve and authorize the Mayor to sign a letter urging the State to maintain funding for the Fairgrounds.

10. PUBLIC HEARINGS

- A. None

11. REGULAR BUSINESS

- A. Consideration: USA Waste of California (DBA Waste Management) Garbage and Recycling Collection Service Fees for Fiscal Year 2020-21.
Recommendation: adopt a Resolution approving Waste Management's garbage and recycling collection adjusted rates for Fiscal Year 2020-21 effective July 1, 2020, resulting in a 2.18% increase.
- B. Consideration: Expiration of 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 and Review of the City of King Proclamation of Local Emergency
Recommendation: 1) allow 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 to expire; and 2) take no action to modify or rescind the City of King Proclamation of Local Emergency at this time.

12. CITY COUNCIL CLOSED SESSION

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

- A. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Monterey County Office of Education (Suarez) v. City of King et al. Case No. 18CV000985 (Monterey County Superior Court) MBA 16-0317

13. ADJOURNMENT

**City Council Meeting
May 26, 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 video conference), Darlene Acosta (by video conference), Rob Cullen (by video conference), Carlos DeLeon (by video conference), Mayor Pro Tem Carlos Victoria (by video conference).

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

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

- A. Proclamation in Recognition of the Valley Heritage Quilt Guild was read into the record by Mayor LeBarre. Susanna Krause received the proclamation on behalf of the guild. They have made over 2000 masks.

All of the City Council are grateful and appreciate the Valley Heritage Quilt Guild.

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon had nothing at this time to report.

Council Member Acosta stated nothing to report at this time. She just stated that restrictions are being lifted at this time and she hopes for more for the businesses in town open up. She is concerned for the community.

Council Member Cullen stated that the Chamber of Commerce made the official decision to delay the fireworks, so no aerial fireworks on July 3rd, they are coordinating to have them at the carnival that happens at the Salinas Valley Fair the later part of September. Tomorrow night he will be attending the Salinas Valley Fair board meeting. Salinas Valley Solid Waste Authority had a meeting scheduled last Friday and City Manager and Mayor of Salinas canceled and have another scheduled this Friday. Salinas Valley Solid Waste Authority authorized the purchase of a truck to supply the food bank with product from the farmers.

Mayor Pro Tem Victoria thanked Council member Cullen for his efforts and putting King City first at all times. Thanked the Mayor and staff for working together to help with the reopening.

Mayor LeBarre he was fortunate enough to work with and wanted to thank them Fort Hunter Liggett for the Memorial Day ceremony and the VFW for the wreaths and flags in the morning at the cemetery. There has been many updates on the stages. Services such as haircutting will be reopening in the 2nd stage. Items in stage 2 that were attestation full car wash, church services, pet grooming online retail and schools with modifications. Mayor LeBarre suggested businesses go on the state website to fill out the application for their business.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated Sunday there was a caravan to promote the census with Fire Department, and Police Department to help out as well as the County. He has been serving on Executive board of the 911 communications center he serves on is bringing forward Emergency Services Agreement. He will be taking over as the Primary board member for the Water Resources Board.

City Attorney Roy Santos stated nothing at this time.

9. CONSENT AGENDA

- A. Consideration: Meeting Minutes of May 12, 2020 Council Meeting
- B. Consideration: City of King Check Register May 1, thru May 15, 2020
- C. Consideration: Successor Agency Check Register May 1, thru May 15, 2020
- D. Consideration: Riverview Gardens Landscape Maintenance District Annual Assessment for Fiscal Year 2020-21"
- E. Consideration: 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
- G. Consideration: Side Letter of Agreement Extending Memorandum of Understanding with the King City Police Officers Association
- H. Consideration: Side Letter Agreement Extending Memorandum of Understanding with the King City Police Sergeants Association
- I. Consideration: Side Letter Agreement with the King City Confidential Employees Association
- J. Consideration: Side Letter Agreement with the Service Employees International Union Local 521

Mayor LeBarre pulled Item F for discussion.

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

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

NOES: Council Members:

ABSENT: Council Members: DeLeon

ABSTAIN: Council Members:

Mayor LeBarre wants to have this in the record and for the Council to do their due diligence, the authorities and how long they can be subdued and how long the authorities be directed. He would like to ask that we have reviewed our ordinances and the state has their emergency ordinance is in place. He would like to bring this back to council for consideration at a future council meeting soon, to discuss what

happens if this ever comes into place again. What worked well.

Motion to move approval of Item F with Mayors suggestions to keep in place what is in place and bring it back for a discussion at a future council meeting by Cullen and seconded by Victoria.

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

NOES: Council Members: Acosta

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

A. None

11. REGULAR BUSINESS:

A. Consideration: Adjustments to the FY 2020-21 Budget

City Manager Adams introduced this item with a Powerpoint.

We have no reserves and some items will have to be cut. The debt needs to be paid back to the Sewer fund as we need to make corrections to the wastewater treatment plant.

Stepping up grant efforts so the community can see a lot of good things going on.

Council member Acosta feels that we have truly lost so much with this covid-19 and recreation programs. Last week the state surpassed in suicide the amount of fatalities of Covid-19. She is against closing the pools for the youth. She feels that any reduced use of the pools needs to be allowed. She will be voting no.

Council member DeLeon thanked staff for working on this plan making cuts so we don't have to have layoffs. He feels to keep children safe we need to keep the pools closed this year. He realizes it is devastating. It is worth saving lives and keeping the City afloat. He would go with staff's recommendation.

Council member Cullen stated that the state laws are the state laws and the counties laws are the counties laws and if keeping the pools closed is what we need to do then we need to do it.

Mayor Pro Tem Victoria feels the same as Council member DeLeon and Cullen. He would like to see the pools open, but he knows that it cannot happen.

City Manager stated that in the survey results the community wants to keep the financial stability of the City.

Mayor LeBarre feels just like Council member Acosta but it would be too costly and difficult now to open the pools for this summer. Schools are working to open in the fall.

Recreation Coordinator Wasson realizes this is a budget concern. She stated that she has lifeguards that are certified that can come back right away. She feels for the kids that want to come to the pools and is concerned about kids not being water safe.

City Manager stated that the city is committed to looking for other youth activities for the summer.

Melanie Metcalf, she is an employee of Chalone Peaks Middle School and Cub Scout and Boy Scout leader. She doesn't see getting around not offering the pools being open. She knows that there are ways to let less children in the pool at the time. Lots of the children come from broken homes, multi-family homes and the weather is hot to stay in the house. She would be happy to do barbeques to raise money for the pools.

Becky Guidici, she started as a lifeguard at the pool and taught red-cross swimming lessons at the pool and uses the pool as an adult to lap swim. She was hoping to delay a decision on opening at a later date instead of closing the pool completely. She thinks the kids need fresh air and being in the pool. She would be willing to donate her time to help make it happen this summer.

Jo Marie Carroll, she knows that children have been less at risk and she thinks it would be a shame that the kids couldn't enjoy the pools in King City this summer. There are not a lot of opportunities for kids to get out and do positive things. She feels that they will be out getting into trouble.

Mayor ask for clarification on opening the pool and we couldn't open currently because of the health officer doesn't allow it. The City Manager stated it was a factor, but we don't have the financial resources to open. The Mayor wanted to know if this could be brought back at a later date. The City Manager stated yes with 3 items, money, if the health officer allows and what restrictions we would have and if the council wants to allow.

Action: Motion to approve the recommended adjustments FY 2020-21 budget adjustments by Cullen and seconded by DeLeon.

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

NOES: Council Members: Acosta

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor LeBarre asked for concurrence to send a letter telling King City's story to Senator McConnell to look at a stage 4 relief package. Council member Cullen made a motion to move the Mayors recommendation seconded by Council member DeLeon.

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

NOES: Council Members: Acosta

ABSENT: Council Members:

ABSTAIN: Council Members:

B. Consideration: Consideration of 2020 Community Opinion Survey Results

City Manager Adams introduced this item with a Powerpoint.

12. CITY COUNCIL CLOSED SESSION

None

ADJOURNMENT:

Mayor LeBarre adjourned the meeting at 8:00p.m. on a motion by Cullen and seconded by Victoria, and unanimous vote.

Approved Signatures:

**Mayor, Michael LeBarre
City of King**

**City Clerk, Steven Adams
City of King**

**City Council Special Meeting
May 22, 2020**

1. CALL TO ORDER:

Special Meeting was called to order at 2:03pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

City Staff: City Manager Steven Adams, (by phone) Roy Santos (by phone).

4. PUBLIC COMMUNICATIONS:

None

5. REGULAR BUSINESS:

- A. Consideration: Position on County Pursuit of a Variance to Allow Re-opening Business More Quickly in the State's Roadmap, Stage 2

City Manager Adams introduced this item. County CAO Charles McKee is here today. City Manager let him speak.

Mr. McKee stated that the challenging situation we are in puts us in a position to try to figure out the best balance between the public safety health for people who have the coronavirus, the unemployed, and those who have businesses that are threatened at this time. What is the best balance is hard to answer.

In the beginning it was the shelter in place order. Initial the states approach was looking at a containment but there was no way to do a complete shutdown. The idea was to have as few people out traveling as needed. Statistics show that Monterey County is in a better position than other counties our size.

Now they are looking at it as what is a risk and what are the risk factors associated with any particular to acts or businesses. The Governor as 4 stages. We had Stage 1 and now we are in phase 1 of Stage 2. Hunting guides were brought up as well as faith communities asking why not them. Currently those are the state regulated. Hair salons are not included in this phase. Hotels and lodging are in Stage 3, Religious institutions is in Stage 3. Not happening with the variance. Have the businesses been posting signage and making their costumers feel safe. Currently Monterey County loosening up has not had the numbers go up.

He feels that if we open up and try to reimpose restrictions would be detrimental to the well being of the community and hard to get compliance. He feels that the opinion of the City's and the businesses of the city's is critical to reopening.

They are planning to present to the Board of Supervisors Tuesday.

Council member Cullen supports this.

City Manager stated that Businesses have to get on the website and apply saying they comply with what the state is asking to reopen their business.

Council member Acosta is frustrated for the businesses.

Mayor Pro Tem wants forward motion so businesses can open.

Council member DeLeon supports this. He feels that if we have a better way to enforce this, noting what we can enforce, he would like to promote getting tested as well.

Action: Motion to 1) determine whether to support on the County's pursuit of a variance to allow re-opening of businesses more quickly in the State's Roadmap, Stage 2; and 2) direct staff to prepare, and authorize the Mayor to sign, a letter submitting the position to the County by DeLeon and seconded by Victoria.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the Special meeting at 2:52pm

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF CITY OF KING CHECK REGISTER MAY 16 THRU MAY 31, 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:

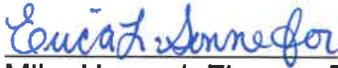
The following alternatives are provided for Council consideration:

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 16 THRU MAY
31, 2020
JUNE 9, 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 16, 2020 - May 31, 2020

Date: 05/30/2020

Time: 11:08 am

Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
63896	05/29/2020	Printed		APPAREL	A2K LLC	Patches for Uniforms	782.95
63897	05/29/2020	Printed		ADAMS	ADAMS ASHBY GROUP, LLC	Cdbg Administration	1,050.00
63898	05/28/2020	Void	05/28/2020			Void Check	0.00
63899	05/29/2020	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Prunners.	660.09
63900	05/29/2020	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services, Prepare Health	14,435.00
63901	05/29/2020	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Email Encryption -	67.50
63902	05/29/2020	Printed		AT & T	AT & T	Telephone -	215.78
63903	05/29/2020	Printed		AT & T	AT & T	Telephone -	96.88
63904	05/29/2020	Printed		AT&T - C	AT&T	CLETS	1,701.81
63905	05/29/2020	Printed		BANKSU	BANK SUPPLIES INC	Green Shields for Lobby	747.50
63906	05/29/2020	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	Water Service -	6,390.27
63907	05/29/2020	Printed		CAROLLO	CAROLLO ENGINEERS, INC	Waste Water Treatment Plant	5,084.93
63908	05/29/2020	Printed		CASEY PRIN	CASEY PRINTING, INC.	Printing of Notice -	1,732.42
63909	05/29/2020	Printed		FRESNOPD	CITY OF FRESNO-POLICE DEPT.	Training - Lux, Mercurio.	1,218.00
63910	05/29/2020	Printed		FED EXP	FEDEX	Fedex Express -	23.31
63911	05/29/2020	Printed		FRUDDENFAI	FRUDDEN FAIRWAYS LLC	Pmt to Maintain Golf Course	4,000.00
63912	05/29/2020	Printed		GOMEZG	GOMEZ GRADING & MARKING	Masks for Police, Public	435.70
63913	05/29/2020	Printed		HEITHOFFJ	JEFFREY HEITHOFF	Required Fee Estimate-	2,210.00
63914	05/29/2020	Printed		HINDERLITE	HINDERLITER, DELLAMAS & ASSOC	Sales Tax Audit Services	8,567.24
63915	05/29/2020	Printed		HYDRO TURF	HYDRO TURF, INC.	Street Trees.	603.45
63916	05/29/2020	Printed		GUTTREE	JUAN G. GUTIERREZ	Replace Floor - Airport	950.00
63917	05/29/2020	Printed		KIMLEY-HOR	KIMLEY-HORN & ASSOCIATES, INC.	Monthly Status Report Mar 2020	116,919.00
63918	05/29/2020	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Ad - C H Closures	166.66
63919	05/29/2020	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Parts for Disc at WWP	40.07
63920	05/29/2020	Printed		LINCOLN	LINCOLN AQUATICS	Filter Parts	1,007.68
63921	05/29/2020	Printed		MALLORYCO	MALLORY SAFETY AND SUPPLY LLC	Hood Spit	184.61
63922	05/29/2020	Printed		MONASMITH	CHARLES A MONASMITH	City Hall Termite	7,450.00
63923	05/29/2020	Printed		NEWSV	NEW SV MEDIA, INC	Notice of Adoption -	395.25
63924	05/29/2020	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	412.36
63925	05/29/2020	Printed		PACIFIC CR	PACIFIC CREST ENGINEERING INC.	Land Fill Monitoring	550.00
63926	05/29/2020	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Small Mower Repair Parts.	75.91
63927	05/29/2020	Printed		PETE'S AUT	PETE'S AUTOMOTIVE REPAIR	Maint & Repair on 98 Chevy.	701.41
63928	05/29/2020	Printed		PETTY CASH	PETTY CASH-CITY HALL	Replenish City Hall	204.65
63929	05/29/2020	Printed		PAC	PG&E	Electricity & Gas -	23,456.52
63930	05/29/2020	Printed		PROYOUTH	PROYOUTH	17-CDBG-12024	1,856.42
63931	05/29/2020	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage -	208.11
63932	05/29/2020	Printed		QUILL CORP	QUILL CORPORATION	Envelopes	471.33
63933	05/29/2020	Printed		RRM DESIGN	RRM DESIGN GROUP, INC.	Downtown Plaza Design	31,488.75
63934	05/29/2020	Printed		SIRCHIE AC	SIRCHIE ACQUISITION CO., LLC	Evidence Supplies	251.85
63935	05/29/2020	Printed		SPECTRUMB	SPECTRUM	Internal - Rec Center	74.98
63936	05/29/2020	Printed		STERI	STERICYCLE, INC	Steribycle	117.00
63937	05/29/2020	Printed		EDJONES	THE ED JONES CO., INC	Retired Badge- Robles	205.31
63938	05/29/2020	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Services	320.00
63939	05/29/2020	Printed		TORO	TORO PETROLEUM CORP.	Gas - Acct 6835	2,077.56
63940	05/29/2020	Printed		TRI	TRI-COUNTY FIRE PROTECTION INC	Extinguishers.	904.36
63941	05/29/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copies	263.07
63942	05/29/2020	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	US Bank Online Pmt	3,206.62
63943	05/29/2020	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones - 842068026-00001	1,062.95
63944	05/29/2020	Printed		SOILSERV	WILBUR-ELLIS COMPANY	Weed Control Round up.	215.82
63945	05/29/2020	Printed		PROTELESIS	PROTEL COMMUNICATION INC	Internet Service	1,008.30

Check Register Report

May 16, 2020 - May 31, 2020

Date: 05/30/2020

Time: 11:08 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
				Total Checks: 50		Checks Total (excluding void checks):	246,269.38
				Total Payments: 50		Bank Total (excluding void checks):	246,269.38
				Total Payments: 50		Grand Total (excluding void checks):	246,269.38



Item No. 9(D)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: JUNE 9, 2020

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF SUCCESSOR AGENCY CHECK REGISTER FOR MAY 16 THRU MAY 31 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 16
THRU MAY 31, 2020
JUNE 9, 2020
PAGE 2 OF 2**

Exhibits:

1. Check Register Report

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**BY: GEOFF ENGLISH, PUBLIC WORKS SPECIAL PROJECTS
COORDINATOR**

**RE: CONSIDERATION OF AWARD OF CONTRACT FOR ANNUAL
TREE TRIMMING SERVICES**

RECOMMENDATION:

It is recommended City Council award a contractor services agreement for two years of annual tree trimming services to Tope's Tree Service, Inc. in the amount \$120,000.

BACKGROUND:

The City maintains approximately 2,100 trees, a majority of which are trees planted in the public right of way. City-maintained trees require periodic risk reduction pruning and standard tree trimming maintenance to minimize tree limb failures that may cause damage or injury, to maintain the health of the urban forest, and to maintain the appearance of the City's streetscape throughout the community. City staff has previously completed some level of tree trimming work. However, due to a limited size of the City's Public Works Department maintenance crew and the increasing maintenance needs at other facilities, it has necessitated the reliance on private tree trimming firms.

In FY 2019/2020, the City Council allocated \$70,000 for contract services for tree trimming services. In past two budget years, approximately 300 City-maintained street trees per year were trimmed by private tree trimming contractors. In 2018, tree trimming in the southwest quadrant of the City was completed and in 2019 tree trimming in the northwest quadrant of the City was completed. Trimming of street trees in the northeast quadrant is planned for FY 2020/21 and the southeast quadrant in FY 2021/22.

**CITY COUNCIL
CONSIDERATION OF AWARD OF CONTRACT FOR ANNUAL TREE
TRIMMING SERVICES
JUNE 9, 2020
PAGE 2 OF 3**

DISCUSSION:

On March 26, 2020, formal bid documents for two years of tree trimming services were prepared and distributed. By the due date of May 7, 2020, 3 firms submitted bids. (Attachment 1) The responsive low bidder is Tope's Tree Service, Inc. in the amount of \$ 120,000.00. A copy of the bid form is attached. (Attachment #2)

The cost for the proposed tree trimming is \$200.00 per tree. In addition, the contract will be allowed to increase the per tree unit cost in Phase II in 2021 no more than the exact amount of the annual average cost of living increase (CPI) for 2020 published by the State of California, Division of Labor Statistics and Research for Urban Wage Earners and Clerical Workers for the San Francisco Oakland area. No additional per unit cost increases will be permitted.

It is recommended that the City Council award a contract to Tope's Tree Service, Inc. in the amount of \$120,000 for tree trimming services in FY 2020/21 and FY 2021/22. (Attachment #3)

Staff continues to get periodic complaints from some individuals that request the trees in front of their residence to be topped and trimmed much more severely. They most often cite the mess created by the trees and concern about the limbs. As we have mentioned before, topping street trees is not a tree trimming practice recommended by arborists. It increases root growth, results in unstable new limb growth, threatens the health of the trees, and results in unsightly new growth that negatively impacts the shape of the trees. Very large tree species were planted as street trees throughout the community. As a result, the City must manage large trees, which can be viewed as a positive or negative characteristic depending on one's perspective. As trees are replaced, the City utilizes smaller species. However, it would be cost prohibitive to replace all street trees at one time.

COST ANALYSIS:

Award of this contract will result in expenditures of \$60,000.00 during FY 2020/21 and \$60,000.00 plus the actual CPI increase during FY 2021/22. After the reductions to the budget approved by City Council at the last meeting, \$72,000 remains in this account for this service. The remaining \$12,000 is proposed to be maintained for miscellaneous needs that arise during the year, such as dead trees, dangerous trees, tree removals and fallen trees.

**CITY COUNCIL
CONSIDERATION OF AWARD OF CONTRACT FOR ANNUAL TREE
TRIMMING SERVICES
JUNE 9, 2020
PAGE 3 OF 3**

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendation to award the contract to Tope's Tree Service, Inc;
2. Direct staff to further revise the budget for tree trimming services;
3. Do not approve staff's recommendation to award the contract and direct staff to revise and rebid the proposed tree trimming work; or
4. Provide other direction to staff.

EXHIBITS:

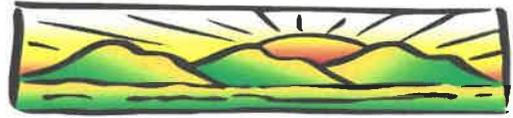
1. Formal Bids Results- Tree Trimming Services
2. Bid Form
3. Draft Agreement

Submitted by: 
Geoff English, Public Works Special Project Coordinator

Approved by: 
Steven Adams, City Manager

City of King

212 S. Vanderhurst Avenue
King City, CA 93930
Ph.(831) 385-3281 Fax (831) 385-6887



KING CITY
CALIFORNIA

**OFFICIAL
BID OPENING RESULTS**

PROJECT: Bid Opening- 2020 Tree Trimming Service

Date: 05/07/20 4:00 PM
City Council Chamber

Bidder's Name

Amount of Bid

1. <i>Sam's Tree 805, inc</i>	<i>210,000</i>
2. <i>A&T Arborists</i>	<i>130,000</i>
3. <i>Tope's Tree Service Inc.</i>	<i>120,000</i>
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Bid Opening by: *Lucia L. Sonne*

Witness: *[Signature]*

BASE FORMAL QUOTATION FORM

Pursuant to and in compliance with the *Request for Formal Quotation and Specifications* related to the project: **2020 & 2021 TREE TRIMMING SERVICES**

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Formal Quotation Form and with the aforementioned General Conditions and Specifications for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully provide the described services (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully deliver the equipment) in strict accordance with all applicable state and local laws for the total Quotation sum of:

QTY.	UNIT	DESCRIPTION	UNIT COST*	TOTAL
300	EA	Phase I- 2020 NE Quadrant Street Tree Trimming	\$200.00	\$60,000.00
300	EA	Phase II- 2021 SE Quadrant Street Tree Trimming	\$200.00	\$60,000.00
TOTAL:				\$120,000.00

*- The Contract will be allowed to increase the per tree unit cost in Phase II in 2021, no more than the exact amount of the Annual Average cost of living increase (CPI) for 2020 published by the State of California, Division of Labor Statistics and Research for Urban Wage Earners and Clerical Workers for the San Francisco Oakland area. No additional per unit cost increases will be permitted.

Company Name: Tope's Tree Service, Inc.

Company DIR #: 1000421729

Mailing Address: PO Box 51964
Pacific Grove CA 93950

Phone Number: (831) 373-7765

Name of Company Rep: Arturo Jimenez

Email: art@topestreeservice.com

Authorized Signature:  Date: 5-4-2020

Return to: Geoff English, Project Manager- Eikhof Design Group
Consultant Public Works Special Project Coordinator for City of King
City of King
212 S. Vanderhurst Avenue
King City CA 93930

All questions or requests for additional information must be submitted via email to genenglish@kingcity.com no later than Thursday, April 23, 2020 at 5pm.

**BIDS ARE DUE BY 2:00PM ON THURSDAY, MAY 7, 2020
FAXED OR EMAIL QUOTATIONS WILL NOT BE ACCEPTED**

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF KING AND
TOPE'S TREE SERVICE, INC.**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this 9th day of June, 2020 ("Effective Date") by and between the City of King, a California municipal corporation ("City") and Tope's Tree Service, Inc., ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Formal of Bid Request for Quotation, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of King Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest

professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 [Reserved]

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to

pay the subcontractor's workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officials, officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or a total compensation amount up to \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the unit prices set forth in the Bid Schedule in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers,

classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

1.10 Trenching and Excavation.

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred, twenty thousand dollars and zero cents (\$120,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10 or Exhibit "C".

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified unit prices per measured quantities, tasks or the percentage of completion of the services less the contract retention;, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit "C"), within thirty (30)

days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as the County of Monterey, Contractor acknowledges and agrees this may increase processing time for payment, and no payment of interest shall accrue if the City has used reasonable efforts to cause the Contractor to be paid within thirty (30) days.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination

shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express

written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall

obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

"CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, AT LEAST TEN (10) DAYS ADVANCED WRITTEN NOTICE OF CANCELLATION SHALL BE DELIVERED TO CITY AT (EXCEPT CANCELLATION DUE TO NONPAYMENT SHALL REQUIRE TEN (10) DAYS ADVANCED WRITTEN NOTICE)."

Contractor's Authorized Initials _____

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

In the event of a conflict, the terms of Section 5.1 and 5.2 shall have precedence and prevail over any form of Certificate of Insurance, or any Insurance Endorsement, included in the Contract Documents.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Indemnified Parties harmless therefrom;

(c) In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of

or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Indemnified Party any and all costs and expenses incurred by the Indemnified Party in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or Finance Director of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.6 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor unless otherwise required by Section 22300.

Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor unless otherwise required by Section 22300. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

5.7 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract

Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Santa Clara, State of California.

7.2 Disputes and Claims.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Public Contract Code Sec. 9204 Claims Procedure (AB 626). AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for the filing of claims by a contractor, or by a contractor on behalf of a subcontractor, on any public works project effective January 1,

2017. The parties shall comply with the provisions of Public Resources Code Section 9204, which are fully set forth in Exhibit "E."

(c) Dispute Resolution. To the extent not superseded by Public Contract Code Section 9204, this Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one hundred dollars (\$ 100.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any

corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. Further, should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Authority to Act on Behalf of Entity.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Roy Santos, City Attorney

CONTRACTOR:

*By: _____
Name:
Title:

*By: _____
Name:
Title:

Address: _____

***CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE EVIDENCE OF AUTHORITY TO EXECUTE DOCUMENTS FOR ANY ENTITY CONTRACTOR MUST BE PROVIDED.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF WORK

Article I. PROJECT DESCRIPTION AND SPECIFICATIONS

TREE TRIMMING SERVICES

GENERAL CONDITIONS AND SPECIFICATIONS

1. The responsible low-bid contractor, following award by the City of King City Council shall enter the City's standard Contractor Agreement and provide all required insurance.
2. The responsible low-bid contractor will secure a City of King business license before starting any work.
3. The responsible low-bid contractor must be registered with the State of California Department of Industrial Regulations by the time of bid submittal.
4. The contractor shall be licensed in California with a Class D-49 Tree Service contractor's license.
5. All work shall be completed under the direction of a person who holds a current ISA (International Society of Arboriculture) Certified Arborist credential.
6. Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute (ANSI) criteria and the standards and requirements described herein in providing tree trimming services.
7. Contractor is responsible to ensure that all portable engines over 49 hp used in the conduct of the proposed work, are appropriately permitted by the Monterey County Air Resources District or registered under the California Air Resources Board's (CARB) Statewide Portable Equipment Registration Program (PERP).
8. Contractor shall complete all work to the satisfaction of and under the supervision of the City of King Public Works Supervisor or designated representative.
9. Contractor shall provide service that ensures the safety of employees and the public while minimizing inconvenience to the public and disruption of traffic while working in the City.
10. Contractor shall endeavor to maintain good public relations at its worksites and shall conduct its work in a manner which will cause the least possible interference with, or annoyance to, the public.

11. The Contractor should stop work on any specific tree where an active nesting bird site is encountered. The Contractor will contact the City for further direction regarding any further work on the tree in question.
12. Contractor shall meet the work schedule dates listed in the document below.
13. Upon completion of each tree trimming work phase, a walk-through with the Public Works Supervisor and other City representatives will be conducted.

TECHNICAL SPECIFICATIONS

I. TRAFFIC CONTROL

At no time shall the Contractor commence or carry on with work that presents a hazard to pedestrians or vehicular traffic. Prior to the commencement of, and for the duration of, any work in any area, Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips.

The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal 12 Highway Administrative guidelines. All traffic control operations are the responsibility of the Contractor and intended to provide maximum safety for the public according to the most recent edition of the Work Area Traffic Control Handbook.

Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic. Contractor shall be responsible for the placement of "Sidewalk Closed" signage at the perimeter of any sidewalk or pathway that leads pedestrian traffic into the work zone.

Any operation that results in a blockage of, or produces debris which could enter into, vehicular traffic zones will require the use of a flag person equipped with, and using, a SLOW/STOP traffic paddle. Work in two-way traffic zones will require the use of two (2) flag persons. The placement of a traffic paddle into a safety cone shall not be considered a substitute for the required flag person(s). Where Contractor's work is in progress, each street shall remain open to local traffic at all times unless prior arrangements have been made and approved by the City of King Public Works Supervisor or designated representative.

II. SITE CLEANUP

Contractor shall remove branches, limbs, logs or any other debris resulting from any tree operations and clean the work site and all areas associated with the work site promptly upon completion of each task. Contractor shall endeavor to prevent spillage on streets over which work, or hauling is done, and any such spillage or debris deposited on street due to Contractor operations shall be immediately cleaned up. During production trimming and removals, debris shall be

removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated.

Rights of way shall not be used to stage unattended debris generated during regular work hours. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches will be removed at the Contractors expense. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain. The Contractor may dispose of the chips and other tree debris at the City of King Corporation Yard, located at 1001 Industrial Way, King City. Coordination with the Public Works Supervisor is required.

III. PROPERTY DAMAGE

Should any structure or property be damaged during tree operations, Contractor shall immediately notify CITY and owners or authorities. Repairs to property damaged by Contractor shall be made within forty-eight (48) hours. In the event of damage to utility lines, Contractor shall report the damages to utility and make arrangements for the utility to make repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by CITY. The CITY will mark and flag irrigation heads and valve boxes in City Park in advance of any work, however the Contractor shall inspect the area in advance to limit damage to the irrigation system at this facility.

Any damage caused by Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or Contractor shall repair such damage in a manner acceptable to the Public Works Supervisor.

TREE TRIMMING WORK

PHASE I- 2020 STREET TREE TRIMMING- Northeast Quadrant

Description: Approximately three hundred (300) street trees located in public Right of Way throughout the Northeast quadrant of King City. The actual number of trees in the southeast quadrant may differ slightly from the number provided. The City for budgetary purpose, may increase or reduce the number of street trees to be trimmed in Phase I.

The trees are to be pruned in a manner to remove obstructions from pedestrians and vehicle, to remove potential hazards and to reshape where necessary. This street tree trimming will include but not be limited to; removal of "snags", suckers, broken branches, dead and dying limbs, removal of any limbs and branches that show signs of potential failure; removal of limbs with excessive tip weight, "skirting up" to remove overhead obstructions for pedestrian and vehicle traffic as well as general "shaping" to properly balance the trees. All suckers at the base of the trees are to be removed. All street tree trimming work should be completed in a manner to improve the condition of the tree and to promote extended lifespan. No tree removals will be permitted and no more than 25% of the tree canopy may be removed from any tree.

Payment Method for Phase I: Phase I work will be paid on per unit basis with each tree being considered a unit and listed as each (EA) on the quotation sheet. The unit cost for the average of all trees in the Northeast quadrant is to be indicated on the quotation sheet below. All trees will be charged at the same rate.

Schedule for Phase I: Phase I work will begin on or after Monday July 6, 2020 and conclude before Friday, August 28, 2020. All work is to be completed Monday through Friday, between the hours of 8:00am and conclude by 5:00pm. No weekend work will be allowed. Any schedule change must be approved in advance by City staff.

PHASE II- 2021 SOUTHEAST (SW) QUADRANT TREE TRIMMING

Description: Approximately three hundred (300) street trees located in public Right of Way throughout the Southeast quadrant of King City. The actual number of trees in the southeast quadrant may differ slightly from the number provided. Additionally, the City for budgetary purposes, may increase or reduce the number of trees to be trimmed in Phase III.

The trees are to be pruned in a manner to remove obstructions from pedestrians and vehicle, to remove potential hazards and to reshape where necessary. This street tree trimming will include but not be limited to; removal of “snags”, suckers, broken branches, dead and dying limbs, removal of any limbs and branches that show signs of potential failure; removal of limbs with excessive tip weight, “skirting up” to remove overhead obstructions for pedestrian and vehicle traffic as well as general “shaping” to properly balance the trees. All suckers at the base of the trees are to be removed. All street tree trimming work should be completed in a manner to improve the condition of the tree and to promote extended lifespan. No tree removals will be permitted and no more than 25% of the tree canopy may be removed from any tree.

Payment Method for Phase II: Phase II work will be paid on per unit basis with each tree being considered a unit and listed as each (EA) on the quotation sheet. The unit cost for the average of all trees in the Northeast quadrant is to be indicated on the quotation sheet below. All trees will be charged at the same rate. The Contract will be allowed to increase the per tree unit cost in Phase III & Phase IV, no more than the exact amount of cost of living increase in the Monterey County for 2020. No additional per unit cost increases will be permitted.

Schedule for Phase II: Phase II work will begin on or after Monday July 5, 2021 and conclude before Friday, October 1, 2021. All work is to be completed Monday through Friday, between the hours of 8:00am and conclude by 5:00pm. No weekend work will be allowed. This phase of the project has great flexibility of scheduling. Any schedule change must be approved in advance by City staff.

EXHIBIT "B"

[NOT APPLICABLE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates submitted as part of Contractor's Proposal, as follows:

QTY.	UNIT	DESCRIPTION	UNIT COST	TOTAL
300	EA	2020 Street Tree Trimming	\$200.00	\$60,000.00
300	EA	2021 Street Tree Trimming	\$200.00*	\$60,000.00
TOTAL:				\$120,000.00*

- II. *- The Contract will be allowed to increase the per tree unit cost in Phase II in 2021, no more than the exact amount of the Annual Average cost of living increase (CPI) for 2020 published by the State of California, Division of Labor Statistics and Research for Urban Wage Earners and Clerical Workers for the San Francisco Oakland area. No additional per unit cost increases will be permitted.
- III. The City will compensate Contractor for the work performed upon submission of a valid invoice pursuant to Section 2.4.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all work timely in accordance with the following schedule:

TREE TRIMMING SCHEDULE OF WORK PHASES

Schedule for Phase I: Phase I work will begin on or after Monday July 6, 2020 and conclude before Friday, August 28, 2020. All work is to be completed Monday through Friday, between the hours of 8:00am and conclude by 5:00pm. No weekend work will be allowed. Any schedule change must be approved in advance by City staff.

Schedule for Phase II: Phase II work will begin on or after Monday July 5, 2021 and conclude before Friday, October 1, 2021. All work is to be completed Monday through Friday, between the hours of 8:00am and conclude by 5:00pm. No weekend work will be allowed. This phase of the project has great flexibility of scheduling. Any schedule change must be approved in advance by City staff.

Work shall only be performed between the hours of 8:00 a.m. and 7:00 p.m., on weekdays. Work shall not be performed on Saturdays, Sundays or legal holidays.

Exceptions to the above hours of work will be permitted only after obtaining written authorization from the City.

- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT “E”

PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities. The text of this new legislation is set forth below:

Public Contract Code § 9204.

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a

charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000](#)) of Title 7 of Part 3 of the [Penal Code](#).

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the

claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits

of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Contractor's Certificate Regarding Worker's Compensation

Description of Contract:

**City of King
2020 & 2021 Tree Trimming Services**

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 20__

(Contractor)

By _____

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the City prior to performing any work under this contract.

City of King
2020 & 2021 Tree Trimming Services



Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVE ADAMS, CITY MANAGER

BY: GEOFF ENGLISH, PUBLIC WORKS SPECIAL PROJECT COORDINATOR

RE: CONSIDERATION OF EXPENDITURE FOR SANITARY SEWER MANAGEMENT PLAN UPDATE AND FATS, OIL AND GREASE PROGRAM DEVELOPMENT SERVICES

RECOMMENDATION:

It is recommended City Council approve the expenditure of \$57,486 from the Wastewater Fund for the Sanitary Sewer Management Plan update and the Fats, Oils and Grease program development services to the Wallace Group.

BACKGROUND:

In May 2006, the California State Water Resources Control Board (SWRCB) adopted Order No. 2006-003-DWQ for all publicly owned sewer collection systems with more than one mile of sewer pipe. The City owns, maintains, and operates a wastewater collection system and wastewater treatment plant (WWTP). The wastewater collection system consists of approximately 32 miles of gravity sewer lines up to 27 inches in diameter and 2 sewage lift stations. The City also operates a separate 21-inch industrial sewer line that historically conveys wastewater from food processing facilities.

The goal of the above-mentioned mandate required each public agency that owns or operates a sanitary sewer system to meet specific requirements, including development and implementation of a system-specific Sewer System Management Plan (SSMP) with the intent of lowering the number and frequency of sanitary sewer overflows (SSOs) and thus decrease the risks to human health and the environment. Accordingly, the City prepared an SSMP in September 2010.

**CITY COUNCIL
CONSIDERATION OF EXPENDITURE FOR SANITARY SEWER
MANAGEMENT PLAN UPDATE AND FATS, OIL AND GREASE PROGRAM
DEVELOPMENT SERVICES
JUNE 9, 2020
PAGE 2 OF 3**

Per regulatory requirements, the SSMP must be updated and must include any significant program changes. Re-certification by the governing board of the City is required when significant updates to the SSMP are made. The May 2006 mandate from the SWRCB also required the development of a Fats, Oil and Grease (FOG) program to help prevent and manage these substances from entering the sanitary sewer collection system where they can cause backups and plugs which may lead to SSO's. The City has implemented limited FOG programs but does not have a written program as required. Improvements are also needed to the City's sanitary sewer system overflow emergency operations plan.

To keep in compliance with the above-mentioned State requirements for the City's sanitary sewer collection system, an engineering consultant firm is being sought to provide the necessary services and technical expertise.

DISCUSSION:

On March 13, 2020, a request for proposals (RFP) was distributed to potential firms for the SSMP update and the FOG program development services. Proposals from the four (4) well-qualified firms below were submitted by the due date of April 16, 2020:

- Cannon Corporation
- Wallace Group
- Carollo Engineers
- Water Works Engineers

Following a graded evaluation of the submitted proposals and a video interview with the top two ranked firms, the Wallace Group is being recommended as the most qualified firm to provide the City with the necessary services to ensure that the City is in compliance with the above mentioned State mandates for management and operation of its sanitary sewer collection system.

It is recommended that the City Council approve the expenditure of \$57,57,486 in Sewer Funds to the Wallace Group the SSMP update and the FOG program development services. The scope of work for the requested services is attached. On February 11, 2020, the City Council authorized the City Manager to execute an agreement with the Wallace Group for specialized engineering services. As a result, the Wallace Group is already under agreement with the City of King for such services and a new agreement is not necessary. Sufficient funds are also budgeted so no appropriation is necessary. However, since the contract amount exceeds the City Manager's approval authority, City Council approval is being requested and recommended.

**CITY COUNCIL
CONSIDERATION OF EXPENDITURE FOR SANITARY SEWER
MANAGEMENT PLAN UPDATE AND FATS, OIL AND GREASE PROGRAM
DEVELOPMENT SERVICES
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PAGE 3 OF 3**

COST ANALYSIS:

Approval of the request will result in an expenditure of \$57,486 during FY 2020-21. The City Council previously allocated \$55,000 in the FY 2019-2020 Budget for these services. Savings in contract services in the sewer fund will provide sufficient funds to cover the additional \$2,486.00 above the previous budget allocation. Carryover of the funds to the next fiscal year are being requested under a separate agenda item. However, there is no net impact to the City budget and no impact on the General Fund.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15308, which exempts certain actions by regulatory agencies to maintain, restore or enhance the environment, other than construction activities, where the regulatory process includes procedures to protect the environment. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendation to expend Wastewater funds to the Wallace Group for the SSMP update and FOG Program development;
2. Do not approve expending Wastewater funds for the proposed services;
3. Direct staff to award the contract to one of the other firms that submitted a proposal if determined they are more qualified; or
4. Provide direction to staff.

Exhibits:

1. Scope of Work/ Understanding and Approach- Wallace Group

Submitted by: 
Geoff English, Public Works Special Project Coordinator

Approved by: 
Steven Adams, City Manager

UNDERSTANDING AND APPROACH

Wallace Group staff have conducted Sewer System Management Plan (SSMP) Audits, Developed and Updated Sewer System Management Plans and supporting Programs such as Fats, Oils and Grease (FOG) Control Programs and Sanitary Sewer Overflow (SSO) Emergency Response Plans since the General Waste Discharge Requirements (GWDRs) for Sanitary Sewer Systems were created in 2006. Many of our clients are repeat customers, utilizing our services for bi-annual SSMP Audits, SSMP 5-Year Updates, development, management and training for FOG Control Programs and the development and implementation of sewer system emergency and operations related training programs. Our Environmental Compliance Specialists stay up to date on current State Water Resources Control Board (SWRCB) requirements and anticipated changes to these requirements with regular attendance at conferences relating to the GWDRs, wastewater operations and maintenance.

The following approach is provided based on our years of experience in developing, implementing and updating these plans and programs:

Kickoff Meeting

One of the most important elements of a successful project is a good kick-off meeting. This meeting is an opportunity for ALL team members to discuss and understand the critical elements of the project such as the scope and the goals of the project. We use the kick-off meeting to discuss and understand the schedule and the responsibilities of all parties to ensure that the project remains on schedule, on budget, and meets the overall goals of the Client. It is a time to ask questions, conduct site visits, talk to operators, and get the inside track to what is going to make the project successful. The project kickoff meeting will provide an initial opportunity for the following:

- Identification of information and key staff necessary to perform the SSMP Audit. Wallace Group will prepare a data and records request for review with City staff, facilitate the Audit process and prepare the Audit Report.
- Discuss the process of updating the SSMP and identify the general approach and format for completing the SSMP and supporting programs and documents.
- Interview staff regarding existing and historic FOG Program efforts. Discuss approach to development of FOG Control Program. Wallace Group will provide examples of prior FOG Programs and program components that have been successful for various agencies in reducing SSOs and Hot Spot maintenance.
- Initial discussion of current City SSO Emergency Response Plan successes and failures. This will be an opportunity to identify areas to focus on during the update of the Overflow Emergency Response Plan, SSO response performance and future areas to develop and implement training.

Additional Communications – Our Team members also stay in constant communication through emails and telephone calls, keeping Clients apprised of any details that might impact the direction of the project. We balance keeping our Clients knowledgeable about their project, but not overburdened with the finite detail. We tailor the amount of information and decision-making process to the desires of our Clients.

Keeping an open line of communication and dealing with project constraints as they arise keeps our projects moving forward at the pace necessary to get the project completed on or before schedule.

SSMP Audit

Wallace Group will work with City staff to perform the SSMP Audit. The SSMP Audit process will consist of the following:

- An assessment of the City's compliance with SSMP/WDR subsection D.13 requirements which includes identification of any deficiencies in the SSMP and supporting documents. The Audit will include recommendations to correct areas where the SSMP may require updating for compliance with the 2006 WDRs, 2013 Monitoring and Reporting Program (MRP) and to improve the City's operation of the sewer collection and conveyance system. These recommendations will be reviewed with City staff and used as part of the 5-Year Update of the City SSMP.
- The Audit will evaluate the effectiveness of each of the eleven (11) SSMP elements as a tool for managing the City's sewer collection system and the City's performance in implementing the current SSMP.
- The Audit will evaluate City Standard Operating Procedures and Municipal Code as it relates to the required WDR Legal Authorities with recommendations for updates.
- Additionally, the Audit will review the City's Sanitary Sewer Atlas and propose updates as appropriate for compliance with the WDRs.
- As an additional measure, Wallace Group will review the City's storm water system atlas, with recommendations for updates and for integration into the City's SSO Response Plan to identify areas of the storm water system that may be impacted by a Sanitary Sewer Overflow (SSO) as required by the WDRs. Integration of the storm water system atlas will allow City staff to identify the location of and block storm drain inlets in the event of a SSO and isolate and recover any portion of a SSO that enters the storm drain system.
- The results of the Audit will be provided in an Audit Report showing City compliance with WDRs, MRP and City implementation of current SSMP and supporting programs.

SSMP 5-Year Update

Wallace Group will work with City staff to complete the SSMP 5-Year Update. The development of this document is anticipated to consist of the following:

SSMP Requirement 2006 GWDR Section D.13 and 2013 MRP	Wallace Group Summary of Anticipated Updates
System History and Overview	Update general introduction, executive summary, and system description/overview.
i. Goal	Develop new Goals that are specific to the City's collection and conveyance system. These goals will be assessed and measured in Element 9: Monitoring Measurement and Program Modifications.

ii. Organization	Update the City organization chart and SSO Chain of Communication for compliance with 2013 MRP requirements.
iii. Legal Authority	Include any necessary updates based on City Municipal Code and Ordinances. Include recommendations Municipal Code/Ordinance updates and a plan and schedule for implementation to comply with WDRs.
iv. Operation and Maintenance Program	Update this section to reflect current practices and planned activities. Include descriptions of recent and planned Rehabilitation/Replacement and Capital Improvement Plans, schedules and funding mechanisms. Include current status of projects in CIP. Develop a plan and schedule for CCTV Program as applicable. Plan will include an updated Hot Spot Area Map that can be utilized by operations staff based on quarterly sewer cleaning logs, location of historical SSOs, areas of root intrusion, FOG concentrations, customer complaints and odor control areas. Include references to City storm drain maps. Documentation of critical parts, equipment, vendors and contractors used during a sewer emergency.
v. Design and Performance Provisions	Include existing Public Works Design Standards and Testing Requirements the City will follow. Incorporate these documents or document links into appendices.
vi. Overflow Emergency Response Plan (OERP)	Update the OERP to reflect City operational strategies used to respond to SSOs. Develop a plan and schedule for the implementation of Emergency Operating Procedures (EOPs), associated Training Program, and additional areas found to be deficient in the SSMP Audit.
vii. Fats, Oils and Grease (FOG) Control Program	Update to summarize all FOG Program components and FOG Program implementation.
viii. System Evaluation and Capacity Assurance Plan	Integrate the findings of applicable City Sewer Master Plan information into this Element with planned short and long-term CIP, schedule for completion and funding information.
ix. Monitoring, Measurement, and Program Modifications	Create a program/matrix to schedule, track, and evaluate SSO trends, the effectiveness of Preventative Maintenance, and the effectiveness of each Element of the SSMP annually.
x. SSMP Program Audits	Create a SSMP Audit, SSMP revision and 5-year Update schedule. Identify Audit format for future bi-annual Audits.
xi. Communication Program	Update the plan and schedule to communicate SSMP updates, implementation, and accomplishments with the public utilizing

	the City’s newsletter, website and other media resources as appropriate.
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One of the objectives of developing the SSMP will be to create a Management Plan that is user friendly. One strategy Wallace Group plans to utilize is the integration of “links” to supporting documents when available to minimize the overall size of the SSMP.

FOG Program

Wallace Group plans to work with City staff to develop a FOG Control Program that is appropriate based on historical FOG related SSOs, complaints and maintenance issues experienced within the City. The program will also consider the City resources available to implement the program. Based on a review of City CIWQS SSO History, approximately 22% of City SSOs have occurred as a result of FOG between 2007 and 2019. The following Program components are proposed however they may be modified to meet the City’s resources and goals for the program:

- Determination of Program focus areas based on City records and staff feedback.
- Develop a list of facilities to include in the FOG Control Program. The table below recommends the type of facilities that should be considered for inclusion in the program based on their operation of a commercial type kitchen.

Full-Service Restaurants	Coffee Shops	Delis&Pizza Parlors
Fast Food Establishments	Ice Cream Shops	Schools
Markets & Butcher Shops	Assisted Living Facilities	Public Halls
Catering Facilities	Bakeries	Other Commercial Kitchens

- Develop a comprehensive FOG Control Program and implementation plan consisting of the following:
 - Initial FOG Program introduction letter, introducing facilities to the City’s FOG Program and Municipal Code requirements, prior to beginning implementation of the inspection component of the program.
 - Public outreach and education materials:
 - Best Management Practices for Commercial Facilities (English/Spanish)
 - Best Management Practices for Residential Facilities (English/Spanish)
 - Residential door hangers and/or mailers for FOG prone areas of the collection system (English/Spanish)
 - List of FOG Haulers for commercial facilities
 - Guide for Grease Trap Cleaning (English/Spanish)

- Trap and Interceptor Cleaning Record (English/Spanish)
 - Contractor Pumping Record Template
 - Template for integration on City Website with applicable FOG information documents/links described above and FOG Program Summary
- Review of City Legal Authorities pertaining to FOG Control and Inspection with recommendations for updates
- Development of FOG Control Program Standard Conditions document which describe all aspects of program for implementation and enforcement when necessary. This can be referenced by Commercial facilities to get a better understanding of Program requirements and serve as a guide for Program staff for program implementation.
- Development of FOG Facility Permit Application, Permit and Inspection form templates
- Additional Program Components that are recommended for completion of a well-rounded FOG Control Program are listed under additional tasks below.

OERP Procedures

Wallace Group will review existing City practices, Spill Response Plan and Spill Response Equipment and Materials to develop a comprehensive Sanitary Sewer Emergency Overflow Response Plan (OERP) for compliance with the 2006 WDRs and 2013 MRP. The OERP will serve as a stand-alone document to be utilized by City staff in the event of a Sanitary Sewer Overflow (SSO). The OERP will consist of the following Emergency Operating Procedures (EOPs):

- SSO Volume Estimation Techniques
- SSO Documentation, Notification and Reporting (will include flow charts and reporting template)
- SSO Response and Mitigation Techniques
- Lift Station SSO Procedures

Meetings

Proposal anticipates three (3) meetings with the City and one (1) City Council Meetings.

Additional Tasks not Included in Scope and Fee

The above referenced Tasks identify the development of programs and documents that will assist the City to meet requirements outlined in the GWDRs for Sanitary Sewer Systems. Additional items below are recommended to support in the documentation an implementation of the Sewer System Management Plan and supporting Programs and may be developed as additional tasks outside this scope of work:

- Develop supporting O&M supporting documents such as line cleaning and manhole logs, manhole inspection report template, and map revision tracking sheets as applicable.
- Develop an Annual Reporting Template for staff use in reporting SSMP activities and performance to the City Council and Public.
- Develop a general task list and schedule will be included with the final SSMP to help identify critical implementation dates and activities identified in the SSMP.
- Development of additional Emergency Operation Procedures (EOPs) such as SSO Water Quality Monitoring and Post SSO Investigations
- Develop training materials in power point format for an initial classroom review of Overflow Emergency Response Plan (OERP) and Emergency Operating Procedures (EOPs) to develop City staffs understanding of the plan and procedures and conduct hands on training during a field

exercise. The field exercise will require staff to initiate a response from the receipt of a SSO notification to final reporting, assessing physical response activities to mitigate and contain SSO, clean site, document conditions, interview witnesses, report incident and conduct follow up protocols. Recommendations will be made for any upgrades to existing City Spill Response Equipment and Materials as part of this task. A summary highlighting the strengths and areas for improvement observed during this SSO exercise would be developed post training.

- Wallace Group recommends the following Tasks as enhancements to the City's FOG Control Program:
 - FOG Control Plan Check Guide for Internal staff use and as an external guide for facility designers
 - FOG Inspection Standard Operating Procedure (SOP) providing step by step directives for City staff to follow during inspections, permitting, and general interaction with facility staff. SOPs also include key items to note during inspections such as improper plumbing connections, interceptor short circuiting and different strategies to identify chemical use that may upset functions of a Grease Removal Device.
 - FOG Inspection training (1 classroom and 2 field trainings) by Wallace Group Inspectors
 - Attendance at City Council Meeting to assist City in presentation of FOG Control Program



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: ERICA SONNE, EXECUTIVE ASSISTANT/ DEPUTY CITY CLERK

RE: CONSIDERATION OF 2020 LOCAL AGENCY BIENNIAL NOTICE ON CONFLICT OF INTEREST CODE

RECOMMENDATION:

It is recommended the City Council receive and file the 2020 Local Agency Biennial Notice.

BACKGROUND:

The Political Reform Act requires each city to review its Conflict of Interest Code biennially and notify the City Council as to whether or not the code needs to be amended. The completed biennial notice must be submitted to the City Council no later than October 1, 2020. The Code was last amended in 2016.

DISCUSSION:

Statements are required in all jurisdictions to be submitted by Council Members, Planning Commission Members, the City Manager, the City Attorney, and the City Treasurer/Finance Director. The designation of other employees and officers is discretionary. Traditionally, the City of King has limited their requirements to the minimal positions established by State law. In 2016 the list was expanded to include all positions that potentially influence decisions that may impact financial interests.

There are five criteria questions in the instructions for the Biennial Notice for amending the Conflict of Interest Code and the City answered no to all of them

**CITY COUNCIL
CONSIDERATION OF 2020 LOCAL AGENCY BIENNIAL NOTICE ON
CONFLICT OF INTEREST CODE
JUNE 9, 2020
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so amendments to the current Conflict of Interest Code are not necessary. The questions required to be addressed include the following:

1. Is the current code more than five years old?
2. Have there been any substantial changes to the agency's organizational structure since the last code was approved?
3. Have any positions been eliminated or re-named since the last code was approved?
4. Have any new positions been added since the last code was approved?
5. Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

COST ANALYSIS:

There is no direct cost impact to the City from this item.

ENVIRONMENTAL REVIEW:

The 2020 Local Agency Biennial Notice is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as they do not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Direct staff to prepare changes to the Conflict of Interest Code; or
3. Provide staff other direction.

Submitted by: 
Erica Sonne, Executive Assistant/Deputy City Clerk

Approved by: 
Steven Adams, City Manager

2020 Local Agency Biennial Notice

Name of Agency: City of King
Mailing Address: 212 S. Vanderhurst Ave., King City, CA. 93930
Contact Person: Erica Sonne Phone No. 831-386-5971
Email: esonne@kingcity.com Alternate Email: sadams@kingcity.com

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.



Signature of Chief Executive Officer

5/11/2020

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

CITY OF KING
212 S. Vanderhurst Ave.
King City, CA 93930-2922

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.275.3772)

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Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONSIDERATION OF FIRST AMENDMENT TO COMMUNITY CHOICE AGGREGATION FULL SERVICE AGREEMENT WITH PILOT POWER GROUP, INC.

RECOMMENDATION:

It is recommended the City Council approve and authorize the Mayor to execute the First Amendment to the Community Choice Aggregation Full Service Agreement with Pilot Power Group Inc. to accept their name change to Pilot Power Group, LLC.

BACKGROUND:

At the December 12, 2017 meeting, the City Council approved a Community Choice Aggregation Full Service Agreement with Pilot Power Group, Inc. to operate the King City Community Power (KCCP) community choice energy program. Pilot Power Group, Inc. was recently acquired by Boyne Capital. As a result, the name of the company has changed to Pilot Power Group, LLC. Staff recommends the City Council approve an amendment to the Agreement in order to approve the name change.

DISCUSSION:

The acquisition and name change will have no impact on the operation of KCCP, the Agreement, or the personnel assigned. The City's experience with Pilot Power Group has been positive thus far and the implementation and ongoing operation of KCCP has been successful. Therefore, no changes are proposed.

**CITY COUNCIL
CONSIDERATION OF FIRST AMENDMENT TO
COMMUNITY CHOICE AGGREGATION FULL SERVICE AGREEMENT WITH
PILOT POWER GROUP, INC.
JUNE 9, 2020
PAGE 2 OF 2**

COST ANALYSIS:

No cost impact is associated with this action.

ENVIRONMENTAL REVIEW:

This action 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 provided for Council consideration:

1. Approve staff's recommendations;
2. Do not approve the amendment; or
3. Provide staff other direction.

Exhibits:

1. First Amendment to Community Choice Aggregation Full Service Agreement

Submitted and Approved by:



Steven Adams, City Manager

**FIRST AMENDMENT TO
COMMUNITY CHOICE AGGREGATION
FULL SERVICE AGREEMENT
By and Between
City of King and Pilot Power Group, Inc.**

This First Amendment (“First Amendment”) to that certain Community Choice Aggregation Full Service Agreement By and Between City of King and Pilot Power Group, Inc. (the “Agreement”) is made and entered into effective _____, 2020 (the “Effective Date”), by and between City of King (“City”), a California municipal corporation, and Pilot Power Group, LLC. (“Pilot”), a California corporation. The City and Pilot are sometimes referred to individually as a “Party” or collectively as the “Parties”. Terms not defined herein shall have the meaning set forth in the Agreement.

WHEREAS, pursuant to the Authority granted by the California Public Utilities Code Section 366.2(c)(12) or its successors, on November 14, 2017, the City adopted an ordinance authorizing the implementation of a Community Choice Aggregation (“CCA”) program;

WHEREAS, City and Pilot entered into the Agreement effective December 12, 2017;

WHEREAS, Pilot has undergone an ownership and name change and the Parties desire to amend the Agreement to accurately reflect the name of the Pilot.

NOW THEREFORE, the Parties agree as follows:

1. The title and first paragraph shall be amended as follows:

**COMMUNITY CHOICE AGGREGATION
FULL SERVICE AGREEMENT**

By and Between

City of King and Pilot Power Group, LLC.

This Community Choice Aggregation Full Service Agreement (“Agreement”) is made and entered into effective as of December 12, 2017, (“Effective Date”), by and between the City of King (“City”), a California municipal corporation, and Pilot Power Group, LLC., a California Corporation with an office located at 8910 University Center Lane, Suite 520, San Diego, California, 92122 (“Pilot”). The City and Pilot are sometimes referred to individually as a “Party” or collectively as the “Parties.”

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

CITY OF KING, a municipal corporation

Mike Lebarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

PILOT POWER GROUP, LLC



Denis Vermette, President & CFO



Ian Middleton, Chief Operating Officer

Address:
8910 University Center Lane, Suite 520
San Diego, CA 92122



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF RESOLUTION FOR THE 2020 GENERAL MUNICIPAL ELECTION

RECOMMENDATION:

It is recommended the City Council adopt a Resolution ordering an election, requesting County Elections to conduct the election, and requesting consolidation of the election.

BACKGROUND:

The City's charter sets forth that it will conduct elections based upon the State laws applied to general law cities. State law establishes the dates when general law cities conduct municipal elections for the purpose of electing members of the City Council. The California Elections Code establishes procedures and requirements for conducting a General Municipal Election. As the first step in the election process, a Resolution must be adopted by the City Council. Pursuant to Section 2.06.010 of the Municipal Code, the general municipal election shall be held on the same day as the statewide general election in each even-numbered year.

DISCUSSION:

Under the district election system adopted in 2016, voters in District No. 3, District No. 4, and District No. 5 will elect Councilmembers to represent their districts for a 4-year term in the election to be held on November 3, 2020. The request for consolidation of the election must be submitted to the County Board of Supervisors at least 88 days prior to the date of the election, which is August 7, 2020.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION FOR THE 2018 GENERAL MUNICIPAL
ELECTION
JUNE 9, 2020
PAGE 2 OF 2**

By consolidating the election with other jurisdictions in the County, costs to the City to conduct the election are substantially reduced. The period for candidates running for a seat to file nomination papers is officially Monday, July 13, 2020 through Friday, August 7, 2020. However, if an incumbent does not file nomination papers and qualify by the close of the nomination period, the filing period extends (for non-incumbents only) for five days pursuant to State law.

The request for the cannabis tax measure proposed to also be placed on the ballot can be combined in the Resolution calling for the election or approved by the City Council in a separate resolution. Since there are a number of items that need to be addressed in the sales tax measure by the City Attorney's Office, it is recommended they be adopted by separate resolutions.

COST ANALYSIS:

The estimated cost for the County Elections Office to conduct the election is \$6.00 to \$8.00 per registered voter for three districts, which comes out to \$12,690-\$16,920 which has been included in the FY 2020-21 Budget that was approved by the City Council.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Adopt the Resolution;
- 2) Delay adoption and combine approval with the cannabis tax measure resolution;
- 3) Make text changes to the Resolution and adopt;
- 4) Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2020-_____

**RESOLUTION OF THE CITY OF KING CITY COUNCIL ORDERING AN ELECTION,
REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION AND REQUESTING
CONSOLIDATION OF THE ELECTION**

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city shall reimburse the county in full for the services performed upon presentation of a bill to the city; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on **November 3, 2020**; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED THAT THE City Council of the City of King hereby orders an election be called and consolidated with any and all elections also called to be held on **November 3, 2020** insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the City of King requests the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10400 and 10403.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Monterey County Elections Department to provide any and all services necessary for conducting an election and agrees to pay for said services in full, and

BE IT FURTHER RESOLVED AND ORDERED that the Monterey County Elections Department conduct the election for the following offices on the **November 3, 2020** ballot:

- District No. 3, one (1) Councilmember for a term of four years.
- District No. 4, one (1) Councilmember for a term of four years.
- District No. 5, one (1) Councilmember for a term of four years.

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Election Code section 13307 the City of King has resolved that all costs of the Candidate's statement be paid by the candidate and that no candidate may submit a statement of over 200 words.

BE IT FURTHER RESOLVED AND ORDERED that in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Monterey County Elections, the City Council, in accordance with Election Code Section 15651 (a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

This resolution was passed and adopted this **9th** day of **June** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney



Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF COMMENT LETTER ON CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD LANDS REGULATORY PROGRAM

RECOMMENDATION:

It is recommended the City Council approve and authorize the Mayor to sign a comment letter to the Central Coast Regional Water Quality Control Board ("Water Board") responding to their proposed Irrigated Lands Regulatory Program (Ag Order 4.0).

BACKGROUND:

The Water Board has released the Draft Environmental Impact Report (DEIR) for a proposed Central Coast Irrigated Lands Regulatory Program, referred to as Ag Order 4.0, for public comment. The Monterey County Farm Bureau has requested the City's support by submitting a comment letter to the Water Board because they believe it will have dramatic economic consequences on the agricultural sector of our County if adopted and implemented

DISCUSSION:

Ag Order 4.0 expands requirements compared to the previous Central Coast Irrigated Lands Regulatory Program, including:

- Expanded requirements for irrigation and nutrient management for both surface and groundwater, including targets and prescriptive nitrogen discharge limits;
- Expanded pesticide management for surface water and groundwater, including specified surface water monitoring and threshold limits;
- Limits on fertilizer applications that are not supported by agronomic science;
- Expanded riparian habitat management requirements that would require retiring productive farmland and developing set-back areas from most ditches and streams and planting native riparian vegetation;

**CITY COUNCIL
CONSIDERATION OF COMMENT LETTER ON CENTRAL COAST REGIONAL
WATER QUALITY CONTROL BOARD LANDS REGULATORY PROGRAM
JUNE 9, 2020
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- Expanded sediment and erosion management for surface water, primarily on sloped farmland; and
- Increased reporting and compliance requirements in surface water and groundwater reporting areas with an Annual Compliance Submission, Riparian Area Management Plan, Total Nitrogen Applied, Sediment and Erosion Management Plan, and Irrigation and Nutrient Management Plan.

Each of these items would impose significant costs on Central Coast growers. Some regulatory components, such as proposed nitrogen discharge limits, may make current rotation systems infeasible. As a result, the Monterey County Farm Bureau believes lower production values will lead to job losses, impacting communities with higher level of unemployment and lower tax revenues.

COST ANALYSIS:

No cost impact to the City is associated with this action.

ENVIRONMENTAL REVIEW:

This action 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 provided for Council consideration:

1. Approve the comment letter;
2. Modify and approve the comment letter;
3. Do not approve submitting a comment letter; or
4. Provide other direction to staff.

Exhibits:

1. Comment Letter

Prepared and Approved by:



Steven Adams, City Manager



June 9, 2020

Matthew Keeling
Executive Officer
Central Coast Regional Water Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

RE: Comments of Draft AG Order 4.0

Dear Mr. Keeling:

On behalf of the City of King, the City Council has unanimously voted to submit our concerns and opposition to Ag Order 4.0, the Central Coast Irrigated Lands Regulatory Program as currently proposed. The City of King is very supportive of efforts to improve water quality, reduce runoff and protect local rivers and streams. The City is working hard and coordinating with your staff to comply with all the Regional Water Quality Control Board's regulations. In fact, the City is in the process of moving forward with a new \$46 million wastewater treatment plant project, the most costly project in the City's history.

However, the City believes proposed Ag Order 4.0 cannot be implemented without extreme changes to complex farming practices and the crops grown, how many crop cycles are produced in any season, and the abandonment of lands due to on-farm restrictions of production practices. The components of Ag Order 4.0 will impose significant costs on Central Coast growers. Some regulatory components, such as proposed nitrogen discharge limits, may make current rotation systems infeasible.

This would result in substantial economic impacts that were not adequately quantified or discussed in the Draft Environmental Impact Report (DEIR). The DEIR even states that economic effects were not estimated because the market and regulatory environment is complicated and/or because management practices are speculative. We are very concerned that the unintended consequence of this new program is that our community will suffer through higher unemployment, lower tax revenues, and changing land use. Especially hard-hit will likely be the Salinas Valley communities that are primarily dependent on the agricultural sector since many of our residents are employed either directly or indirectly in farming.

Therefore, we urge you to reconsider and/or make significant revisions to Ag Order 4.0. Thank you for your consideration of our input.

Sincerely,

Mike LeBarre
Mayor



Item No. 9 (K)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF LETTER OF SUPPORT FOR SB1 FUNDING FOR THE STATE ROUTE 156 CASTROVILLE BOULEVARD INTERCHANGE PROJECT

RECOMMENDATION:

It is recommended the City Council approve and authorize the Mayor to sign a letter of support for SB 1 funding for the State Route 156 Castroville Boulevard Interchange Project.

BACKGROUND:

The Board of Directors of the Transportation Agency for Monterey County (TAMC) recently approved working on grant applications for the State Route 156 Castroville Boulevard Interchange Project. As a result, they have requested the City provide a letter of support for a grant application for SB 1 funding. The grant application is due on June 22nd.

DISCUSSION:

Route 156 is the primary goods movement access route for the Monterey Peninsula and is the turn off to access many agricultural packing facilities in the town of Castroville. It also provides access to agricultural jobs and helps the rural area maintain economic competitiveness as the "Salad Bowl of the World". The State Route 156 West Corridor project will provide a range of safety, economic, and quality of life benefits for the region by:

- Relieving traffic congestion for 39,000 vehicles every weekday (and even more on event weekends);
- Diverting truck traffic away from Merritt Street (State Route 183) in the rural community of Castroville; and
- Improving bicycle and pedestrian access and supporting active transportation to the nearby high school.

**CITY COUNCIL
CONSIDERATION OF LETTER OF SUPPORT FOR SB1 FUNDING FOR THE
STATE ROUTE 156 CASTROVILLE BOULEVARD INTERCHANGE PROJECT
JUNE 9, 2020
PAGE 2 OF 2**

COST ANALYSIS:

No cost impact is associated with this action.

ENVIRONMENTAL REVIEW:

This action 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 provided for Council consideration:

1. Approve letter;
2. Modify and approve letter;
3. Do not approve supporting this project; or
4. Provide other direction to staff.

Exhibits:

1. Letter of Support

Prepared and Approved by:



Steven Adams, City Manager



May 29, 2020

Mitch Weiss
Executive Director
California Transportation Commission
1120 N Street, MS-52
P.O. Box 942873
Sacramento, CA 95814

Subject: SUPPORT for the State Route 156 Castroville Boulevard Interchange Project for Senate Bill 1 Funding

Dear Mr. Weiss:

On behalf of the City of King, I write to express our support for Caltrans and the Transportation Agency for Monterey County pursuing Senate Bill 1 funding for the State Route 156 Castroville Boulevard Interchange Project.

State Route 156 is the primary goods movement access route for the Monterey Peninsula. Route 156 and Castroville Boulevard is also the turn off to access many agricultural packing facilities in the town of Castroville. Route 156 provides access to agricultural jobs and helps the rural area maintain economic competitiveness as the "Salad Bowl of America".

The State Route 156 West Corridor project will provide a range of safety, economic, and quality of life benefits for the region by:

- Relieving traffic congestion for 39,000 vehicles every weekday (and even more on event weekends);
- Diverting truck traffic away from Merritt Street (State Route 183) in the rural community of Castroville; and
- Improving bicycle and pedestrian access and supporting active transportation to the nearby high school.

We strongly support the State Route 156 Castroville Boulevard Interchange Project. Thank you for your consideration.

Sincerely,

Mike LeBarre
Mayor

cc: Debra L. Hale, Transportation Agency for Monterey County

City Hall, 212 South Vanderhurst Ave. King City, CA 93930
Tel: (831) 385-3281 • Fax (831) 386-5968 • www.kingcity.com



Item No. 9(L)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF LOCAL RECOVERY COALITION

RECOMMENDATION:

It is recommended the City Council: 1) approve joining the Support Local Recovery Coalition; and 2) direct staff to prepare and authorize the Mayor to sign letters to legislators on behalf of the Coalition.

BACKGROUND:

COVID-19 is having a dramatic impact on cities and counties. A recent study by the League of California Cities estimated the total impact on city revenues in California to result in a shortfall of nearly \$7 billion. As a result, they are involved in the formation of the Local Recovery Coalition to help advocate for state and local funding relief through the "Support Local Recover: Vibrant Cities. Strong Economies" campaign. While the League's membership in the Coalition represents cities, they are also encouraging individual cities to join the coalition to demonstrate the vast support behind the call for funding.

DISCUSSION:

The "Support Local Recovery: Vibrant Cities. Strong Economies" campaign is a grassroots coalition of local government, labor, business, and nonprofits, calling for direct and flexible funding to cities from the state and federal government to ensure cities can deliver services to residents and businesses during and after the COVID-19 pandemic. The Coalition is requesting \$7 billion in direct and flexible funding to cities to support critical local services; a portion of the state's CARES Act funding to help cities address COVID-19-related expenditures; and \$500 billion from the federal government in direct and flexible funding to local governments nationwide to support essential services.

They are also requesting assistance with the campaign through the following:

**CITY COUNCIL
CONSIDERATION OF LOCAL RECOVERY COALITION
JUNE 9, 2020
PAGE 2 OF 2**

- Encouraging the chamber of commerce, business groups and community groups to join the Coalition at www.supportlocalrecovery.org;
- Submit a letter of support to the Governor, legislative delegation and Congressional Representative expressing support for the campaign objectives; and
- Promote the campaign through websites, Facebook and other links.

COST ANALYSIS:

No contribution is being requested at this time.

ENVIRONMENTAL REVIEW:

This action 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 provided for Council consideration:

1. Approve staff's recommendations;
2. Do not approve participating in the Coalition; or
3. Provide other direction to staff.

Exhibits:

1. Information Materials on "Local Recovery Coalition"

Prepared and Approved by: _____


Steven Adams, City Manager

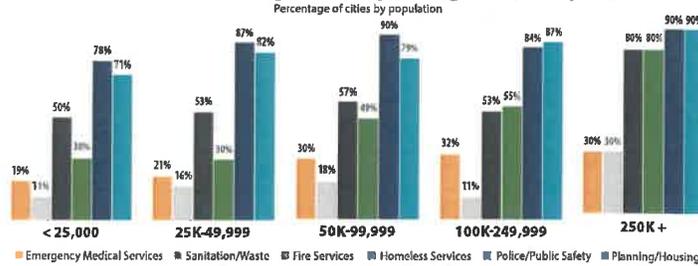
COVID-19 Fiscal Impact on California Cities

California cities face severe revenue shortfalls due to the impact of the COVID-19 pandemic on their economies and increased emergency costs. As a result, cities will be forced to make significant reductions or cuts to a broad range of core public services and staff, regardless of population size. Given current and projected revenue shortfalls, cities need fiscal assistance to stabilize local government operations to offset the devastating impacts the crisis is having on California's communities. These findings are part of a new data analysis* by the League of California Cities.

Public Services Will Be Impacted By Drastic Revenue Loss



Core Services Face Significant Impacts Regardless of City Size



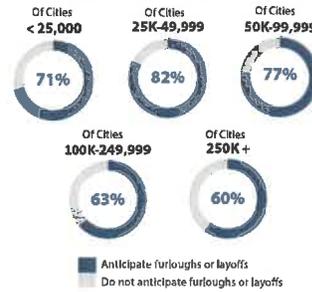
Cities anticipate a nearly **\$7 BILLION GENERAL REVENUE SHORTFALL** over the next two fiscal years. This shortfall will grow by billions of dollars if COVID-19 stay-at-home orders extend into the summer months and beyond.

City Leaders Report Immediate Impact to Core Revenue Sources

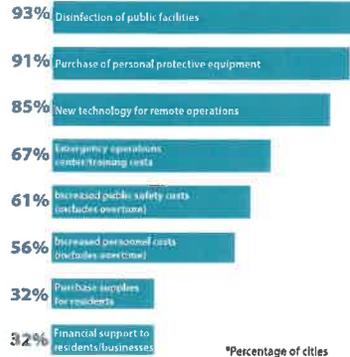
- 100%** Sales Taxes
- 89%** Hotel/Bed Taxes
- 72%** Property Transfer Taxes
- 42%** Utility Taxes
- 15%** Investments, Forfeitures, and Fines
- 4%** Parking and Admissions

12% of cities report spending **> \$500k** to help control the COVID-19 pandemic

COVID-19 Has Staggering Impact on City Workforce



Unanticipated COVID-19 Expenses



100% of California cities, regardless of population size, face projected revenue loss this year

Over **90%** of cities are considering **LAYOFFS OR EMPLOYEE FURLOUGHS**, or **CUTTING PUBLIC SERVICES**. **72%** are considering doing **BOTH**.

Cities Key Revenue Loss by Source through FY 21-22



For more information email communications@cacities.org.

***Data and Assumptions:** The current revenue shortfall projections assume the ending of strict stay-at-home orders by the end of May 2020 with a transition to normalcy and a gradual return to taxable activities. The revenue shortfall projections include FY 2021-22, as there will be delayed revenue impacts from multiple sources, including business license taxes (based on prior year receipts). If strict stay-at-home orders remain in place through the summer of 2020, there will be additional significant revenue losses—adding billions to overall city shortfalls. Over 250 cities, encompassing all of California's diverse geographies and city sizes, participated in the League's COVID-19 Fiscal Impact Survey. The survey requested primary source data on projected revenue losses in key, general revenue categories, and local impacts to city services and operations. The survey data reinforces projections produced from an in depth financial model built from annual reports by the State Controller and the California Department of Tax and Fee Administration, survey data, granular analysis by government revenue specialists, industry specific outlooks, and forecasts from respected economists.

COVID-19

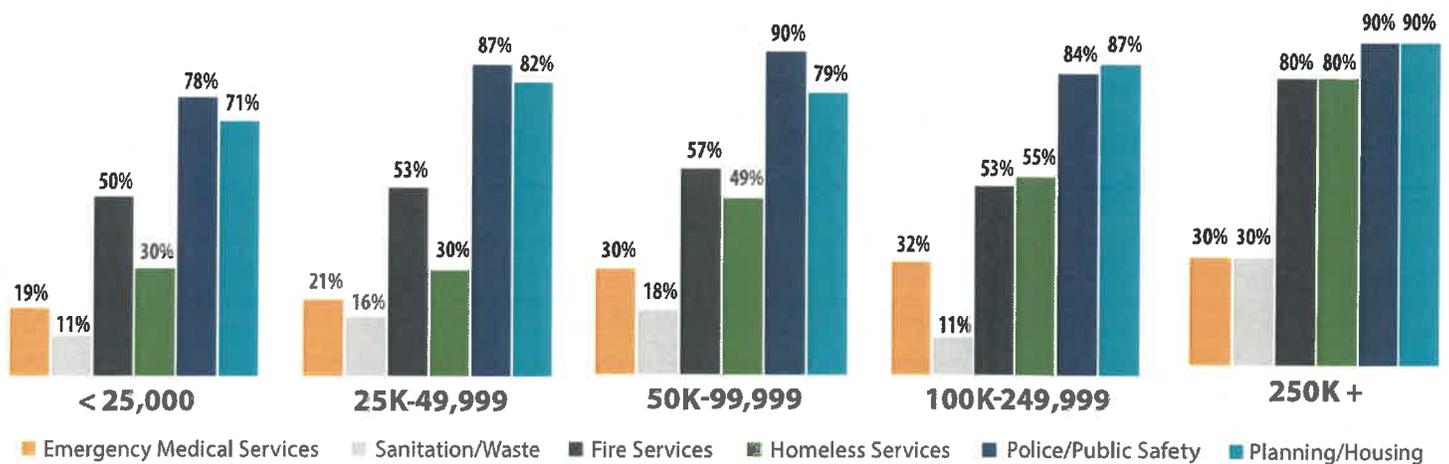
Fiscal Impact on City Employees and Services

Cities are facing a nearly **\$7 billion revenue shortfall** over the next two years due to the COVID-19 pandemic and response. According to a League of California Cities data analysis, this shortfall grows by billions of dollars as modified stay-at-home orders extend into the summer months and beyond. **Without relief, California city employees will lose their jobs.**

100% of California cities, regardless of population size, **face projected revenue loss this year.** As a result, **9** out of **10** cities are considering **layoffs or employee furloughs,** or **cutting public services.** **3** out of **4** are considering doing both.

Core Services Face Significant Impacts Regardless of City Size

Percentage of cities by population



Cities are required by law to balance their budgets, leaving **essential city services on the chopping block.** This means fewer firefighters and police officers to answer emergency calls, reduced garbage pick up frequency, and limited opening hours for parks and senior centers.

Together, we must fight to support local recovery.

From the state government we need **\$7 billion in direct and flexible funding** to support critical local services and CARES Act funding for all cities for COVID-19-related expenditures. From the federal government we need **\$500 billion in direct and flexible funding** for all cities nationwide to support critical local services.

Californians depend on it.



Join the coalition!
Go to www.supportlocalrecovery.org

For more info email
supportlocalrecovery@cacities.org



Support Local RECOVERY

Vibrant cities. Strong economies.

Cities are bracing for a nearly **\$7 billion general revenue shortfall** over the next two fiscal years. All cities, regardless of size and geography, are impacted. This will mean cuts and furloughs to city staff and a reduction to core services to the public. **Together, we must fight to support local recovery. Californians depend on it.**

Join the coalition!

Yes, I/we want to join the Support Local Recovery coalition with the League of California Cities to call on the state to secure \$7 billion in direct and flexible funding to support critical local services and secure CARES Act funding for all cities for COVID-19 related expenditures, and the federal government to secure \$500 billion in direct and flexible funding for all cities nationwide to support critical local services.

Please select a category:

Organization

Individual

Elected

Please complete the following information:

Organization/Company (if applicable)

First Name

Last Name

Title/Occupation

Mailing Address

City

State

Zip

Email

Phone

Signature

Date

By completing this form, you agree to be listed as a supporter in campaign materials. You will be signed up to receive email updates and can unsubscribe anytime. Note: Title and organization are for identification purposes only.

Please email this completed form to: supportlocalrecovery@cacities.org

For more information, please call Bismarck Obando at (916) 607-0873 or email supportlocalrecovery@cacities.org.

www.supportlocalrecovery.org



Item No. 9 (M)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING ESTABLISHING THE APPROPRIATIONS LIMIT FROM TAX PROCEEDS FOR FY 2020-21

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution establishing the appropriations limit from tax proceeds for the FY 2020-21.

BACKGROUND:

On June 11, 2019, the City Council adopted the Biennial Budget for the FY 2019-20 / FY 2020-21. On May 26, 2020, staff presented and Council adopted significant amendments to the FY 2020-21 budget due to revenue reductions related to the COVID-19 pandemic. In May 2020 the California Department of Finance issued new Price Factor and Population Information for the purpose of calculating the Appropriations Limit in accordance with California Revenue and Taxation Code Section 2227.

DISCUSSION:

On an annual basis in accordance with California Revenue and Taxation Code Section 2227, the City of King is required to establish the appropriations limit related the adopted budget for the fiscal year. Proposition 4 was passed by the voters in 1979, which established a State Constitutional limit on spending for each municipal agency based upon a formula that is calculated each fiscal year. The City's "Gann Limit" was calculated to be \$19,652,812 for FY 2020-21. Since the City's General Fund expenditures are substantially less than this amount, the adopted amended budget for FY 2020-21 is in compliance with the Appropriations Limit.

**CITY COUNCIL
CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF KING ESTABLISHING THE APPROPRIATIONS LIMIT FROM TAX
PROCEEDS FOR THE FY 2020-21
JUNE 9, 2020
PAGE 2 OF 2**

COST ANALYSIS:

There is no financial cost to the adoption of the FY 2020-21 Appropriations Limitation for FY 2020-21.

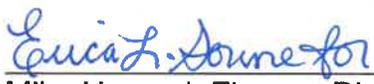
ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Resolution establishing the Appropriations Limit for FY 2020-21
2. Do not adopt the Resolution; or
3. Provide additional direction to staff.

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

EXHIBIT (A)

FISCAL YEAR 2020-2021 APPROPRIATIONS LIMITATION

Article XIII B of the California Constitution specifies that "Appropriations made by State and Local Governments may increase annually by a Factor comprised of the Change in Population combined either with the Change in California Per Capital Personal Income or the Local Assessment Roll due to Local Nonresidential Construction."

Per Capita Change	3.73%	Converted to a Factor		1.0373
Population Change	1.77%	Converted to a Factor		1.0177
Ratio of Change	1.0373	(x)	1.0177	(=) 1.0557
2019-2020 Appropriations Limit:				\$18,615,906
Factor				1.0557
2020-2021 Appropriations Limit:				\$19,652,812

The Amount subject to the Appropriations Limit is calculated as follows:

2020-2021 PROPOSED BUDGET

(1)	Property Taxes	\$1,116,500
(2)	Sales and Use Tax	\$2,441,000
(3)	Utility Users Tax	\$257,500
(4)	Business License Tax	\$69,000
(5)	Transient Occupancy Tax	\$360,000
(6)	Other Taxes: - Real Estate Transfer Tax - Homeowner's Property Tax Relief (HOPTR)	\$31,500
(7)	Interest (Prorated)	\$3,000
(8)	Motor Vehicle In-Lieu Tax	\$950,000
(9)	Cultivation Tax	\$375,000
	Total Amount subject to Limitations	\$5,603,500

EXHIBIT (B)

**CALIFORNIA
DEPARTMENT OF FINANCE
FISCAL YEAR 2020-2021
SUPPORTING
DOCUMENTATION**



May 2020

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER
Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

2020-21:

Per Capita Cost of Living Change = 3.73 percent
 Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio: $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21: $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2019-2020	1-1-19	1-1-20	1-1-2020
Monterey				
Carmel-By-The-Sea	0.25	3,939	3,949	3,949
Del Rey Oaks	-0.72	1,674	1,662	1,662
Gonzales	-0.70	8,566	8,506	8,506
Greenfield	0.97	18,109	18,284	18,284
King City	1.77	14,540	14,797	14,797
Marina	-1.62	22,688	22,321	22,321
Monterey	-1.45	24,554	24,199	28,170
Pacific Grove	-0.62	15,360	15,265	15,265
Salinas	-0.08	162,353	162,222	162,222
Sand City	0.52	383	385	385
Seaside	-2.10	29,964	29,335	33,537
Soledad	0.36	17,128	17,190	25,301
Unincorporated	-0.15	106,396	106,234	106,744
County Total	-0.31	425,654	424,349	441,143

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



Item No. 9(N)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF ADJUSTMENT TO THE FY 2020-21
BUDGET WASTEWATER FUND**

RECOMMENDATION:

It is recommended the City Council approve an increase of \$75,000 to the FY 2020-21 Budget Wastewater Fund for the acquisition of a backup generator.

BACKGROUND:

At the May 26, 2020 meeting, the City Council approved adjustments to the General Fund for FY 2020-21. Staff has now completed a review of the Wastewater Fund to determine additional budget adjustments.

DISCUSSION:

There is only one adjustment recommended to the Wastewater Fund in FY 2020-21 at this time. In FY 2019-20, \$75,000 was budgeted in Account 18-412-570.300 for purchase of a backup generator for the wastewater treatment plant. That project has been delayed due to COVID-19. Therefore, the funding needs to be re-appropriated in FY 2020-21 so the project can be completed.

COST ANALYSIS:

The recommendation will increase the budget for the Wastewater Fund by \$75,000 in FY 2020-21, but it is a carryover from FY 2019-20. Therefore, there is no net impact to the Biennial Budget.

**CITY COUNCIL
CONSIDERATION OF ADJUSTMENT TO THE FY 2020-21 BUDGET
WASTEWATER FUND
JUNE 9, 2020
PAGE 2 OF 2**

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 recommendation;
2. Do not approve the budget amendment and cancel the backup generator purchase;
3. Delay the purchase an additional year; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(0)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONFIRMATION OF ELECTION OF KING CITY VOLUNTEER FIRE DEPARTMENT OFFICERS AND ENGINEERS

RECOMMENDATION:

It is recommended the City Council: 1) approve confirmation of the election of the following 2020-21 King City Volunteer Fire Department Officers; 2) approve appointment of the following Chief Engineer and First Assistant Engineer; and 3) approve confirmation of other following engineer positions:

- Chief: Russ Nichols
- First Assistant Chief: Matthew Owens
- Second Assistant Chief: Michael Hearne
- Secretary/Treasurer: Tom Nuck
- Chief Engineer: Steve Rianda
- First Assistant Engineer: John Nuno
- Second Assistant Engineer: Carlos Perez, Jr.
- Third Assistant Engineer: Mark Silveira
- Fourth Assistant Engineer: Ty Caulk
- Fifth Assistant Engineer: Jim Stephenson
- Sixth Assistant Engineer: Cole Lambert

BACKGROUND:

Section 2.20.030 of the King City Municipal Code sets forth that Fire Chief, First Assistant Chief, Second Assistant Chief, Secretary and Treasurer shall be elected from among the members of the Volunteer Fire Department and subject to confirmation by the City Council. The election is to be held on the first Tuesday in June of each year and the confirmation shall take place at the first meeting of the City Council following the election.

**CITY COUNCIL
CONSIDERATION OF CONFIRMATION OF ELECTION OF KING CITY
VOLUNTEER FIRE DEPARTMENT OFFICERS AND ENGINEERS
JUNE 9, 2020
PAGE 2 OF 2**

In addition, the City Council shall appoint the Chief Engineer and First Assistant Engineer. These Engineers shall select a second, third, fourth, fifth and sixth assistant engineer, subject to approval of the City Council.

DISCUSSION:

The King City Volunteer Fire Department held their election of officers and selection of engineers. Per the King City Municipal Code, the list of officers and engineers is now presented to the City Council for consideration of confirmation and appointment. The only change from last year is Jim Stephenson, selected as a new Assistant Engineer to fill a vacancy.

COST ANALYSIS:

There is no cost associated with this proposed action.

ENVIRONMENTAL REVIEW:

The confirmation and appointments are not considered a project for the purposes of CEQA and have 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. Approve the confirmation;
2. Provide direction to staff to request changes to the confirmation and/or appointments;
3. Do not approve the proposed action and direct staff to amend the process in the Municipal Code; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(P)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF LETTER OF SUPPORT FOR STATE FUNDING FOR FAIRGROUNDS

RECOMMENDATION:

It is recommended the City Council approve and authorize the Mayor to sign a letter urging the State to maintain funding for the Fairgrounds.

BACKGROUND:

The Salinas Valley Fair has been significantly impacted by the cancellation of the annual Fair and other events. To make matters worse, the State has indicated that Fairs should not expect funding in the FY 2020-21 budget due to their revenue shortfall. As a result, there is an effort to lobby the State being organized by the California Fairs Alliance. King City's State Assembly Member, Robert Rivas, serves as Chair of the Joint Committee on Fairs Allocation and Classification. Therefore, the City has been asked to assist by sending a letter of support.

DISCUSSION:

The Salinas Valley Fairgrounds plays an important part in the City's economy by hosting events that bring people into King City from outside areas, who then support local businesses. It also improves quality of life by providing a venue for a variety of activities and events that serve the local community. A letter of support has been prepared, which is attached for City Council consideration.

The California Fairs Alliance put together an informational flyer on the importance of the funding titled "Why Fairgrounds Matter," which is attached. Statewide, their studies have shown that they generate more than \$3.5 billion in annual economic impact while contributing over \$200 million in tax revenue to local and state government. In addition, they play an important role during disasters. The Salinas Valley Fairgrounds is identified in the City's Emergency Plan as King

**CITY COUNCIL
CONSIDERATION OF LETTER OF SUPPORT FOR STATE FUNDING FOR
FAIRGROUNDS
JUNE 9, 2020
PAGE 2 OF 2**

City's primary emergency shelter site during a disaster, and it is also identified for emergency shelter purposes in the County's disaster response plans.

COST ANALYSIS:

No cost impact is associated with this action.

ENVIRONMENTAL REVIEW:

This action 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 provided for Council consideration:

1. Approve letter;
2. Modify and approve letter;
3. Do not approve supporting this effort; or
4. Provide other direction to staff.

Exhibits:

1. Letter
2. California Fairs Alliance Informational Flyer

Prepared and Approved by:



Steven Adams, City Manager



June 10, 2020

The Honorable Robert Rivas
California State Assembly, District 30
California State Capitol Office, Room 5158
P.O. Box 942849
Sacramento, CA 94249-0030

RE: Emergency Funding for the Network of California Fairs

Dear Assembly Member Rivas:

On behalf of the City of King, we urge you to support State funding for California Fairs and to assist in obtaining funding through your position as Chair of the Joint Committee on Fairs Allocation and Classification. The City Council of the City of King voted unanimously at its last meeting to support this request.

The State recently indicated that Fairs should not expect funding in the FY 2020-21 budget due to the revenue shortfall. This comes at a bad time since the Salinas Valley Fair, located in King City, has been significantly impacted by the cancellation of the annual Fair and other events. The cost of canceled events throughout the State and the closure of California's 76 Fairs is estimated at \$200 million.

The Salinas Valley Fairgrounds plays an important part in our local economy by hosting events that bring people into King City from outside areas, who then support local businesses. It also improves the quality of life by providing a venue for a variety of activities and events that serve the local community.

This is only an example of how important this issue is to our community, but the same situation exists for communities throughout California. Statewide, studies have shown that fairs generate more than \$3.5 billion in annual economic impact while contributing over \$200 million in tax revenue to local and state government. In addition, they play an important role during disasters. For example, the Salinas Valley Fairgrounds is identified in the City's Emergency Plan as King City's primary emergency shelter site during a disaster, and it is also identified for emergency shelter purposes in the County's disaster response plans.

We appreciate your consideration of our input. Please contact us if you would like any additional information.

Sincerely,

Mike LeBarre
Mayor

CALIFORNIA FAIRGROUNDS

Emergency Funding for the Network of California Fairs

76 FAIRGROUNDS IN CALIFORNIA

representing all 58 counties serve more than 35 million Californians that visited fairgrounds. Fairgrounds preserve 30,000 jobs annually

FAIRGROUNDS ARE THE HEARTBEAT

Fairgrounds are often the heartbeat of their community generating over \$35 million in non-profit and community benefits

REVENUE GENERATION

Fairgrounds generate more than \$3.5 billion in annual economic impact while contributing over \$200 million in tax revenue to local and state government.

EMERGENCY SERVICES

During natural disasters Fairgrounds serve as command centers for Office of Emergency Services, Homeland Security, Law Enforcement, and FEMA. Fairgrounds serve as hospitals, homeless shelters, warming and cooling centers, and drive-thru testing facilities. Fairgrounds are a community lifeline during: earthquakes, floods, wildfires. Essential shelters for rescued animals. Fairgrounds receive no revenue for these services.

WHY FAIRGROUNDS MATTER

Fairgrounds are an essential part of the infrastructure necessary for the state to effectively respond in natural disasters and emergencies. During wildfires, Fairgrounds stage emergency vehicles and fire equipment, shelter displaced residents and animals, and generally support the community efforts to cope

with each emergency. As an example, several Fairgrounds are currently serving as coronavirus testing centers, command centers for the Office of Emergency Services, or homeless shelters to help the state's effort to deal with the myriad of issues resulting from the Covid-19 pandemic. California Fairgrounds receive no revenue for providing these necessary services.

GROUND FOR EMERGENCY

The cost of canceled events and the closure of California's 76 Fairs is estimated at \$200 million based on 2018 figures, additional liabilities to date and inflation. California's 76 Fairs operate with collective revenue of \$420,055,785 and collective expense of \$392,585,565, per the 2018 CDFA Statement of Operations (STOP).

GROUND FOR CONCERN

- Fair funding in decline
- Aging infrastructure of State Facilities
- At risk: More than \$3.5 billion in annual economic impact
- At risk: More than 30,000 jobs tied to Fairgrounds
- At risk: More than \$200 million in tax revenue generated annually
- At risk: More than \$35 million in non-profit and community benefits

Based on data from the California Department of Food and Agriculture, the California Fair Network incurred more than \$330 million in expenditures in 2018. It is estimated the Network would need at least \$200 million to cover outstanding costs for the remainder of 2020. Most fairs will also need assistance through the first and second quarter of 2021 as they prepare to host events again, like the Annual Fair.

We respectfully request your help during these unprecedented challenging times by appropriating \$300 million in emergency assistance to the Network of California Fairs. Without this level of support, many fairs will close.



Perhaps no institution more positively touches more citizens and more communities than the state's vast network of Fairgrounds, which are the heartbeat of urban, rural and suburban California.
— Former United States Rep. Dennis Cardona (D-Mudesto)



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**BY: PATRICK MATHEWS, GENERAL MANAGER, SALINAS VALLEY
SOLID WASTE AUTHORITY GENERAL MANAGER
ELIA ZAVALA, CONTRACTS AND GRANTS ANALYST, SALINAS
VALLEY SOLID WASTE AUTHORITY**

**RE: CONSIDERATION OF USA WASTE OF CALIFORNIA (DBA WASTE
MANAGEMENT) GARBAGE AND RECYCLING COLLECTION
SERVICE FEES FOR FISCAL YEAR 2020-21**

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving Waste Management's garbage and recycling collection adjusted rates for Fiscal Year 2020-21 effective July 1, 2020, resulting in a 2.18% increase.

BACKGROUND:

The City's Revised and Restated Franchise Agreement (Agreement) with USA Waste of California, dba Waste Management for the subject services was approved on June 27, 2017. The Agreement provides for annual rate adjustments to occur on July 1st of every year for the duration of the agreement. City staff and Salinas Valley Solid Waste Authority (SVSWA), the City's franchise agreement administrator, have reviewed Waste Management's proposed rate increases and find them reasonable and within the terms of the Franchise Agreement.

DISCUSSION:

Waste Management rates are composed of six rate components and the City's franchise fee. Each year adjustments to these components are calculated based upon the franchisee's financial results for the period of January through December of the previous year. Each component is then assigned a percentage weight based on the proportionate share of its rate component costs to the total cost.

**CITY COUNCIL
 CONSIDERATION OF USA WASTE OF CALIFORNIA (DBA WASTE
 MANAGEMENT) GARBAGE AND RECYCLING COLLECTION SERVICE FEES
 FOR FISCAL YEAR 2020-21
 JUNE 9, 2020
 PAGE 2 OF 3**

The 2.18% Fee Adjustment for Fiscal Year 2020-21 is broken down into the different fee components as follows:

• WM Service Fee Annual CPI	2.00%
• WM Diesel Fuel	-0.29%
• WM Recycling Processing Fee*	0.47% (explanation below)
• SVSWA Landfill Disposal	0.00%
• SVSWA AB 939 Programs	0.00%
• SVSWA Organic Waste Processing	0.00%
• SVSWA Waste Transfer	<u>0.00%</u>
TOTAL	2.18%

As you can see from the breakdown above, the majority of the increase is attributed to the annual CPI (consumer price index) adjustment.

Please note that these items are established by contract in the franchise agreement. Therefore, the only way to deny or modify a rate increase is to be able to demonstrate that the basis for the rate increase was not calculated properly. The City contracts with the Salinas Valley Waste Authority to manage the franchise agreement. Therefore, they review and make a determination for the City on the accuracy of rate request. They have made the determination that the current request complies with the terms of the franchise agreement.

The recycling industry has experienced a 180 degree turn from a sellable product to an added expense for processing. In FY 2019-20, Waste Management added a recycling processing fee to recover the increased costs for recycling materials. King City's recyclable materials are processed at the Monterey Regional Waste Management District's (MRWMD) Materials Recovery Facility near Marina at \$40 per ton. The FY 2019-20 rate adjustment included an increase to recover these added costs. However, it was not sufficient to cover the full added franchise fee costs because 0.47% was deferred to FY 2020-21. Section 7.3 of the franchise agreement allows Waste Management to coverer these costs.

The table below reflects the 2.18% fee increase allocated to the respective monthly rate components to a residential customer with a 35-gallon garbage container and to a commercial customer with a 3-cubic yard bin with weekly service. Therefore, as you can see, the increase will result in an increased cost of approximately 77 cents per month for a typical residential customer.

**CITY COUNCIL
 CONSIDERATION OF USA WASTE OF CALIFORNIA (DBA WASTE
 MANAGEMENT) GARBAGE AND RECYCLING COLLECTION SERVICE FEES
 FOR FISCAL YEAR 2020-21
 JUNE 9, 2020
 PAGE 3 OF 3**

Weekly Service	Residential 35 gal cart	Commercial 3cy bin
Current Rate 7/1/19	\$35.10	\$333.62
WM CPI	0.70	6.67
WM Fuel	-0.10	-0.97
WM Recycling Processing	0.17	1.59
SVSWA Disposal	0	0
SVSWA AB939	0	0
SVSWA Organics	0	0
SVSWA Transfer	0	0
Proposed Rate 7/1/19	\$35.87	\$340.91
Increase Amount	\$0.77	\$7.29

COST ANALYSIS:

It is projected that these changes will increase franchise revenue to the City approximately \$12,000 per year.

ENVIRONMENTAL REVIEW:

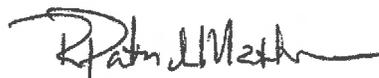
The fees are not considered a “project” for the purposes of the California Environmental Quality Act (CEQA). Therefore, the fee adjustments do not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are presented for City Council consideration:

1. Approve staff’s recommendations;
2. Request additional analysis on any of the specific components of the rate increase to potentially justify a modification to the rate increase;
3. Direct staff to negotiate any desired changes that may impact the rate increase; or
4. Provide staff other direction.

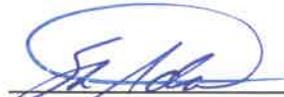
Submitted by:



Patrick Mathews, General Manager/CAO, Salinas Valley Solid Waste Authority

**CITY COUNCIL
CONSIDERATION OF USA WASTE OF CALIFORNIA (DBA WASTE
MANAGEMENT) GARBAGE AND RECYCLING COLLECTION SERVICE FEES
FOR FISCAL YEAR 2020-21
JUNE 9, 2020
PAGE 4 OF 3**

Approved by:



Steven Adams, City Manager

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING USA
WASTE OF CALIFORNIA (WASTE MANAGEMENT) FISCAL YEAR 2019-20
GARBAGE COLLECTION AND DISPOSAL RATES EFFECTIVE JULY 1, 2020**

WHEREAS, the City of King (City) has contracted for solid waste, recycling, and organic waste collection and processing services through a Franchise with Waste Management since 1996; and

WHEREAS, the current Revised and Restated Franchise Agreement approved on June 27, 2017, contains a provision for a Consumer Price Index (CPI) variable escalation of the service and fuel components on July 1st of each subsequent year during the term of the Franchise; and

WHEREAS, Waste Management has requested an annual CPI adjustment and an increased recycling processing fee in accordance to the Franchise Agreement terms, along with disposal rate pass-throughs imposed by Salinas Valley Solid Waste Authority for 2020-21; and

WHEREAS, the existing Franchise Agreement contains a provision that allows Council to adopt appropriate services fees for each account or special service and approve annual adjustments of the corresponding rates; and

WHEREAS, City Staff and Salinas Valley Solid Waste Authority, as Contract Administrator, have reviewed Waste Management's proposed increases to the service fees and found them to be reasonable and consistent with the terms of the agreement; and

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of King that the Council hereby approves the Fiscal Year 2020-21 Garbage Collection and Disposal Rates, as set forth in the form attached hereto and marked "Exhibit 1" and by this reference incorporated herein, to become effective July 1, 2020.

This resolution was passed and adopted this 9th day of June, 2020 by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

EXHIBIT 1 - Rate Table

DESCRIPTION OF SERVICES	Total Customer Rate Eff 7/1/19	RRI Adjustment	Total Customer Rate Eff 7/1/20
	100.0%	2.18%	100.0%
RESIDENTIAL			
1-20 GAL CART/WEEK MSW	\$26.58	\$0.58	\$27.16
1-35 GAL CART/WEEK MSW	\$35.10	\$0.77	\$35.87
1-64 GAL CART/WEEK MSW	\$44.00	\$0.96	\$44.96
1-96 GAL CART/WEEK MSW	\$52.06	\$1.14	\$53.20
1-64 GAL CART/WEEK Recycle (additional per cart)	\$35.21	\$0.77	\$35.98
1-96 GAL CART/WEEK Recycle (additional per cart)	\$41.65	\$0.91	\$42.56
1-64 GAL CART/WEEK Yard Waste (additional per cart)	\$39.60	\$0.87	\$40.47
1-96 GAL CART/WEEK Yard Waste (additional per cart)	\$46.85	\$1.02	\$47.87
BULKY COLLECTION PER YARD (Doesn't include trip charge)	\$28.69	\$0.63	\$29.32
BULKY COLLECTION TRIP PER STOP	\$33.17	\$0.72	\$33.89
OVERAGE - MATERIAL EXCEEDS CONTAINER CAPACITY - PER BAG	\$10.63	\$0.23	\$10.86
1-20 GAL EXTRA PICK-UP ON SVC DAY (EACH)	\$4.58	\$0.10	\$4.68
1-35 GAL EXTRA PICK-UP ON SVC DAY (EACH)	\$4.58	\$0.10	\$4.68
1-64 GAL EXTRA PICK-UP ON SVC DAY (EACH)	\$9.15	\$0.20	\$9.35
1-96 GAL EXTRA PICK-UP ON SVC DAY (EACH)	\$13.77	\$0.30	\$14.07
TRIP CHARGE PER STOP	\$33.17	\$0.72	\$33.89
Reactivation Charge (from bad pay) with delivery	\$116.45	\$2.54	\$118.99
Reactivation Charge (from bad pay) without delivery	\$61.65	\$1.35	\$63.00
Home Composting Unit	\$73.97	\$1.62	\$75.59
Home Composting Unit - Delivery Charge	\$33.17	\$0.72	\$33.89
Backyard service. (Cannot exceed 100 ft)	\$30.15	\$0.66	\$30.81
Replace lost, stolen, or damaged cart - 20 gallon	\$102.00	\$2.23	\$104.23
Replace lost, stolen, or damaged cart - 35 gallon	\$102.00	\$2.23	\$104.23
Replace lost, stolen, or damaged cart - 64 gallon	\$108.68	\$2.37	\$111.05
Replace lost, stolen, or damaged cart - 96 gallon	\$118.55	\$2.59	\$121.14
CSR process payment over the phone	\$10.97	\$0.24	\$11.21
Bad/Return Check	\$25.00	\$0.55	\$25.00
Late Payment charge	2.5% of balance (\$5.00 min. Chg.)		2.5% of balance (\$5.00 min. Chg.)
1-20 GAL EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$43.08	\$0.94	\$44.02
1-35 GAL EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$43.08	\$0.94	\$44.02
1-64 GAL EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$47.64	\$1.04	\$48.68
1-96 GAL EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$52.25	\$1.14	\$53.39
1-64 GAL CONTAMINATION (RECYCLE/GREEN WASTE)	\$15.25	\$0.33	\$15.58
1-96 GAL CONTAMINATION (RECYCLE/GREEN WASTE)	\$18.04	\$0.39	\$18.43
COMMERCIAL AND MULTIPLE DWELLING CART SERVICE - MSW			
1-35 GAL CART 1X PER WEEK	\$38.74	\$0.85	\$39.59
1-35 GAL CART 2X PER WEEK	\$76.71	\$1.68	\$78.39
1-35 GAL CART 3X PER WEEK	\$115.45	\$2.52	\$117.97
1-35 GAL CART 4X PER WEEK	\$154.19	\$3.37	\$157.56
1-35 GAL CART 5X PER WEEK	\$192.93	\$4.22	\$197.15
1-64 GAL CART 1X PER WEEK	\$46.74	\$1.02	\$47.76
1-64 GAL CART 2X PER WEEK	\$92.55	\$2.02	\$94.57
1-64 GAL CART 3X PER WEEK	\$139.29	\$3.04	\$142.33
1-64 GAL CART 4X PER WEEK	\$186.03	\$4.06	\$190.09
1-64 GAL CART 5X PER WEEK	\$232.78	\$5.09	\$237.87
1-96 GAL CART 1X PER WEEK	\$55.69	\$1.22	\$56.91
1-96 GAL CART 2X PER WEEK	\$110.25	\$2.41	\$112.66
1-96 GAL CART 3X PER WEEK	\$165.95	\$3.63	\$169.58
1-96 GAL CART 4X PER WEEK	\$221.63	\$4.84	\$226.47
1-96 GAL CART 5X PER WEEK	\$277.32	\$6.06	\$283.38

APPENDIX B - Rate Table

DESCRIPTION OF SERVICES	Total Customer Rate Eff 7/1/19	RRI Adjustment	Total Customer Rate Eff 7/1/20
	100.0%	2.18%	100.0%
COMMERCIAL AND MULTIPLE DWELLING BIN SERVICE - MSW			
<u>1 CY BINS</u>			
1 PICK-UP PER WEEK	\$147.53	\$3.22	\$150.75
2 PICK-UPS PER WEEK	\$292.61	\$6.39	\$299.00
3 PICK-UPS PER WEEK	\$437.72	\$9.56	\$447.28
4 PICK-UPS PER WEEK	\$585.23	\$12.79	\$598.02
5 PICK-UPS PER WEEK	\$730.34	\$15.96	\$746.30
<u>2 CY BINS</u>			
1 PICK-UP PER WEEK	\$235.71	\$5.15	\$240.86
2 PICK-UPS PER WEEK	\$451.69	\$9.87	\$461.56
3 PICK-UPS PER WEEK	\$677.02	\$14.79	\$691.81
4 PICK-UPS PER WEEK	\$910.81	\$19.90	\$930.71
5 PICK-UPS PER WEEK	\$1,146.55	\$25.05	\$1,171.60
<u>3 CY BINS</u>			
1 PICK-UP PER WEEK	\$333.62	\$7.29	\$340.91
2 PICK-UPS PER WEEK	\$550.00	\$12.02	\$562.02
3 PICK-UPS PER WEEK	\$706.85	\$15.44	\$722.29
4 PICK-UPS PER WEEK	\$923.24	\$20.17	\$943.41
5 PICK-UPS PER WEEK	\$1,067.60	\$23.32	\$1,090.92
<u>4 CY BINS</u>			
1 PICK-UP PER WEEK	\$440.54	\$9.62	\$450.16
2 PICK-UPS PER WEEK	\$687.32	\$15.02	\$702.34
3 PICK-UPS PER WEEK	\$933.52	\$20.40	\$953.92
4 PICK-UPS PER WEEK	\$1,178.72	\$25.75	\$1,204.47
5 PICK-UPS PER WEEK	\$1,424.35	\$31.12	\$1,455.47
<u>6 CY BINS</u>			
1 PICK-UP PER WEEK	\$550.17	\$12.02	\$562.19
2 PICK-UPS PER WEEK	\$1,100.16	\$24.04	\$1,124.20
3 PICK-UPS PER WEEK	\$1,296.39	\$28.32	\$1,324.71
4 PICK-UPS PER WEEK	\$1,846.52	\$40.34	\$1,886.86
5 PICK-UPS PER WEEK	\$2,452.60	\$53.58	\$2,506.18
<u>8 CY BINS</u>			
1 PICK-UP PER WEEK	\$666.69	\$14.57	\$681.26
2 PICK-UPS PER WEEK	\$1,346.91	\$29.43	\$1,376.34
3 PICK-UPS PER WEEK	\$1,542.60	\$33.70	\$1,576.30
4 PICK-UPS PER WEEK	\$2,091.71	\$45.70	\$2,137.41
5 PICK-UPS PER WEEK	\$2,698.25	\$58.95	\$2,757.20
COMMERCIAL AND MULTIPLE DWELLING CART SERVICE - RECYCLE			
1-96 GAL CART 1X PER WEEK	\$0.00	\$0.00	\$0.00
1-96 GAL CART 2X PER WEEK	\$0.00	\$0.00	\$0.00
1-96 GAL CART 3X PER WEEK	\$16.70	\$0.36	\$17.06
1-96 GAL CART 4X PER WEEK	\$33.08	\$0.72	\$33.80
1-96 GAL CART 5X PER WEEK	\$49.78	\$1.09	\$50.87
COMMERCIAL AND MULTIPLE DWELLING BIN SERVICE - RECYCLE			
<u>1 CY BINS</u>			
1 PICK-UP PER WEEK	\$0.00	\$0.00	\$0.00
2 PICK-UPS PER WEEK	\$44.26	\$0.97	\$45.23
3 PICK-UPS PER WEEK	\$87.77	\$1.92	\$89.69
4 PICK-UPS PER WEEK	\$131.32	\$2.87	\$134.19
5 PICK-UPS PER WEEK	\$175.57	\$3.84	\$179.41

APPENDIX B - Rate Table

DESCRIPTION OF SERVICES	Total Customer Rate Eff 7/1/19	RRI Adjustment	Total Customer Rate Eff 7/1/20
	100.0%	2.18%	100.0%
<u>2 CY BINS</u>			
1 PICK-UP PER WEEK	\$44.26	\$0.97	\$45.23
2 PICK-UPS PER WEEK	\$87.77	\$1.92	\$89.69
3 PICK-UPS PER WEEK	\$131.32	\$2.87	\$134.19
4 PICK-UPS PER WEEK	\$175.57	\$3.84	\$179.41
5 PICK-UPS PER WEEK	\$219.10	\$4.79	\$223.89
<u>3 CY BINS</u>			
1 PICK-UP PER WEEK	\$70.72	\$1.55	\$72.27
2 PICK-UPS PER WEEK	\$135.51	\$2.96	\$138.47
3 PICK-UPS PER WEEK	\$203.11	\$4.44	\$207.55
4 PICK-UPS PER WEEK	\$273.24	\$5.97	\$279.21
5 PICK-UPS PER WEEK	\$343.97	\$7.51	\$351.48
<u>4 CY BINS</u>			
1 PICK-UP PER WEEK	\$100.09	\$2.19	\$102.28
2 PICK-UPS PER WEEK	\$165.00	\$3.60	\$168.60
3 PICK-UPS PER WEEK	\$212.05	\$4.63	\$216.68
4 PICK-UPS PER WEEK	\$276.98	\$6.05	\$283.03
5 PICK-UPS PER WEEK	\$320.27	\$7.00	\$327.27
<u>6 CY BINS</u>			
1 PICK-UP PER WEEK	\$120.79	\$2.64	\$123.43
2 PICK-UPS PER WEEK	\$242.27	\$5.29	\$247.56
3 PICK-UPS PER WEEK	\$257.60	\$5.63	\$263.23
4 PICK-UPS PER WEEK	\$378.38	\$8.27	\$386.65
5 PICK-UPS PER WEEK	\$516.68	\$11.29	\$527.97
<u>8 CY BINS</u>			
1 PICK-UP PER WEEK	\$155.76	\$3.40	\$159.16
2 PICK-UPS PER WEEK	\$316.29	\$6.91	\$323.20
3 PICK-UPS PER WEEK	\$331.47	\$7.24	\$338.71
4 PICK-UPS PER WEEK	\$451.95	\$9.87	\$461.82
5 PICK-UPS PER WEEK	\$590.37	\$12.90	\$603.27
<u>Commercial: Additional Recycle Carts or Additional Cart Service per Week</u>			
1-96 GAL CART 1X PER WEEK			
1-96 GAL CART 2X PER WEEK			
1-96 GAL CART 3X PER WEEK			
1-96 GAL CART 4X PER WEEK			
1-96 GAL CART 5X PER WEEK			
<u>Commercial: Additional Recycle Bins or Additional Bin Service per Week</u>			
<u>1 CY BINS</u>			
1 PICK-UP PER WEEK	\$44.26	\$0.97	\$45.23
2 PICK-UPS PER WEEK	\$87.77	\$1.92	\$89.69
3 PICK-UPS PER WEEK	\$131.32	\$2.87	\$134.19
4 PICK-UPS PER WEEK	\$175.57	\$3.84	\$179.41
5 PICK-UPS PER WEEK	\$219.10	\$4.79	\$223.89
<u>2 CY BINS</u>			
1 PICK-UP PER WEEK	\$70.72	\$1.55	\$72.27
2 PICK-UPS PER WEEK	\$135.51	\$2.96	\$138.47
3 PICK-UPS PER WEEK	\$203.11	\$4.44	\$207.55
4 PICK-UPS PER WEEK	\$273.24	\$5.97	\$279.21
5 PICK-UPS PER WEEK	\$343.97	\$7.51	\$351.48

A 96 gallon cart has capacity of approximately .50 cubic yards. Service of 2 carts or 2 lifts is deemed to equal one cubic yard.

96 gallon: After two 96 gallon services per week. Subsequent services per week will be charged at \$17.07 per cart per service day per week.
Example: To meet the One Cubic Yard at No Charge Criteria, 1-96 gallon cart serviced 2 times per week is no charge, or 2-96 gallon carts serviced

APPENDIX B - Rate Table

DESCRIPTION OF SERVICES	Total Customer Rate Eff 7/1/19	RRI Adjustment	Total Customer Rate Eff 7/1/20
	100.0%	2.18%	100.0%
<u>3 CY BINS</u>			
1 PICK-UP PER WEEK	\$100.09	\$2.19	\$102.28
2 PICK-UPS PER WEEK	\$165.00	\$3.60	\$168.60
3 PICK-UPS PER WEEK	\$212.05	\$4.63	\$216.68
4 PICK-UPS PER WEEK	\$276.98	\$6.05	\$283.03
5 PICK-UPS PER WEEK	\$320.27	\$7.00	\$327.27
<u>4 CY BINS</u>			
1 PICK-UP PER WEEK	\$132.16	\$2.89	\$135.05
2 PICK-UPS PER WEEK	\$206.20	\$4.50	\$210.70
3 PICK-UPS PER WEEK	\$280.07	\$6.12	\$286.19
4 PICK-UPS PER WEEK	\$353.61	\$7.73	\$361.34
5 PICK-UPS PER WEEK	\$427.30	\$9.34	\$436.64
<u>6 CY BINS</u>			
1 PICK-UP PER WEEK	\$165.06	\$3.61	\$168.67
2 PICK-UPS PER WEEK	\$330.05	\$7.21	\$337.26
3 PICK-UPS PER WEEK	\$388.92	\$8.50	\$397.42
4 PICK-UPS PER WEEK	\$553.95	\$12.10	\$566.05
5 PICK-UPS PER WEEK	\$735.79	\$16.08	\$751.87
<u>8 CY BINS</u>			
1 PICK-UP PER WEEK	\$200.01	\$4.37	\$204.38
2 PICK-UPS PER WEEK	\$404.07	\$8.83	\$412.90
3 PICK-UPS PER WEEK	\$462.78	\$10.11	\$472.89
4 PICK-UPS PER WEEK	\$627.51	\$13.71	\$641.22
5 PICK-UPS PER WEEK	\$809.47	\$17.68	\$827.15
<u>COMMERCIAL AND MULTIPLE DWELLING CART SERVICE - GREEN WASTE</u>			
1-64 GAL CART 1X PER WEEK	\$44.86	\$0.98	\$45.84
1-64 GAL CART 2X PER WEEK	\$88.84	\$1.94	\$90.78
1-64 GAL CART 3X PER WEEK	\$133.72	\$2.92	\$136.64
1-96 GAL CART 1X PER WEEK	\$53.45	\$1.17	\$54.62
1-96 GAL CART 2X PER WEEK	\$105.85	\$2.31	\$108.16
1-96 GAL CART 3X PER WEEK	\$159.31	\$3.48	\$162.79
<u>COMMERCIAL BIN SERVICE – ADDITIONAL CHARGES</u>			
1-35 GAL MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$71.41	\$1.56	\$72.97
1-64 GAL MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$74.15	\$1.62	\$75.77
1-96 GAL MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$77.07	\$1.68	\$78.75
1 CU BIN MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$85.62	\$1.87	\$87.49
2 CU BIN MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$102.75	\$2.24	\$104.99
3 CU BIN MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$119.87	\$2.62	\$122.49
4 CU BIN MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$136.99	\$2.99	\$139.98
6 CU BIN MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$171.24	\$3.74	\$174.98
8 CU BIN MSW EXTRA PICK-UP ON SVC DAY (EACH)	\$205.48	\$4.49	\$209.97
1-35 GAL MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$139.91	\$3.06	\$142.97
1-64 GAL MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$142.64	\$3.12	\$145.76
1-96 GAL MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$145.57	\$3.18	\$148.75
1 CU BIN MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$154.11	\$3.37	\$157.48
2 CU BIN MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$171.24	\$3.74	\$174.98
3 CU BIN MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$188.37	\$4.12	\$192.49
4 CU BIN MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$205.48	\$4.49	\$209.97
6 CU BIN MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$239.74	\$5.24	\$244.98
8 CU BIN MSW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$273.98	\$5.99	\$279.97

APPENDIX B - Rate Table

DESCRIPTION OF SERVICES	Total Customer Rate	RRI Adjustment	Total Customer Rate
	Eff 7/1/19		Eff 7/1/20
	100.0%	2.18%	100.0%
1-35 GAL RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$69.42	\$1.52	\$70.94
1-64 GAL RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$70.20	\$1.53	\$71.73
1-96 GAL RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$71.07	\$1.55	\$72.62
1 CU BIN RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$73.62	\$1.61	\$75.23
2 CU BIN RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$78.76	\$1.72	\$80.48
3 CU BIN RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$83.90	\$1.83	\$85.73
4 CU BIN RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$89.04	\$1.95	\$90.99
6 CU BIN RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$99.30	\$2.17	\$101.47
8 CU BIN RECY EXTRA PICK-UP ON SVC DAY (EACH)	\$109.56	\$2.39	\$111.95
1-35 GAL RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$137.92	\$3.01	\$140.93
1-64 GAL RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$138.70	\$3.03	\$141.73
1-96 GAL RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$139.56	\$3.05	\$142.61
1 CU BIN RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$142.12	\$3.10	\$145.22
2 CU BIN RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$147.27	\$3.22	\$150.49
3 CU BIN RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$152.39	\$3.33	\$155.72
4 CU BIN RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$157.53	\$3.44	\$160.97
6 CU BIN RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$167.80	\$3.67	\$171.47
8 CU BIN RECY EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$178.06	\$3.89	\$181.95
1-35 GAL GW EXTRA PICK-UP ON SVC DAY (EACH)	\$71.37	\$1.56	\$72.93
1-64 GAL GW EXTRA PICK-UP ON SVC DAY (EACH)	\$76.96	\$1.68	\$78.64
1-96 GAL GW EXTRA PICK-UP ON SVC DAY (EACH)	\$76.96	\$1.68	\$78.64
1-35 GAL GW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$139.87	\$3.06	\$142.93
1-64 GAL GW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$142.58	\$3.12	\$145.70
1-96 GAL GW EXTRA PICK-UP ON NON-SVC DAY (EACH)	\$145.45	\$3.18	\$148.63
Trip Charge On Service Day	\$68.50	\$1.50	\$70.00
Trip Charge On Non-Service Day	\$136.99	\$2.99	\$139.98
Delivery or Removal	\$205.48	\$4.49	\$209.97
Exchange Bin	\$205.48	\$4.49	\$209.97
Reactivation Charge (from bad pay) with delivery	\$267.15	\$5.84	\$272.99
Reactivation Charge (from bad pay) without delivery	\$61.65	\$1.35	\$63.00
Container Push Pull: 15-25 feet, Total Distance	\$7.95	\$0.17	\$8.12
Container Push Pull: 26-50 feet, Total Distance	\$13.98	\$0.31	\$14.29
Container Push Pull: 51-75 feet, Total Distance	\$26.64	\$0.58	\$27.22
Container Push Pull: 76+ feet, Total Distance	\$36.47	\$0.80	\$37.27
Lock Service Charge	\$2.27	\$0.05	\$2.32
Lock Sale or Replacement (WM provided lock)	\$47.95	\$1.05	\$49.00
Replace lost, stolen, or damaged bin - 1 cu yrd	\$1,038.40	\$22.69	\$1,061.09
Replace lost, stolen, or damaged bin - 1.5 cu yrd	\$1,040.22	\$22.73	\$1,062.95
Replace lost, stolen, or damaged bin - 2 cu yrd	\$1,213.75	\$26.52	\$1,240.27
Replace lost, stolen, or damaged bin - 3 cu yrd	\$1,348.91	\$29.47	\$1,378.38
Replace lost, stolen, or damaged bin - 4 cu yrd	\$1,535.21	\$33.54	\$1,568.75
Replace lost, stolen, or damaged bin - 6 cu yrd	\$1,752.58	\$38.29	\$1,790.87
Replace lost, stolen, or damaged bin - 8 cu yrd	\$1,972.47	\$43.09	\$2,015.56
Replace lost, stolen, or damaged cart - 20 gal	\$102.00	\$2.23	\$104.23
Replace lost, stolen, or damaged cart - 35 gal	\$102.00	\$2.23	\$104.23
Replace lost, stolen, or damaged cart - 64 gal	\$108.68	\$2.37	\$111.05
Replace lost, stolen, or damaged cart - 96 gal	\$118.55	\$2.59	\$121.14
3 Cubic Yard Instabin	\$225.14	\$4.92	\$230.06
4 Cubic Yard Instabin	\$226.94	\$4.96	\$231.90
CSR process payment over the phone	\$10.97	\$0.24	\$11.21
Bad/Return Check	\$25.00		\$25.00
Late Payment charge	2.5% of balance or \$5.00		2.5% of balance or \$5.00
	min chg.		min chg.
Overage - Material in Cart exceeds container capacity (EACH)	\$15.49	\$0.34	\$15.83
Overage - Material in Bin exceeds container capacity (EACH)	\$59.01	\$1.29	\$60.30

APPENDIX B - Rate Table

DESCRIPTION OF SERVICES	Total Customer Rate Eff 7/1/19	RRI Adjustment	Total Customer Rate Eff 7/1/20
DESCRIPTION OF SERVICES	100.0%	2.18%	100.0%
<u>CONTAMINATION CHARGES (BASED ON CONTAINER SIZE)</u>			
64 GALLON GREEN WASTE CART (EACH)	\$10.80	\$0.24	\$11.04
96 GALLON GREEN WASTE CART (EACH)	\$12.87	\$0.28	\$13.15
64 GALLON RECYCLE CART (EACH)	\$10.80	\$0.24	\$11.04
96 GALLON RECYCLE CART (EACH)	\$12.87	\$0.28	\$13.15
1 CUBIC RECYCLE YARD CONTAINER (EACH)	\$34.06	\$0.74	\$34.80
2 CUBIC RECYCLE YARD CONTAINER (EACH)	\$54.45	\$1.19	\$55.64
3 CUBIC RECYCLE YARD CONTAINER (EACH)	\$77.06	\$1.68	\$78.74
4 CUBIC RECYCLE YARD CONTAINER (EACH)	\$101.74	\$2.22	\$103.96
6 CUBIC RECYCLE YARD CONTAINER (EACH)	\$127.05	\$2.78	\$129.83
8 CUBIC RECYCLE YARD CONTAINER (EACH)	\$153.97	\$3.36	\$157.33
<u>COMPACTOR SERVICE - Any Material (Customer Owned)</u>			
Per CUBIC YARD COMPACTOR	\$40.15	\$0.88	\$41.03
10 CUBIC YARD COMPACTOR (Includes 3 Tons)	\$401.61	\$8.77	\$410.38
15 CUBIC YARD COMPACTOR (Includes 3 Tons)	\$602.40	\$13.16	\$615.56
20 CUBIC YARD COMPACTOR (Includes 4 Tons)	\$803.21	\$17.55	\$820.76
30 CUBIC YARD COMPACTOR (Includes 5 Tons)	\$1,204.81	\$26.32	\$1,231.13
40 CUBIC YARD COMPACTOR (Includes 6 Tons)	\$1,606.42	\$35.10	\$1,641.52
<u>DROP BOX/ROLL OFF SERVICE - Any Material</u>			
15 CUBIC YARD CONTAINER (includes 2 Tons)	\$457.49	\$10.00	\$467.49
20 CUBIC YARD CONTAINER (includes 3 Tons)	\$609.93	\$13.33	\$623.26
30 CUBIC YARD CONTAINER (includes 4 Tons)	\$880.32	\$19.23	\$899.55
40 CUBIC YARD CONTAINER (includes 5 Tons)	\$1,454.30	\$31.77	\$1,486.07
MSW Loads exceeding included tons will be charged per over ton:	\$142.16	\$3.11	\$145.27
C&D Loads exceeding included tons will be charged per over ton:	\$124.71	\$2.72	\$127.43
Wood Loads exceeding included tons will be charged per over ton:	\$83.97	\$1.83	\$85.80
Recycle Loads exceeding included tons will be charged per over ton:	\$0.00	\$0.00	\$0.00
Yard Waste Loads exceeding included tons will be charged per over ton:	\$83.97	\$1.83	\$85.80
Dirt/Concrete Loads exceeding included tons will be charged per over ton:	\$48.21	\$1.05	\$49.26
Clean Culls Loads exceeding included tons will be charged per over ton:			\$17.07
<u>DROP BOX/ROLL OFF SERVICE – ADDITIONAL CHARGES</u>			
Relocate	\$165.87	\$3.62	\$169.49
Trip	\$165.87	\$3.62	\$169.49
Reactivation Charge (from bad pay) with delivery	\$267.15	\$5.84	\$272.99
Reactivation Charge (from bad pay) without delivery	\$61.65	\$1.35	\$63.00
Inactivity Per Day (after 7 days with no haul)	\$21.91	\$0.48	\$22.39
Dig Out	\$205.48	\$4.49	\$209.97
Credit Card/Debit process payment over the phone	\$10.97	\$0.24	\$11.21
Bad/Return Check	\$25.00		\$25.00
Late/Finance Payment	2.5% of balance or \$5.00 min chg.		2.5% of balance or \$5.00 min chg.



Item No. 11(B)

REPORT TO THE CITY COUNCIL

DATE: JUNE 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

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

RECOMMENDATION:

It is recommended the City Council: 1) allow 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 to expire; and 2) take no action to modify or rescind the City of King Proclamation of Local Emergency at this time.

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. Since then, the State has approved a variance request from the County of Monterey enabling the County to proceed to

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an additional stage of the “Resilience Roadmap for State Reopening”, which now allows indoor restaurant dining, indoor retail sales and churches.

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.

At the May 26, 2020 meeting, the Council reviewed both the Proclamation of Local Emergency and the enforcement and appeals procedures but took no action to make any changes. At that meeting, Mayor LeBarre requested the Proclamation of Local Emergency be placed on the agenda for review.

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.

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CONSIDERATION OF EXPIRATION OF THE ENFORCEMENT AND APPEALS
PROCEDURES FOR THE ORDERS OF THE HEALTH OFFICER OF THE
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At the last meeting, staff indicated it would likely recommended the enforcement and appeals procedures be extended through June 2020 due to the importance of compliance to ensure the reopening is successful. However, since that time, the County Health Officer has released modifications to the Orders on a piecemeal basis. In addition, many of the restrictions on businesses that are reopening are very complex and will be difficult for many small businesses to fully comply. Therefore, it has become difficult to maintain the enforcement and appeals ordinance up to date and restrictions will be difficult to enforce. As a result, staff is now recommending the ordinance be allowed to expire until such time it is needed again if the threat of COVID-19 increases in the future. In the meantime, staff will rely almost entirely on public education for implementing the restrictions or utilize the County's citation policies if a flagrant and dangerous violation occurs requiring action.

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 and allow the ordinance to expire;
2. Allow the ordinance to expire and terminate the Proclamation of Local Emergency;
3. Allow the ordinance to expire and update the Proclamation of Local Emergency, which would require a 4/5 vote;
4. Direct staff to draft another ordinance for consideration at the next Council meeting that would reinstitute the enforcement and appeals process, or
5. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager