NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, September 21, 2022, 6:00 P.M.

Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

The Council will not begin consideration of any item on this agenda later than 10:00 p.m. unless such consideration is approved. Any items on this agenda not considered this evening will be continued to a future meeting.

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Finance Department, and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the City Council is by sending an email to citycouncil@cityofpacificgrove.org. In order to allow the City Council adequate time to review communication related to an agenda item, it is recommended that the communication be sent no later than 9:00 AM on the day prior to the City Council meeting.

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

CHAMBER CAPACITY SEATING IS LIMITED AND PROVIDED ON A FIRST COME, FIRST SERVED BASIS.

THE VIRTUAL MEETING IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

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MEETING INSTRUCTIONS

The public may also view the meeting on the Peninsula Channel 25.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember Coletti

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

   A. Mayor's Proclamation: Hispanic Heritage Month **PG 8**
   Reference: Sandra Kandell, City Clerk/DEI Coordinator
   Recommended Action: Receive proclamation.
   CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

3. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**

   A. Report on Closed Session by City Attorney

   B. Other

4. **GENERAL PUBLIC COMMENT**
   General Public Comment must deal with matters subject to the jurisdiction of the City and the Council that are not on the Regular Agenda. This is the appropriate place to comment as to items on the Consent Agenda, only if you do not wish to have the item pulled for individual consideration by the Council. Comments from the public will be limited to three minutes and will not receive Council action. Comments regarding items on the Regular Agenda shall be heard prior to Council's consideration of such items at the time such items are called. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.

CONSENT AGENDA

The Consent Agenda deals with routine and non-controversial matters, and may include action on resolutions, ordinances, or other public hearings for which testimony is not anticipated. The vote on the Consent Agenda shall apply to each item that has not been removed. Any member of Council, staff, or the public may remove an item from the Consent Agenda for individual consideration. When items are pulled for discussion, they will be automatically placed at the end of their respective section within the Regular Agenda. One motion shall be made to adopt all non-removed items on the Consent Agenda.

5. **APPROVAL OF CITY COUNCIL MEETING MINUTES**
   Items pulled from this section will be placed under 12. Unfinished and Ongoing Business

A. Minutes of the September 7, 2022 City Council Regular Meeting **PG 10**
Reference: Sandra Kandell, City Clerk
Recommended Action: Approve minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

7. **ORDINANCES**
Items pulled from this section will be placed under 11. Public Hearings

8. **REPORTS – INFORMATION ONLY**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Check Register Report – August 2022 **PG 15**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Receive the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Core Revenue Reports for August 2022 **PG 65**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Receive the Core Revenue Reports for August 2022.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. League of California Cities Annual Conference and Expo Summary **PG 71**
Reference: Jenny McAdams, Councilmember
Recommended Action: Receive report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

D. Association of Monterey Bay Area Governments Board of Directors Meeting Minutes of June 15, 2022 **PG 72**
Reference: Jenny McAdams, Councilmember
Recommended Action: Receive minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

E. Monterey Salinas Transit Board of Director Meeting Minutes of July 11, 2022 **PG 79**
Reference: Joe Amelio, Mayor Pro Tem
Recommended Action: Receive minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

F. Community Survey **PG 87**
Reference: Ben Harvey, City Manager
Recommended Action: Receive the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Ratification of New Local Emergency Actions **PG 88**
Reference: Ben Harvey, City Manager
Recommended Action: Receive report of emergency directives/modifications.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Sanitary Sewer Management Plan **PG 90**
Reference: Daniel Gho, Public Works Director / Deputy City Manager
Recommended Action: Adopt Sewer System Management Plan (SSMP) Revision #3 and authorize staff to certify the document in the California Integrated Water Quality System (CIWQS).
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Agreement with Harris & Associates, Inc. **PG 92**
Reference: Anastacia Wyatt, Community Development Director
Recommended Action: Authorize the Mayor to sign an agreement with Harris & Associates, Inc. for the preparation and execution of the 6th Cycle Housing Element Environmental Review in an amount not to exceed $55,000.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. **MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES**
Items pulled from this section will be placed under 13. New Business

A. Diversity, Equity and Inclusion Meeting Minutes: August 15, 2022 Special Meeting and August 15, 2022 Special Study Session **PG 192**

Reference: Sandra Kandell, City Clerk/DEI Coordinator

Recommended Action: Receive minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

For public hearings involving a quasi-judicial determination by the Council, the proponent of an item may be given 10 minutes to speak and others in support of the proponent's position may be given three minutes each. A designated spokesperson for opposition to the item may be given 10 minutes to speak and all others in opposition may be given three minutes each. Very brief rebuttal and surrebuttal may be allowed in the sole discretion of the Council. In public hearings not involving a quasi-judicial determination by the Council, all persons may be given three minutes to speak on the matter. Public hearings on non-controversial matters or for which testimony is not anticipated may be placed on the Consent Agenda, but shall be removed if any person requests a staff presentation or wishes to be heard on the matter.

A. Ordinance Amending the Salary Classification Schedule - POA Classifications Action ***Required by September 21, 2022.*** **PG 197**

Reference: Leticia Livian, Human Resources Director

Recommended Action:

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold first reading of an ordinance to amend the salary classification schedule;
4. Modify salary range for Police Officer and Police Sergeant;
5. Approve the amendment;
6. Direct that a summary of a proposed ordinance be published as approved by the City Attorney.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Fire Engine Repairs & Ordinance Amending the FY22/23 Budget **PG 201**

Reference: Daniel Gho, Public Works Director / Deputy City Manager

Recommended Action:

1. Authorize Hi-Tech EVS, Inc. to make repairs to Fire Engine 6414 in an amount not to exceed $75,304.54 plus a 15% contingency;
2. Request the City Attorney read the title of the ordinance;
3. Motion to waive further reading of the ordinance;
4. Introduce and hold first reading of an ordinance amending the FY22/23 Budget; and
5. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

12. UNFINISHED AND ONGOING BUSINESS

A. Purchasing Authorization Procedures **PG 208**

Reference: Bill Peake, Mayor

Recommended Action: Direct the City Attorney to return with a (1) draft ordinance to clarify purchasing authorization procedures and (2) resolution for approval of standard contracts.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

13. NEW BUSINESS

A. Friends of Perkins Park **PG 308**

Reference: Daniel Gho, Public Works Director / Deputy City Manager

Recommended Action:

1. Receive report;
2. Authorize staff to work with the Friends of Perkins Park to enhance existing park conditions utilizing donations received by the Friends;
3. Provide additional input.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Discussion on City Efforts Regarding the 29 Pacific Grove Homeless Residents **PG 310**

Reference: Jenny McAdams, Councilmember

Recommended Action:

1. Hold a discussion regarding the 29 homeless residents that live in the City of Pacific Grove and the City's efforts to address our unhoused residents.
2. Provide staff direction on next steps.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Automatic Funding Mechanism for TAKE PART Program **PG 312**

Reference: Jenny McAdams, Councilmember

Recommended Action: Implement an automatic funding mechanism for Fund 25 in the amount of $10,00 to sustain the TAKE PART Program.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

14. FULL PRESENTATIONS

15. **CLOSED SESSION**

ADJOURNMENT

NOTICE OF ADA COMPLIANCE: Pursuant to Title II of the Americans with Disabilities Act (Codified At 42 United States Code Section 12101 and 28 Code of Federal Regulations Part 35), and Section 504 of the Rehabilitation Act of 1973, the City of Pacific Grove does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, disability, age or sexual orientation in the provision of any services, programs, or activities. The City of Pacific Grove does not discriminate against persons with disabilities. City Hall is an accessible facility. A limited number of assisted listening devices will be available at this meeting. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: September 21, 2022

SUBJECT: Mayor's Proclamation: Hispanic Heritage Month

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive proclamation.

Attachments

Proclamation

Mayor's Proclamation
HISPANIC HERITAGE MONTH

WHEREAS, each year, the federal, state, and local governments observe Hispanic Heritage Month from September 15 to October 15 by recognizing and celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

WHEREAS, September 15th is significant as a starting date for Latino Heritage month because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence on September 16th and September 18th respectively, and Columbus Day or Dia de La Raza, which is October 12th, falls within this 30-day period; and

WHEREAS, Hispanics and Latinos are the largest ethnic group in the State of California and at 18.5% of the United States population, make up the largest ethnic or race minority group in America; and

WHEREAS, Hispanics and Latinos have and continue to serve as Civil Rights leaders, educators, public servants, business owners, activists, artists, colleagues, friends, and much more in our community and across the world; and their values—service to others, non-violence, acceptance of all people, respect for life and the environment, and celebrating community—are also America's values; and

WHEREAS, Hispanics and Latinos continue to enrich our Nation's character, shape our common future, and affirm the narrative of American unity and progress; and

WHEREAS, during National Hispanic Heritage Month, we celebrate Hispanic culture, honor the invaluable ways Hispanics contribute to our common goals, and work toward a stronger, more inclusive, more prosperous society for all; and

WHEREAS, the City of Pacific Grove Diversity, Equity, and Inclusion Task Force recommends proclamation of Hispanic Heritage Month each year.

NOW, THEREFORE, I, Bill Peake, Mayor of Pacific Grove, California, do hereby proclaim September 15, 2022 through October 15, 2022 "HISPANIC HERITAGE MONTH" and encourage all citizens to recognize the significance of Hispanic Heritage and history in our nation and City.

Bill Peake

_____

Bill Peake, Mayor

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: September 21, 2022

SUBJECT: Minutes of the September 7, 2022 City Council Regular Meeting

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, September 7, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).
CHAMBER CAPACITY SEATING IS LIMITED AND PROVIDED ON A FIRST COME, FIRST SERVED BASIS.
THE VIRTUAL MEETING IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/209579290

DRAFT

CALL TO ORDER
Mayor Peake called the meeting to order at 6:00 p.m. City Clerk Kandell conducted roll call with the following Council present in Chamber: Mayor Peake, Councilmembers Coletti and Tomlinson. Mayor Pro Tem Amelio and Councilmembers Poduri and McAdams presented via Zoom Webinar. Absent: Councilmember Smith.

A. Remote Teleconference - AB 361 ***Action required by 8/3/2022***
No public comment was received.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember McAdams, Council voted to ratify Resolution No. 21-029 Emergency Teleconferencing authorizing remote teleconference meetings of all City legislative bodies for the following 30 days in accord with the Ralph M. Brown Act.

Motion carried 6-0-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, and Tomlinson.
NOES:	None.
ABSENT:	Councilmember Smith.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

PLEDGE OF ALLEGIANCE
Mayor Pro Tem Amelio led the pledge of allegiance.

1. **APPROVAL OF AGENDA**

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Tomlinson, Council voted to approve the agenda.

Motion carried 6-0-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, and Tomlinson.
NOES:	None.
ABSENT:	Councilmember Smith.

2. **PRESENTATIONS**

A. Mayor's Proclamation: Monterey Peninsula College 75th Anniversary

Action: Council received the presentation.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

3. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**

A. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**

General public comment was received from Mike Gibbs, Vince Tuminello, Darla Vining, Dixie Layne, Carmelita Garcia.

CONSENT AGENDA

Action: Consent Agenda item 8A was pulled and considered at Regular Agenda item 12A.

Action: Upon motion by Councilmember Tomlinson and seconded by Councilmember Coletti, Council voted to approve the Consent Agenda, as amended.

Motion carried 6-0-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, and Tomlinson.
NOES:	None.
ABSENT:	Councilmember Smith.

5. **APPROVAL OF CITY COUNCIL MEETING MINUTES**

A. Minutes of the August 17, 2022 City Council Closed Session and Regular Meetings

Action: Approved minutes as revised per Errata.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

DRAFT

7. **ORDINANCES**

A. Amend the City of Pacific Grove's Conflict of Interest Code ***Action required by October 3, 2022.***
Action: Held second reading and adopted Ordinance No. 22-013 to amend Pacific Grove Municipal Code (PGMC) Chapter 2.40, Conflict of Interest, to account for the addition, deletion, and modification of positions listed as "designated employees"; determine that, for the purposes of the City of Pacific Grove's (City) Conflict Code, the City is the "agency;" approve the updated Conflict Code.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

8. **REPORTS – INFORMATION ONLY**

A. 2022 Sanctuary Annual Management Plan ***This item was pulled and considered as Regular Agenda item 12A.***
Reference: Daniel Gho, Public Works Director / Deputy City Manager
Recommended Action: Receive report.
CEQA: Categorical Exemption, CEQA Guidelines Section 15307, Class 7, Actions by Regulatory Agencies for Protection of Natural Resources

9. **REPORTS – REQUIRING ACTION**

A. Ratification of New Local Emergency Actions
Action: Received report of emergency directives/modifications.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. **MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES**

A. Beautification and Natural Resources Committee Minutes: July 19, 2022
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Economic Development Commission Minutes: June 9, 2022 and July 14, 2022
Action: Received minutes
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Traffic Safety Commission Meeting Minutes: May 28, 2022, and July 26, 2022
Action: Received minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

12. **UNFINISHED AND ONGOING BUSINESS**

A. 2022 Sanctuary Annual Management Plan ***This item was pulled from the Consent Agenda.***

DRAFT

Public comment was received from Richard O'Mara, Dixie Layne, and Jane Haines.

Action: Council received report.
CEQA: Categorical Exemption, CEQA Guidelines Section 15307, Class 7, Actions by Regulatory Agencies for Protection of Natural Resources

13. **NEW BUSINESS**

A. LULAC District Elections Letter
Public comment was received from Mark Chakwin and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Coletti and seconded by Mayor Pro Tem Amelio, Council directed the City Attorney to advise Council on a response to the League of United Latin American Citizens' (LULAC) demand for district elections and authorized the Mayor to sign a legal services agreement with the law firm of Nielsen Merksamer Parrinello Gross and Leoni, LLP, for $50,000 and an end term of one year, to provide legal advice to the City Council in regard to the issues of the California Voting Rights Act ("CVRA").

Motion carried 5-1-1, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, and Poduri.
NOES:	Councilmember Tomlinson.
ABSENT:	Councilmember Smith.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT
Council adjourned the regular meeting at 7:20 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____Date_____

Attest by City Manager: _____Date_____

DRAFT

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Tori Hannah, Administrative Services Director/Assistant City Manager

MEETING DATE: September 21, 2022

SUBJECT: Check Register Report – August 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

The check register is a detailed account of monthly expenditures. It provides budgetary insight and promotes transparency. It is an excellent counterpart to the City's monthly Core Revenue Report; and is a practice followed by many other local jurisdictions.

The check register is produced from the City's financial system. The report groups the checks by the respective city fund and vendor. The check register includes the check number, the check issue date, the name of the vendor, and a description of the purchase and the amount of the check.

Attached is the check register report for August 2022.

The monthly total is provided on the last page of the report.

OPTIONS

N/A – This is an informational report only.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

Check Register_August 2022

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103366	08/05/22	8890	4LEAF	201	5202	PROF/CONSULTANT SRV	0.00	3,600.00
101	103366	08/05/22	8890	4LEAF	513	5202	BUILDING DEPARTMENT	0.00	2,640.00
101	103366	08/05/22	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	11,708.56
101	103366	08/05/22	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	42,044.80
101	103366	08/05/22	8890	4LEAF	505	5201	FY21/22 TRAFFIC ENG	0.00	1,068.75
101	103366	08/05/22	8890	4LEAF	201	5202	PROF/CONSULTANT SRV	0.00	29,988.60
TOTAL CHECK								0.00	91,050.71
101	103367	08/05/22	3970	ALHAMBRA & SIERRA S	351	5291	WATER SERVICE	0.00	212.04
101	103368	08/05/22	4965	ALVAREZ TECHNOLOGY	133	5201	ONSITE 6/20- 7/3/20	0.00	3,600.00
101	103369	08/05/22	8818	AMAZON.COM	131	5301	ERGONOMIC KEY BOARD	0.00	58.70
101	103370	08/05/22	9685	ANASTACIA WYATT	201	5215	06/20/2022-06/24/20	0.00	407.25
101	103371	08/05/22	9680	ANNE GADDINI	01	4469	PROGRAM CANCELLED	0.00	150.00
101	103373	08/05/22	6154	AT&T	133	5206	INTERNET - LIGHTHOU	0.00	117.70
101	103374	08/05/22	5363	AT&T CALNET 3	133	5206	PHONES	0.00	1,898.78
101	103375	08/05/22	7156	BELSON OUTDOORS, IN	503	6001	PICNIC TABLES - ARN	0.00	4,387.10
101	103375	08/05/22	7156	BELSON OUTDOORS, IN	503	6001	PICNIC TABLES - ARN	0.00	24,000.00
TOTAL CHECK								0.00	28,387.10
101	103377	08/05/22	2993	CENTRALSQUARE TECHN	131	5215	CONSULTING, PROJ MG	0.00	1,110.41
101	103377	08/05/22	2993	CENTRALSQUARE TECHN	131	5201	CONSULTING, PROJ MG	0.00	2,981.92
TOTAL CHECK								0.00	4,092.33
101	103378	08/05/22	9687	CHRISTOPHER D' AMEL	01	4203	REFUND PERMIT 22054	0.00	256.88
101	103379	08/05/22	6309	COLANTUONO, HIGHSMI	111	5205	PG&E JUNE 2022	0.00	63.54
101	103380	08/05/22	622	CHOMP	301	5291	BLOOD DRAWS	0.00	54.00
101	103381	08/05/22	5987	CREEKSIDE CENTER FO	513	5201	MONARCH BUTTERFLY H	0.00	6,000.00
101	103382	08/05/22	9682	DAISY MOORE	01	4462	PROGRAM REFUND	0.00	64.89
101	103383	08/05/22	9688	DEENA HAKIM	201	5471	FACADE IMPROVEMENT	0.00	1,651.41
101	103384	08/05/22	772	DELL COMPUTER	133	5307	VOSTRO 7510	0.00	17,217.26
101	103385	08/05/22	819	DOCTORS ON DUTY MED	503	5291	GOSS DMV PHYSICAL	0.00	150.00
101	103387	08/05/22	9425	ERIN BOYDSTON	01	4469	BALLET CLASS CANCEL	0.00	60.00
101	103388	08/05/22	952	FEDERAL EXPRESS COR	301	5211	LATE FEE	0.00	6.83
101	103388	08/05/22	952	FEDERAL EXPRESS COR	301	5211	SHIPPING	0.00	113.88
TOTAL CHECK								0.00	120.71

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103390 V	08/05/22	9556	HDL ECONSOLUTIONS	121	5201	ECD QTR 2 APRIL-JUN	0.00	-9,740.00
101	103390	08/05/22	9556	HDL ECONSOLUTIONS	121	5201	ECD QTR 2 APRIL-JUN	0.00	9,740.00
TOTAL CHECK								0.00	0.00
101	103391	08/05/22	8066	HINDERLITER, DE LLA	131	5201	EDS 2ND QTR 2022	0.00	9,740.00
101	103392	08/05/22	9679	JOEY HOUDE	01	4462	PROGRAM REFUND	0.00	180.00
101	103393	08/05/22	9681	MARGARET JUNG	01	4462	PROGRAM REFUND	0.00	135.00
101	103394	08/05/22	1725	CALIFORNIA MARINE S	505	5201	FY21/22 WATER QUALI	0.00	14,694.54
101	103396	08/05/22	1693	MISSION LINEN SUPPL	351	5291	JUNE 2022	0.00	12.60
101	103396	08/05/22	1693	MISSION LINEN SUPPL	351	5291	JUNE 2022	0.00	12.60
101	103396	08/05/22	1693	MISSION LINEN SUPPL	351	5291	JUNE 2022	0.00	74.33
101	103396	08/05/22	1693	MISSION LINEN SUPPL	351	5291	JUNE 2022	0.00	74.33
101	103396	08/05/22	1693	MISSION LINEN SUPPL	351	5291	JUNE 2022	0.00	74.33
101	103396	08/05/22	1693	MISSION LINEN SUPPL	351	5291	JUNE 2022	0.00	74.33
TOTAL CHECK								0.00	322.52
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	421	5201	JUNE 2022	0.00	13.34
101	103399	08/05/22	1694	MISSION UNIFORM SER	421	5201	JUNE 2022	0.00	13.34
101	103399	08/05/22	1694	MISSION UNIFORM SER	421	5201	JUNE 2022	0.00	72.88
101	103399	08/05/22	1694	MISSION UNIFORM SER	421	5201	JUNE 2022	0.00	72.88
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	77.21
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	77.21
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	77.21
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	82.29
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	82.29
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	82.29
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	115.69
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	115.69
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	115.69
101	103399	08/05/22	1694	MISSION UNIFORM SER	502	5309	JUNE 2022	0.00	124.03
101	103399	08/05/22	1694	MISSION UNIFORM SER	503	5309	JUNE 2022	0.00	124.03
101	103399	08/05/22	1694	MISSION UNIFORM SER	505	5309	JUNE 2022	0.00	124.03
TOTAL CHECK								0.00	1,524.78
101	103400	08/05/22	3443	MONTEREY BAY PEST C	503	5223	MAY RODENT CONTROL	0.00	490.00
101	103400	08/05/22	3443	MONTEREY BAY PEST C	503	5223	JUNE 2022	0.00	490.00

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	980.00
101	103402	08/05/22	1797	MONTEREY REGIONAL W	504	5201	SB1383	0.00	22,925.00
101	103406	08/05/22	9689	NIKITA MCKINDER	131	5291	MILEAGE REIMBURSEME	0.00	12.75
101	103407	08/05/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	54.95
101	103409	08/05/22	6411	QUADIENT LEASING US	101	5225	MAIL MACHINE	0.00	14.87
101	103409	08/05/22	6411	QUADIENT LEASING US	421	5225	MAIL MACHINE	0.00	14.97
101	103409	08/05/22	6411	QUADIENT LEASING US	401	5225	MAIL MACHINE	0.00	24.93
101	103409	08/05/22	6411	QUADIENT LEASING US	131	5225	MAIL MACHINE	0.00	29.92
101	103409	08/05/22	6411	QUADIENT LEASING US	201	5225	MAIL MACHINE	0.00	44.84
101	103409	08/05/22	6411	QUADIENT LEASING US	121	5225	MAIL MACHINE	0.00	44.84
101	103409	08/05/22	6411	QUADIENT LEASING US	501	5225	MAIL MACHINE	0.00	114.58
101	103409	08/05/22	6411	QUADIENT LEASING US	301	5225	MAIL MACHINE	0.00	199.25
TOTAL CHECK								0.00	488.20
101	103410	08/05/22	9683	REBECCA HUBICK	01	4469	PROGRAM CANCELLED	0.00	200.00
101	103411	08/05/22	9684	SHANNON HOUCK	01	4462	PROGRAM REFUND	0.00	149.25
101	103412	08/05/22	8068	SHI INTERNATIONAL C	133	5229	WATCHGUARD LICENSE	0.00	4,776.30
101	103413	08/05/22	9678	SHIANNE MATTOX	421	4469	PROGRAM CANCELED	0.00	65.00
101	103414	08/05/22	8812	TERRA PAGE	01	4462	PROGRAM REFUND	0.00	135.00
101	103415	08/05/22	2680	TOPE'S TREE SERVICE	513	5201	FY21/22 TREE MAINT.	0.00	32,125.00
101	103416	08/05/22	9691	TRACY TRAVAILLE	01	4462	PROGRAM REFUND	0.00	135.00
101	103417	08/05/22	2707	TRUCKSIS ENTERPRISE	503	5223		0.00	208.01
101	103418	08/05/22	9254	VONNE BATTISTINI	201	5471	FACADE IMPROVEMENT	0.00	1,131.50
101	103419	08/05/22	8989	WEX BANK	301	5311	FUEL	0.00	38.14
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.25
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.25
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.69
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	9.78
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	10.43
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	201	5301	CDD	0.00	10.92
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	11.61
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	13.04
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	14.75
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	14.93
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	17.92
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	20.65
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	301	5223	POLICE	0.00	22.82
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	26.06

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	27.31
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	28.66
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	29.12
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	30.44
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	34.77
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	35.25
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	421	5223	REC	0.00	38.03
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	39.08
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	CREDIT/DISCOUNT	0.00	-84.48
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	1.72
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	1.75
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	1.98
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	3.02
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	91.28
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	119.60
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	351	5223	FIRE DEPT	0.00	121.23
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	141.36
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	160.03
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	421	5309	POOL	0.00	193.14
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	326.24
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	47.83
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	48.93
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	351	5223	FIRE DEPT	0.00	3.03
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	3.89
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	4.32
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	201	5301	CDD	0.00	4.34
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	4.99
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	6.51
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	7.81
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	7.81
TOTAL CHECK								0.00	1,677.09
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	0.01
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA ST	0.00	0.02
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	0.12
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	2.04
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	22.68
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	PIEDMONT & MORELAND	0.00	26.31
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	29.84
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5222	PHONE BOOTH-BERWICK	0.00	35.98
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	47.71
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	49.12
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	58.75
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	73.10
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	73.10
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	79.89
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	85.90
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	89.49
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	98.16
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	101.29
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	105.43
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	119.39

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	123.25
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	125.08
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	153.50
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	155.12
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	155.14
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	325.47
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5802	SUNSET SR. - LOAN	0.00	338.81
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	370.11
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	562.65
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPARTMENT - 2	0.00	584.78
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	648.62
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	301	5802	580 PINE AVE - LOAN	0.00	1,046.81
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPARTMENT -	0.00	1,047.73
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,131.17
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	1,622.98
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	1,788.67
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	170.56
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	193.86
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	213.45
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	221.59
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	231.47
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	231.47
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	265.11
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5802	14TH&JUNIPERO-LOAN	0.00	294.94
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	2.58
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	4.29
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	4.62
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	201	5222	101 CITY HALL/CEDD	0.00	6.37
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	131	5222	101 CITY HALL/FIN -	0.00	6.38
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	7.84
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	10.55
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	10.74
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	11.23
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	12.26
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	14.62
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	15.07
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	15.27
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5222	PARKING LOT LIGHT	0.00	15.77
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	16.78
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	20.31
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	21.01
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	21.73
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	19.79
TOTAL CHECK								0.00	13,337.88
101	103424	08/05/22	8330	AMAZON CAPITAL SERV	501	5275	3M RESPIRATOR	0.00	27.62
101	103424	08/05/22	8330	AMAZON CAPITAL SERV	131	5291	ASD TOASTER OVEN	0.00	62.83
TOTAL CHECK								0.00	90.45
101	103425	08/05/22	3905	AMERICAN LOCK & KEY	503	5223		0.00	187.50
101	103425	08/05/22	3905	AMERICAN LOCK & KEY	503	5223		0.00	273.57
101	103425	08/05/22	3905	AMERICAN LOCK & KEY	503	5223		0.00	135.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	596.07
101	103426	08/05/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	105.60
101	103426	08/05/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	105.60
101	103426	08/05/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
101	103426	08/05/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
TOTAL CHECK								0.00	434.40
101	103427	08/05/22	5363	AT&T CALNET 3	133	5212	CH GENERATOR ALARM	0.00	24.84
101	103428	08/05/22	8476	AT&T MOBILITY	301	5206	AT&T FIRSTNET DEPAR	0.00	1,636.36
101	103428	08/05/22	8476	AT&T MOBILITY	133	5206	INTERNET CEMETERY	0.00	43.48
TOTAL CHECK								0.00	1,679.84
101	103429	08/05/22	213	BAKER & TAYLOR COMP	401	5301	BOOKS & MATERIALS	0.00	9.30
101	103429	08/05/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	135.34
TOTAL CHECK								0.00	144.64
101	103430	08/05/22	5303	VERIZON BUSINESS	301	5206	VERIZON PORT ACCESS	0.00	591.06
101	103431	08/05/22	7216	BYWATER SOLUTIONS,	401	5201	KOHA SUPPORT & HOST	0.00	8,166.00
101	103432	08/05/22	3501	CALTRONICS BUSINESS	501	5225	PUBLIC WORKS	0.00	46.83
101	103432	08/05/22	3501	CALTRONICS BUSINESS	401	5225	LIBRARY	0.00	66.15
101	103432	08/05/22	3501	CALTRONICS BUSINESS	301	5225	PD	0.00	115.95
101	103432	08/05/22	3501	CALTRONICS BUSINESS	501	5225	PW	0.00	171.04
101	103432	08/05/22	3501	CALTRONICS BUSINESS	131	5225	FINANCE	0.00	292.75
101	103432	08/05/22	3501	CALTRONICS BUSINESS	201	5225	CDD	0.00	458.02
TOTAL CHECK								0.00	1,150.74
101	103433	08/05/22	9693	CAROLYN LAYMON	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103434	08/05/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	66.10
101	103436	08/05/22	5171	COMCAST	133	5206	TV SERVICE CH	0.00	14.04
101	103436	08/05/22	5171	COMCAST	133	5206	INTERNET - REC CENT	0.00	93.65
101	103436	08/05/22	5171	COMCAST	133	5206	INTERNET - PW	0.00	110.91
101	103436	08/05/22	5171	COMCAST	133	5206	INTERNET - CH	0.00	153.16
TOTAL CHECK								0.00	371.76
101	103438	08/05/22	779	DEMCO	401	5301	LIB SUPPLIES	0.00	399.16
101	103439	08/05/22	9652	ELISABETH CAUSOR	421	5361	PRESCHOOL SUPPLIES	0.00	85.62
101	103442	08/05/22	952	FEDERAL EXPRESS COR	301	5211	SHIPPING	0.00	77.85
101	103443	08/05/22	982	FIRST ALARM INC.	301	5223	ALARM TEST	0.00	127.44
101	103444	08/05/22	9676	FIRSTTWO, INC.	301	5201	REAL TIME CRITICAL	0.00	3,600.00
101	103445 V	08/05/22	8446	FITZGERALD BROWN	301	5215	PER DEIM 8/7-8/8/22	0.00	-89.25
101	103445	08/05/22	8446	FITZGERALD BROWN	301	5215	PER DEIM 8/7-8/8/22	0.00	89.25

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	0.00
101	103446	08/05/22	592	FOREST HILL ACE HAR	505	5331	PW	0.00	33.67
101	103448	08/05/22	1104	GRANITE CONSTRUCTIO	505	5331	HOT MIX	0.00	706.44
101	103450	08/05/22	1112	GREEN VALLEY IND'L	505	5309	PAINT	0.00	410.68
101	103451	08/05/22	8707	WILEY GRIFFIN	301	5215	PER DIEM 8/7-8/8/22	0.00	89.25
101	103452	08/05/22	1138	GROVE MARKET	421	5361	CAMP PARTY SUPPLIES	0.00	41.14
101	103452	08/05/22	1138	GROVE MARKET	421	5361	CAMP MOVIE PARTY	0.00	23.04
TOTAL CHECK								0.00	64.18
101	103453 V	08/05/22	4123	INTERSTATE TRAFFIC	505	5331	BIKE LANE PAINT	0.00	-489.08
101	103453	08/05/22	4123	INTERSTATE TRAFFIC	505	5331	BIKE LANE PAINT	0.00	489.08
TOTAL CHECK								0.00	0.00
101	103454	08/05/22	9694	JASMINE SANDHU	01	214	DAMAGE DEPOSIT REFU	0.00	185.00
101	103455	08/05/22	8505	JCG TECHNOLOGIES IN	133	5239	AGENDA MGMT SOFTWAR	0.00	13,526.00
101	103456	08/05/22	8343	JENNIFER FUGITT	301	5215	PER DIEM 8/18/22	0.00	39.00
101	103457	08/05/22	9695	JODY GARRY	01	4469	PROGRAM CANCELLED	0.00	100.00
101	103458	08/05/22	3521	KIMBALL MIDWEST	502	5309	MECH STOC	0.00	575.56
101	103459	08/05/22	4041	LEXIPOL LLC	301	5201	DEPARTMENT POLICY A	0.00	3,244.50
101	103460	08/05/22	4534	HOMETEK	503	5223	MEMORIAL BENCH	0.00	165.00
101	103461	08/05/22	9445	MICHAEL HARVEY TRUC	505	5291		0.00	1,005.50
101	103462	08/05/22	3443	MONTEREY BAY PEST C	503	5223	JULY PD RODENT CONT	0.00	180.00
101	103462	08/05/22	3443	MONTEREY BAY PEST C	503	5223	JULY RODENT CONTROL	0.00	490.00
TOTAL CHECK								0.00	670.00
101	103463	08/05/22	3146	MONTEREY COUNTY AUD	101	5261	LAFCO BUDGET 22-23	0.00	20,578.84
101	103465	08/05/22	3807	MONTEREY COUNTY WEE	101	5221	ELECTION NOTICE	0.00	108.81
101	103465	08/05/22	3807	MONTEREY COUNTY WEE	301	5221	MASTER FEE SCHEDULE	0.00	108.81
TOTAL CHECK								0.00	217.62
101	103467	08/05/22	1802	CITY OF MONTEREY	351	5201	FY 22/23 FIRE SERVI	0.00	235,786.16
101	103467	08/05/22	1802	CITY OF MONTEREY	351	5201	FY 22/23 FIRE SERVI	0.00	235,786.16
TOTAL CHECK								0.00	471,572.32
101	103468	08/05/22	6935	MPRSRU	301	5201	REGIONAL SPECIAL RE	0.00	5,000.00
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	7.09
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	401	5301	LIB SUPPLIES	0.00	15.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	23.26
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	62.24
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	70.92
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	401	5301	LIB SUPPLIES	0.00	82.69
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	230.53
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	131.96
101	103470	08/05/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	142.66
TOTAL CHECK								0.00	766.35
101	103471	08/05/22	1988	O'REILLY & ASSOCIAT	502	5309	MECH STOCK	0.00	19.55
101	103471	08/05/22	1988	O'REILLY & ASSOCIAT	503	5223	SUPPLIES	0.00	30.43
101	103471	08/05/22	1988	O'REILLY & ASSOCIAT	505	5226	G1	0.00	93.14
101	103471 V	08/05/22	1988	O'REILLY & ASSOCIAT	502	5309	MECH STOCK	0.00	-19.55
101	103471 V	08/05/22	1988	O'REILLY & ASSOCIAT	503	5223	SUPPLIES	0.00	-30.43
101	103471 V	08/05/22	1988	O'REILLY & ASSOCIAT	505	5226	G1	0.00	-93.14
TOTAL CHECK								0.00	0.00
101	103472	08/05/22	7054	ORLANDO PEREZ	301	5215	MEALS/MIL 07/24-07/	0.00	281.57
101	103473	08/05/22	9528	PACIFIC CHESS ACADE	421	5208	CAMP 2 7/11-7/15/22	0.00	1,463.00
101	103474	08/05/22	2024	PACIFIC GAS & ELECT	421	5222	REC	0.00	380.59
101	103475	08/05/22	5540	PACIFIC LIBRARY PAR	401	5201	PLP MEMBERSHIP FEES	0.00	7,641.00
101	103475	08/05/22	5540	PACIFIC LIBRARY PAR	401	5201	CONTRACT SERVICES	0.00	1,000.00
TOTAL CHECK								0.00	8,641.00
101	103476	08/05/22	2062	PACIFIC WEST WATER	131	5301	OFFICE SUPPLIES	0.00	42.85
101	103476	08/05/22	2062	PACIFIC WEST WATER	201	5301	OFFICE SUPPLIES	0.00	42.85
TOTAL CHECK								0.00	85.70
101	103477	08/05/22	9650	TIMOTHY D BOWEN	421	5208	JULY 18-22 2022	0.00	2,044.00
101	103478	08/05/22	2276	BECKS SHOES AND REP	501	5275	PAUL HUGHES	0.00	192.00
101	103478	08/05/22	2276	BECKS SHOES AND REP	501	5275	URIEL RODRIGUEZ	0.00	195.01
101	103478	08/05/22	2276	BECKS SHOES AND REP	501	5275	JOHN GOSS	0.00	208.94
101	103478	08/05/22	2276	BECKS SHOES AND REP	501	5275	ERIC HEIM	0.00	222.87
101	103478	08/05/22	2276	BECKS SHOES AND REP	501	5275	WILL CRANDELL	0.00	232.16
101	103478	08/05/22	2276	BECKS SHOES AND REP	501	5275	DANIEL GHO	0.00	134.65
TOTAL CHECK								0.00	1,185.63
101	103479	08/05/22	6879	RHOMAR INDUSTRIES,	505	5331	STREET DEPT	0.00	1,216.23
101	103480	08/05/22	9334	RUSSELL AURIA PEST	513	5201	TREE EVALUATION	0.00	150.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	301	5223	FY 22/23 ALARM SERV	0.00	588.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	401	5223	FY 22/23 ALARM SERV	0.00	2,652.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	411	5223	FY 22/23 ALARM SERV	0.00	2,820.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	421	5223	FY 22/23 ALARM SERV	0.00	3,894.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	503	5223	FY 22/23 ALARM SERV	0.00	5,136.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	351	5223	FY 22/23 ALARM SERV	0.00	1,188.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	503	5223	YOUTH CENTER	0.00	180.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	411	5223	MUSEUM	0.00	337.57
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	503	5223	TRASH SHOOT SPRINKL	0.00	150.00
TOTAL CHECK								0.00	16,945.57
101	103482	08/05/22	9003	SHAWN STEWART	501	5275	WORK BOOT PURCHASE	0.00	218.49
101	103483	08/05/22	9336	STAPHANY ARRIOLA	421	5361	REIMB CAMP SUPPLIES	0.00	66.90
101	103484	08/05/22	2606	SUMMIT UNIFORMS	301	5275	UNIFORM/SUE	0.00	983.28
101	103486	08/05/22	2684	TRACNET CORPORATION	301	5201	RMS SEMI ANNUAL FEE	0.00	8,700.00
101	103487	08/05/22	2707	TRUCKSIS ENTERPRISE	301	5291	NAGAMINE & GRIFFIN	0.00	98.00
101	103488	08/05/22	2737	UNDERGROUND SERVICE	301	5227	CA STATE FEE	0.00	929.58
101	103490	08/05/22	2786	VERIZON WIRELESS	301	5206	WIRELESS MOBILE CON	0.00	518.42
101	103490	08/05/22	2786	VERIZON WIRELESS	133	5212	IT	0.00	38.01
101	103490	08/05/22	2786	VERIZON WIRELESS	201	5212	CDD	0.00	20.04
101	103490	08/05/22	2786	VERIZON WIRELESS	133	5212	IT	0.00	51.42
101	103490	08/05/22	2786	VERIZON WIRELESS	351	5212	FIRE	0.00	62.03
101	103490	08/05/22	2786	VERIZON WIRELESS	401	5212	LIB	0.00	76.02
101	103490	08/05/22	2786	VERIZON WIRELESS	121	5212	CM	0.00	98.70
101	103490	08/05/22	2786	VERIZON WIRELESS	301	5212	PD	0.00	100.33
101	103490	08/05/22	2786	VERIZON WIRELESS	201	5212	CDD	0.00	103.08
101	103490	08/05/22	2786	VERIZON WIRELESS	421	5212	REC	0.00	112.24
101	103490	08/05/22	2786	VERIZON WIRELESS	501	5212	PW	0.00	131.30
101	103490	08/05/22	2786	VERIZON WIRELESS	501	5212	PW	0.00	546.44
TOTAL CHECK								0.00	1,858.03
101	103491	08/05/22	9305	WATSONVILLE FORD	301	5227	PD STOCK	0.00	225.49
101	103491	08/05/22	9305	WATSONVILLE FORD	503	5227	UNIT 52	0.00	129.99
TOTAL CHECK								0.00	355.48
101	103492	08/05/22	8136	WELLS FARGO VENDOR	501	5225	FY 22/23 KONIKA LEA	0.00	147.67
101	103492	08/05/22	8136	WELLS FARGO VENDOR	401	5225	FY 22/23 KONIKA LEA	0.00	165.14
101	103492	08/05/22	8136	WELLS FARGO VENDOR	301	5225	FY 22/23 KONIKA LEA	0.00	174.07
101	103492	08/05/22	8136	WELLS FARGO VENDOR	131	5225	FY 22/23 KONIKA LEA	0.00	174.07
101	103492	08/05/22	8136	WELLS FARGO VENDOR	121	5225	FY 22/23 KONIKA LEA	0.00	175.12
101	103492	08/05/22	8136	WELLS FARGO VENDOR	201	5225	FY 22/23 KONIKA LEA	0.00	203.51
TOTAL CHECK								0.00	1,039.58
101	103493	08/05/22	8989	WEX BANK	301	5311	FUEL	0.00	10.00
101	103494	08/05/22	1204	WINNERS AWARDS & EN	513	5309	MEMORIAL TREE PROGR	0.00	289.51
101	103495	08/05/22	8993	HR & ASSOCIATES	225	5209	ATC PLANNING SERVIC	0.00	1,925.00
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	100 OCEANVW IRRIG	0.00	185.78
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	196 OCEANVW IRRIG	0.00	185.78
101	103497	08/08/22	438	CALIFORNIA AMERICAN	401	5222	550 CENTRAL	0.00	812.95
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	863 OCEANVIEW IRRG	0.00	894.66

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	711 OCEANVIEW IRRG	0.00	1,080.74
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	707 OCEANVIEW-NAIAD	0.00	1,202.13
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	610 OCEANVW IRRIGPK	0.00	1,305.84
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	620 OCEANVIEW/BATH	0.00	1,532.74
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVW-SWIM PL	0.00	1,868.85
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	930 SINEX	0.00	1,960.42
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	114 CALEDONIA PK	0.00	2,242.93
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	1025 MORSE-PLATT PK	0.00	2,338.84
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	230 17-MILE DRIVE	0.00	4,834.39
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVIEW IRRG	0.00	5,045.18
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	150 FOREST-JEWELL P	0.00	6,923.00
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	619 OCEANVIEW IRRIG	0.00	185.78
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	165 FOREST-MUSEUM	0.00	244.35
101	103497	08/08/22	438	CALIFORNIA AMERICAN	351	5222	600 PINE	0.00	246.79
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	515 JUNIPERO	0.00	374.36
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	1051 OCEANVIEW IRRG	0.00	403.61
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	263 GROVE ACRES	0.00	409.65
101	103497	08/08/22	438	CALIFORNIA AMERICAN	131	5222	300 FOREST	0.00	494.66
101	103497	08/08/22	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST BDOM-FI	0.00	323.14
101	103497	08/08/22	438	CALIFORNIA AMERICAN	301	5222	580 PINE	0.00	338.58
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	611 CENTRAL AVE	0.00	340.19
101	103497	08/08/22	438	CALIFORNIA AMERICAN	501	5222	MECH 5%	0.00	24.90
101	103497	08/08/22	438	CALIFORNIA AMERICAN	131	5222	300 FOREST FIRE-50%	0.00	25.52
101	103497	08/08/22	438	CALIFORNIA AMERICAN	201	5222	300 FOREST FIRE-50%	0.00	25.53
101	103497	08/08/22	438	CALIFORNIA AMERICAN	131	5222	300 FOREST IRRIG	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	131	5222	308 16TH ST.	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	748 LIGHTHSE IRRG	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	765 LIGHTHSE IRRIG	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	800 LIGHTHSE PLANTE	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	792 LIGHTHSE IRRIG	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	582 LIGHTHSE IRRIG	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	2100 SUNSET DRIVE	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	840 LIGHTHSE PLANTE	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	850 LIGHTHSE PLANTE	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	882 LIGHTHSE PLANTE	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	106 7TH ST PARK	0.00	38.28
101	103497	08/08/22	438	CALIFORNIA AMERICAN	351	5222	643 HYDRANTS HYDT	0.00	39.26
101	103497	08/08/22	438	CALIFORNIA AMERICAN	411	5222	165 FOREST AVE FIRE	0.00	51.05
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	CENTRAL 4 IN FIRE	0.00	51.05
101	103497	08/08/22	438	CALIFORNIA AMERICAN	351	5222	600 PINE AVE FIRE	0.00	51.05
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	139 GRAND AVE	0.00	72.33
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	B & G 15%	0.00	74.70
101	103497	08/08/22	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST FIRE	0.00	85.65
101	103497	08/08/22	438	CALIFORNIA AMERICAN	501	5222	SUNSET-CORPYARD18%	0.00	89.63
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	585 LAUREL	0.00	93.59
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	130 LIGHTHOUSE IRRI	0.00	93.59
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	429 LIGHTHOUSE IRRG	0.00	185.78
101	103497	08/08/22	438	CALIFORNIA AMERICAN	131	5222	300 FOREST AVE	0.00	185.78
101	103497	08/08/22	438	CALIFORNIA AMERICAN	503	5222	391 OCEANVW-BERWICK	0.00	7,033.63
101	103497	08/08/22	438	CALIFORNIA AMERICAN	421	5222	980 PIEDMONT BALL P	0.00	7,419.07
TOTAL CHECK								0.00	51,836.81

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103498	08/12/22	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	103498	08/12/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	678.09
101	103498	08/12/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,705.82
TOTAL CHECK								0.00	2,453.15
101	103499	08/12/22	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	567.00
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	507.91
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	701.23
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	911.50
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:118 HEALTH	0.00	911.60
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	1,015.82
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	1,057.01
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	1,057.01
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,114.18
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	1,725.00
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	2,031.62
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,397.00
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	2,642.55
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,734.80
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,748.24
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	3,155.58
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,646.40
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,438.00
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	4,908.61
101	103500	08/12/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	6,342.12
TOTAL CHECK								0.00	44,396.80
101	103501	08/12/22	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	348.00
101	103501	08/12/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,453.02
TOTAL CHECK								0.00	2,801.02
101	103502	08/12/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,638.04
101	103502	08/12/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	15,517.53
101	103502	08/12/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	41,950.12
TOTAL CHECK								0.00	68,105.69
101	103503	08/12/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	655.29
101	103504	08/12/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	736.25
101	103505	08/12/22	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	365.00
101	103505	08/12/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,182.83
TOTAL CHECK								0.00	13,547.83
101	103506	08/12/22	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	103507	08/12/22	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	25.00
101	103508	08/12/22	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	23.09
101	103508	08/12/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	140.79

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ACCOUNTING PERIOD: 3/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103508	08/12/22	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,261.72
101	103508	08/12/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,956.99
101	103508	08/12/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,344.92
TOTAL CHECK								0.00	10,727.51
101	103509	08/12/22	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	103510	08/12/22	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	75.80
101	103510	08/12/22	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	103510	08/12/22	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	189.64
101	103510	08/12/22	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	338.31
101	103510	08/12/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	606.40
101	103510	08/12/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	616.33
TOTAL CHECK								0.00	2,014.43
101	103511	08/12/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	132.50
101	103512	08/12/22	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	103512	08/12/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	85.56
101	103512	08/12/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	106.88
101	103512	08/12/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	381.29
101	103512	08/12/22	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	457.17
101	103512	08/12/22	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	687.58
101	103512	08/12/22	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	103512	08/12/22	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,179.00
101	103512	08/12/22	2133	PERS	01	202	DED:0002 PERS	0.00	5,478.11
101	103512	08/12/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,545.37
101	103512	08/12/22	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,748.50
101	103512	08/12/22	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,080.52
101	103512	08/12/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	8,175.61
101	103512	08/12/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	9,166.00
101	103512	08/12/22	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,661.49
101	103512	08/12/22	2133	PERS	01	202	DED:01 PERS	0.00	10,955.02
TOTAL CHECK								0.00	67,585.17
101	103513	08/12/22	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	7.00
101	103513	08/12/22	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	897.32
TOTAL CHECK								0.00	904.32
101	103514	08/12/22	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	14.95
101	103515	08/12/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,099.92
101	103516	08/12/22	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,370.25
101	103517	08/12/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	103518	08/12/22	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	1,402.77
101	103519	08/12/22	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	41.88
101	103519	08/12/22	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	60.00
101	103519	08/12/22	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	105.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103519	08/12/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	209.40
101	103519	08/12/22	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	285.01
TOTAL CHECK								0.00	701.29
101	103521	08/15/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	105.77
101	103522	08/15/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	49.75
101	103522	08/15/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	57.48
101	103522	08/15/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	141.67
TOTAL CHECK								0.00	248.90
101	103523	08/15/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	85.04
101	103524	08/15/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	0.71
101	103525	08/15/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	0.93
101	103525	08/15/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	116.35
101	103525	08/15/22	2133	PERS	01	202	DED:01 PERS	0.00	237.86
TOTAL CHECK								0.00	355.14
101	103526	08/15/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	21.80
101	103527	08/17/22	9576	O'REILLY AUTO ENTER	505	5226	G1	0.00	93.14
101	103527	08/17/22	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	19.55
101	103527	08/17/22	9576	O'REILLY AUTO ENTER	503	5223	SUPPLIES	0.00	30.43
TOTAL CHECK								0.00	143.12
101	103528	08/17/22	4943	US BANK	133	5207	KHASIMI CC FY21/22	0.00	1,973.54
101	103528	08/17/22	4943	US BANK	401	5306	GODWIN CC FY21/22	0.00	28.78
101	103528	08/17/22	4943	US BANK	301	5291	PD TRAVEL CC FY21/2	0.00	38.05
101	103528	08/17/22	4943	US BANK	133	5224	KHASIMI CC FY21/22	0.00	59.46
101	103528	08/17/22	4943	US BANK	121	5306	LINDSTROM CC FY21/2	0.00	70.67
101	103528	08/17/22	4943	US BANK	133	5301	KHASIMI CC FY21/22	0.00	149.84
101	103528	08/17/22	4943	US BANK	133	5229	KHASIMI CC FY21/22	0.00	175.00
101	103528	08/17/22	4943	US BANK	133	5206	KHASIMI CC FY21/22	0.00	220.00
101	103528	08/17/22	4943	US BANK	133	5307	KHASIMI CC FY21/22	0.00	343.17
101	103528	08/17/22	4943	US BANK	201	5215	WYATT CC FY21/22	0.00	366.59
101	103528	08/17/22	4943	US BANK	133	5212	KHASIMI CC FY21/22	0.00	371.43
101	103528	08/17/22	4943	US BANK	301	5215	PD TRAVEL CC FY21/2	0.00	511.49
101	103528	08/17/22	4943	US BANK	121	5215	HARVEY CC FY21/22	0.00	1,455.40
TOTAL CHECK								0.00	5,763.42
101	103529	08/17/22	4943	US BANK	401	5303	GODWIN CC	0.00	14.99
101	103529	08/17/22	4943	US BANK	501	5261	GHO CC	0.00	15.96
101	103529	08/17/22	4943	US BANK	133	5206	KHASIMI CC	0.00	32.98
101	103529	08/17/22	4943	US BANK	121	5215	LINDSTROM CC	0.00	34.34
101	103529	08/17/22	4943	US BANK	121	5236	LIVIAN CC	0.00	35.00
101	103529	08/17/22	4943	US BANK	133	5212	KHASIMI CC	0.00	2.63
101	103529	08/17/22	4943	US BANK	133	5306	KHASIMI CC	0.00	7.60
101	103529	08/17/22	4943	US BANK	501	5215	GHO CC	0.00	550.00
101	103529	08/17/22	4943	US BANK	401	5303	WEIRICK CC	0.00	570.06
101	103529	08/17/22	4943	US BANK	401	5301	GODWIN CC	0.00	663.67

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103529	08/17/22	4943	US BANK	121	5215	HARVEY CC	0.00	902.01
101	103529	08/17/22	4943	US BANK	301	5215	MADALONE CC	0.00	908.88
101	103529	08/17/22	4943	US BANK	301	5291	PD TRAVEL CC	0.00	957.97
101	103529	08/17/22	4943	US BANK	201	5306	WYATT CC	0.00	1,464.08
101	103529	08/17/22	4943	US BANK	301	5215	PD TRAVEL CC	0.00	2,516.41
101	103529	08/17/22	4943	US BANK	501	5211	GHO CC	0.00	35.04
101	103529	08/17/22	4943	US BANK	133	5301	KHASIMI CC	0.00	187.68
101	103529	08/17/22	4943	US BANK	501	5309	GHO CC	0.00	190.10
101	103529	08/17/22	4943	US BANK	133	5224	KHASIMI CC	0.00	296.47
101	103529	08/17/22	4943	US BANK	101	5291	HARVEY CC	0.00	327.73
101	103529	08/17/22	4943	US BANK	401	5291	GODWIN CC	0.00	411.70
101	103529	08/17/22	4943	US BANK	133	5307	KHASIMI CC	0.00	466.54
TOTAL CHECK								0.00	10,591.84
101	103530	08/19/22	106	AMERICAN SUPPLY COM	503	5305	FY 21/22	0.00	112.56
101	103530	08/19/22	106	AMERICAN SUPPLY COM	503	5305	FY 21/22	0.00	119.30
101	103530	08/19/22	106	AMERICAN SUPPLY COM	503	5305	FY 21/22	0.00	228.38
101	103530	08/19/22	106	AMERICAN SUPPLY COM	503	5305	FY 21/22	0.00	71.23
101	103530	08/19/22	106	AMERICAN SUPPLY COM	503	5305	FY 21/22	0.00	601.44
101	103530	08/19/22	106	AMERICAN SUPPLY COM	503	5305	FY 21/22	0.00	1,540.88
101	103530	08/19/22	106	AMERICAN SUPPLY COM	503	5305	FY 21/22	0.00	1,724.72
TOTAL CHECK								0.00	4,398.51
101	103531	08/19/22	9399	ATHENA MEDICAL GROU	301	5201	NEW HIRE MEDICAL BA	0.00	548.00
101	103531	08/19/22	9399	ATHENA MEDICAL GROU	301	5201	NEW HIRE MEDICAL BA	0.00	548.00
TOTAL CHECK								0.00	1,096.00
101	103532	08/19/22	4061	GREG PATTERSON	503	5223	FY 21/22	0.00	95.00
101	103534	08/19/22	9699	GRETCHEN ROBINSON	01	4462	REFUND SWIM LESSONS	0.00	112.50
101	103536	08/19/22	1802	CITY OF MONTEREY	351	5227	UNIT 6414 FY21/22	0.00	6,967.22
101	103537	08/19/22	9576	O'REILLY AUTO ENTER	503	5227	UNIT 51 FY 21/22	0.00	31.25
101	103541	08/19/22	9638	STORELLI BROTHERS A	505	5227	JOB 1330 FY 21/22	0.00	1,926.31
101	103542	08/19/22	7555	ADT SECURITY SERVIC	503	5223	FY 22/23	0.00	189.96
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	505	5309	SAKER GREASE GUN	0.00	24.99
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	201	5303	BOOK	0.00	29.36
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	501	5309	TOY CONSTRUCTION HA	0.00	32.50
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	501	5301	SUPPLIES	0.00	34.23
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	501	5301	SUPPLIES	0.00	36.94
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	501	5301	SUPPLIES	0.00	46.38
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	201	5309	NATIONAL NIGHT OUT	0.00	48.87
101	103543	08/19/22	8330	AMAZON CAPITAL SERV	501	5275	SAFETY SHOES - CROS	0.00	206.59
TOTAL CHECK								0.00	459.86
101	103544	08/19/22	3905	AMERICAN LOCK & KEY	503	5223	LIBRARY	0.00	85.22
101	103544	08/19/22	3905	AMERICAN LOCK & KEY	503	5223	550 CENTRAL AVE	0.00	142.69
TOTAL CHECK								0.00	227.91

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103545	08/19/22	7585	AMERICAN SOLUTIONS	131	5303	AP CHECK STOCK	0.00	1,495.59
101	103546	08/19/22	106	AMERICAN SUPPLY COM	503	5305	SUPPLIES	0.00	125.23
101	103546	08/19/22	106	AMERICAN SUPPLY COM	503	5305	SUPPLIES	0.00	304.46
101	103546	08/19/22	106	AMERICAN SUPPLY COM	503	5305	SUPPLIES	0.00	711.50
101	103546	08/19/22	106	AMERICAN SUPPLY COM	503	5305	SUPPLIES	0.00	428.58
101	103546	08/19/22	106	AMERICAN SUPPLY COM	503	5305	SUPPLIES	0.00	4,095.04
TOTAL CHECK								0.00	5,664.81
101	103547	08/19/22	131	AMERICAN PUBLIC WOR	501	5261	08/01/22-07/31/23	0.00	740.00
101	103548	08/19/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
101	103550	08/19/22	6154	AT&T	421	5212	REC	0.00	33.97
101	103550	08/19/22	6154	AT&T	351	5212	SEWER ALARM	0.00	33.97
101	103550	08/19/22	6154	AT&T	133	5212	ADMIN ALARM	0.00	33.97
101	103550	08/19/22	6154	AT&T	351	5212	SEWER ALARM	0.00	33.97
TOTAL CHECK								0.00	135.88
101	103551	08/19/22	5363	AT&T CALNET 3	133	5212	ADMIN	0.00	24.42
101	103551	08/19/22	5363	AT&T CALNET 3	133	5206	PHONES	0.00	1,946.13
TOTAL CHECK								0.00	1,970.55
101	103552	08/19/22	8476	AT&T MOBILITY	133	5206	CEMTEREY INTERNET E	0.00	845.37
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5301	LIB SUPPLIES	0.00	5.39
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5301	LIB SUPPLIES	0.00	11.88
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5301	LIB SUPPLIES	0.00	15.34
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	74.42
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	177.57
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5301	LIB SUPPLIES	0.00	205.07
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	298.66
101	103553	08/19/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	2,011.61
TOTAL CHECK								0.00	2,799.94
101	103556	08/19/22	4061	GREG PATTERSON	503	5223	DOORKING MP 1 BTN	0.00	445.50
101	103558	08/19/22	3315	CALIFORNIA PRESERVA	201	5261	MEMBERSHIP RENEWAL	0.00	250.00
101	103559	08/19/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATS	0.00	28.70
101	103559	08/19/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATS	0.00	33.05
101	103559	08/19/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATS	0.00	122.63
TOTAL CHECK								0.00	184.38
101	103560	08/19/22	5198	CODE PUBLISHING, IN	101	5201	CODE UPDATE	0.00	312.75
101	103561	08/19/22	5171	COMCAST	133	5206	INTERNET - PW	0.00	106.16
101	103561	08/19/22	5171	COMCAST	133	5206	INTERNET - PD	0.00	151.16
101	103561	08/19/22	5171	COMCAST	133	5206	INTERNET - PW	0.00	228.62
TOTAL CHECK								0.00	485.94

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103562	08/19/22	3451	DE LAY & LAREDO	111	5203	JULY 2022	0.00	2,566.80
101	103563	08/19/22	819	DOCTORS ON DUTY MED	503	5291	PINHEIRO DMV PHYSIC	0.00	150.00
101	103563	08/19/22	819	DOCTORS ON DUTY MED	505	5291	GONZALEZ & CONDON D	0.00	300.00
TOTAL CHECK								0.00	450.00
101	103564	08/19/22	7424	EDGES ELECTRICAL GR	411	5223	INTERESTATE BATTERY	0.00	179.08
101	103565	08/19/22	904	ENGINEERED FIRE SYS	351	5201	PLAN REVIEW JULY 20	0.00	375.00
101	103566	08/19/22	926	EWING IRRIGATION PR	503	5223	STOCK	0.00	17.33
101	103567	08/19/22	960	FERGUSON ENTERPRISE	503	5223	ARNETT PARK	0.00	1,475.88
101	103568	08/19/22	592	FOREST HILL ACE HAR	503	5223	PERKINS PARK	0.00	6.27
101	103568	08/19/22	592	FOREST HILL ACE HAR	503	5223	PERKINS PARK	0.00	16.30
101	103568	08/19/22	592	FOREST HILL ACE HAR	503	5223	PERKINS PARK	0.00	93.68
TOTAL CHECK								0.00	116.25
101	103569	08/19/22	7127	GACHINA LANDSCAPE M	503	5201	FY22/23 PARK MOWING	0.00	1,599.00
101	103569	08/19/22	7127	GACHINA LANDSCAPE M	503	5201	FY22/23 PARK MOWING	0.00	1,599.00
TOTAL CHECK								0.00	3,198.00
101	103570	08/19/22	1044	GALLS PARENT HOLDIN	301	5291	UNIFORM ACCESSORIES	0.00	3,748.14
101	103571	08/19/22	7884	GARDAWORLD	131	5202	AUGUST 2022	0.00	86.97
101	103572	08/19/22	1104	GRANITE CONSTRUCTIO	505	5331	FY 22/23	0.00	706.44
101	103573	08/19/22	1138	GROVE MARKET	421	5361	PROGRAM SUPPLIES	0.00	3.68
101	103574	08/19/22	6743	HANA GARDENS SEASID	503	5223	LIGHTHOUSE	0.00	19.16
101	103574	08/19/22	6743	HANA GARDENS SEASID	503	5223	LIGHTHOUSE	0.00	104.37
101	103574	08/19/22	6743	HANA GARDENS SEASID	503	5223	LIGHTHOUSE	0.00	128.67
TOTAL CHECK								0.00	252.20
101	103575	08/19/22	1199	HAYWARD LUMBER COMP	503	5223		0.00	9.50
101	103575	08/19/22	1199	HAYWARD LUMBER COMP	505	5291		0.00	24.27
101	103575	08/19/22	1199	HAYWARD LUMBER COMP	505	5309		0.00	219.50
TOTAL CHECK								0.00	253.27
101	103577	08/19/22	6870	KERRY LINDSTROM	101	5261	MILEAGE ELECTIONS	0.00	30.44
101	103577	08/19/22	6870	KERRY LINDSTROM	121	5261	APPLICATION FEE REI	0.00	40.00
101	103577	08/19/22	6870	KERRY LINDSTROM	121	5261	MILEAGE REIMBURSEME	0.00	81.74
TOTAL CHECK								0.00	152.18
101	103578	08/19/22	3521	KIMBALL MIDWEST	502	5309		0.00	51.12
101	103579	08/19/22	9700	LARUEN COUDERC	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103580	08/19/22	9701	LEEZA WILLIAMS	01	214	DAMAGE DEPOSIT REFU	0.00	185.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103581	08/19/22	7086	LIBRARY IDEAS, LLC	401	5303	BOOKS & MATS	0.00	2.50
101	103583	08/19/22	4534	HOMETEK	503	5223	MEMORIAL BENCH PRGR	0.00	165.00
101	103584	08/19/22	1568	M & S BUILDING SUPP	503	5223	MEMORIAL BENCH PRGR	0.00	171.99
101	103586	08/19/22	1607	MARTIN'S IRRIGATION	503	5223	BACK FLOW	0.00	1,118.39
101	103587	08/19/22	5364	MONTEREY BAY AIR RE	101	5261	CAPITA ASSESSM 22/2	0.00	7,380.50
101	103588	08/19/22	8666	JENNIFER MCADAMS	101	5215	LEAUGE OF CA CITIES	0.00	1,847.20
101	103589	08/19/22	3304	MIDWEST TAPE	401	5303	BOOKS & MAT	0.00	22.82
101	103589	08/19/22	3304	MIDWEST TAPE	401	5303	BOOKS & MAT	0.00	145.41
101	103589	08/19/22	3304	MIDWEST TAPE	401	5303	BOOKS & MAT	0.00	191.87
TOTAL CHECK								0.00	360.10
101	103590	08/19/22	3443	MONTEREY BAY PEST C	351	5223	PD - RODENT CONTROL	0.00	180.00
101	103591	08/19/22	1735	MONTEREY CO. BUSINE	101	5261	2022 MEMBERSHIP	0.00	500.00
101	103592	08/19/22	3807	MONTEREY COUNTY WEE	121	5221	2ND READ SALARY CLA	0.00	126.95
101	103592	08/19/22	3807	MONTEREY COUNTY WEE	121	5221	2ND RD CIP BUDGET	0.00	126.95
TOTAL CHECK								0.00	253.90
101	103593	08/19/22	1798	MONTEREY ONE WATER	401	5222	07/01/2022-08/31/20	0.00	98.96
101	103593	08/19/22	1798	MONTEREY ONE WATER	411	5222	07/01/2022-08/31/20	0.00	197.92
101	103593	08/19/22	1798	MONTEREY ONE WATER	501	5222	07/01/2022-08/31/20	0.00	197.92
101	103593	08/19/22	1798	MONTEREY ONE WATER	421	5222	07/01/2022-08/31/20	0.00	593.76
101	103593	08/19/22	1798	MONTEREY ONE WATER	131	5222	07/01/2022-08/31/20	0.00	692.72
101	103593	08/19/22	1798	MONTEREY ONE WATER	503	5222	07/01/2022-08/31/20	0.00	3,395.52
TOTAL CHECK								0.00	5,176.80
101	103595	08/19/22	6431	QUADIENT FINANCE US	131	5291	POSTAGE/SUPPIES	0.00	925.31
101	103596	08/19/22	8098	NICHOLAS SMITH	101	5215	LEAUGE OF CA CITIES	0.00	1,321.70
101	103597	08/19/22	1958	ODP BUSINESS SOLUTI	401	5211	POSTAGE	0.00	11.60
101	103597	08/19/22	1958	ODP BUSINESS SOLUTI	401	5301	LIB SUPPLIES	0.00	15.76
101	103597	08/19/22	1958	ODP BUSINESS SOLUTI	401	5301	LIB SUPPLIES	0.00	49.02
101	103597	08/19/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	84.22
101	103597	08/19/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	86.83
101	103597	08/19/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	58.92
101	103597	08/19/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	151.84
TOTAL CHECK								0.00	458.19
101	103598	08/19/22	9576	O'REILLY AUTO ENTER	502	5309	STOCK	0.00	17.93
101	103598	08/19/22	9576	O'REILLY AUTO ENTER	301	5227	PD UNIT 5	0.00	25.04
101	103598	08/19/22	9576	O'REILLY AUTO ENTER	502	5309	STOCK	0.00	60.05
TOTAL CHECK								0.00	103.02
101	103599	08/19/22	7054	ORLANDO PEREZ	301	5215	UBER HOTEL-AIRPORT	0.00	21.95

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103599	08/19/22	7054	ORLANDO PEREZ	301	5215	PER DIEM 8/21-8/24	0.00	191.25
TOTAL CHECK								0.00	213.20
101	103600	08/19/22	5567	OVERDRIVE, INC.	401	5303	BOOKS & MATS	0.00	5.98
101	103601	08/19/22	2024	PACIFIC GAS & ELECT	505	5222	GOLF STREETS	0.00	31.76
101	103601	08/19/22	2024	PACIFIC GAS & ELECT	505	5222	GOLF STREETS	0.00	39.00
101	103601	08/19/22	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	270.67
101	103601	08/19/22	2024	PACIFIC GAS & ELECT	501	5222	PW	0.00	709.20
TOTAL CHECK								0.00	1,050.63
101	103602	08/19/22	2062	PACIFIC WEST WATER	201	5301	OFFICE SUPPLIES	0.00	42.85
101	103602	08/19/22	2062	PACIFIC WEST WATER	131	5301	OFFICE SUPPLIES	0.00	42.85
TOTAL CHECK								0.00	85.70
101	103605	08/19/22	8429	PURE JANITORIAL LLC	411	5223	JANITORIAL - JULY	0.00	2,385.00
101	103606	08/19/22	2219	PURE WATER	501	5309	FY 22/23	0.00	23.17
101	103606	08/19/22	2219	PURE WATER	502	5309	FY 22/23	0.00	23.17
101	103606	08/19/22	2219	PURE WATER	503	5309	FY 22/23	0.00	23.17
101	103606	08/19/22	2219	PURE WATER	505	5309	FY 22/23	0.00	23.17
TOTAL CHECK								0.00	92.68
101	103607	08/19/22	2241	R & S ERECTION OF M	503	5223	SEWER BARN DOOR	0.00	400.00
101	103608	08/19/22	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	153.98
101	103609	08/19/22	2276	BECKS SHOES AND REP	501	5275	SAFETY BOOTS GOMEZ	0.00	225.85
101	103609	08/19/22	2276	BECKS SHOES AND REP	501	5275	SAFETY SHOES-PINHEI	0.00	241.16
TOTAL CHECK								0.00	467.01
101	103610	08/19/22	4468	RENTAL DEPOT MONTER	503	5223	STUMP CUTTER	0.00	727.50
101	103610	08/19/22	4468	RENTAL DEPOT MONTER	503	5223	STUMP CUTTER	0.00	945.01
101	103610 V	08/19/22	4468	RENTAL DEPOT MONTER	503	5223	STUMP CUTTER	0.00	-727.50
101	103610 V	08/19/22	4468	RENTAL DEPOT MONTER	503	5223	STUMP CUTTER	0.00	-945.01
TOTAL CHECK								0.00	0.00
101	103611	08/19/22	2371	SAFETY-KLEEN SYSTEM	502	5309	FY 22/23	0.00	153.50
101	103612	08/19/22	3828	SAME DAY SHRED	301	5291	SHREDDING SERVICE	0.00	45.00
101	103613	08/19/22	9697	SARAH SANDERS	01	4201	SOUND PERMIT REFUND	0.00	82.00
101	103613	08/19/22	9697	SARAH SANDERS	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103613	08/19/22	9697	SARAH SANDERS	01	4670	REFUND-25% FEE	0.00	412.25
TOTAL CHECK								0.00	683.25
101	103614	08/19/22	2448	SENTRY ALARM SYSTEM	411	5223	MUSEUM 165 FOREST A	0.00	1,262.46
101	103615	08/19/22	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	117.83
101	103616	08/19/22	9336	STAPHANY ARRIOLA	421	5361	NATIONAL NIGHT OUT	0.00	8.82

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103617	08/19/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	863.15
101	103618	08/19/22	9224	SOLID WASTE ASSOC.	501	5261	ANNUAL MEMBERSHIP	0.00	275.00
101	103619	08/19/22	2680	TOPE'S TREE SERVICE	513	5201	FY22/23 TREE MAINTE	0.00	23,762.50
101	103620	08/19/22	4650	TORO PETROLEUM CORP	351	5311	FD 600 PINE	0.00	2,162.93
101	103621	08/19/22	8379	TRANSUNION RISK AND	301	5201	4170441/TLO	0.00	75.00
101	103623	08/19/22	5252	ULINE	301	5291	PD BAGS	0.00	429.51
101	103624	08/19/22	2800	ROXANE VIRAY	301	5123	AUGUST 2022	0.00	150.00
101	103625	08/19/22	6216	MONTEREY BAY TREEWO	513	5201	7/25 - 8/5/2022	0.00	2,900.00
101	103625	08/19/22	6216	MONTEREY BAY TREEWO	513	5201	7/11 TO 7/22/22	0.00	3,100.00
101	103625	08/19/22	6216	MONTEREY BAY TREEWO	513	5201	6/26 TO 7/4/22	0.00	3,400.00
TOTAL CHECK								0.00	9,400.00
101	103626	08/19/22	8136	WELLS FARGO VENDOR	501	5225	FY 22/23 KONIKA LEA	0.00	147.67
101	103626	08/19/22	8136	WELLS FARGO VENDOR	401	5225	FY 22/23 KONIKA LEA	0.00	165.14
101	103626	08/19/22	8136	WELLS FARGO VENDOR	301	5225	FY 22/23 KONIKA LEA	0.00	174.07
101	103626	08/19/22	8136	WELLS FARGO VENDOR	131	5225	FY 22/23 KONIKA LEA	0.00	174.07
101	103626	08/19/22	8136	WELLS FARGO VENDOR	121	5225	FY 22/23 KONIKA LEA	0.00	175.12
101	103626	08/19/22	8136	WELLS FARGO VENDOR	201	5225	FY 22/23 KONIKA LEA	0.00	203.51
TOTAL CHECK								0.00	1,039.58
101	103627	08/19/22	9698	WILLIAM MARTIN	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103628	08/19/22	2890	H.W. WILSON	401	5303	BOOKS & MAT	0.00	295.70
101	103629	08/19/22	7266	WT COX INFORMATION	401	5303	BOOKS & MATS	0.00	3,458.40
101	103630	08/19/22	9562	ELLIS INVESTIGATION	121	5237	IMPARTIAL WORKPLACE	0.00	7,377.50
101	103631 V	08/19/22	3823	SCHOLASTIC LIBRARY	121	5219	CONFIDENTIAL SHREAD	0.00	-45.00
101	103631	08/19/22	3823	SCHOLASTIC LIBRARY	121	5219	CONFIDENTIAL SHREAD	0.00	45.00
TOTAL CHECK								0.00	0.00
101	103632	08/19/22	2606	SUMMIT UNIFORMS	301	5291	UNIFORM/CROWDER	0.00	357.66
101	103633	08/19/22	8848	BRYCE CONSULTING IN	121	5237	COMPENSATION STUDY	0.00	892.50
101	103634	08/19/22	402	CA DEPT OF JUSTICE	121	5201	BACKGROUND CHECK	0.00	128.00
101	103635	08/19/22	9562	ELLIS INVESTIGATION	121	5237	INVESITGATION	0.00	1,885.00
101	103636	08/19/22	1523	LIEBERT CASSIDY WHI	121	5205	LABOR RELATIONS/POA	0.00	3,369.00
101	103636	08/19/22	1523	LIEBERT CASSIDY WHI	121	5205	LEGAL SERVICES - EM	0.00	1,623.00
TOTAL CHECK								0.00	4,992.00
101	103637	08/19/22	4299	NOLAND, HAMERLY, ET	131	5201	ASSISTANCE WITH DEV	0.00	949.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103637	08/19/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL SERVICES	0.00	813.63
101	103637	08/19/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL SERVICES	0.00	3,503.80
101	103637	08/19/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL SERVICES	0.00	3,654.62
101	103637	08/19/22	4299	NOLAND, HAMERLY, ET	121	5205	MANAGEMENT REPRESEN	0.00	3,303.33
TOTAL CHECK								0.00	12,224.38
101	103640	08/24/22	3828	SAME DAY SHRED	121	5291	CONFIDENTIAL SHRED	0.00	45.00
101	103641	08/26/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	678.09
101	103641	08/26/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,742.06
101	103641	08/26/22	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
TOTAL CHECK								0.00	2,489.39
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	507.91
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	701.23
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	911.50
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:118 HEALTH	0.00	911.60
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	1,015.82
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	1,057.01
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	1,057.01
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,114.18
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	1,725.00
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	2,031.62
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,397.00
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,734.80
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,748.24
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,804.96
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,171.06
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,646.40
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,438.00
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	4,908.61
101	103642	08/26/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	6,342.12
TOTAL CHECK								0.00	44,574.69
101	103643	08/26/22	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	348.00
101	103643	08/26/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,347.25
TOTAL CHECK								0.00	2,695.25
101	103644	08/26/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,474.20
101	103644	08/26/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	15,693.27
101	103644	08/26/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	42,302.69
TOTAL CHECK								0.00	68,470.16
101	103645	08/26/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	655.29
101	103646	08/26/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	760.00
101	103647	08/26/22	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	365.00
101	103647	08/26/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,096.57
TOTAL CHECK								0.00	13,461.57

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103648	08/26/22	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	103649	08/26/22	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	25.00
101	103650	08/26/22	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,335.92
101	103650	08/26/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,871.76
101	103650	08/26/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,140.36
101	103650	08/26/22	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	19.52
101	103650	08/26/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	76.66
TOTAL CHECK								0.00	10,444.22
101	103651	08/26/22	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	103652	08/26/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	587.45
101	103652	08/26/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	616.33
101	103652	08/26/22	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	94.75
101	103652	08/26/22	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	103652	08/26/22	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	189.64
101	103652	08/26/22	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	338.31
TOTAL CHECK								0.00	2,014.43
101	103653	08/26/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	130.28
101	103654	08/26/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	382.45
101	103654	08/26/22	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	469.63
101	103654	08/26/22	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	817.43
101	103654	08/26/22	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	103654	08/26/22	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,179.00
101	103654	08/26/22	2133	PERS	01	202	DED:0002 PERS	0.00	5,478.11
101	103654	08/26/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,594.67
101	103654	08/26/22	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,748.50
101	103654	08/26/22	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,092.77
101	103654	08/26/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	8,581.88
101	103654	08/26/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	9,627.36
101	103654	08/26/22	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,886.00
101	103654	08/26/22	2133	PERS	01	202	DED:01 PERS	0.00	11,054.66
101	103654	08/26/22	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	103654	08/26/22	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	9.94
101	103654	08/26/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	85.56
101	103654	08/26/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	107.60
101	103654	08/26/22	2133	PERS	01	202	DED:0000 PERS	0.00	129.87
TOTAL CHECK								0.00	69,122.50
101	103655	08/26/22	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	897.32
101	103656	08/26/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,034.92
101	103657	08/26/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	103658	08/26/22	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	712.12
101	103659	08/26/22	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	41.88

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103659	08/26/22	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	60.00
101	103659	08/26/22	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	105.00
101	103659	08/26/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	209.40
101	103659	08/26/22	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	285.01
TOTAL CHECK								0.00	701.29
101	103660	08/29/22	2133	PERS	101	5145	AUG 2022 UAL	0.00	500.00
101	103660	08/29/22	2133	PERS	131	5145	AUG 2022 UAL	0.00	11,500.00
101	103660	08/29/22	2133	PERS	401	5145	AUG 2022 UAL	0.00	11,583.33
101	103660	08/29/22	2133	PERS	201	5145	AUG 2022 UAL	0.00	13,833.33
101	103660	08/29/22	2133	PERS	505	5145	AUG 2022 UAL	0.00	18,583.33
101	103660	08/29/22	2133	PERS	351	5145	AUG 2022 UAL	0.00	99,750.00
101	103660	08/29/22	2133	PERS	301	5145	AUG 2022 UAL	0.00	118,603.25
101	103660	08/29/22	2133	PERS	133	5145	AUG 2022 UAL	0.00	2,583.33
101	103660	08/29/22	2133	PERS	502	5145	AUG 2022 UAL	0.00	2,916.67
101	103660	08/29/22	2133	PERS	501	5145	AUG 2022 UAL	0.00	3,583.33
101	103660	08/29/22	2133	PERS	421	5145	AUG 2022 UAL	0.00	5,416.67
101	103660	08/29/22	2133	PERS	121	5145	AUG 2022 UAL	0.00	10,000.00
101	103660	08/29/22	2133	PERS	503	5145	AUG 2022 UAL	0.00	10,166.67
101	103660	08/29/22	2133	PERS	513	5145	AUG 2022 UAL	0.00	250.00
TOTAL CHECK								0.00	309,269.91
101	V8092023	08/10/22	9196	DIANNE LYLE	421	5208	ALJD HEAT	0.00	168.00
101	V8092023	08/10/22	9196	DIANNE LYLE	421	5208	ALJD LEVEL 2	0.00	246.40
101	V8092023	08/10/22	9196	DIANNE LYLE	421	5208	ALJD LEVEL 3	0.00	431.20
101	V8092023	08/10/22	9196	DIANNE LYLE	421	5208	CONTEMPORARY BALLET	0.00	630.00
TOTAL CHECK								0.00	1,475.60
101	V8102022	08/10/22	8974	ALENA RACHELLE WAGR	421	5208	PS LEVEL 1 SESSION	0.00	168.00
101	V8102022	08/10/22	8974	ALENA RACHELLE WAGR	421	5208	PS LEVEL 2 SESSION	0.00	126.00
TOTAL CHECK								0.00	294.00
101	V8102023	08/10/22	2987	HARRIS & ASSOCIATES	201	5202	CONTRACT PLANNING S	0.00	22,281.25
101	V8192022	08/19/22	7708	BENJAMIN JENNINGS H	121	5428	CELL PHONE MAY & JU	0.00	206.12
101	V8192023	08/19/22	7708	BENJAMIN JENNINGS H	121	5428	CELL PHONE REIM JUL	0.00	102.31
101	V8192024	08/19/22	3835	REPUBLIC ELEVATOR,	411	5223	SERVICE CALL 7/20/2	0.00	299.49
101	V8192024	08/19/22	3835	REPUBLIC ELEVATOR,	503	5223	MAINTENANCE - JULY	0.00	1,295.26
TOTAL CHECK								0.00	1,594.75
TOTAL CASH ACCOUNT								0.00	1,837,927.93
TOTAL FUND								0.00	1,837,927.93

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 04 - HYPERBARIC CHAMBER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103554	08/19/22	6290	BAUER COMPRESSORS	352	5224	2022 ANNUAL PM	0.00	1,710.47
TOTAL CASH ACCOUNT								0.00	1,710.47
TOTAL FUND								0.00	1,710.47

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 07 - LIBRARY BLDG & EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103437	08/05/22	8532	CROZIER STUDIOS	402	5291	ART CURATION/INSTAL	0.00	1,470.00
TOTAL CASH ACCOUNT								0.00	1,470.00
TOTAL FUND								0.00	1,470.00

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 08 - MUSEUM IMPROVEMENT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103485	08/05/22	1758	THE MONTEREY COUNTY	412	6021	CIP 22-06	0.00	162.30
TOTAL CASH ACCOUNT								0.00	162.30
TOTAL FUND								0.00	162.30

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 10 - HOSPITALITY IMPRVMT DIST.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103535	08/19/22	1788	MONTEREY COUNTY CON	104	5201	APRIL - JUNE 2022	0.00	65,634.73
101	103539	08/19/22	2028	PACIFIC GROVE CHAMB	104	5201	HID APRIL - JUNE 20	0.00	65,634.73
TOTAL CASH ACCOUNT								0.00	131,269.46
TOTAL FUND								0.00	131,269.46

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 11 - LIBRARY BOOK FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103369	08/05/22	8818	AMAZON.COM	403	5303	ZIP BOOKS FY21/22	0.00	933.98
101	103528	08/17/22	4943	US BANK	403	5303	WEIRICK CC FY 21/22	0.00	16.30
101	103528	08/17/22	4943	US BANK	403	5303	WEIRICK CC FY 21/22	0.00	2,696.20
TOTAL CHECK								0.00	2,712.50
TOTAL CASH ACCOUNT								0.00	3,646.48
TOTAL FUND								0.00	3,646.48

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 14 - CIVIC CENTER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103593	08/19/22	1798	MONTEREY ONE WATER	704	5207	07/01/2022-08/31/20	0.00	395.84
TOTAL CASH ACCOUNT								0.00	395.84
TOTAL FUND								0.00	395.84

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 15 - HOUSING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103404	08/05/22	9546	BENEVATE INC	202	5239	SOFT WARE FOR ENROL	0.00	6,402.00
101	103464	08/05/22	1770	MONTEREY COUNTY REC	202	5424	954 SYIDA DRIVE	0.00	51.00
101	103464	08/05/22	1770	MONTEREY COUNTY REC	202	5424	1220 FUNSTON AVE.	0.00	4.00
TOTAL CHECK								0.00	55.00
101	103660	08/29/22	2133	PERS	204	5145	AUG 2022 UAL	0.00	916.67
TOTAL CASH ACCOUNT								0.00	7,373.67
TOTAL FUND								0.00	7,373.67

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 17 - LOCAL STREETS AND ROADS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103389	08/05/22	5689	GRAHAM CONTRACTORS	522	6041	CIP 22-02	0.00	13,613.34
101	103405	08/05/22	1896	NEILL ENGINEERS COR	522	6041	CIP 22-01	0.00	3,927.00
TOTAL CASH ACCOUNT								0.00	17,540.34
TOTAL FUND								0.00	17,540.34

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	29.59
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	42.04
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	0.60
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	15.89
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	15.74
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	14.86
TOTAL CHECK								0.00	118.72
101	103474	08/05/22	2024	PACIFIC GAS & ELECT	508	5222	PW	0.00	7,128.74
101	103497	08/08/22	438	CALIFORNIA AMERICAN	508	5222	ST FUND 50%	0.00	248.99
101	103533	08/19/22	467	CALTRANS	508	5331	APRIL 2022- JUNE 20	0.00	880.06
101	103585	08/19/22	8647	MAIN STREET SIGNS	508	5331	SIGNS	0.00	126.56
101	103585	08/19/22	8647	MAIN STREET SIGNS	508	5331	SIGNS	0.00	94.07
TOTAL CHECK								0.00	220.63
101	103622	08/19/22	8009	TROJAN TECHNOLOGIES	508	5331	STREET LAMP	0.00	1,772.63
101	103660	08/29/22	2133	PERS	508	5145	AUG 2022 UAL	0.00	1,833.33
TOTAL CASH ACCOUNT								0.00	12,203.10
TOTAL FUND								0.00	12,203.10

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 21 - DRUG AWARENESS (DARE)

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103529	08/17/22	4943	US BANK	302	5291	FRANCIS CC	0.00	531.07
101	103604	08/19/22	2180	POSITIVE PROMOTIONS	302	5291	NATIONAL NIGHT OUT	0.00	59.13
101	103623	08/19/22	5252	ULINE	302	5291	PD BAGS	0.00	109.80
TOTAL CASH ACCOUNT								0.00	700.00
TOTAL FUND								0.00	700.00

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 24 - LOVERS POINT POOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103530	08/19/22	106	AMERICAN SUPPLY COM	425	5309	FY 21/22	0.00	445.88
TOTAL CASH ACCOUNT								0.00	445.88
TOTAL FUND								0.00	445.88

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	1.50
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	47.82
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	49.99
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	50.62
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	55.43
TOTAL CHECK								0.00	205.36
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	19.12
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	4.17
TOTAL CHECK								0.00	23.29
101	103440	08/05/22	8581	ESCARRAGA'S LUXURY	413	5223	LH CLEANING	0.00	380.00
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	413	5223	FY 22/23 ALARM SERV	0.00	960.00
101	103497	08/08/22	438	CALIFORNIA AMERICAN	413	5222	90 ASILOMAR	0.00	91.75
101	103551	08/19/22	5363	AT&T CALNET 3	413	5212	LIGHTHOUSE	0.00	23.96
101	103593	08/19/22	1798	MONTEREY ONE WATER	413	5222	07/01/2022-08/31/20	0.00	98.96
TOTAL CASH ACCOUNT								0.00	1,783.32
TOTAL FUND								0.00	1,783.32

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 40 - POETRY PROMOTION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103489	08/05/22	2783	PATRICE VECCHIONE	405	5291	POETRY PROGRAM	0.00	700.00
101	103528	08/17/22	4943	US BANK	405	5291	WEIRICK CC FY 21/22	0.00	89.00
101	103593	08/19/22	1798	MONTEREY ONE WATER	405	5291	07/01/2022-08/31/20	0.00	142.14
TOTAL CASH ACCOUNT								0.00	931.14
TOTAL FUND								0.00	931.14

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 41 - YOUNT INCOME FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103386	08/05/22	9506	DUDEK	510	6031	GWP MANAGEMENT PLAN	0.00	3,442.50
101	103660	08/29/22	2133	PERS	510	5145	AUG 2022 UAL	0.00	166.67
TOTAL CASH ACCOUNT								0.00	3,609.17
TOTAL FUND								0.00	3,609.17

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103496	08/05/22	9402	MARK43, INC.	304	5201	RMS	0.00	15,380.00
TOTAL CASH ACCOUNT								0.00	15,380.00
TOTAL FUND								0.00	15,380.00

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 46 - STRONG DISBURSEMENT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103376	08/05/22	7268	CALIFORNIA JPIA	461	6021	ADA COMPLIANCE ASSE	0.00	50,000.00
TOTAL CASH ACCOUNT								0.00	50,000.00
TOTAL FUND								0.00	50,000.00

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103389	08/05/22	5689	GRAHAM CONTRACTORS	631	6041	CIP 22-02	0.00	175,246.66
101	103405	08/05/22	1896	NEILL ENGINEERS COR	631	6041	CIP 22-02	0.00	732.00
101	103435	08/05/22	4467	WM.J. CLARK TRUCKIN	631	6031	CIP 22-23	0.00	2,344.66
101	103435	08/05/22	4467	WM.J. CLARK TRUCKIN	631	6031	CIP 22-23	0.00	2,359.55
TOTAL CHECK								0.00	4,704.21
TOTAL CASH ACCOUNT								0.00	180,682.87
TOTAL FUND								0.00	180,682.87

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103408	08/05/22	4279	PARS	703	5141	5/31/22 PARS FEES	0.00	371.46
101	103520	08/11/22	1	CALPERS HEALTH	703	5123	AUG 2022 RET & CHGS	0.00	13,319.11
101	103540	08/19/22	4279	PARS	703	5141	JUNE 2022	0.00	369.79
101	103638	08/22/22	9360	STANDARD INSURANCE	703	5234	AUG 2022 PREM	0.00	5,380.84
101	103639	08/22/22	8211	STANDARD INSURANCE	703	5123	AUG 2022 PREM	0.00	3,147.55
101	V8092022	08/10/22	9163	CLAREMONT BEHAVIORA	703	5123	AUGUST 2022	0.00	648.15
TOTAL CASH ACCOUNT								0.00	23,236.90
TOTAL FUND								0.00	23,236.90

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103660	08/29/22	2133	PERS	701	5145	AUG 2022 UAL	0.00	666.67
TOTAL CASH ACCOUNT								0.00	666.67
TOTAL FUND								0.00	666.67

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103557	08/19/22	7268	CALIFORNIA JPIA	702	5231	POLLUTION LIAB 22-2	0.00	4,987.00
101	103660	08/29/22	2133	PERS	702	5145	AUG 2022 UAL	0.00	500.00
TOTAL CASH ACCOUNT								0.00	5,487.00
TOTAL FUND								0.00	5,487.00

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	741	5223	FY 22/23 ALARM SERV	0.00	1,428.00
101	103497	08/08/22	438	CALIFORNIA AMERICAN	741	5222	1313 OCEAN VIEW BLV	0.00	40,555.64
101	103593	08/19/22	1798	MONTEREY ONE WATER	741	5222	07/01/2022-08/31/20	0.00	17,519.37
101	103601	08/19/22	2024	PACIFIC GAS & ELECT	741	5222	LWP	0.00	12,665.96
101	103603	08/19/22	7716	PERC WATER CORPORAT	741	5201	JULY 2022	0.00	26,893.52
TOTAL CASH ACCOUNT								0.00	99,062.49
TOTAL FUND								0.00	99,062.49

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103372	08/05/22	9692	ASHLEY CALLAU	75	4484	OVER PAYMENT	0.00	54.78
101	103395	08/05/22	9654	MICHAEL KAPLAN	75	4481	OVER PAYMENT	0.00	138.37
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	124.04
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	82.30
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	77.20
101	103399	08/05/22	1694	MISSION UNIFORM SER	601	5309	JUNE 2022	0.00	115.68
TOTAL CHECK								0.00	450.78
101	103403	08/05/22	1802	CITY OF MONTEREY	601	5309	CASKET LINER	0.00	389.00
101	103409	08/05/22	6411	QUADIENT LEASING US	601	5225	MAIL MACHINE	0.00	10.23
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	3.03
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	24.37
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	47.89
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	19.79
TOTAL CHECK								0.00	92.05
101	103441	08/05/22	926	EWING IRRIGATION PR	601	5309	CEMETERY	0.00	71.87
101	103449	08/05/22	1105	GRANITE ROCK COMPAN	601	5309	STREET DEPARTMENT	0.00	725.41
101	103449	08/05/22	1105	GRANITE ROCK COMPAN	601	5309	LIGHTHOUSE	0.00	107.11
101	103449	08/05/22	1105	GRANITE ROCK COMPAN	601	5309	CEMETERY	0.00	41.86
TOTAL CHECK								0.00	874.38
101	103481	08/05/22	2448	SENTRY ALARM SYSTEM	601	5309	FY 22/23 ALARM SERV	0.00	768.00
101	103490	08/05/22	2786	VERIZON WIRELESS	601	5212	CEM	0.00	20.02
101	103497	08/08/22	438	CALIFORNIA AMERICAN	601	5222	CEM 4%	0.00	19.92
101	103497	08/08/22	438	CALIFORNIA AMERICAN	601	5222	1254 DELMONTECEM70%	0.00	350.31
TOTAL CHECK								0.00	370.23
101	103549	08/19/22	156	ASCO PACIFIC INCORP	601	5351	CEMETERY	0.00	1,039.64
101	103575	08/19/22	1199	HAYWARD LUMBER COMP	601	5309		0.00	36.76
101	103575	08/19/22	1199	HAYWARD LUMBER COMP	601	5309		0.00	58.48
TOTAL CHECK								0.00	95.24
101	103576	08/19/22	9703	JOHN ARDELL	601	5502	CEM RESALE INVENTOR	0.00	2,917.60
101	103582	08/19/22	8118	LLORIN-VELASQUEZ CO	601	5201	CEMETERY JULY 2022	0.00	2,650.00
101	103606	08/19/22	2219	PURE WATER	601	5309	FY 22/23	0.00	23.16

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103660	08/29/22	2133	PERS	601	5145	AUG 2022 UAL	0.00	1,333.33
TOTAL CASH ACCOUNT								0.00	11,301.71
TOTAL FUND								0.00	11,301.71

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	115.68
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	77.20
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	82.30
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	124.04
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	12.89
101	103399	08/05/22	1694	MISSION UNIFORM SER	611	5309	JUNE 2022	0.00	12.89
TOTAL CHECK								0.00	450.78
101	103405	08/05/22	1896	NEILL ENGINEERS COR	612	6051	CIP 22-03	0.00	6,698.00
101	103422	08/05/22	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	40.60
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	17.69
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	11.35
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	10.73
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	OCEANVIEW BLVD & 8T	0.00	6.91
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	7.29
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	235.70
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	319.43
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	40.39
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	58.97
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	65.68
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	114.62
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	104.69
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	159.61
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	134.00
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	23.13
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	42.76
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	42.84
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	46.89
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	30.13
TOTAL CHECK								0.00	1,472.81
101	103447	08/05/22	9588	GENUINE PARTS COMPA	611	5227	UNIT #47	0.00	48.98
101	103447	08/05/22	9588	GENUINE PARTS COMPA	611	5227	UNIT # 52	0.00	24.64
TOTAL CHECK								0.00	73.62
101	103466	08/05/22	1801	MONTEREY TIRE SERVI	611	5226	G1	0.00	1,483.61
101	103469	08/05/22	1896	NEILL ENGINEERS COR	611	5201	JULY 2022 RETAINER	0.00	1,000.00
101	103471	08/05/22	1988	O'REILLY & ASSOCIAT	611	5227	UNIT 47	0.00	116.57
101	103471 V	08/05/22	1988	O'REILLY & ASSOCIAT	611	5227	UNIT 47	0.00	-116.57
TOTAL CHECK								0.00	0.00
101	103497	08/08/22	438	CALIFORNIA AMERICAN	611	5222	1273 CRESPI POND 50	0.00	65.03
101	103497	08/08/22	438	CALIFORNIA AMERICAN	611	5222	SEWER 8%	0.00	39.84
101	103497	08/08/22	438	CALIFORNIA AMERICAN	611	5222	100 OCEANVW IRRIG	0.00	38.28
TOTAL CHECK								0.00	143.15

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103527	08/17/22	9576	O'REILLY AUTO ENTER	611	5227	UNIT 47	0.00	116.57
101	103550	08/19/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97
101	103550	08/19/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97
TOTAL CHECK								0.00	67.94
101	103555	08/19/22	8579	BEFORE THE MOVIE IN	611	5221	8/1/2022 - 9/1/2022	0.00	199.00
101	103575	08/19/22	1199	HAYWARD LUMBER COMP	611	5227		0.00	10.68
101	103594	08/19/22	1801	MONTEREY TIRE SERVI	611	5226	G1	0.00	1,483.61
101	103594	08/19/22	1801	MONTEREY TIRE SERVI	611	5227	UNIT 45	0.00	501.46
TOTAL CHECK								0.00	1,985.07
101	103598	08/19/22	9576	O'REILLY AUTO ENTER	611	5227	#44	0.00	22.83
101	103601	08/19/22	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	24,684.36
101	103606	08/19/22	2219	PURE WATER	611	5309	FY 22/23	0.00	23.16
101	103660	08/29/22	2133	PERS	611	5145	AUG 2022 UAL	0.00	10,416.67
TOTAL CASH ACCOUNT								0.00	48,888.85
TOTAL FUND								0.00	48,888.85

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	46.92
101	103423	08/05/22	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	98.95
TOTAL CHECK								0.00	145.87
101	103497	08/08/22	438	CALIFORNIA AMERICAN	621	5222	1273 CRESPI POND 50	0.00	65.04
101	103497	08/08/22	438	CALIFORNIA AMERICAN	621	5222	77 ASILOMAR FIRE SV	0.00	85.65
101	103497	08/08/22	438	CALIFORNIA AMERICAN	621	5222	1254 DELMONTEGOLF30	0.00	150.13
101	103497	08/08/22	438	CALIFORNIA AMERICAN	625	5222	77 ASILOMAR GOLF HS	0.00	1,814.16
TOTAL CHECK								0.00	2,114.98
101	103538	08/19/22	7474	PACIFIC GROVE CAPIT	622	6061	PER COURSCO CONTRAC	0.00	11,151.48
101	103538	08/19/22	7474	PACIFIC GROVE CAPIT	622	6061	PER COURSCO CONTRAC	0.00	15,421.31
101	103538	08/19/22	7474	PACIFIC GROVE CAPIT	622	6061	PER COURSCO CONTRAC	0.00	16,376.05
TOTAL CHECK								0.00	42,948.84
TOTAL CASH ACCOUNT								0.00	45,209.69
TOTAL FUND								0.00	45,209.69

SELECTION CRITERIA: transact.ck_date between '20220801 00:00:00.000' and '20220831 00:00:00.000'
ACCOUNTING PERIOD: 3/23

FUND - 78 - SEWER LATERAL LOANS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103401	08/05/22	1770	MONTEREY COUNTY REC	781	5424	1235 FUNSTON AVE.	0.00	49.00
101	103404	08/05/22	9546	BENEVATE INC	781	5239	SOFT WARE FOR ENROL	0.00	3,298.00
TOTAL CASH ACCOUNT								0.00	3,347.00
TOTAL FUND								0.00	3,347.00
TOTAL REPORT								0.00	2,504,432.28

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Tori Hannah, Administrative Services Director/Assistant City Manager

MEETING DATE: September 21, 2022

SUBJECT: Core Revenue Reports for August 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the Core Revenue Reports for August 2022

DISCUSSION

The City of Pacific Grove's General Fund revenues are primarily derived from Property Tax, Transient Occupancy Tax, and Sales and Use Tax revenues. In the Fiscal Year 21/22 Amended Budget and the Fiscal Year 22/23 Adopted Budget, these three revenue sources were estimated to generate approximately $18.5 million and $20.3 million, respectively. These revenues account for approximately 70% of the General Fund's on-going revenues.

This agenda report includes the following two attachments:

- Fiscal Year 21/22 - Core Revenue Report: Includes taxes that were received in August, but applicable to Fiscal Year 21/22.
- Fiscal Year 22/23 - Core Revenue Report: Includes taxes that were received in August that are applicable to Fiscal Year 22/23.

Details on the budgeted amounts and revenues to date are included in Attachments 1 and 2.

OPTIONS

- N/A – this is informational only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

August Core Revenue Report - Fiscal Year 21/22
August Core Revenue Report - Fiscal Year 22/23

Attachment 1

Core Revenue Report

Fiscal Year 2021/22 - August 2022

The following tables include the FY21/22 budget and year to date revenues. The receipts represent funds received to date. This report includes revenues received through August that are applicable to Fiscal Year 2021/22. Minor reconciling adjustments may be pending.

PROPERTY TAX

Property Tax is the first largest source of the General Fund revenue. The City typically receives property tax payments in December, April, and June. Unlike other tax revenues, property taxes were not impacted by COVID-19. The City received its first two property tax payments for Fiscal Year 2021/22 in December 2021 and April 2022, with an additional minor payment received in June 2022. The following table presents Fiscal Year 2021/22 budget, and revenues received to date.

Property Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	8,518,000	8,573,967	100.7%

TRANSIENT OCCUPANCY TAX (TOT)

Transient Occupancy Tax (TOT) is the General Fund's second largest source of revenue which the City receives on a monthly basis. Unlike property taxes, TOT was significantly impacted by COVID-19. The following table presents Fiscal Year 2021/22 budget and revenues received to date. The Fiscal Year 2021/22 revenues are continuing to show a strong recovery.

Transient Occupancy Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	5,696,000	6,272,972	110.1%

The City receives transient occupancy tax in the month following the stay. The revenues received in July are for the June lodging period.

The following table shows a monthly breakdown of TOT revenues when compared to the same month last year. The reduction in the 2020/21 TOT in December and January primarily resulted from temporary COVID-19 restrictions. Also noted is the decline in the March 2019/20 TOT, due to COVID-19 pandemic.

Lodging Period	2019/20	2020/21	2021/22	Net Difference
July	839,162	289,435	673,475	384,040
August	807,047	340,019	730,578	390,559
September	608,652	327,958	578,129	250,171
October	588,842	347,103	475,290	128,187
November	485,652	216,516	431,862	215,346
December	364,933	90,066	378,655	288,589
January	372,122	109,118	314,248	205,130
February	409,906	205,512	412,711	207,199
March	145,558	334,004	476,041	142,037
April	22,362	379,613	568,275	188,662
May	56,465	428,612	612,496	183,884
June	151,029	518,002	621,212	103,210
	4,851,730	3,585,958	6,272,972	2,687,014
Only minor additional payments or reconciling items are anticipated.				

SALES AND USE TAX

Sales and Use tax is the third largest source of the City's General Fund revenues. The City receives a 1% Bradley Burns Tax and a 1% Measure U Transactions and Use Tax.

The impact of COVID-19 on the Sales and Use tax revenues has been less significant when compared to TOT. The following table presents Fiscal Year 21/22 budget and revenues received to date.

Sales and Use Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY21/22	4,309,000	4,540,782	105.4%

In Fiscal Year 2019/20, the City received sales tax monthly; however, two payments were advances, which were based on estimated sales, prior period tax receipts, adjustments, and current distributions. This was followed by a true-up within each quarter. Due to this methodology, the advance monthly tax contributions were not truly representative of actual performance.

In Fiscal Year 2020/21, the State changed its tax collection methodology. The State now calculates a factor for each agency based on how the agency's sales tax performed last year to the statewide total, and then applies that factor to the total statewide prepayments they received for that month. If statewide prepayments are tracking higher than the agency's local sales, this could inflate the two advances. Additionally, the higher advances could also represent audit cases or late payments that they also processed during that month. When compared to Fiscal Year 2019/20, this new methodology can contribute to higher advance payments, with a lower true-up amount.

The impact of COVID-19 on the Sales and Use tax revenues has been less significant when compared to TOT. The following table presents Fiscal Year 2021/22 budget and revenues received to date.

Tax Return Period	2019/20	2020/21	2021/22	Net Difference
July Advance	373,338	358,945	303,144	(55,801)
August Advance	439,453	427,105	507,200	80,095
September True-up	376,610	243,269	287,224	43,955
October Advance	297,095	343,188	311,118	(32,070)
November Advance	323,622	333,869	324,181	(9,688)
December True-up	496,186	302,359	479,810	177,451
January Advance	244,631	281,830	260,937	(20,893)
February Advance	322,132	339,550	316,738	(22,812)
March True-up	171,312	239,864	471,617	231,753
April Advance	241,956	314,606	329,326	14,720
May Advance	398,893	395,212	436,035	40,823
June True-Up	240,350	481,058	513,452	32,394
	3,925,578	4,060,855	4,540,782	479,927
June 2022 payments are received in late August as the State pays the City two months in arrears				

Attachment 2
Core Revenue Report
Fiscal Year 2022/23 - August 2022

The following tables include the FY22/23 budget and year to date revenues. The receipts represent funds received to date.

PROPERTY TAX

Property Tax is the first largest source of the General Fund revenue. The City typically receives property tax payments in December, April, and June. Unlike other tax revenues, property taxes were not impacted by COVID-19. The following table presents Fiscal Year 2022/23 budget, and revenues received to date.

Property Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	8,840,000	-	0.0%

TRANSIENT OCCUPANCY TAX (TOT)

Transient Occupancy Tax (TOT) is the General Fund's second largest source of revenue which the City receives on a monthly basis. Unlike property taxes, TOT was significantly impacted by COVID-19 in Fiscal Years 2019/20 and 2020/21. The following table presents Fiscal Year 2022/23 budget and revenues received to date.

Transient Occupancy Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	5,867,000	683,329	11.6%

The City receives transient occupancy tax in the month following the stay. The revenues received in August are for the July lodging period.

The following table shows a monthly breakdown of TOT revenues when compared to the same month last year. The reduction in the 2020/21 TOT in December and January primarily resulted from temporary COVID-19 restrictions.

Lodging Period	2020/21	2021/22	2022/23	Net Difference
July	289,435	673,475	683,329	9,854
August	340,019	730,578	-	-
September	327,958	578,129	-	-
October	347,103	475,290	-	-
November	216,516	431,862	-	-
December	90,066	378,655	-	-
January	109,118	314,248	-	-
February	205,512	412,711	-	-
March	334,004	476,041	-	-
April	379,613	568,275	-	-
May	428,612	612,496	-	-
June	518,002	621,212	-	-
	3,585,958	6,272,972	683,329	9,854
August 2022 revenues are anticipated to be received in late September.				

SALES AND USE TAX

Sales and Use tax is the third largest source of the City's General Fund revenues. The City receives a 1% Bradley Burns Tax and a 1% Measure U Transactions and Use Tax.

The Fiscal Year 22/23 Adopted Budget reflects the addition of Measure A revenues, a 0.50% Transactions and Use Tax. This tax becomes effective on October 1, 2022. Three quarters of Measure A funds have been incorporated into the annual projections. The first Measure A revenues will not be received until the end of December. These revenues should appear on this report in January 2023.

The impact of COVID-19 on the Sales and Use tax revenues was less significant when compared to TOT. The following table presents Fiscal Year 22/23 budget and revenues received to date.

Sales and Use Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	5,616,000	-	0.0%

Sales tax revenues for the month of July will not be available until the end of September. The following table presents Fiscal Year 2022/23 budget and revenues received to date.

Tax Return Period	2020/21	2021/22	2022/23	Net Difference
July Advance	358,945	303,144	-	-
August Advance	427,105	507,200	-	-
September True-up	243,269	287,224	-	-
October Advance	343,188	311,118	-	-
November Advance	333,869	324,181	-	-
December True-up	302,359	479,810	-	-
January Advance	281,830	260,937	-	-
February Advance	339,550	316,738	-	-
March True-up	239,864	471,617	-	-
April Advance	314,606	329,326		-
May Advance	395,212	436,035		-
June True-Up	481,058	513,452		-
	4,060,855	4,540,782	-	-
July 2022 payments are anticipated to be received in late September as the State pays the City two months in arrears				

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jenny McAdams, Councilmember
MEETING DATE: September 21, 2022
SUBJECT: League of California Cities Annual Conference and Expo Summary
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Receive report.

DISCUSSION
I recently traveled to Long Beach to attend the 2022 League of California Cities Annual Conference and Expo. During the three days of the conference and expo I attended several panel discussions, meetings, and the expo area. I look forward to sharing and implementing some of the innovative work other cities are doing in the City of Pacific Grove. Below are a few of my favorite panels and discussions:

- Ending Poverty in California Cities
- Post-Pandemic Mentorship for Women
- Defending Institutions: Promoting Civic Debate and Concurrent Session Rejecting Personal Attacks

All of the session materials are available online. The 2022 Annual Conference and Expo was enriching and inspiring.

ELECTRONIC ATTACHMENTS
1. Conference Schedule

OPTIONS
N/A

FINANCIAL IMPACT:
None.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Jenny McAdams, Councilmember

MEETING DATE: September 21, 2022

SUBJECT: Association of Monterey Bay Area Governments Board of Directors Meeting Minutes of June 15, 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

AMBAG Minutes

MINUTES OF THE PROCEEDINGS
OF THE BOARD OF DIRECTORS OF THE
ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS

June 15, 2022

1. CALL TO ORDER

The Board of Directors of the Association of Monterey Bay Area Governments, President, Kristen Brown presiding, convened at 6:01 p.m. Wednesday, June 15, 2022 via GoToWebinar.

2. ROLL CALL

AMBAG Board of Directors

PRESENT:

Agency	Representative	Agency	Representative
Capitola	Kristen Brown	County of Monterey	John Phillips
Carmel	Karen Ferlito	County of San Benito	Betsy Dirks
Del Rey Oaks	Kim Shirley	County of San Benito	Bea Gonzales
Gonzales	Scott Funk	County of Santa Cruz	Greg Caput
Greenfield	Lance Walker	County of Santa Cruz	Manu Koenig
Hollister	Rick Perez		
King City	Carlos Victoria	**Ex-Officio Members:**	
Marina	Lisa Berkley	Caltrans, District 5	Jill Leal
Pacific Grove	Jenny McAdams	MPAD	LisAnne Sawhney
Salinas	Steve McShane	SCCRTC	Guy Preston
San Juan Bautista	John Freeman	SC Metro	Michael Tree
Santa Cruz	Justin Cummings	TAMC	Todd Muck
Seaside	Jon Wizard		
Watsonville	Eduardo Montesino		
ABSENT:			
Monterey	Ed Smith	**Ex-Officio Members:**	
Sand City	Mary Ann Carbone	3CE	Catherine Stedman
Scotts Valley	Derek Timm	MBARD	Richard Stedman
Soledad	Anna Velazquez	MST	Lisa Rheinheimer
County of Monterey	Mary Adams	SBtCOG	Veronica Lezama

Others Present: John Urgo, SC Metro; Dawn Hayes, MBNMS; Albert Herson and mark Desrosiers, Sohagi; Anastacia Wyatt, City of Pacific Grove; Elisabeth Madrigal, MBEP; Michael Pisano; Beverly DesChaux; Charles Pooler; Amy Naranjo, SCCRTC; Diane Eidam, Retired Annuitant; Paul Hierling, Senior Planner; Amaury Berteaud, Special Projects Manager; Heather Adamson, Director of Planning; Bhupendra Patel, Director of Modeling; Miranda Taylor, Planner; Diane Eidam; Gina Schmidt, GIS Coordinator; Maura Twomey, Executive Director; and Ana Flores, Clerk of the Board.

3. ORAL COMMUNICATIONS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

There were no oral communications from the public.

4. ORAL COMMUNICATIONS FROM THE BOARD ON ITEMS NOT ON THE AGENDA

There were no oral communications from the Board.

5. COMMITTEE REPORTS

A. Executive/Finance Committee

President Brown reported that the Executive/Finance Committee approved the consent agenda that included 1) Resolution 2022-6 regarding the Ralph M. Brown Act and finding of imminent risk to health and safety of in-person meetings as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom; 2) the minutes of the May 11, 2022 meeting; 3) list of warrants as of March 31, 2022; and 4) accounts receivable as of March 31, 2022. The Executive/Finance Committee also received a report on the financials from Maura Twomey, Executive Director.

B. Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council (SAC) Meeting

President Brown stated that the next MBNMS SAC meeting is scheduled on June 17, 2022 at 8:30 am.

6. EXECUTIVE DIRECTOR'S REPORT

Maura Twomey, Executive Director announced that AMBAG filled a vacant Planner position and a vacant Intern position. They are both scheduled to start at the beginning of July. Ms. Twomey also reminded the Board that there is no regularly scheduled board meeting in July.

7. CONSENT AGENDA

A. Draft Minutes of the May 25, 2022 AMBAG Board of Directors Meeting

The draft minutes of the May 25, 2022 AMBAG Board of Directors meeting were approved.

B. Draft Minutes of the May 11, 2022 AMBAG Board of Directors Meeting

The draft minutes of the May 11, 2022 AMBAG Board of Directors meeting were approved.

C. AMBAG Regional Clearinghouse Monthly Newsletter

The AMBAG Clearinghouse monthly newsletter was accepted.

D. AMBAG Sustainability Program Update

The Sustainability Program update was accepted.

E. Resolution in accordance with AB 361 regarding the Ralph M. Brown Act and Finding of Imminent Risk to Health and Safety of In-Person Meetings as a Result of the Continuing COVID-19 Pandemic State of Emergency Declared by Governor Newsom

Resolution 2022-15 was adopted.

F. Extension of Legal Services Contract

The extension of Legal Services contract was approved.

G. Revised Procurement Policies and Procedures Manual

The revised Procurement Policies and Procedures manual was adopted.

H. Financial Update Report

The financial update report was accepted.

Motion made by Director Phillips seconded by Director Cummings to approve the consent agenda. The motion passed unanimously.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND POSSIBLE ACTION

None.

9. PLANNING

A. Final 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy and Environmental Impact Report

Heather Adamson, Director of Planning gave a presentation on the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Environmental Impact Report. The MTP/SCS 1) is a long range plan for transportation investments; 2) is required by federal and state law to be prepared every four years; 3) must provide a 20+ year horizon planning period; and 4) must be adopted in June 2022 to ensure transportation funds continue to flow to the region. The 2045 MTP/SCS policy goals are 1) Access and Mobility: 2) Economic Vitality; 3) Environment; 4) Healthy Communities; 5) Social Equity; 6) System Preservation and Safety. The basis for the MTP/SCS is 1) land use pattern that includes population, jobs and housing; and 2) transportation improvements that include transit services, active transportation projects, roadway improvements, and other transportation related strategies such as electric vehicles and telecommuting. The draft MTP/SCS includes $13.5 billion in transportation improvements, programs and services. It also meets CARB's GHG reduction targets (-3% and -6% per capita for 2020 and 2035, respectively) and implementation strategies. The draft 2045 MTP/SCS includes $13.3 billion in transportation improvements, programs, and services. The financial assumptions for local, state, and federal are $13.3 billion. Monterey County would receive $6.7 billion, San Benito County would receive $1.6 billion, and Santa Cruz County would receive $5.2 billion. Ms. Adamson added that transportation projects are developed with local and regional transportation partners. Mix of multimodal and regional/local projects include active transportation, maintenance and rehab projects, transit projects, and roadway projects. Ms. Adamson reported on the public participation effort by staff.

There was a comprehensive multi-year effort engaging a wide range of groups, stakeholders and the general public. Staff held meetings, workshops, surveys, and through the website. Ms. Adamson reported that AMBAG is the lead for developing the program EIR, working with the RTPA's to develop the EIR. The Draft EIR evaluates the impacts of the 2045 MTP/SCS on the physical environment at the program level. The EIR serves as the EIR for each of the RTPA's 2045 Regional Transportation Plans. The EIR analyzes a range of impacts resulting from future development and improvements to the regional transportation network. AMBAG circulated the draft EIR for 70-days. Nine comment letters and three verbal public comments were received. Staff included the responses to the comments in the Final EIR under Appendix H. AMBAG recirculated a partial draft EIR for 46-days. Two comment letters were received. The responses to comments are included in the Final EIR under Appendix H. Ms. Adamson reported that one additional comment was received after posting of the June 16, 2022 AMBAG Board of Directors agenda. A written response was included in the agenda packet. The EIR comments focused on greenhouse gas emissions, mitigations, and modeling. The final EIR includes responses to comments and additional language to address public comments. The next steps are 1) submit adopted 2045 MTP/SCS to Caltrans, FHWA, and FTA; 2) submit SCS to CARB for review; and 3) implementation.

President Brown opened the public hearing.

There were no comments.

President Brown closed the public hearing.

Motion made by Director Cummings, seconded by Director Berkeley to approve Resolution No. 2022-16 certifying the Final Environmental Impact Report prepared for the 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy (SCH#2020010204) and County RTPs and adopting Findings of Fact pursuant to the California Environmental Quality Act; a Statement of Overriding Considerations; and a Mitigation Monitoring and Reporting Program. Motion passed unanimously.

Motion made by Director Berkeley, seconded by Director McShane to approve Resolution 2022-17 finding the Sustainable Communities Strategy achieves the regional greenhouse gas reduction targets, adopting the Final 2022 Regional Grow Forecast, and adopting the 2045 Metropolitan Transportation Plan, including its Sustainable Communities Strategy. Motion passed unanimously.

B. Draft 6th Cycle Regional Housing Needs Allocation Plan: Appeals Received and Schedule Public Hearing

Heather Adamson, Director of Planning gave a presentation on the draft 6th Cycle Regional Housing Needs Allocation Plan and appeals. Ms. Adamson reported that the draft 2023-2031 6th Cycle Plan was released on April 22, 2022. It initiated a 45-day appeal period allowing a jurisdiction for HCD to appeal for a revision of the share of the regional housing need proposed to be allocated. The close of the appeal period was June 6, 2022. AMBAG received two appeals on the draft 6th Cycle RHNA plan from the City of Sand City and the city of Greenfield. State law requires a 45-day comment period on any appeals received on the draft plan. Jurisdictions, HCD, and members of the public have until July 22, 2022 to comment on the appeals received. Comments on the appeals should be sent to hadamson@ambag.org. AMBAG also received two comment letters from local jurisdictions. The RHNA appeal procedures are 1) AMBAG must conduct a public hearing to consider appeals and

comments received on appeals; 2) RHNA appeals to be heard by the AMBAG Board; 3) a Board member must recuse her/himself from the discussion and vote on an appeal affecting her/his jurisdiction; 4) the basic structure for an appeals hearing is a) appellant makes initial argument; b) AMBAG staff response; c) rebuttal from the appellant; e) public comment; and f) board discussion and vote; 5) if an appeal is successful, AMBAG must redistribute the RHNA units to other local jurisdictions; 6) AMBAG will redistribute units to all local jurisdictions in proportion to the jurisdiction's share of the RHNA after appeals are determined and prior to the required distribution; and 7) applicants whose appeals are upheld are not excluded from redistribution. Next steps include 1) the comment period on appeals received from June 7, 2022 to July 22, 2022; and 2) upon approval from the Board of Directors, AMBAG will hold a public hearing to hear the appeals received on the draft 6th Cycle RHNA Plan on August 10, 2022. Brief discussion followed.

Motion made by Director Freeman, seconded by Director Phillips to approve the scheduling of a public hearing to hear appeals on August 10, 2022. Motion passed unanimously.

10. ADJOURNMENT

The Board of Directors meeting adjourned at 6:41 PM.

Kristen Brown, President

Maura F. Twomey, Executive Director

AMBAG BOARD OF DIRECTORS MEETING ATTENDANCE & VOTING RECORD
BOARD MEETING DATE: June 15, 2022

Attendance (X= Present; AB= Absent)
Voting (Y= Yes; N=No; A=Abstain)

MEMBER	AMBAG REP	Attendance	Item #7	Item #9.A.1	Item #9.A.2	Item #9.B
Capitola	Kristen Brown	X	Y	Y	Y	Y
Carmel-by-the-Sea	Karen Ferlito	X	Y	Y	Y	Y
Del Rey Oaks	Kim Shirley	X	Y	Y	Y	Y
Gonzales	Scott Funk	X	Y	Y	Y	Y
Greenfield	Lance Walker	X	Y	Y	Y	Y
Hollister	Rick Perez	X	Y	Y	Y	Y
King City	Carlos Victoria	X	Y	Y	Y	Y
Marina	Lisa Berkley	X	Y	Y	Y	A
Monterey	Ed Smith	AB	N/A	N/A	N/A	N/A
Pacific Grove	Jenny McAdams	X	Y	Y	Y	Y
Salinas	Steve McShane	X	Y	Y	Y	Y
San Juan Bautista	John Freeman	X	Y	Y	Y	Y
Sand City	Mary Ann Carbone	AB	N/A	N/A	N/A	N/A
Santa Cruz	Justin Cummings	X	Y	Y	Y	Y
Scotts Valley	Derek Timm	AB	N/A	N/A	N/A	N/A
Seaside	Jon Wizard	X	Y	Y	Y	Y
Soledad	Anna Velazquez	AB	N/A	N/A	N/A	N/A
Watsonville	Eduardo Montesino	X	Y	Y	Y	Y
County-Monterey	Mary Adams	AB	N/A	N/A	N/A	N/A
County-Monterey	John Phillips	X	Y	Y	Y	N
County-Santa Cruz	Manu Koenig	X	Y	Y	Y	Y
County-Santa Cruz	Greg Caput	X	Y	Y	Y	Y
County-San Benito	Betsy Dirks	X	Y	Y	Y	Y
County-San Benito	Bea Gonzales	X	Y	Y	Y	Y

(* = Board Member(s) arrived late or left early, therefore, did not vote on the item. Please refer the minutes)

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Joe Amelio, Mayor Pro Tem

MEETING DATE: September 21, 2022

SUBJECT: Monterey Salinas Transit Board of Director Meeting Minutes of July 11, 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

MST Minutes

MEETING OF THE MST BOARD OF DIRECTORS

MEETING MINUTES

July 11, 2022

10:00 am (Pacific)

Present:	Anna Velazquez (Chair)	City Soledad
	Mary Ann Carbone (Vice Chair)	City of Sand
	Jeff Baron	City of Carmel-by-the-Sea
	John Gaglioti	City of Del Rey Oaks
	Lorraine Worthy	City of Gonzales
	Yanely Martinez	City of Greenfield
	Mike LeBarre	City of King
	David Burnett	City of Marina
	Dan Albert	City of Monterey
	Joe Amelio	City of Pacific Grove
	Tony Barrera	City of Salinas
	Dave Pacheco	City of Seaside
	Luis Alejo	County of Monterey
Absent:	None	
Staff:	Carl Sedoryk	General Manager/CEO
	Lisa Rheinheimer	Assistant General Manager
	Norman Tuitavuki	Chief Operating Officer
	Michael Kohlman	Chief Information Officer
	Kelly Halcon	Director of HR & Risk Management
	Michelle Overmeyer	Director of Planning & Innovation
	Andrea Williams	General Accounting & Budget Manager
	Jeanette Alegar-Rocha	Deputy Secretary
	Scott Taylor	IT Manager
	Daniel Bruno	Scheduling Assistant
	Elena Grigorichina	Operations Analyst
	Emma Patel	Associate Planner
	Ezequiel Rebollar	IT Technician
	Ikuyo Yoneda-Lopez	Marketing & Customer Service Manager
	Jacqueline Munoz	Customer Service Representative
	Kevin Allshouse	Mobility Coordinator

	Lesley vanDalen	Mobility Specialist
	Lisa Cox	Risk and Safety Manager
	Rolando Munoz	Customer Service Representative
	Steven Bruno	Purchasing Agent
Counsel:	David Laredo	General Counsel, De Lay & Laredo
	Michael D. Laredo	Associate Counsel, De Lay & Laredo
Public:	Jim Fink	Member of the Public
	Tate Baugh	Member of the Public
	Sloan Campi	Cal State University Monterey Bay

Apology is made for any misspelling of a name.

1. CALL TO ORDER

1-1. Roll Call.

1-2. Pledge of Allegiance.

Chair Velazquez called the meeting to order at 10:01 a.m. Roll call was taken, and a quorum was established. Director Gaglioti led the pledge of allegiance.

1-3. Review Highlights of the Agenda. (Carl Sedoryk)

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Jim Fink, member of the public, requested that MST return to printing paper versions of the rider's guide for those who do not have access to the internet and requested the return of specific Salinas bus routes, return of bus service to San Jose, Templeton and Paso Robles. Chair Velazquez thanked Mr. Fink for his comments and stated the MST Better Bus Network should address some of his concerns.

Sloan Campi informed the Board that he represents CSU Monterey Bay's department of transportation and looks forward to the partnership with MST in support of public transit.

3. CONSENT AGENDA

These items will be approved by a single motion. Anyone may request that an item be discussed and considered separately.

3-1. Approve Resolution 2023-01 Authorizing Remote Teleconference Meetings. (Carl Sedoryk)

3-2. Adopt Resolution 2023-02 recognizing Ana Villanueva, Coach Operator, as Employee of the Month for July 2022. (Manager))

3-3. Approve Minutes of the MST Board Meeting on June 13, 2022. (Jeanette Alegar-Rocha))

3-4. Receive Draft Minutes of the MST Board Operations Performance Committee Meeting on June 13, 2022. (Jeanette Alegar-Rocha)

3-5. Financial Reports – May 2022. (Lori Lee)

a) Accept reports of May 2022 Cash Flow
b) Approve May 2022 Disbursements
c) Accept Report of May 2022 Treasury Transactions

3-6. Receive Report on Lost and Found Items Left on MST Property for the Month of March 2022. (Sonia Wills)

3-7. Authorize Disposal of Seven (7) MST-Owned Vehicles that Have Reached or Exceeded Their Useful Life. (Norman K. Tuitavuki)

End of Consent Agenda

Director Amelio requested to pull item 3-5 for a question on page 25 of the agenda packet related to interest rates on the money market funds and the total revenues.

Jim Fink, a member of the public, requested to pull item 3-6 for a question about if he can recover his MST wallet left on the Sacramento Valley Transit system. Chair Velazquez thanked Mr. Fink for his comments and informed him that if his wallet is recovered by MST, he will be contacted.

On a motion by Director Gaglioti, seconded by Director Albert and carried by the following vote, which was conducted by roll call, the Board approved items 3-1 through 3-4 and 3-7 on the Consent Agenda:

AYES:	**13**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, LeBarre, Martinez, Pacheco, Velazquez and Worthy**
NOES:	**0**	
ABSENT:	**0**	
ABSTAIN:	**0**	

On a motion by Director Amelio, seconded by Director Gaglioti and carried by the following vote, which was conducted by roll call, the Board approved items 3-5 and 3-6 on the Consent Agenda:

AYES:	**13**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, LeBarre, Martinez, Pacheco, Velazquez and Worthy**
NOES:	**0**	
ABSENT:	**0**	
ABSTAIN:	**0**	

4. RECOGNITIONS AND SPECIAL PRESENTATIONS

4-1. July 2022 Employee of the Month – Ana Villanueva, Coach Operator as Employee of the Month for July 2022 (Norman Tuitavuki)

4-2. Recognize 35 Years of Service – Fernando Manansala, Mechanic A (Norman Tuitavuki)

4-3. Receive Staff Report on Activities Related to the COVID-19 Pandemic Incident Response and Recovery Planning to Date and Provide Direction, If Needed (Carl Sedoryk)

5. PUBLIC HEARINGS

5-1. MST Bus Fare Changes (Lisa Rheinheimer) (Page 35)

a) Receive Presentation on Proposed Bus Fare Changes,
b) Conduct Public Hearing to Hear Public Comments on the Proposed Changes to Bus Fares, and
c) Approve New Bus Fare Policy.

Chair Velazquez opened the public hearing and called for public comments on the MST Bus Fare Changes.

Jim Fink, member of the public, inquired about how the new fare changes will affect the monthly discount pass for persons with disabilities and when the changes would go into effect. Lisa Rheinheimer responded that the monthly pass will change from $95 to $35. The new fare structure will go into effect no later than the implementation of the Better Bus Network scheduled for December 2022.

Sloan Campi, CSU Monterey Bay, commented that the CSUMB transit community supports the Bus Fare Policy.

On a motion by Director Amelio, seconded by Director LeBarre and carried by the following vote, which was conducted by roll call, the Board unanimously approved the MST Bus Fare Policy.

AYES:	**13**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, LeBarre, Martinez, Pacheco, Velazquez and Worthy**
NOES:	**0**	
ABSENT:	**0**	
ABSTAIN:	**0**	

6. ACTION ITEMS

6-1. Approve Procurement Policy. (Lisa Rheinheimer)

On a motion by Director Albert, seconded by Director Gaglioti and carried by the following vote, which was conducted by roll call, the Board unanimously approved the new Procurement Policy.

AYES:	**13**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, LeBarre, Martinez, Pacheco, Velazquez and Worthy**
NOES:	**0**	
ABSENT:	**0**	
ABSTAIN:	**0**	

6-2. Authorize General Manger/CEO to Enter into Contract with Stantec Architecture Inc. in an Amount not to Exceed $1,591,627 for a Fixed Facility Analysis, Preliminary Architectural, Planning, Design, and Environmental Services for the Salinas Operations and Maintenance Facility. (Lisa Rheinheimer)

On a motion by Director Amelio, seconded by Director LeBarre and carried by the following vote, which was conducted by roll call, the Board authorized the General Manager/ CEO to enter into contract with Stantec Architecture Inc. in an amount not to exceed $1,591,627 for a fixed facility analysis, preliminary architectural, planning, design, and environmental services for the Salinas Operations and Maintenance Facility.

AYES:	**13**	**Albert, Alejo, Amelio, Baron, Barrera, Burnett, Carbone, Gaglioti, LeBarre, Martinez, Pacheco, Velazquez and Worthy**
NOES:	**0**	
ABSENT:	**0**	
ABSTAIN:	**0**	

7. REPORTS & INFORMATION ITEMS

The Board will receive and file these reports, which do not require action by the Board.

7-1. General Manager/CEO Report – May 2022

7-2. Federal Legislative Advocacy Report

7-3. State Legislative Advocacy Update

7-4. Staff Trip Reports

7-5. Correspondence –

8. BOARD REPORTS, COMMENTS, AND REFERRALS

8-1. Reports on Meetings Attended by Board Members at MST Expense. (AB 1234)

8-2. Board Member Comments and Announcements.

a) CALACT Autumn Conference & EXPO November 1-4, 2022 in Santa Rosa, CA, Early Registration and Discounted Hotel Room Block Deadline of **July 11, 2022.**

b) CTA Fall Annual Conference & EXPO, November 15 -18, 2022 in Ontario, CA. Early Registration Deadline is September 8. 2022.

Board member Martinez congratulated MST Chair Anna Velazquez and Vice Chair Mary Ann Carbone on their recent appointments and thanked the Board and staff for the handling of public comments in today's public hearing and meeting.

8-3. Board Member Referrals for Future Agendas.

9. CLOSED SESSION

Members of the public may address the Board on any matter related to Closed Session. There is a time limit of not more than three minutes for each speaker. The Board will not take action or respond immediately to any public comments presented, but may choose to follow-up at a later time individually, through staff, or on a subsequent agenda. ***(Please refer to page 1 of the agenda for instructions)***

As permitted by Government Code §64956 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters dealing with personnel and/or pending possible litigation and/or conferring with the Board's Meyers-Milias-Brown Act representative.

9-1 Conference with Monterey-Salinas Transit and ATU Labor Contract – Gov. Code § 54957.6.

Jim Fink, member of the public, asked if the ATU negotiations affect MV RIDES transportation. Mr. Sedoryk responded that the ATU negotiations affect the regular MST coach operators on the fixed route.

Associate Counsel Michael Laredo reported upon returning from closed session that general direction was provided but no reportable action was made by the Board.

10. ATTACHMENTS

10-1. The Detailed Monthly Performance Statistics and Disbursement Journal for May 2022 can be viewed online within the GM Report at http://mst.org/about-mst/board-of-directors/board-meetings/

11. ADJOURN

With no further business to discuss, Chair Velazquez adjourned the meeting at 12:14 p.m. (Pacific).

Prepared by:_____ Reviewed by:_____
Jeanette Alegar-Rocha Carl G. Sedoryk

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: September 21, 2022

SUBJECT: Community Survey

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

Pursuant to City Council direction (provided through the City Manager's performance evaluation), and consistent with the City Council's Transparency, Accountability and Communication Goal, a community survey to assess how residents, business owners and visitors view services provided by the City of Pacific Grove will be launched prior to the end of September, 2022. Designed in collaboration with Zencity, a City software provider, the confidential survey will be open to all interested parties via URL. The URL will be publicized via the City website, City social media channels, The City Manager's Report - as well as printed and mailed to all Pacific Grove residents. Those who are unable to access and/or interface with a computer may receive assistance from the Pacific Grove Public Library.

The survey will be open until the end of October, 2022. Following the close of the survey, the results will be tabulated and analyzed by Zencity, with a report returned to the City Council at a November, 2022 meeting.

OPTIONS

N/A; no action required.

FINANCIAL IMPACT:

Cost for mailing postcards to all Pacific Grove residents is approximately $3,000 and may be accommodated within the adopted Fiscal Year 22-23 budget. The cost of the survey itself is included within the City's subscription to Zencity software.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: September 21, 2022

SUBJECT: Ratification of New Local Emergency Actions

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive report of emergency directives/modifications.

DISCUSSION

The City Manager during this Local Emergency is authorized to directly mitigate effects of the Local Emergency to protect life or property.

This report apprises the City Council of emergency directives taken under the continuing local emergency proclaimed by Resolution 20-007. This report fulfills the City Council's review obligation under that Resolution and Government Code 8630. This agenda item also enables ratification of select actions taken since the City Council's last review.

City expenditures for legal services related to COVID-19 issues (specifically to related to COVID 19-COM (Communications); COVID 19-TRN (Training); COVID 19-LAW (Legal Support); and COVID-19 (Other)) are eligible for State and Federal Emergency Service reimbursement, including but not limited to FEMA or other emergency grant funding.

Actions not subject to Ratification. Since the time of the revised Monterey County Shelter in Place Order issued Friday, April 3, 2020, the City Manager has taken the following new or modified actions pursuant to the Emergency Proclamation:

- None to report at this time.

No action is necessary with respect to the above new or modified measures, as each is responsive to requirements of the revised Monterey County Shelter in Place Order falling within the regular management discretion of the City Manager.

Actions subject to Ratification. Certain mitigation measures that have been enacted by the City Manager in response to the Monterey County Shelter in Place Order issued Friday, May 8, 2020, and in accord with Council's Local Emergency under Article 19, subparagraph l, of the Pacific Grove City Charter, and Chapter 3.20 of the Pacific Grove Municipal Code (PGMC), are subject to ratification. Any mitigation measures that qualify are subject to ratification as required by Government Code 8630

and City Council Resolution 20-007, and are listed below:

1. None to report at this time.

Discussion of Circumstances Needing Emergency Response. The discussion part of this item allows comment on circumstances which may benefit from further or different emergency responses. Matters identified will be referred to the City Manager for appropriate consideration in accord with the Emergency Management System protocols set by PGMC Chapter 3.20. These delegate exclusive emergency management response authority to the City Manager.

CEQA Exemption. Actions taken to prevent or mitigate an emergency are exempt from CEQA pursuant to section 15260 of the CEQA Guidelines.

OPTIONS

Actions not subject to ratification are reported for information only.

FINANCIAL IMPACT:

There is no financial impact in receiving the report.

GOAL ALIGNMENT: Not Applicable.

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Daniel Gho, Public Works Director / Deputy City Manager
MEETING DATE:	September 21, 2022
SUBJECT:	Sanitary Sewer Management Plan
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Adopt Sewer System Management Plan (SSMP) Revision #3 and authorize staff to certify the document in the California Integrated Water Quality System (CIWQS).

DISCUSSION

The City of Pacific Grove owns and operates the sewer collection system, which consists of approximately 58 miles of pipelines, 900 manholes, and 7 pump stations.

The State Water Resources Control Board's (SWRCB) Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems, Order No. 2006-0003-DWQ, and Amended Monitoring and Reporting Program (MRP), Order No. WQ 2008-0002-EXEC, require the City of Pacific Grove have and maintain a Sewer System Management Plan (SSMP), which provides a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system.

The purpose of the SSMP is to help reduce and prevent sanitary sewer overflows and mitigate any sanitary sewer overflows that may occur. The plan achieves these goals by identifying 11 pivotal elements, which are detailed in the executive summary. The WDR and MRP require all agencies in California that own and operate sanitary sewer systems greater than one mile in length, which collect or convey untreated or partially treated wastewater to a publicly owned treatment facility, to develop and implement a SSMP and report sanitary sewer overflows using the State's electronic reporting system, CIWQS.

To comply with the SWRCB requirements, the City must:
· Complete an SSMP revision every five years
  o This is required to be adopted by the City Council
· Perform an audit of the current SSMP every two years

The original SSMP was developed in 2009. To date, the City has met all the requirements for Audits, and SSMP revisions, which included revisions in 2013 and 2018.
The complete SSMP Revision 3 document is available on the City's website and at the Public Works Administration office. Upon adoption all necessary updates, required by the WDR, will occur through

the CIWQS reporting system.

The SSMP is a living document and will be revised as changes in City operation, maintenance, and management practices and SWRCB regulations occur. The SSMP will continue to be formally updated and re-certified every five years, and 2-year audits will continue, as required by SWRCB Order No. 2006-0003-DWQ.

OPTIONS

1. Do not approve the revisions to the SSMP. Failure to do so will result in non-compliance with SWRCB Orders noted above. Non- Compliance may result in enforcement that range from informal to formal actions that could require an Enrollee to simply provide the missed information all the way to formal hearings to impose administrative civil liability penalties.

FINANCIAL IMPACT:

Funding for the preparation of the SSMP audit was budgeted for as an element of the FY22/23 budget via the Sewer Enterprise Fund.

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Anastacia Wyatt, Community Development Director

MEETING DATE: September 21, 2022

SUBJECT: Agreement with Harris & Associates, Inc.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Authorize the Mayor to sign an agreement with Harris & Associates, Inc. for the preparation and execution of the 6th Cycle Housing Element Environmental Review in an amount not to exceed $55,000.

DISCUSSION

The City of Pacific Grove is required to complete the filing of necessary documents to meet the CEQA requirements for the 6th Cycle Housing Element (2023-2031). The City issued a Request for Proposals for Professional Services to conduct the CEQA Environmental Review on April 15, 2022 with proposals due on May 16, 2022. The City received two bids for the RFP. The original RFP was to conduct the CEQA for the Housing Element and any General Plan Elements that would be updated in the near future. However, it was determined that it would be more cost-effective to prepare a new RFP to conduct a focused update of the General Plan to include an update of the Land Use, Safety, and Transportation Elements along with associated CEQA. The proposal to conduct a focused General Plan update and associated CEQA came to City Council on August 17, 2022 and was approved unanimously by the Council.

The Housing Element Update is in progress and needs to be adopted by the City Council and submitted to State of California Housing & Community Development agency (HCD) by December 2023 along with the associated CEQA Environmental Review document.This CEQA review will coincide with the Housing Element update. It is expected that the City will conduct a Categorical Exemption or an Initial Study/Mitigated Negative Declaration (IS/MND) for the Housing Element update.

The City received two bids for the RFP from EMC and Harris & Associates. The RFPs were evaluated through a rating and ranking and a selection panel comprised of City Staff comprised of Anastacia Wyatt, Community Development Director and Alex Othon, Associate Planner. The panel reviewed the proposals and ranked them based on clarity of project understanding and criteria that included: Timeline; Project Coordination Meetings and Project Management; Project Approach, Scope of Work and Deliverables; Consultant Identification and Team; Related Project Examples and References; and Fee Proposal. Based on the evaluation of the written proposals, one firm Harris & Associates was the most responsive in terms of meeting the City's objectives and criteria and selected as the desired firm

that best met the scope of the project with a cost-effective approach. The firm's responsiveness to questions from the panel and overall ability to provide the services described in the RFP contributed to the panel's selection. The proposed timeline is to prepare the required CEQA and Housing Element Approval to align with the Housing Element Update and submittal to HCD by December 15, 2023.

The Scope of Work for a Negative Declaration (ND) or Mitigated Negative Declaration (MND) includes the following tasks:
Task 1: Draft the CEQA Initial Study (IS) and ND or MND for the Housing Element update, in accordance with the CEQA Guidelines Section 15063 and Appendix G;
Task 2: Harris will prepare the IS/ND or MND for a 30-day public review, including distribution to the State Clearinghouse for review by State agencies and will prepare the required notices;
Task 3: Following the 30-day public review period, Harris will review the comments received, prepare responses to the comments, and revise the IS/ND or MND if required;
Task 4: The Harris project manager or other senior team member will attend on Planning Commission meeting and one City Council meeting in addition to up to 12 one-hour teleconference meetings during the preparation of the IS/ND or MND.

Upon final execution of the agreement, the City and Harris & Associates will promptly initiate a kick-off meeting at which time a revised schedule will be developed showing key milestones and activities associated with the project. Staff is allocating an amount to include the proposed cost for an ND or MND and budget to include additional funds for Harris staff to attend additional Planning Commission and City Council meetings with a maximum contract amount of $55,000.

OPTIONS

The City council could provide alternate direction.

FINANCIAL IMPACT:

Staff has identified the Local Early Action Planning Grant (LEAP) as the source of funding to fund the award of this RFP.

GOAL ALIGNMENT: Increase Affordable Housing: Determine policies, projects and programs that will advance the effort to create new affordable housing in the City.

Attachments

Draft Harris & Associates Agreement

CITY OF PACIFIC GROVE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT ("PSA") FOR NON-CONSTRUCTION PROJECTS ("Agreement"), is made and effective as of September 21, 2022, between the City of Pacific Grove ("City"), a municipal corporation and Harris & Associates, Inc. an employee-owned company ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on September 21, 2022 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than December 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

   CONSULTANT shall perform the tasks and services ("Services") described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

3. PERFORMANCE

   CONSULTANT shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all Services described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting their obligations under this Agreement and Proposal dated May 27, 2022 and the Professional Services Certification on page 24 of the Proposal.

   CONSULTANT is bound by the contents of City's Request for Proposal dated April 15, 2022 on file hereto and incorporated herein as Exhibit D, and the contents of the proposal submitted by CONSULTANT, available on file at the Community Development Department, hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.]

4. CITY MANAGEMENT

   The City Manager, or their designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Scope of Work or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on City's

behalf and to execute all necessary documents that enlarge the Scope of Work or change CONSULTANT's compensation, subject to Section 6 hereof.

5. PAYMENT

a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed $55,000 dollars ($55,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.

d. CONSULTANT shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. CONSULTANT shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONSULTANT from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City

suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to CONSULTANT the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

a. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONSULTANT shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the Services under this Agreement.

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than $10,000, records of both City and CONSULTANT shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION AND DEFENSE

Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless City and any and all of its officers, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of Services under this Agreement. CONSULTANT's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence.

Duty to defend

In the event City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, CONSULTANT shall defend City at CONSULTANT's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

12. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

13. INDEPENDENT CONSULTANT

a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or independent contractor. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for City. City shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing Services hereunder.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer, employee or agent of City has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any Services to be performed as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No officer, employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services performed under the Agreement

during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives City notice of such court order or subpoena.

b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

c. If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing CONTRACTOR's and/or such other person's financial interests.

18. DISCRIMINATION

CONSULTANT agrees that in the performance of this Agreement, neither CONSULTANT nor any person acting on CONSULTANT's behalf shall discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Community Development Director
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Clerk

To CONSULTANT: _____

_____

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to service by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CITY. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the Services described in this Agreement. CONSULTANT may use assistants, under their direct supervision, to perform some of the Services under this Agreement.

22. LICENSES

At all times during the term of this Agreement, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. CONSULTANT shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

23. GOVERNING LAW

City and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or federal district court with jurisdiction over City.

CONSULTANT agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

24. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No amendment shall be valid unless in writing, executed by both parties.

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

26. WORK SCHEDULED/TIME OF COMPLETION

City and CONSULTANT agree that time is of the essence in this Agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that they have the authority to execute this Agreement on behalf of the CONSULTANT and have the authority to bind CONSULTANT to the performance of its obligations hereunder.

28. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE	CONSULTANT
By:_____	By:_____
Department Director	Consultant
Date: _____	Date: _____
By: _____	By: _____
City Manager or Mayor	City Administrative Services Department
Date: _____	Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Attachments:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Insurance Requirements

[Exhibit D Request for Proposal]
[Exhibit E Consultant's Proposal]

EXHIBIT A

SCOPE OF SERVICES

Harris & Associates will prepare the documents necessary to meet the requirements of the California Environmental Quality Act (CEQA) for the City's 6th Cycle Housing Element Update per the proposal dated May 27, 2022.

Harris staff will work with the City to ensure that the correct level of review is achieved.

The Scope of Work for a Negative Declaration (ND) or Mitigated Negative Declaration (MND) includes the following tasks:

Task 1: Draft the CEQA Initial Study (IS) and ND or MND for the Housing Element update, in accordance with the CEQA Guidelines Section 15063 and Appendix G;

Task 2: Harris will prepare the IS/ND or MND for a 30-day public review, including distribution to the State Clearinghouse for review by State agencies and will prepare the required notices;

Task 3: Following the 30-day public review period, Harris will review the comments received, prepare responses to the comments, and revise the IS/ND or MND if required;

Task 4: The Harris project manager or other senior team member will attend Planning Commission and City Council meetings in addition to up to 12 one-hour teleconference meetings during the preparation of the IS/ND or MND.

EXHIBIT B

PAYMENT SCHEDULE

The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms detailed in the proposal dated May 27, 2022. This amount shall not exceed $55,000 dollars ($55,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of City, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONSULTANT or City will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONSULTANT shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES to

CONDUCT ENVIRONMENTAL REVIEW

for the

THE PACIFIC GROVE 6TH

CYCLE HOUSING ELEMENT / 2023-2031 and ASSOCIATED GENERAL PLAN ELEMENTS

RFP Issued	Friday, April 15, 2022
Pre-Bid Conference Call & Question Submittal	Wednesday, May 4 at 2:00 pm
Posting of Answers from Pre-Bid Conference	Wednesday, May 11 at 11:00 am
Final Submittal	May 27th at 4:00 pm
Consultant Interviews (if needed)	June 8th, time TBD
City Council Authorization of Contract	July 2022
Contract Execution/Kick-Off Meeting	August 1, 2022

CONTACT: Anastacia Wyatt, Sr. Housing Program Manager
awyatt@cityofpacificgrove.org
(831) 648-3182

PROPOSALS: Please see Section IV for the proposal submission and format requirements. Proposals can be submitted via email to:

Anastacia Wyatt, Sr. Housing Program Manager
City of Pacific Grove
300 Forest Ave., Pacific Grove, CA 93950
awyatt@cityofpacificgrove.org
(831) 648-3182

I. OVERVIEW

The City of Pacific Grove invites your firm to submit a proposal for the preparation and filing of documents necessary to meet the requirements of the California Environmental Quality Act (CEQA) for the City's 6th Cycle Housing Element Update and any resulting zoning and General Plan Element updates and modifications to accommodate the City's anticipated Regional Housing Needs Allocation (RHNA). As is consistent with CEQA, the environmental review will generally analyze the broad environmental effects of implementing the components in the Housing Element Update, related amendments to other General Plan elements, and updates to implementing tools such as the Zoning Ordinance and Subdivision Ordinance. The environmental review shall consider the maximum build-out allowed by the 6th Cycle Housing Element, related General Plan amendments, and related City Code amendments over the course of the 2023-2031 term. The environmental review is to be completed by August 2023 in accordance with the proposed Scope of Services and the sample Consultant Services Agreement (Attached). Also included is an update to the General Plan Elements identified through this process.

II. INTRODUCTION

Located in Monterey County, on the Monterey Peninsula, the City is surrounded on the north and west by Monterey Bay and the Pacific Ocean, respectively, unincorporated Pebble Beach to the south, the Army Presidio of Monterey Bay (POM) to the southeast, and the City of Monterey to the east. Since its founding in 1875 as a Methodist "Chautauqua" or Retreat, Pacific Grove's "landlocked" setting has influenced its development patterns and significantly affects its potential for new housing and employment today. The City encompasses approximately 3 square miles—much of it developed with mostly single-family residential homes, some multi-family development and 3 main commercial areas. Pacific Grove is regarded within the region as a desirable residential community and is currently comprised of historical buildings and architect-designed, well-maintained single-family, detached residences sited along tree-lined streets, most of which were constructed prior to 1960. The City's proximity to employment centers, coupled with its excellent schools, low crime rate, historic architecture, scenic coastline, and beautiful parks contribute to this image.

The City is almost entirely built-out. Approximately 45 percent of the land is developed with housing of all types and approximately 6.5 percent consists of schools and public facilities. Approximately 5 percent of the City is developed with commercial/light industrial uses and the remaining approximately 44 percent is public parks, beaches, open space, churches, public rights-of-way and miscellaneous uses. The largest employers are the PG Unified School District, the City, and the California State Parks (Asilomar State Park and Conference Grounds).

A key issue in planning for and facilitating the level of growth called for in Pacific Grove's allocation based on the draft RHNA methodology is the continuing moratorium on new water connections for communities served by Cal-Am, including Pacific Grove. Water limitations will need to be considered in the required analysis of constraints on development, with proposed actions for reducing or eliminating the constraints identified. This will be an

important discussion in the element, and with HCD through the review process. However, the current moratorium will not be eliminated or directly addressed through the housing element update.

There are separate processes underway to develop viable strategies for addressing the Peninsula's water issues. Until those strategies are agreed upon and implemented, the City's Housing Element will need to proceed with planning for and implementing zoning and development regulation changes necessary to accommodate Pacific Grove's final RHNA, that is expected to be the current 1,125 units; however, that could change through final negotiations with AMBAG and HCD.

The State's recent legislation creating a streamlined path for the development of accessory dwelling units (ADUs) and junior ADUs (JADUs), combined with the ability for ADUs/JADUs to utilize the same water meter as the primary residence, has resulted in this type of housing being the most developed. Much of the City's land consists of very small parcel sizes reflective of the historic development pattern. This further limits subdivision and larger-scale development. For these and other reasons, the City has retained the scale of its neighborhoods and preserved many of its smaller homes. Although Pacific Grove is considered a small town of single-family residences, it also has a significant number of multi-family units making up approximately 35% of the housing stock, according to the certified 5th Cycle Housing Element (HE).

As of the adoption of the last HE in 2016, there were a total of 63 vacant parcels identified. The water meter moratorium is the primary constraint in terms of the development potential of these lands. There were also approximately 2.71 acres of underutilized or "opportunity" lands identified. The City has approximately 85 acres of public parks and facilities that could potentially be utilized, in part or in full for housing, that are currently prohibited by voter-initiative zoning restrictions in place. The City's zoning code includes residential as an allowed use in all commercial zones; however, single-family residential is principally permitted in the multi-family zoning districts. Most recently, given the high-cost of housing, new owners see a higher value on investment in the conversion of existing duplex or triplex properties into large, single-family residences.

Housing Element and RHNA

Under California law every jurisdiction in the State is required to update the Housing Element of its General Plan every eight years to reflect the jurisdiction's Regional Housing Needs Allocation (RHNA) numbers. The update must identify the locations where the RHNA housing allocations might be developed, and the supporting policies and strategies that the jurisdiction has developed to ensure achievement of their RHNA target within the current cycle (Government Code Sections 65580-65589.8). The Monterey area is currently in RHNA Cycle 5, and in the process of planning for RHNA Cycle 6, known as "RHNA 6." The deadline for State certification of the Association of Monterey Bay Area Governments (AMBAG) jurisdictions' Housing Elements is December 2023. In January, 2022 AMBAG approved a draft methodology by which to allocate the region's gross RHNA number of approximately 162,265 (for Monterey County) new units.

The California Department of Housing and Community Development ("HCD") has accepted AMBAG's draft methodology.

Pacific Grove's 6th Cycle RHNA includes:

339 very low-income units (0-50% AMI)
221 low-income units (51-79% AMI)
160 moderate-income units (80-119% AMI)
405 above moderate-income units (120% AMI+)
1,125 units TOTAL

To ensure adequate inventory of sites, we anticipate the element update will necessitate modifications to the uses and regulations for each of the effected zones. Respondents should be aware that several of the City of Pacific Grove's zoning districts were enacted through ballot initiative and will require voter approval to modify. For example, the Unclassified or "U" zone is the district in which the majority of municipal and public school properties are located in. These tend to be larger properties with existing water meters that have excess land and some level of underutilized development potential. Currently, the allowed uses in the "U" zone do not include residential. The City Council will be asked to provide direction to staff on whether to pursue a ballot initiative to allow housing and, specifically, affordable housing on these public properties.

The City has engaged the services of Baird+Driskell, a qualified consulting firm, to prepare its 6th Cycle Housing Element Update. Additional information on Pacific Grove's background housing initiative work and housing policy development, including the Housing Element Update and its schedule, is provided on the City's Housing website.

III. SCOPE OF SERVICES

The precise scope of services in the Consultant Services Agreement will be negotiated between the City and the successful proposing consultant. Rather than present in this RFP an all-inclusive scope of services for the consultant to perform, interested firms should develop their own specific scope of work, deliverables and schedule based on the information found in this request, and following the most up-to date industry practices.

Please note that the format and number of documents listed as deliverables in your proposal may need to be modified pursuant to Executive Order N-80-20, signed on September 23, 2020, or any other Executive Order pertaining to certain requirements for filing, noticing, and posting of CEQA documents.

At a minimum, the scope of services will include completion of the CEQA compliance process and required documentation and noticing for the project, pursuant to §16053 of State CEQA Guidelines, which includes preparation of all required notices and environmental impact assessments, any necessary consultations with resource agencies, and identification of applicable permits and approvals required, if any, in concert with the preparation of updated Elements as required by the most recent Office of Planning and Research (OPR) General Plan Guidelines. The selected consultant will also be expected to attend at all CEQA- and General Plan Updated-related meetings, including community

meetings and meetings of the Planning Commission and the City Council.

Type of CEQA Document

An initial study shall be prepared in consultation with other relevant agencies.

Depending on the results of the initial study, an Environmental Impact Report (EIR) will need to be prepared in order to consider the environmental effects of maximum build-out allowed by the 6th Cycle Housing Element. The resulting work product will consider the effects related to the City's update of the following documents:

General Plan Elements
- Housing
- Land Use (including Land Use Map)
- Health and Safety (Safety)
- Transportation (as needed)
- Parks and Recreation (as needed)
- Natural Resources (Conservation) (as needed)
- The preparation of an Environmental Justice Element (if determined to be required)

Related Implementing Tools
- Zoning Ordinance
- Subdivision Ordinance

General Plan Update

The selected consultant will also prepare updates to the General Plan Elements needed to comply with the measures identified in the Housing Element and OPR's Guidelines.

Expedited Timeline

The State Department of Housing & Community Development ("HCD") has set an estimated deadline of December 2023 for submittal of the City's Housing Element updated for RHNA 6. Prior to this submittal all related updates to the City's General Plan must be approved by the City Council, as well as the related CEQA document. Given the lead time needed for preparation of packets for the Planning Commission and City Council, the CEQA document must be completed no later than **August 2023**. *Missing the State RHNA 6 certification deadline would have significant and severe consequences for the City. The selected consultant must be able to ensure that the CEQA analysis will be completed on time*.

Project Coordination Meetings and Project Management.

The Consultant shall provide effective project management throughout the entire environmental review process to ensure that a quality document is prepared on time and within the budget. In addition, the Consultant shall coordinate with the Baird+Driskell team

preparing the Housing Element Update and participate in periodic project coordination meetings throughout the duration of the document preparation process.

IV. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Sr. Housing Program Manager, Anastacia Wyatt, by email at awyatt@cityofpacificgrove.org so you may be added to the notification list for addenda. Failure to notify could result in missing important and required information and could result in disqualification.

Format

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Proposals must be provided electronically (pdf format). *PAPER SUBMISSIONS ARE NOT REQUIRED*. Pages should be formatted to 8½" x 11" size with font no less than 12 point. All pages shall be numbered. Drawings and tables provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive by the date and time specified in Section VI. Email or otherwise submit proposals to: awyatt@cityofpacificgrove.org

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered.

Content

The successful proposal will describe the approach, the process and costs to prepare and conduct the deliverables outlined in Section III Scope of Services. The content of your proposal should include the following in summary form:

Part 1: Cover Letter
Part 2: Project Approach, Scope of Work and Deliverables
Part 3: Consultant Identification and Team
Part 4: Related Project Examples and References
Part 5: Fee Proposal and Billing Rate Sheet

Part 1 | Cover Letter

In no more than three (3) pages, the Cover Letter shall include:

1. The names of the key members of the consultant team;
2. The mailing address, telephone number, email address and the name of the main point of contact for the consultant team;
3. A summary of the consultant's experience and qualifications and the significant advantages to selecting the consultant; and
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

Part 2 | Project Approach, Scope of Work, Timeline and Deliverables
Describe the strategy for achieving the goals and deliverables of the project. Include a detailed scope of work noting applicable deliverables as noted in this RFP. Outline the consultant's proposed approach to the services contemplated, including a general timeline demonstrating successful completion of the services. The City seeks final environmental clearance for the Housing Element Update and related amendments to other General Plan elements by August 2023 in order for the final Draft Housing Update, related General Plan amendments and CEQA determination to be considered by the Planning Commission and City Council in August and September 2023. The environmental document should also provide clearance for amendments to the Zoning Ordinance and Subdivision

The City is in the process of creating an Ordinance and Objective Design Guidelines that would be drafted to implement the goals and actions of the 6th Cycle Housing Element.

Part 3 | Consultant Identification and Team
Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles, qualifications and relevant experience. Include a resume of each key staff member identified. Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

Part 4 | Related Project Examples and References
Provide recent (within the past 10 years) examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Discuss whether the CEQA documentation was completed on time and within budget. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and email address and telephone number of the client contact.

Part 5 | Fee Proposal and Billing Rate Sheet
Provide an estimated cost to complete the project and itemized billing rate schedule that identifies hourly rates for each proposed staff members and expenses. Include any proposed cost-plus charges on sub-consultant work, if any.

V. SELECTION PROCESS

The City will evaluate proposals based on the following criteria:

- Clarity and conformance of proposal to RFP;
- Content of the proposal, including project approach;
- Consultant's experience and performance;
- Key Team members' experience and performance;
- Cost proposal; and

- Comments from references.

The selected consultant will be asked to enter into a Consultant Services Agreement with the City of Pacific Grove and comply with the insurance requirements set forth therein. The City's Community Development Department will supervise the project and coordinate the work. The selected consultant is also expected to consult and coordinate with the Baird+Driskell team assisting the City with the preparation of the Housing Element update.

The Consultant will be selected based on demonstrated competence and professional qualifications. Negotiations shall begin with the most qualified consultant.

Should negotiations not result in a price the City considers to be fair and reasonable, negotiations shall be formally terminated and the City shall then undertake negotiations with the second most qualified consultant. If the negotiation with the second most qualified firm is not successful, negotiation shall be formally terminated and the City shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the City.

VI. TENTATIVE RFP SCHEDULE

The City reserves the right to add, remove or combine steps in the schedule, and/or compress or extend the schedule as the City, in its sole discretion, sees fit. The tentative schedule for the subject RFP process is as follows. In the event of a change of this schedule, the City will notify responders via email.

RFP Issued	Friday, April 15, 2022
Pre-Bid Conference Call & Question Submittal	Wednesday, May 4 at 2:00 pm
Posting of Answers from Pre-Bid Conference	Wednesday, May 11 at 11:00 am
Final Submittal	May 27th at 4:00 pm
Consultant Interviews (if needed)	June 8th, time TBD
City Council Authorization of Contract	July 2022
Contract Execution/Kick-Off Meeting	August 1, 2022

The schedule may be modified and/or extended upon the City's discretion.

VII. PROPOSAL TERMS AND CONDITIONS

1. Examination of Proposal Materials

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list and said addenda will be

uploaded to the City website. The City of Pacific Grove is not bound by any oral representations, clarifications or changes made in the RFP by the City or its agents, unless such clarification or change is provided in written addendum from the City of Pacific Grove.

3. Designated Contact

For the purposes of this RFP, the Sr. Housing Program Manager of the Community Development Dept. (CDD) is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Anastacia Wyatt at awyatt@cityofpacificgrove.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by April 25, 2022 by 10 a.m.

Responses to questions will be posted on the City's website, https://www.cityofpacificgrove.org/our_city/departments/community_development/housing/housing_element.php and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. Public Records

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. Proposal Costs

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. Reservation of Rights

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. Product Ownership

Any documents resulting from the contract will be the property of the City of Pacific Grove, CA.

8. Consultant Services Agreement

All Proposers must identify in their proposal any terms and conditions of the sample Consultant Services Agreement (Attachment 1) that they wish to negotiate. Insurance is required as outlined in Section 9 of the sample agreement. The City reserves the right to to negotiate the terms and specifications of the Consultant Services Agreement and to vary from the sample Consultant Services Agreement attached.

9. Causes for Disqualification

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;

- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

ATTACHMENTS

1. Consultant Services Agreement Sample

ATTACHMENT 1

REVISED

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES (OVER $40,000)[1]

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and _____, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: _____ _____.

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of **$ _____.**[1]

3. **TERM OF AGREEMENT.** The term of this Agreement is from _____ to _____ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: ***[scope of services/payment provisions, etc.]***

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

[1] Approved by the Pacific Grove City Council on _____.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel.

7. **TERMINATION.**

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.**

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. Architects, Engineers Per Civil Code 2782.8 Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and

defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnity, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

❑ Exemption/Modification (Justification attached; subject to approval).

9. **INSURANCE.**

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products/Completed Operations, with minimum limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

❑ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

❑ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

❑ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for three (3) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

❑ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured **is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other

information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an

employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	**FOR CONTRACTOR:**
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950 Address	Address
(831) 648- Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of

liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: _____
City Mayor

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

[2]

Approved as to Fiscal Provisions

By: _____
Finance

Date: _____

Approved as to Liability Provisions [3]

By: _____
Risk Management

Date: _____

CONTRACTOR

_____
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

_____
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

_____
Name and Title

Date: _____

City Agreement Number: _____.

[2] Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

[3] Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT E

CONSULTANT'S PROPOSAL

ENVIRONMENTAL REVIEW FOR THE PACIFIC GROVE 6TH CYCLE HOUSING ELEMENT / 2023-2031 AND ASSOCIATED GENERAL PLAN ELEMENTS

REQUEST FOR PROPOSALS







CITY OF PACIFIC GROVE

May 27, 2022

Harris & Associates

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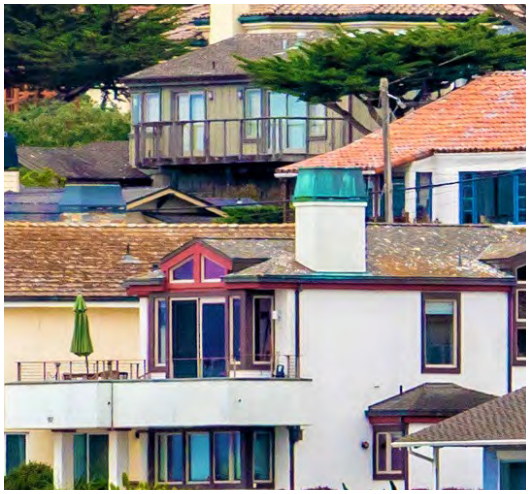
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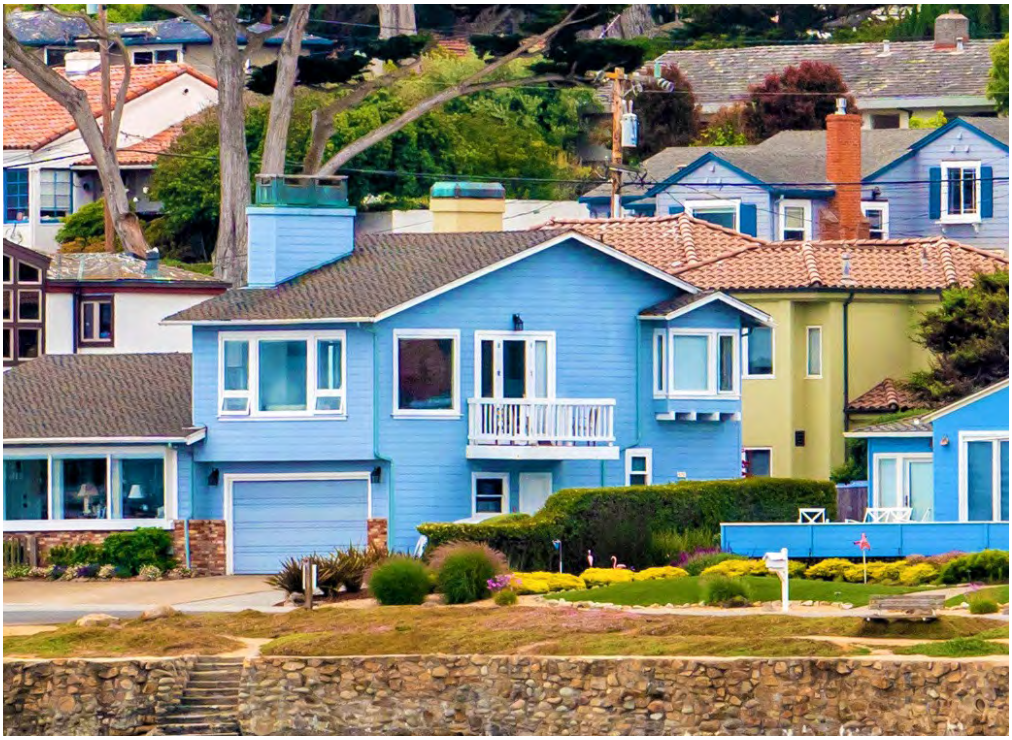
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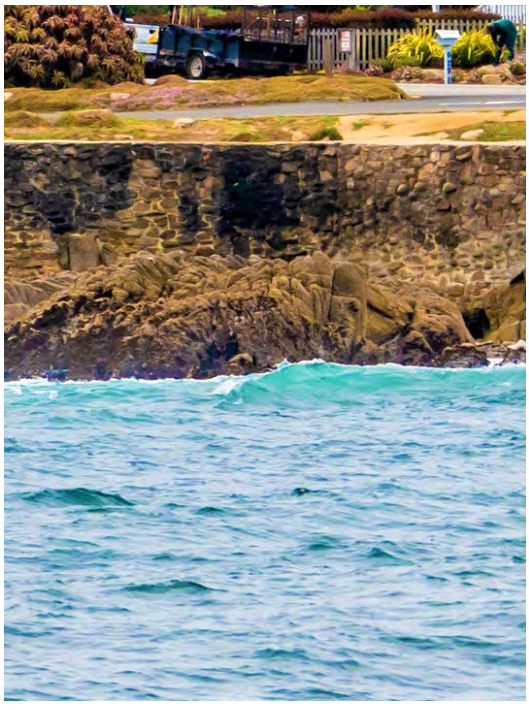
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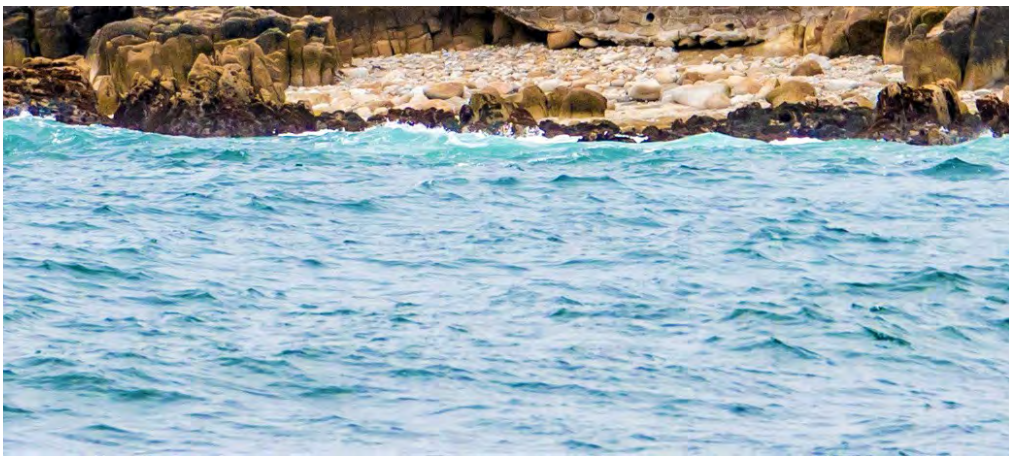












Harris & Associates

May 27, 2022

Contact
Anastacia Wyatt,
Sr. Housing Program Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove CA 93950
Email:
awyattcityofpacificgrove.org
Phone: 831.648.3182

Part 1 | Cover Letter

Dear Ms. Wyatt,

Harris & Associates (Harris) is excited for the opportunity to partner with the City of Pacific Grove (City) to prepare the documents necessary to meet the requirements of the California Environmental Quality Act (CEQA) for the City's 6th Cycle Housing Element Update and any resulting zoning and General Plan Element Updates and modifications to accommodate the City's anticipated Regional Housing Needs Allocation (RHNA).

Understanding the City's value and intent to propagate an inclusive seaside community that promotes multi-beneficial development and protects residential character, historic resources, and the environment, we thoughtfully assembled a team of professionals aligned to this mission. Our team offers a unique combination of technical strength and depth beginning with Harris' in-house planning and environmental staff and supplemented with strong subconsultant teaming.

Names of Key Team Members of the Consultant Team. The Harris team has decades of collective experience and deep institutional knowledge pertaining specifically to Pacific Grove's unique character, understanding of important issues and how planning and development has evolved over time, and the special circumstances and considerations that must be part of the CEQA process for the Housing Element and General Plan Updates. Our team is anchored by the following leaders:

- **Principal-in-Charge Diane Sandman, AICP** has worked extensively on CEQA compliance documents for long-range planning projects, including Housing Element and General Plan Updates, and award-winning EIRs throughout her 20-year career.
- **Quality Assurance/Quality Control Manager Kate Elliott** brings more than three decades of experience preparing CEQA compliance documents including complex and controversial EIRs, such as the Pebble Beach Development and Preservation Plan EIR and Inclusionary Housing EIR. She also prepared the IS/MND for the Pacific Grove Monarch Butterfly Sanctuary Sanitary Improvements Project.
- **Project Manager David Mack, AICP** has more than 15 years of experience in community development and environmental planning in Monterey County, and he has successfully completed long range plans including the County's General Plan Implementation Team/CEQA Compliance Plan. David has strong public outreach and presentation skills.
- **Strategic Advisor Joseph Sidor** has more than 14 years of experience in community development and environmental planning. Joseph's current efforts include a variety of planning projects such as the preparation and processing of an environmental review, focused EIR, and minor technical amendments to the General Plan for the City of Pacific Grove.

Harris & Associates, Inc.
450 Lincoln Avenue,
Suite 103
Salinas, CA 93901
831.789.8670
WeAreHarris.com

- **Strategic Advisor Darin Neufeld, AICP** specializes in CEQA compliance and sustainability and has over 15 years of experience working for public agencies and private firms developing environmental compliance for master planned communities, commercial/retail, industrial, renewable energy, climate action planning, and long-range planning projects.
- **Harris' 25-person, full service Environmental Planning & Compliance team** is experienced in preparing useful, comprehensive, and legally defensible programmatic EIRs and MNDs built for CEQA tiering to streamline future environmental review.

Harris and our teaming partners have all worked for the City and have previously worked together on many projects, creating a high level of trust and dynamic team relationship that will benefit the City.

Summary of consultant's experience and qualifications and the significant advantages to selecting the consultant. Our Project Manager David Mack, AICP has extensive experience working on projects and environmental documentation for various Monterey County jurisdictions. Additionally, over the past several months, Strategic Advisor Joseph Sidor has served as contract planner for the City assisting with development applications, including architectural permits, use permits, coastal development permits, amendments, and historic determinations in addition to CEQA compliance for discretionary permits and entitlements.

In addition to excellent project managers, our in-house team includes environmental analysts and technical specialists in air quality, biology, cultural/tribal resources, greenhouse gas emissions, geology, noise, and hydrology/water quality. Our in-house team is supplemented by Fehr & Peers, an industry leader in vehicle miles traveled (VMT) transportation analyses, with whom we have partnered on several projects.

Our team has extensive experience preparing general plans and CEQA analysis for other communities, including the cities of El Centro, Escondido, Santee, Victorville, Walnut Creek, and County of San Diego. The Harris team was recently selected to prepare a comprehensive General Plan Update for the City of Irvine. This experience with similar projects and our work in your community provides us with an understanding of the needs, values, and strategies necessary to successfully achieve CEQA compliance.

We seek to create an efficient, effective, and enjoyable working relationship with the City to successfully complete the CEQA documentation for the Housing Element Update, as well as other element and ordinance updates, on time and within budget. **We acknowledge receiving the addendum (Pre-Bid Meeting Questions and Answers) document sent out by the City.** Thank you for considering the Harris team.

Sincerely,
Harris & Associates, Inc.



David J. R. Mack, AICP
Project Manager/Main Point of Contact
450 Lincoln Avenue, Suite 103
Salinas, CA 93901
(P): 831.320.0413
(E): David.Mack@WeAreHarris.com



Diane Sandman, AICP
Principal-in-Charge
600 B Street, Suite 2000
San Diego, CA 92101
(P): 619.481.5001
(E): Diane.Sandman@WeAreHarris.com



PART 2 | PROJECT APPROACH, SCOPE OF WORK, TIMELINE AND DELIVERABLES

Describe the strategy for achieving the goals and deliverables of the project

We understand that the overall goal of the City of Pacific Grove (City) is to prepare the required 6th Cycle Housing Element update (HEU) that is consistent with current State law by the December 2023 deadline. Harris staff attended the pre-bid meeting on May 4, 2022 and understand that this proposal is strictly for the environmental review of the HEU and other General Plan element and ordinance updates that may be necessary. City staff will need Planning Commission and City Council approval to move forward with the other General Plan element and ordinance updates. Therefore, we propose a phased approach.

Phase 1 of this proposal is the CEQA review for the HEU and is the priority. Phase 1 must be complete by August 2023, so the HEU can be adopted by December 2023.

Phase 2 of this proposal covers the other element and ordinance updates that will be directed by City Council at a future date and may include: Land Use (including the Land Use Map), Health and Safety (Safety element update is required by State law), Transportation, Parks and Recreation, Natural Resources, and Zoning and Subdivision ordinances.

The City is not required by State law to prepare an Environmental Justice (EJ) element because it is not defined by the State as a disadvantaged community.

Additionally, Harris presents three options in this proposal to comply with CEQA for both Phase 1 and Phase 2. These options are described below and shown in the flow chart on page 7.

OPTION 1

As requested in the Request for Proposal (RFP) and at the pre-bid meeting, this proposal includes preparation of an Initial Study (IS) and Negative Declaration (ND) or Mitigated Negative Declaration (MND) for the HEU (Phase 1). Harris will work with the City to make certain the HEU scope fits within an ND or MND and make sure identification of RHNA sites do not result in significant environmental impacts.

Due to the deadline to approve the HEU by December 2023 with CEQA complete in August 2023, this approach assumes that no rezoning or other General Plan element amendments will be part of Phase 1, and that the impacts on the environment as a result of the HEU would be minimal and less than significant, as Phase 1 will not approve or otherwise allow any development. This ND or MND will be adopted by the City Council upon approval of the HEU in December 2023.

Once adopted, the ND or MND can be used to update the other General Plan elements and ordinances (Phase 2), through a Subsequent ND or MND process (CEQA Guidelines section 15162).

This approach will rely on the IS analyses performed during Phase 1 for the adopted ND or MND to prepare the Phase 2 IS/ND or MND for the other element and ordinance updates that result from the HEU, which may include: Land Use (including the Land Use Map), Health and Safety (Safety element update is required by State law), Transportation, Parks and Recreation, Natural Resources, and Zoning and Subdivision ordinances.

OPTION 2

Like Option 1, this option includes preparation of an IS/ND or MND for Phase 1 HEU. Because Phase 2 could result in rezoning and other General Plan updates that could result in potential significant and unavoidable impacts, Option 2 includes preparation of an EIR, instead of an IS/ND or MND, for Phase 2 through a Subsequent or Supplemental Environmental Impact Report (SEIR) process (CEQA Guidelines Sections 15162 and 15163).

This approach will rely on the IS analyses performed during Phase 1 for the adopted ND or MND and use the information to update the other General Plan elements and ordinances that result from the HEU, which may include: Land Use (including the Land Use Map), Health and Safety (Safety element update is required by State law), Transportation, Parks and Recreation, Natural Resources, and Zoning and Subdivision ordinances.

For both Options 1 and 2, the scope of work assumes that the Phase 1 HEU IS/ND or MND can be used to streamline the analysis of Phase 2.

Option 2 is a more likely scenario than Option 1 because changes to the Land Use Map, Zoning and Subdivision ordinances, Transportation, and other element updates may result in significant and unavoidable environmental impacts, requiring preparation of an EIR.

The Harris team is known for delivering high quality, legally defensible documents that are easily understood by the general public.

OPTION 3

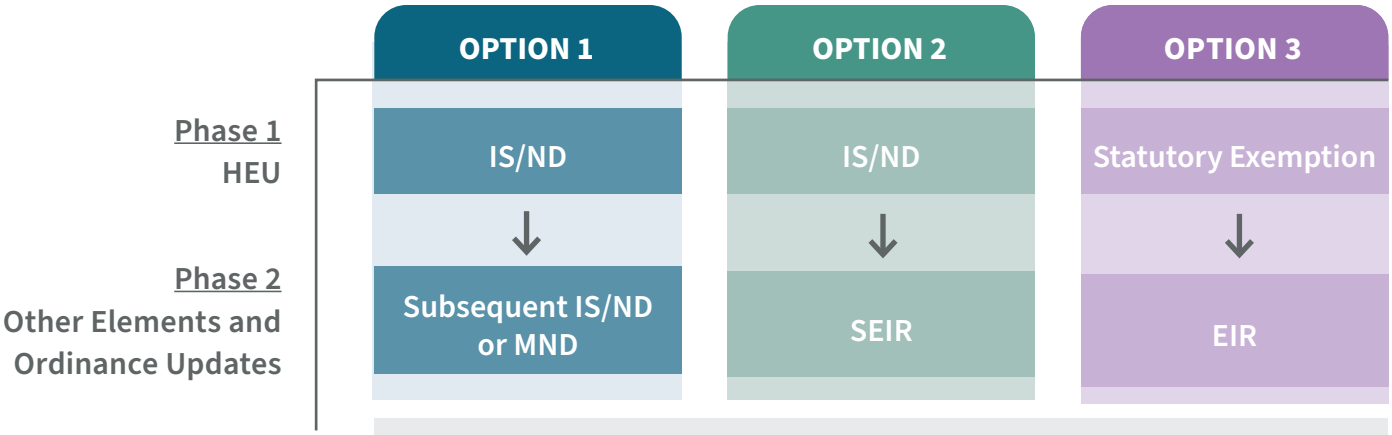
Another option for the City's consideration is use of a Statutory Exemption from CEQA per California Government Code section 65863(h) and CEQA Guidelines section 15283 for the HEU (Phase 1).

The State legislature enacted this exemption to enable communities to identify and make available additional adequate sites for residential development to meet the RHNA requirement exempt from CEQA, and thus not require any environmental analysis for the HEU (Phase 1). This approach assumes that Phase 1 will not require any rezoning or changes to density.

With this approach, the City would prepare a new standalone EIR, rather than a SEIR, to analyze the impacts of updating the other General Plan elements and ordinances (Phase 2). The new EIR for Phase 2 would be slightly more expensive than the SEIR presented in Option 2, because we would not build on the adopted IS/ND or MND.

Even more critical than cost savings is the ability to save time and avoid the risk and delays if the ND or MND for the HEU is challenged, which would make it difficult to complete the HEU by December 2023.

For all three options, **Harris will deliver legally defensible, well written CEQA documents that are easily understood by the general public, enabling the City Council to make an informed decision.**



Option 3 would be the most cost-effective, quickest, and legally defensible approach for completing the HEU on time.

We estimate this approach would save the City over $33,000 for Phase 1, because there would be minimal work to support the use of a Statutory Exemption.

Detailed scope of work noting applicable deliverables

This scope of work includes all three options described above. Harris will work with the City to determine the best course of action for CEQA compliance and make certain that the HEU (Phase 1) can be completed by December 2023.

OPTION 1

Phase 1: HEU Initial Study/Negative Declaration or Mitigated Negative Declaration

Task 1: Draft IS/ND or MND. Harris will prepare a CEQA IS/ND or MND for the HEU, in accordance with the CEQA Guidelines Section 15063 and Appendix G. This scope assumes that the City determines an ND or MND is the appropriate CEQA documentation.

This scope for an IS/ND or MND assumes that the environmental analysis for the CEQA document will be based on existing available documentation, including information from the HEU consultant Baird + Driskell and other more recent documentation and available public information from Association of Monterey Bay Area Governments (AMBAG) and the City. Harris will coordinate with the City to identify information needed. We anticipate this may include, but not be limited to, available information related to biological resources, cultural resources, and transportation.

The CEQA analysis will focus on the potential physical impacts to the environment that could occur as a result of allocation of RHNA sites and other analysis in the HEU. The tasks are as follows:

- Prepare the IS for the proposed project. The IS will be based on readily available public information, including the General Plan and local coastal plan. The project will include a comprehensive review of the City's documents. This scope assumes that the IS findings will support the preparation of an ND or MND. Harris will support the City by conducting tribal notification per Assembly Bill (AB) 52 and Senate Bill (SB) 18. Harris will assist the City in consultation with Tribes.

- Prepare the ND or MND form based on the environmental analysis from the IS.
- Submit the First Draft IS/ND or MND (electronic) to the City for review and comment.
- Revise the First Draft IS/ND or MND based on comments from the City. Our scope and fee proposal assume that there will be two rounds of City review, and that City staff will reconcile and compile its comments into a single document for Harris' use.
- Submit the Second Draft IS/ND or MND (electronic) for City review. This scope assumes that any comments on the second draft would be minor and not result in new analysis or substantial revisions to the document.

Task 2: Public Review IS/ND or MND. Harris will prepare the IS/ND or MND for a 30-day public review, including distribution to the State Clearinghouse for review by State agencies and will prepare the required notices. The tasks are as follows:

- Prepare the Public IS/ND or MND for distribution to the State Clearinghouse, including preparation of the Notice of Completion (NOC) form, the Environmental Summary form, and electronic file transfer of the IS/ND or MND via the State Clearinghouse's online CEQA document submission system.
- Produce an electronic version of the Public IS/ND or MND in PDF and Word formats and submit it to the City via Dropbox or similar file share system for distribution and posting to the City's website. This scope assumes that the City would be responsible for reproduction and distribution of any hard copies.
- Prepare the Notice of Intent (NOI) to adopt an ND or MND and submit it to the County Clerk's office. It is assumed the City will post the NOI to a local newspaper in compliance with Section 15072 of the State CEQA Guidelines and distribute the NOI to interested agencies, organizations, and members of the public. Harris can assist with posting and distribution.
- **Task 3: Final IS/ND or MND.** Following the 30-day public review period, Harris will review the comments received, prepare responses to the comments, and revise the IS/ND or MND if required. The tasks are as follows:
- Review and respond to up to 30 written comments on the public IS/ND or MND (individual comments, not 30 letters). This may entail reading and numbering all comments, as well as assigning comments to members of the Harris team, Fehr & Peers, and possibly to City staff. The effort to respond to these comments is not expected to require any fieldwork or new analysis. The Responses to Comments will be presented in memorandum format, with the comment letters attached.
- Submit the draft Responses to Comments memorandum to the City for review. We will prepare one set of revisions based on the City's consolidated comments.
- Revise the text of the IS/ND or MND, if required to provide corrections or additional required information, based on the comments received and the responses to comments. If revisions are required, we will prepare a draft of the revisions for City review and comment and prepare a summary of the changes for inclusion in the Response to Comments memorandum. If no revisions are necessary, the Public IS/ND or MND will be final.
- If mitigation measures are identified and an MND is prepared, prepare a Mitigation Monitoring and Reporting Program (MMRP) in tabular format. The MMRP identifies required project mitigation measures and the parties responsible for their implementation, compliance, and monitoring. Submit the draft MMRP to the City for review and attach the final MMRP to the final IS/MND.
- Submit the Final IS/ND or MND, Response to Comments memorandum, and MMRP (electronic) to the City.

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- Prepare the Notice of Determination (NOD) and submit it electronically to the City. Harris can assist with filing of the NOD with the County Clerk's office within five working days of project approval. The City is responsible for paying all filing fees. Harris will submit an electronic copy of the NOD to the State Clearinghouse.
- Harris will assist with government-to-government consultation pursuant to AB 52/SB 18, including drafting notifications and any follow-up cultural resources consultations if requested by California Native American tribes. Harris will provide consultation support as requested by City staff. This proposal assumes eight (8) hours of professional archaeologist support.

Deliverables (electronic)

- ND or MND Form
- First Draft IS/ND or MND
- Second Draft IS/ND or MND
- Notice of Completion (NOC)
- Notice of Intent (NOI)
- Environmental Summary Form
- Public IS/ND or MND
- Draft and Final Responses to Comments Memorandum
- Final IS/ND or MND
- Draft and Final Mitigation Monitoring and Reporting Program (MMRP)
- Notice of Determination (NOD)

Task 4: Attend Meetings and Project Management. The Harris project manager or other senior team member will attend one Planning Commission meeting and one City Council meeting. The Harris team will also be available to participate in up to 12 one-hour teleconference meetings (bi-weekly meetings for six-months) during the preparation of the IS/ND or MND. These meetings serve to facilitate project information, resolve issues, and update the team on schedule and budget. Harris is available to participate in additional meetings, as needed, at our typical hourly billing rates.

The Harris project manager will coordinate with the City and technical team, including the subconsultant. The project manager will organize the project in terms of scope, schedule and budget and be responsible for the quality and timeliness of submittals. The project manager will also be responsible for monthly invoicing, including the preparation of a monthly progress report.

Phase 2: Subsequent IS/ND or IS/MND for Other Element and Ordinance Updates

Task 1: Subsequent IS/ND or MND. This scope of work for Phase 2 would be similar to that described above in Phase 1, Tasks 1-4. However, in general, these tasks are anticipated to take longer than for Phase 1 due to the complexity of the element and ordinance updates.

Harris will write the project description for Phase 2 based on information provided by the consultant(s) selected to prepare the other elements and ordinance updates as a result of the HEU. The extent of these changes will be determined after staff obtain instruction from the City Council and issue a Request for Proposal (RFP) for this work. This scope of work may need to be revised in coordination with the City and consultant(s).

The ND or MND as adopted for the HEU in Phase 1 would be updated and revised as necessary to analyze the impacts of the other elements and ordinance updates that result from the HEU, and a First Draft, Second Draft, and Public Review Subsequent IS/ND or MND would be prepared. Additional analyses would be required to support the Subsequent MND and have been included as part of Task 2, Technical Studies, as described below.

The Fee Proposal reflects the additional analyses and effort required to revise the adopted ND/MND for additional elements and ordinance updates that result from the HEU, which may include: Land Use (including the Land Use Map), Health and Safety (Safety element update is required by State law), Transportation, Parks and Recreation, Natural Resources, and Zoning and Subdivision ordinances.

This scope of work assumes that all potentially significant impacts would be reduced to a less than significant level, enabling adoption of an ND or MND. If after initial review and coordination with the City, it is determined possible that the additional elements and ordinance updates that result from the HEU in Phase 1 could result in a significant and unavoidable impact on the environment, a subsequent or supplemental EIR would be required, and a scope and budget amendment would be necessary.

Task 2: Technical Studies. The Technical Studies described in this section will be required to support the analyses in the Subsequent IS/ND MND and have been reflected in the Fee Proposal. Note the scope of work for the technical studies is applicable to Phase 2 of Options 1, 2 and 3.

2.1. Air Quality Memorandum. Harris will prepare an Air Quality Technical Memorandum (memo) to assess the air quality impacts associated with proposed land use and zoning changes identified in the HEU. The memo will provide technical background information in support of the air quality impacts analysis. The report will be included as an appendix. We assume that the potential for carbon monoxide hot spots will be addressed qualitatively based on the results of the traffic analysis provided by Fehr & Peers. Hot spot modeling is not included in this scope of work. Tasks are listed as follows:

- Provide a brief overview of the existing air quality in the North Central Coast Air Basin in the vicinity of the project site, including existing pollutant levels at nearby air quality monitoring stations. This will establish the baseline of air pollutant emissions for the City.
- Provide an overview of standards and policies relevant to the criteria pollutant analysis, including the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS).
- Estimate construction emissions for proposed land use and zoning changes based on worst-case annual estimate construction scenario, addressing heavy equipment exhaust and fugitive dust. Construction emissions will be estimated using the California Emissions Estimator Model (CalEEMod).
- Use CalEEMod to estimate existing criteria pollutant emissions based on land use information provided by the City, and vehicle miles traveled (VMT) information provided by Fehr & Peers
- Use CalEEMod to quantify operational emissions from build out of the proposed land use and zoning changes that may result from the HEU. Vehicular emissions will be based solely on traffic information provided by Fehr & Peers, including VMT. It is assumed the traffic information will take into account access to alternative transportation options, such as walkability.
- Compare future buildout emission estimates to existing conditions (baseline) to estimate the potential net change in emissions. Evaluate the significance of construction emissions and net operation emissions.
- Mitigation measures, if necessary, will consist of program-level best management practices for future projects. Mitigation measures will be quantified to the extent available using the CalEEMod model.
- Prepare the draft air quality technical memorandum detailing the results of the analyses identified above. Submit the air quality technical memorandum to the City for review and prepare one set of revisions within the limits of an 8-hour professional staff budget.

Deliverables (electronic):

- Draft and Final Air Quality Technical Memorandum

2.2. Biological Resources Technical Memorandum. Harris will prepare a Biological Resources Technical Memorandum to assess the biological resources impacts associated with proposed land use and zoning changes identified in the HEU. The memorandum will provide technical background information in support of the biological resources impacts analysis. The report will be included as an appendix. Tasks are as follows:

- Inventory existing biological resources in the City based on review of existing information sources including aerial imagery, topographic maps, California Department of Fish and Wildlife's California Natural Diversity Database, California Native Plant Society Electronic Inventory, U.S. Fish and Wildlife Service's IPaC—Information for Planning and Consultation online system including critical habitat and listed species, and U.S. Fish and Wildlife Service's National Wetland Inventory Electronic Mapper.
- Prepare a project area plant community and land use map that identifies the location of any potential habitat within or adjacent to proposed land use changes.
- Provide a description of sensitive plant communities, sensitive species, aquatic resources, and any other sensitive biological resources/habitat with potential to occur in the vicinity (up to 1 mile) of the proposed land use changes.
- Provide a biological resources analysis to identify potential impacts associated with the proposed land use and transportation changes.
- Provide program-level mitigation measures to be implemented for potentially significant impacts to biological resources.
- Prepare the draft Biological Resources Technical Memorandum.
- Prepare the final Biological Resources Technical Memorandum based on comments from City staff on the draft Memorandum (up to eight hours).



The 400 Block of Granite Street in Pacific Grove."

This scope assumes that plant community mapping will be based on existing data, and does not include on-site field surveys, consultation with regulatory agencies, or permitting

Deliverable (electronic):

- Draft and Final Biological Resources Technical Memorandum

2.3. Cultural, Tribal, and Historical Resources Analysis Study. Harris will prepare the cultural, tribal, and historical resources analysis. Tasks are as follows:

- Conduct a records search at the Northwest Information Center to identify any previously recorded sites located or previous studies conducted within the project area. The records search will include a review of all maps and files housed at Northwest Information Center related to the project area. During the records search, Harris will determine if any previously recorded cultural resources identified within the project area are listed in the National Register of Historic Places (NRHP) or the Center for Regional Heritage Research (CRHR).

- Request a search of the Sacred Lands File be conducted by the California Native American Heritage Commission (NAHC) in order to identify any areas of Native American heritage significance. The NAHC will provide a list of tribal contacts that may have further information regarding the project area, to whom Harris will send a query letter regarding any information related to the area they may wish to share.
- Assist the lead agency in preparation for formal government-to-government consultation (AB 52 and SB 18).
- Develop the Cultural Resources Technical Report (CRTR). The Regulatory Setting section will address all relevant local, state, and national regulations and guidelines for cultural resources. The CRTR will include a broad historic and archaeological overview for the City.

The Historical Resources section will identify known CEQA historical resources, as identified in the records search, prior City surveys, and lists of historical resources maintained by the City in its HRI Database. This section will provide a summary of the types of historical resources extant within the project area, based on a review of Northwest Information Center and City records, as well as a two-day reconnaissance-level survey. A map illustrating known historic resources (architectural only) and a buried site sensitivity map (archaeological only) will be included.

The Impacts and Mitigation section will define the significance thresholds for adverse impacts under CEQA to cultural resources within the City. Specific project impacts will not be addressed, only broad potential for impacts on types of resources and/or types of projects. Mitigation Measures will be identified to reduce impacts as applicable and will include those adopted by the City regarding tribal cultural resources. Recommendations will include policies that would foster the preservation of known historical resources.

This proposal assumes: intensive-level and/or pedestrian survey will not be required to identify historical resources. The cost of the records search with Northwest Information Center will not exceed $500. The City can provide Geographic Information System (GIS) data that includes Monterey County Assessor year built for most parcels within the City.

Deliverables:

- Draft and Final Cultural Resources Technical Report

2.4. Greenhouse Gas Emissions Technical Memorandum. Harris will prepare a Greenhouse Gas (GHG) Emissions Technical Memorandum to assess the GHG impacts associated with proposed land use and zoning changes identified in the HEU. The memo will provide technical background information in support of the GHG impacts analysis. The report will be included as an appendix. Tasks are as follows:

- Provide a description of the most common GHG constituents and summarize applicable legislation that pertains to GHG emissions, such as Assembly Bill 32, Senate Bill 32, Executive Order S-3-05, and Executive Order B-55-18.
- Conduct an inventory of GHGs for construction of the project that will focus on the three types of GHG emissions anticipated to be generated by the project including carbon dioxide, methane, and nitrous oxide. Emissions will be converted to their carbon dioxide equivalents using the global warming potential for each gas. Assumptions will be consistent with the worst-case annual construction scenario developed for the air quality analysis and will represent the estimated worst-case annual construction GHG emissions. Emissions will be estimated using CalEEMod. The worst-case construction emissions will be added to operational emissions to estimate total annual emissions.

- Use CalEEMod to estimate existing and buildout GHG emissions from land use operation. Vehicular emissions will be based solely on traffic information provided by Fehr & Peers. Fehr & Peer's traffic information will include implementation of GHG reduction measures related to transportation, such as availability of alternative transportation. Requirements for new development to reduce emissions related to energy, water, and solid waste will be quantified to the extent possible using CalEEMod.
- Evaluate the project's significance based on the CEQA Guidelines. If necessary, recommend program-level mitigation measures to reduce potential impacts. Mitigation measures will be quantified to the extent available using the CalEEMod model.
- Prepare the draft GHG technical memo detailing the results of the analyses identified above. Submit the GHG technical memo for review and prepare one set of revisions within the limits of an 8-hour professional staff budget.

Deliverables (electronic):

- Draft and Final GHG Emissions Technical Memorandum

2.5. Noise Technical Memorandum. Harris will prepare a Noise Technical Memorandum to assess the noise impacts associated with proposed land use and zoning changes identified in the HEU. The memo will provide technical background information in support of noise impacts analysis. The report will be included as an appendix. Tasks are as follows:

- Provide a brief description of the contributors to the existing local noise environment, including transportation and operational sources, based on the existing City planning documents, such as the existing General Plan.



The Holman Building on Lighthouse Avenue in Pacific Grove.

- Provide an overview of relevant standards and policies in the City's planning documents. Identify a threshold of significance for changes in ambient noise level based on City noise standards.
- Compare existing and future roadway noise levels for up to 10 roadway segments using standard equations adopted from the FHWA Highway Noise Prediction Model (Federal Highway Administration [FHWA] RD 77 108). Existing and future conditions will be derived from roadway segment volume information provided by Fehr & Peers for roadway segments anticipated to experience the most change in volume or exposure as a result of the project. Noise calculations will assume an idealized steady flow of traffic without attenuation provided by topography or buildings. Noise contour results will be provided in tabular form.
- Assess areas of potential conflict between future roadway noise levels and existing and proposed land uses in the City.
- Recommend program-level mitigation measures to reduce potential impacts, if necessary.
- Prepare the draft memo detailing the results of the analyses identified above and submit to City staff for review.

- Prepare the draft noise technical memo detailing the results of the analyses identified above. Submit the noise technical memo for review and prepare one set of revisions within the limits of an 8-hour professional staff budget.

Deliverables (electronic):
- Draft and Final Noise Technical Memorandum

2.6. Transportation Study (Fehr & Peers). As a subconsultant to Harris, Fehr & Peers will prepare a Transportation VMT Analysis for Environmental Review in accordance with Senate Bill 743 and current CEQA Statute and Guidelines. To comply with these new rules, the City adopted Resolution No. 21-026, which is a set of VMT methods and procedures to apply to land use and transportation projects in the City (August 7, 2021).

The 6th Cycle Housing Element Update and potential associated General Plan Element and ordinance updates could modify and increase the residential land use supply in Pacific Grove and could have a relatively widespread effect on the total VMT within Pacific Grove and the Monterey Peninsula. Further, the City's VMT thresholds are tied to the land use and transportation network inputs in the 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). Because the other potential General Plan element and ordinance updates will include a land use program that differs from the 2040 MTP/SCS, it will have a direct effect on the cumulative change in VMT in Pacific Grove.

Our understanding is that the City's existing VMT Analysis Tool intended for small- to medium-size land use projects is not capable of performing a comprehensive VMT analysis that is needed to evaluate the other potential General Plan element and ordinance updates and the direct, indirect, and cumulative effects on the environment.

This is supported by the State of California's Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (December 2018), which recommends considering a project's short-term, long-term, and cumulative effects on VMT.

The importance of a comprehensive VMT analysis reflects the fact that certain types of land use projects can influence the routing of existing trips and the VMT generation of surrounding land uses. The project could have an effect on overall total VMT for the City of Pacific Grove and the Monterey Peninsula. The benefit of a comprehensive VMT analysis is that it will quantify the order of magnitude and direction of these potential changes to determine if is the other potential General Plan element and ordinance updates cause an adverse (or beneficial) environmental effect.

The report will be included as an appendix. Tasks are listed below. Note that the scope of work provided by Fehr & Peers includes substantial detail for each task that was not included in this proposal but is available for review.

Task 2.6.1. Confirm SB 743 VMT Assessment Approach. The purpose of this task will be to confirm: 1) VMT metrics, 2) the travel model to calculate VMT, and 3) VMT impact significance thresholds, and 4) VMT mitigation options.

As a starting point, this scope of work assumes we will use the City's adopted Resolution No. 21-026, which is a set of VMT methods and procedures to apply to land use and transportation projects in the City (August 7, 2021). However, because this project will affect VMT in the City and the Monterey Peninsula, this scope includes a comprehensive VMT analysis approach.

Deliverables (electronic):
- Brief technical memoranda that describe the VMT assessment approach options and City selected methods

Task 2.6.2. VMT Modeling. We have assumed that we will use the latest version of the AMBAG travel model as-is. However, to initiate the VMT modeling, Fehr & Peers will conduct a review of the AMBAG travel model documentation and model validation within the project study area and compare available California Household Travel Survey VMT data for Pacific Grove (or, depending on sample size, the Monterey Bay Peninsula) to results from the travel demand model. Fehr & Peers will estimate changes in daily VMT for the project on a typical weekday using the AMBAG travel forecasting model.

We have assumed up to 32 professional staff hours to work with the project team to update the base year and future year land use inputs to ensure the VMT extracted from the AMBAG travel forecasting model reflects the City's VMT only. Fehr & Peers will extract VMT metrics (total and partial project generated VMT, and project's effect on VMT) at the Citywide, Countywide, and Regionwide level using the AMBAG travel forecasting model for the following scenarios:

- *Scenario 1:* Baseline (existing) Conditions
- *Scenario 2:* Cumulative without Project Conditions
- *Scenario 3:* Cumulative with Project Conditions

Note that we are not proposing a Baseline with project scenario. This is because of the change in land use.

Deliverables (electronic):

- Summary tables documenting total project generated VMT, partial home-based VMT per resident, and boundary VMT for each of the three study scenarios at the Citywide, Countywide, and Regionwide geographic scales

Task 2.6.3. Transportation Analysis

- *Baseline Conditions.* Fehr & Peers will summarize existing VMT, street network, transit service, and bicycle facilities within the City of Pacific Grove to document Existing Conditions. This summary will use street network, transit, and bicycle facilities maps prepared by the project team. Local jurisdiction plans, programs and policies will also be summarized.
- *Impact Analysis.* Once the City confirms its VMT assessment approach, the environmental analysis portion of the transportation analysis will proceed. This environmental analysis of the transportation system will use the VMT evaluation metrics, methods and thresholds prepared in Task 1 to include a VMT/Induced Automobile Travel Evaluation.

Task 2.6.4. Documentation. The results of the analysis will be documented in a TA report that documents all work assumptions, analysis procedures, findings, impacts, and recommendations, and be supported by graphics and technical documentation in appendices. In general, the report will consist of a description of this project, methods used, and analysis results for each scenario. If appropriate, significant transportation impacts will be identified and recommended mitigation measures documented.

The draft report will be submitted to the project team for review and comment. Review comments will be incorporated into the final report. Our fee estimate includes 16 professional staff hours to respond to comments and prepare a final TA report. It is assumed that the report will be included in full in the appendix and incorporated into the main body of the CEQA document as needed by Harris.

Deliverables (electronic):

- Draft and Final Transportation Analysis Report

Task 2.6.5. Attend Conference Calls. Fehr & Peers will attend up to six (6) 1-hour web-enabled project team conference calls with two staff present, as well as one (1) Planning Commission meeting, and one (1) City Council meeting.

OPTION 2

Like Option 1, Option 2 includes preparation of an ND or MND for Phase 1 HEU. Because Phase 2 will result in rezoning and other General Plan updates that could result in potential significant and unavoidable impacts, Option 2 includes preparation of an EIR, instead of an IS/ND or MND, through a Subsequent or SEIR process (CEQA Guidelines section 15162 and 15163). This approach will rely on the analyses performed during Phase 1 for the HEU IS/ND or MND and use the information to update the other General Plan elements and ordinances that result from the HEU, which may include: Land Use (including the Land Use Map), Health and Safety (Safety element update is required by State law), Transportation, Parks and Recreation, Natural Resources, and Zoning and Subdivision ordinances.

Phase 1: HEU Initial Study/Negative Declaration or Mitigated Negative Declaration

Phase 1 under Option 2 would be the same as outlined above under Option 1. Refer to the tasks described for Phase 1 under Option 1.

Phase 2: Subsequent or Supplemental Environmental Impact Report for Other Element and Ordinance Updates

This scope for an SEIR assumes that the environmental analysis for the CEQA document will be based on existing available documentation, including the HEU IS/MND completed during Phase 1 and General Plan elements. Harris assumes that field surveys will not be required as part of the SEIR, except for the transportation and vehicle miles traveled (VMT) analysis conducted by Fehr & Peers (refer to Option 1, Task 2 Technical Studies).



The 200 Block of Grand Avenue in Pacific Grove.

Harris will follow the City's Environmental Impact Report Ordinance (Title 23.77 of the Pacific Grove Municipal Code), which specifies requirements for EIRs.

Task 1: Project Initiation. Harris will initiate project kick-off by obtaining deliverables relating to the project, including but not limited to, the HEU and Sector Feasibility Study. Harris will attend a kick-off meeting with City staff within the first two weeks. Roles and responsibilities, as well as internal deadlines, will be established. Harris will develop a list of data needs to review at the kick-off meeting and will coordinate with the City to obtain the required data, within established timelines.

Task 2: CEQA Notices. Harris will provide all required CEQA notices for the project, beginning with the Notice of Preparation (NOP) consistent with Section 15082 of the CEQA Guidelines. The NOP will include the noticing for the NOP Public Scoping Meeting. Other CEQA notices Harris will provide include the Notice of Availability (NOA), Notice of Completion (NOC), Notice of Determination (NOD), and the OPR Summary Form for distribution to the State Clearinghouse. Harris will also prepare the tribal notification letters. The noticing tasks are described as follows:

- Prepare the PEIR NOP, which will provide a brief project description and a general description of each of the issues that will be addressed in the Draft PEIR, as well as those topics that will not be addressed in the PEIR. In addition, the NOP will identify the date, time, and location of a public scoping meeting for the Draft PEIR.
- Submit an electronic copy of the NOP to the City for their review and prepare one set of minor revisions to the draft NOP based on comments received. It is assumed that the City will prepare the NOP mailing list and distribute it to interested or affected agencies, organizations, and individuals. Include the NOP as an appendix to the SEIR along with the comment letters received.
- In preparation for CEQA Public Review of the Draft SEIR, prepare the NOA, NOC and OPR Summary Form. The City will distribute the Draft SEIR pursuant to City and CEQA noticing requirements.
- In preparation for SEIR for certification, prepare the NOD and file with the County Clerk and State Clearinghouse.
- Prepare the tribal notification letters to be distributed by the City in compliance with Senate Bill (SB) 18 and Assembly Bill (AB) 52. Harris will assist the City with consultation, if requested.

Deliverables:

- NOP, NOA, NOC, NOD, OPR Summary Form and Tribal Consultation Notices

Task 3: Scoping Meeting. Pursuant to CEQA Guidelines Section 15206(b)(1), the project qualifies as a project of statewide, regional or areawide significance because it involves a proposed local general plan, element, or amendment for which a EIR will be prepared. As such, a SEIR scoping meeting is required as described in CEQA Guidelines Section 15082(c)(1).

The scoping meeting will be noticed as part of the NOP and is anticipated to be held virtually. However, Harris will work with the City should an in-person meeting be desired. The scoping meeting tasks are as follows:

- Prepare a presentation for public scoping meeting that describes the CEQA process and present a preliminary list of environmental topics to be addressed in the Draft SEIR.
- Facilitate the virtual public scoping meeting using the presentation described above and solicit input regarding the environmental topics that meeting attendees feel should be addressed in the Draft SEIR. (An in-person meeting can be accommodated but may require additional scope).
- During the meeting, transcribe verbal public comments into written notes. Compile the list of environmental topics requested be addressed in the Draft SEIR and provide a summary of the comments to the City.

Deliverables:

- Public Scoping Meeting PowerPoint presentation and summary of comments received

Task 4: Technical Studies. The technical studies described for Option 1, Phase 2 would also be required to support the analyses for Option 2, Phase 2. Refer to the scope of work provided for Option 1, Phase 2, Task 2, Technical Studies.

Task 5: Draft SEIR.

Task 5.1. Prepare Administrative Draft SEIR with Technical Appendices. Harris will prepare the draft and final SEIRs in compliance with the CEQA (Public Resources Code §21000 et seq.), the CEQA Guidelines (California Code of Regulations §15000 et seq.), CEQA case law and recent court decisions, and the City's Environmental Impact Report Ordinance (Title 23.77 of the Pacific Grove Municipal Code).

The project will be addressed with a SEIR, which is an EIR that revises as necessary the adopted ND or MND for Phase 1 HEU (CEQA Guidelines section 15162 and 15163). The SEIR will identify potential impacts that would result from project implementation. However, the level of analysis will not be detailed to the individual development project level, nor is it intended to be accurate to this level of specificity.

The SEIR will identify a range of potential impacts resulting from future development allowed under the project and will identify mitigation measures that future development may implement to reduce identified potentially significant effects.

The preparation of a SEIR will facilitate the CEQA streamlining under Section 15168 (c) and (d), if projects are consistent and considered later activities under the program (CEQA requirements for program EIRs). The SEIR contents and related scope of work is described as follows:

Executive Summary. The Executive Summary will contain elements required in CEQA Guidelines section 15123, and will include a brief description of the project, the environmental setting, and the alternatives evaluated in the SEIR. It will also include a discussion of areas of controversy and issues to be resolved.

Significant effects and mitigation will be described in a table listing the issue, impacts identified in the SEIR, the significance of impacts before mitigation, mitigation recommended in the SEIR, and the significance of impacts after mitigation. Due to potential changes resulting from City comments, the Executive Summary will be submitted with the Second Screencheck Draft SEIR.

Introduction. The introduction will discuss the purpose and legal authority, scope, and intended use of the SEIR. It will provide an overview of the environmental review process. Finally, the Introduction will include a brief discussion of the organization of the SEIR document.

Project Description. The Project Description will be prepared to comply with the requirements of CEQA Guidelines section 15124 and will include a discussion of the project's regional context, including proposed land uses, circulation, and related improvements. An overview of the project's background, history, and objectives will also be provided. The Project Description, including graphic materials, will be based on information provided by the City and the consultants working on the HEU. Finally, the Project Description will include a separate list of key planning policies which will avoid or minimize environmental impacts.

This SEIR chapter will also provide the project objectives, which will be developed in consultation with City staff. The project objectives are a key element of the Project Description because they set the parameters for developing the project alternatives. Finally, a complete list of responsible and trustee agencies and necessary discretionary actions, including permits, will accompany the Project Description.

Environmental Analysis. The scope of the Environmental Analysis chapter was developed based on the project information provided with the Request for Proposals, our experience preparing SEIRs for similar types of planning projects, and our knowledge of the project area. As required by CEQA, the SEIR will address the following topics: Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire.

The discussion of each environmental topic in the Environmental Analysis chapter will have six main subsections, described as follows:

The **Existing Conditions** subsection will provide a description of the existing conditions of the project area, specific to each environmental topic area.

The **Regulatory Framework** subsection will provide a description of applicable regulations promulgated by federal, state, regional, and local agencies that apply to the specific environmental topic area.

The discussion of **Impacts and Mitigation** will be divided into subsections based on the CEQA Guidelines Appendix G IS Checklist questions. As required by section 15126.2(a) of the CEQA Guidelines, direct, indirect, short-term, extended-term, on-site, and/or off-site impacts will be addressed, as appropriate, for the environmental issue being analyzed. The Mitigation Measures subsection will list the mitigation measures that could reduce the severity of impacts identified in the Impacts subsection, as necessary.

The SEIR will provide an evaluation of feasible mitigation measures, which could be implemented to reduce or eliminate adverse impacts of the proposed project. CEQA Guidelines section 15126.4 requires a SEIR to "describe feasible measures which could minimize significant adverse impacts." The CEQA Guidelines section 15364 defines feasibility as capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, legal, social, and technological considerations. Furthermore, the mitigation measures will be designed to streamline future development project environmental review under CEQA by creating performance standard mitigation measures.

The **Cumulative Impacts and Mitigation** subsection will include an analysis of the proposed project and related past, present, and probable future projects that would contribute to the degradation of the environment in each of the environmental topic area subsections addressed in the SEIR. The cumulative project list will be provided at the beginning of the Environmental Analysis chapter, prior to the analysis for each environmental topic.

For each topic subsection, four questions will be addressed in the analysis:

1. What is the geographic context of the analysis?
2. Does a significant cumulative impact exist?
3. If so, what is the project's contribution before implementation of project-level mitigation measures?
4. What is the project's contribution after implementation of project-level mitigation measures?

The **References** subsection will provide a bibliography of reference materials used in preparing the particular topical section of the SEIR.

Growth Inducement. This section will discuss the potential for future development allowed by the project to foster economic or population growth or the construction of additional housing in the surrounding environment. Included will be a discussion of the potential for the project to contribute to growth of undeveloped areas through the extension or construction of new infrastructure facilities. Consistent with CEQA Guidelines section 15126.2, the discussion will not assume that growth is necessarily beneficial, detrimental, or of little significance to the environment.

Other CEQA Considerations. This section will include a subsection on Other Effects Found Not to be Significant that will be based on the results of the Initial Study checklist and the adopted ND or MND for Phase 1. Additional topics from the adopted ND or MND for the HEU may be added to this list once preliminary analysis has occurred. This chapter of the SEIR will also include sections discussing significant and unavoidable environmental impacts and significant irreversible environmental effects.

Alternatives. Harris will prepare this section to include discussion of up to three alternatives, in addition to the No Project Alternative. As required by CEQA, the No Project Alternative will be addressed as the Existing General Plan Alternative.



The 200 Block of 17th Street in Pacific Grove.

Three other alternatives will be developed in consultation with City staff in light of the significant environmental impacts identified for the project. In addition, as required by the CEQA Guidelines, the environmentally superior alternative will be identified. If this is the No Project Alternative, the next environmentally superior alternative will be identified. A comparison of alternatives to the project will be provided in a matrix format for each of the environmental topics, depicting whether the alternative would result in less, more, or the same impact as the project.

Deliverables (electronic):

- Administrative Draft EIR with Technical Appendices

Task 5.2. Prepare Screencheck Draft SEIR with Technical Appendices. Following receipt of City comments on the Administrative Draft EIR, Harris will prepare the Screencheck Draft EIR, including technical appendices. All edits will be shown in tracking mode (strikeout/underline).

Deliverables (electronic):

- Screencheck Draft SEIR with Technical Appendices

Task 5.3. Prepare Public Draft SEIR with Technical Appendices. After receipt and incorporation of comments on the Screencheck Draft PEIR, Harris will submit the Public Draft SEIR electronically to the City for a print-check review before public review distribution.

The Draft SEIR will undergo a 45-day public review period. As described above, Harris will produce the OPR Summary Form for distribution to the State Clearinghouse. Harris will provide the Draft SEIR electronically for publication on the City's website. As described under Task 2, Harris will also prepare the NOC and NOA per CEQA Guidelines Sections 15085 and 15087. It is assumed that the City will send the notices and post the NOA in a local paper, in accordance with the CEQA public noticing requirements.

Deliverables (electronic):

- Public Draft SEIR with Technical Appendices

Task 5.4 Attend Meetings. The Harris project manager or senior team member will attend one Planning Commission meeting and one City Council meeting. The Harris team will also be available to participate in up to 12 one-hour teleconference meetings (bi-weekly meetings for six-months) during the preparation of the SEIR. These meetings will serve to facilitate project information, resolve issues, and update the team on schedule and budget. Harris is available to participate in additional meetings, as needed, at our typical hourly billing rates.

Under Option 2, it is anticipated that the process would take longer than under Option 1 due to the complexity of the element and ordinance updates and the longer timeline for an SEIR. Additional costs are provided for meetings and project management beyond those listed in Phase 1 Task 1.

The Harris project manager will coordinate with the City and technical team, including the subconsultant. The project manager will organize the project in terms of scope, schedule and budget and be responsible for the quality and timeliness of submittals. The project manager will also be responsible for monthly invoicing, including the preparation of a monthly progress report.

Task 5.5. Review Approval Documents. Harris staff will conduct a review of project approval documents including the Housing Element update and Feasibility Study. Harris' review will focus on consistency between the documents and changes that may reduce or avoid environmental impacts. Harris will summarize these documents in the SEIR project description.

Task 6: Final SEIR

Task 6.1. Prepare Response to Comments. This scope assumes there will be up to 100 individual written comments (not 100 letters) on the Draft SEIR. Harris will review and number all the comments, and distribute to the Harris team, Fehr & Peers, and possibly City staff for input on developing responses. The effort to respond to these comments is not expected to require new fieldwork or substantial new analysis. Harris will submit the draft response to comments section to the City for review and prepare one set of revisions based on City comments within the limits of a 16-hour professional time budget.

Deliverables (electronic):

- Draft Responses to Comments

Task 6.2. Prepare Administrative Final SEIR. Harris will prepare the Administrative Draft Final SEIR, which will include responses to comments (completed as part of Task 6.1), revisions to the Draft SEIR (errata), Draft MMRP, and CEQA Findings, including a Statement of Overriding Considerations, if required.

Harris will apply the requirements of the City's EIR Ordinance (Title 23.77 of the Pacific Grove Municipal Code) related to CEQA noticing and findings.

MMRP. Harris will prepare the MMRP consistent with CEQA Guidelines Section 15097 based on the mitigation measures in the SEIR. The MMRP will be in tabular format and will identify the following: mitigation measure, monitoring effort, time frames for implementing the mitigation and verifying that the mitigation has been implemented, persons/agencies responsible for carrying out the mitigation and verification, and dates when the mitigation and monitoring activities have been completed. The MMRP will be submitted to City staff for review. One set of minor comments will be prepared based on City comments.

CEQA Findings/Statement of Overriding Considerations. Harris will prepare the Draft CEQA Findings and the Statement of Overriding Considerations for the SEIR and submit these documents to the City for review and comment, pursuant to the requirements of Sections 15091(a) and 15093 of the CEQA Guidelines, respectively.

Harris will make one set of revisions to the daft Findings and Statement of Overriding Considerations based on the comments received from the City. These findings will be consistent with Title 23.77 of the Pacific Grove Municipal Code.

Deliverables (electronic):

- Administrative Final SEIR, Draft and Final MMRP, and CEQA Findings and the Statement of Overriding Considerations (if required)

Task 6.3. Screencheck Final SEIR. Harris will prepare the Screencheck Final PEIR which will include responses to comments, revisions to the Draft SEIR (errata), MMRP, and CEQA Findings, including a Statement of Overriding Considerations, if required.

Deliverables (electronic):
- Screencheck Final SEIR

Task 6.4. Final SEIR. Harris will prepare the Final SEIR which will include responses to comments, revisions to the Draft EIR (errata), Draft MMRP, and CEQA Findings, including a Statement of Overriding Considerations, if required. The City will be responsible for distribution to all public agency commenters within 10 days prior to certification of the Final SEIR. Harris will support this task if requested.

Deliverables (electronic):
- Final SEIR

Budget Contingency

Harris has included a 10% budget contingency to be used for unanticipated project-related tasks that arise during preparation of the SEIR. The budget contingency will only be used with prior approval from City staff. The tasks may include, but would not be limited to, the following:

- Additional meeting attendance or outreach efforts.
- Additional technical analysis, such as an expanded transportation analysis or health risk assessment.
- Evaluation of additional project alternatives.

The budget contingency is included in the not-to-exceed budget amount.

OPTION 3

Phase 1: HEU Statutory Exemption

As described in the approach section, Option 3 includes the use of a Statutory Exemption from CEQA for the HEU, per California Government Code section 65863(h) and CEQA Guidelines section 15283.

The State legislature enacted this exemption to identify and make available additional adequate sites for residential development under the RHNA exempt from CEQA, which would not require any environmental analysis for the HEU in Phase 1.

The costs to complete the Phase 1 HEU would be approximately $8,000, which is the same budget for meetings and project management as in Option 1, Phase 1, plus minimal costs to prepare a Notice of Exemption to file with the County Clerk after approval of the HEU in December 2023.

Even more critical than the cost savings under this option is the ability to save time by not conducting the CEQA analysis and by avoiding the risk of legal challenge to adopting an ND or MND for the HEU (Options 1 and 2). This approach makes it easier for the City to complete the HEU by December 2023.

Phase 2: Environmental Impact Report for Other Element and Ordinance Updates

With this approach, the City would prepare a new standalone EIR, rather than a SEIR, to analyze the impacts of updating the other General Plan elements and ordinances (Phase 2).

The process for Phase 2 (standalone EIR) under Option 3 would be substantially similar to Phase 2 (SEIR) under Option 2. All tasks and sub-tasks detailed above for Option 2, Phase 2 would be the same for the standalone EIR. However, this scope of work assumes additional effort because there is no analysis to use from an adopted ND or MND for the HEU as part of Phase 1.

The difference in cost is primarily due to the need to prepare a project description and impact analysis otherwise prepared under the ND or MND and reflecting the actions taken in Phase 1 to approve the HEU. All other costs and scope will be substantially similar to Phase 2 under Option 2.

General Timeline

The anticipated timeline for Phase 1 HEU is presented below.

Phase 2 is not represented because the extent of the other element and ordinance updates are unknown at this time. However, Harris can complete the Phase 2 CEQA documentation within 1.5 years upon completion of a project description.

Phase 1: Housing Element Update

Process	Completion Timeframe		
	Option 1	Option 2	Option 3
1. HEU Provided by City	August 2022	August 2022	August 2022
2. HEU Project Description Development	September 2022	September 2022	September 2022
3. CEQA Documentation			
• Statutory Exemption	Not applicable	Not applicable	September 2022*
• Draft IS/ND or MND	October - November 2022	October - November 2022	Not applicable
• Public Review	December - January 2023	December - January 2023	Not applicable
• Response to Comments	February 2023	February 2023	Not applicable
• Final IS/ND or MND	March 2023	March 2023	Not applicable
4. CEQA and HEU Approval	December 2023	December 2023	December 2023
	*CEQA completed, but the Notice of Exemption would be filed upon approval of the HEU by City Council, no later than December 2023		



PART 3 | CONSULTANT IDENTIFICATION AND TEAM

Name of Consultant

Harris & Associates, Inc.

Principal Place of Business

450 Lincoln Avenue, Suite 103, Salinas, CA 93901

Main Point of Contact

David J. R. Mack, AICP
Project Manager/Main Point of Contact
(P): 831.320.0413
(E): David.Mack@WeAreHarris.com

Professional Services Certification

Harris certifies that we are able to perform all professional services required by the RFP per language on page 7, Part 3 | Consultant Identification and Team: "Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal."

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Team Member Roles, Qualifications, and Relevant Experience

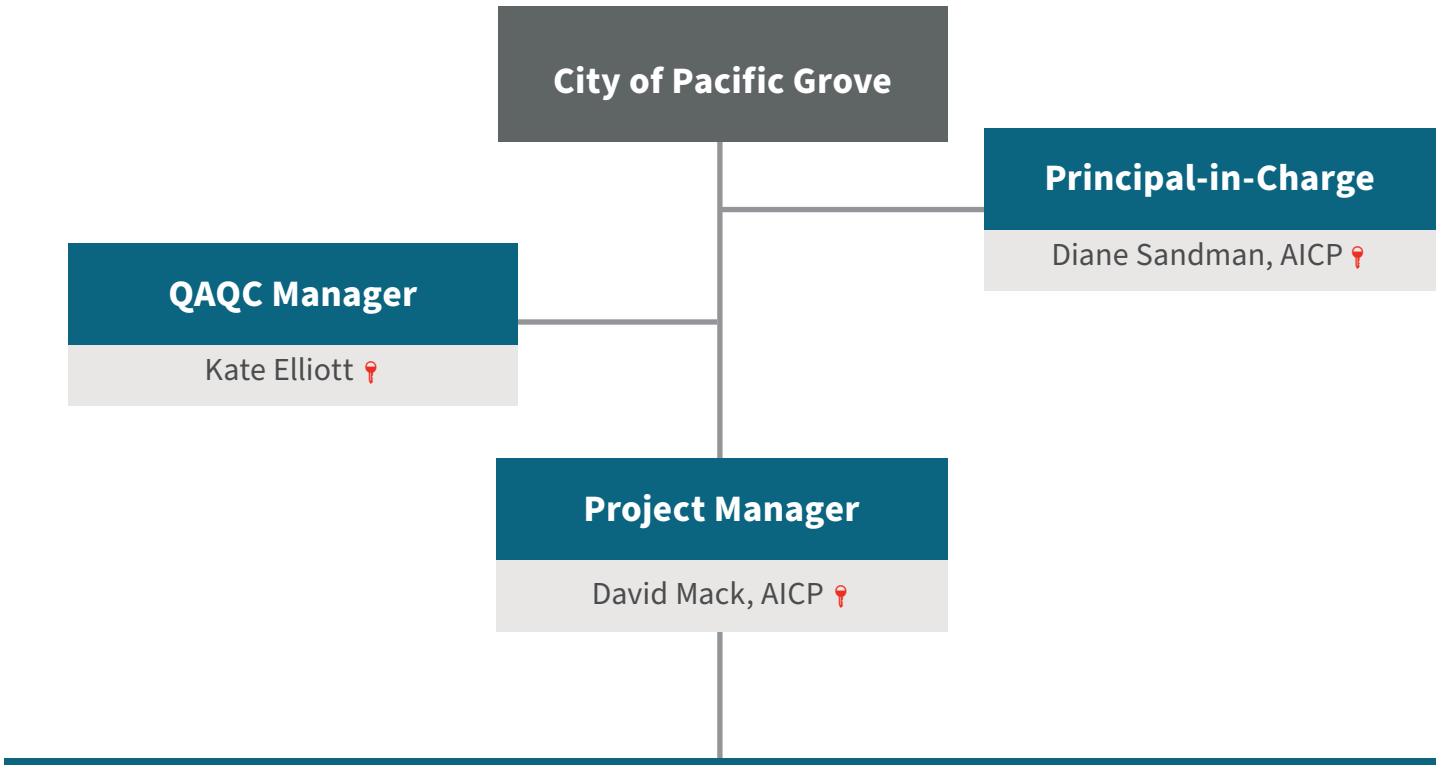
Team Member/Role	Qualifications	Relevant Experience
Diane Sandman, AICP Principal-in-Charge	• CEQA/NEPA • Project Management • Environmental Analysis • Quality Assurance/Quality Control (QA/QC)	• City of Watsonville, Climate Action Adaptation Plan (CAAP) • City of Irvine, Housing Element MND • City of El Centro, General Plan Update and Program EIR • City of Victorville, General Plan Update and Program EIR
Kate Elliott Quality Assurance and Quality Control Manager	• CEQA/NEPA • Project Management • Environmental Analysis • QAQC	• Transportation Agency for Monterey County (TAMC), Fort Ord Regional Trail and Greenway EIR • County of Monterey, Pebble Beach Development and Preservation EIR • County of Monterey, Pebble Beach Inclusionary Housing EIR • City of Watsonville, Climate Action Adaptation Plan (CAAP)
David Mack, AICP Project Manager	• CEQA/NEPA • Project Management • Land Use Planning • Environmental Analysis • QAQC	• County of Monterey, General Planning/CEQA Compliance • City of Marina, General Planning/CEQA Compliance • County of Humboldt, Planning Support Services • City of San Juan Bautista, Planning Support Services
Darin Neufeld, AICP Strategic Advisor	• CEQA/NEPA • Project Management • Environmental Analysis • QAQC	• City of Watsonville, Climate Action Adaptation Plan (CAAP) • City of Victorville, General Plan Update and Program EIR • City of Victorville, General Plan Annual Progress Report (APR) • City of Santee, Environmental Justice and Safety Element Update • County of San Diego, Staff Support Services
Joseph Sidor Strategic Advisor	• CEQA/NEPA • Project Management • Land Use Planning • Environmental Analysis • QA/QC	• City of Pacific Grove, Planning Support Services • County of Monterey, Planning and Project Management • City of Walnut Creek, Sustainability Action Plan

Team Member/Role	Qualifications	Relevant Experience
Bill Halligan, Esq. Sr. Environmental Council	• CEQA/NEPA • Legal Council • Environmental Analysis	• City of Los Alamitos, General Plan Update and EIR • County of Los Angeles Department of Regional Planning, Los Angeles County 2035 General Plan EIR • City of Irvine, Irvine Business Complex (IBC) Vision Plan and EIR • Five Point Communities Valencia, CEQA and Entitlement Services
Esther Daigneault Sr. Environmental Analyst	• Environmental Analysis	• City of Escondido, General Plan Update, Climate Action Plan, and Downtown Specific Plan Update EIR • City of Escondido, 661 Bear Valley Parkway Residential Development EIR • City of Santee, Fanita Residential EIR • City of Solano, 101 EIR
Alec Barton, AICP Environmental Analyst	• Environmental Analysis	• County of Monterey, Planning Support Services • Cities of San Juan Batista and Marina, Planning Support Services • City of Seaside, CEQA Support for Fort Ord Demolition • City of Marina, Downtown Visualization Specific Plan
Sarah Faraola Environmental Analyst	• Environmental Analysis	• County of Monterey, CEQA Documentation and Permitting Support for Public Works Projects • City and County of Santa Cruz, Coastal Rail Trail Segments 8-9 and 10-11 EIRs • City of Watsonville, Climate Action Adaptation Plan (CAAP) • City of Seaside, Fremont Sewer Main Rehabilitation CEQA Documentation
Emily Mastrelli Biological Resources	• Biological Resources • Environmental Analysis • Regulatory Compliance/ Permitting • Environmental Analysis	• County of Monterey, Lake San Antonio Water System Repair Project • City of San Marcos, On-Call Environmental Services • Orion Construction/Padre Dam Municipal Water District, East County Advanced Water Purification Pipeline Project • US Air Force, San Diego Space Surveillance Station Habitat Restoration

Team Member/Role	Qualifications	Relevant Experience
Sharon Toland Air Quality, Greenhouse Gas and Noise Specialist	• Air Quality • Energy • Greenhouse Gas • Noise	• City of Escondido, 6th Cycle Housing Element • City of Escondido, General Plan Update, Climate Action Plan, and Downtown Specific Plan Update EIR • City of Escondido, East Valley Specific Plan • City of El Centro, General Plan Update and Program EIR
Donna Beddow, RPA Cultural and Tribal Resources	• Archaeology • Cultural Resources	• City of Escondido, 6th Cycle Housing Element • County of San Diego Department of Planning & Development Services, Project Support Staff • County of San Diego, Alpine Community Plan Update - General Plan Amendment • County of San Diego, Harmony Grove Village South – General Plan Amendment, Specific Plan, Rezone, Tentative Map, and Major Use Permit
Matt Haynes, PE, AICP Principal	• Sustainable Transportation • Multimodal Transportation • Land Use	• California State University Monterey Bay, CSUMB Master Plan • City of Monterey, Monterey Citywide Transportation and Parking Plan • University of California, Santa Cruz, UCSC Long Range Development Plan • County of Santa Cruz, Sustainable Santa Cruz County Plan
Charlie Coles Senior Transportation Planner	• Sustainable Transportation • Multimodal Transportation	• Town of Los Gatos, Los Gatos General Plan 2040 Update and EIR • City of Campbell, Campbell Envision 2040 General Plan Update and EIR
Dan Rubins, PE Senior Associate	• Travel Behavior and Forecasting • Sustainable Transportation	• California State University Monterey Bay, CSUMB Comprehensive Master Plan EIR • City of Seaside, Campus Town Specific Plan TIA

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Organizational Chart



Key Staff
FP: Fehr & Peers

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Diane Sandman, AICP

PRINCIPAL-IN-CHARGE

Diane manages Harris' 25+ person Environmental + Planning team. Over her 20-year career, she has worked extensively on CEQA and NEPA compliance documents for long-range planning projects, including the City of Watsonville Climate Action and Adaptation Plan and City of Irvine and City of Victorville Housing Element MNDs. **She has successfully managed contracts up to $15 million in fee requiring large teams of in-house staff and subconsultants.** An accomplished project director, Diane is known for her rigor around budget, schedule, and attention to detail.

RELEVANT EXPERIENCE

- **City of Watsonville**, ***Climate Action and Adaptation Plan (CAAP).*** Principal-in-Charge. Diane led the team that prepared the City of Watsonville's climate resilience planning efforts, which encompassed the preparation of the City's first Local Hazard Mitigation Plan, CAAP, EJ Element, and incorporating these disparate analyses into the General Plan Update to meet State mandates. **The State of California Office of Emergency Services continues to use the documents Harris prepared as a model for other agencies.**
- **City of Irvine**, ***Housing Element MND.*** EIR Technical Lead. Diane was the EIR Technical lead for preparation of the MND for the Irvine 6th Cycle Housing Element. In this role, she reviewed and edited the CEQA document for technical accuracy and compliance with current regulations. **Irvine's Housing Element was recently certified by California Department of Housing and Community Development (HCD).**
- **City of El Centro**, ***General Plan Update and Program EIR.*** QA/QC reviewer. The City of El Centro recently updated the General Plan Land Use and Mobility Element and EJ Element. The General Plan elements were designed to improve sustainability, promote public health, and anticipate future advancements in transportation technology. Diane provided quality assurance review for the project's Program EIR, which identified potential impacts that would result from project implementation. **Despite schedule delays, Harris brought this project in on time and within budget.**
- **City of Victorville**, ***General Plan Update and Program EIR.*** QA/QC reviewer. Harris is preparing Land Use, Housing, Safety and EJ Elements for this General Plan Update. Diane is providing quality assurance review for the General Plan Update, as well as the Program EIR, which will streamline future environmental review as the individual projects are implemented and allow future projects to tier from the Program EIR in support of the Cycle HEU and LUE Update. **The Housing Element was one of only nine in the region (out of 190) to be certified by HCD on time.**



EDUCATION

BA, Environmental Studies

CERTIFICATIONS

AICP Certified Planner, American Institute of Certified Planners

San Diego County Approved EIR Preparer

AWARDS

County of San Diego General Plan Program EIR Outstanding Environmental Analysis Document

Escondido General Plan, Climate Action Plan and Downtown Specific Plan Program EIR Outstanding Environmental Analysis Document

Palomar Gateway District Specific Plan Program EIR Outstanding Environmental Analysis Document

Fanita Ranch EIR Outstanding Environmental Analysis Document

Solana 101 Development Project EIR Outstanding Environmental Analysis Document

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David Mack, AICP

PROJECT MANAGER

David has more than 15 years of experience in community development and environmental planning. His planning experience includes facilitating planning permit compliance and review, analyzing, preparing, and reviewing CEQA documents, including NDs, MNDs, and EIRs. He also processes and reviews proposed development projects, including general plan amendments, specific plans, and rezoning requests.

RELEVANT EXPERIENCE

- **County of Monterey**, ***General Planning/CEQA Compliance.*** Planner. David processed, prepared, and reviewed CEQA documents, including NDs, MNDs, and EIRs, and assisted with the update of the Municipal Code, including the zoning ordinance and the general plan. **David and his staff have worked with Monterey County staff to timely produce environmental review documents and staff reports in a timely manner, below budget for the past year.**
- **City of Marina**, ***General Planning/CEQA Compliance.*** Lead Planner. David processed, prepared, and reviewed CEQA documents, including NDs, MNDs, and EIRs, and assisted with the update of the City's Municipal Code, including the zoning ordinance and general plan. **David and the team's support centered in current and long-range planning experience, which allows City staff to focus on projects for which they would not otherwise have time and resources.**
- **County of Humboldt**, ***Planning Support Services.*** Project Manager/ Senior Planner. Under David's leadership, Harris is assisting the County of Humboldt with planning and environmental compliance services, including cannabis discretionary permit applications, current planning applications, managing environmental review processes, and preparing and providing third party review of CEQA documentation. Harris has delivered detailed, concise, and complete staff reports and conducted public presentations for Humboldt County for two years. **During that time, decision makers with Humboldt County have positively commented on the work product delivered.**
- **City of Watsonville**, ***Mountain Propane Expansion Technical Studies.*** Project Manager. The project included the preparation of cultural resources, air quality/GHG emissions, hazardous materials, and traffic studies. David and the team also prepared a guidance memorandum for the City to use when determining the appropriate level of CEQA review. The team also assisted Watsonville Planning staff throughout the public hearing process.



EDUCATION

BA, Environmental Studies

REGISTRATION

Association of Environmental Professionals (AEP)

American Planning Association (APA)

CERTIFICATIONS

American Institute of Certified Planners (AICP)

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Kate Elliott

QUALITY ASSURANCE/QUALITY CONTROL MANAGER



Kate has more than 30 years of experience in project management of CEQA environmental compliance documents for development and infrastructure projects, including complex and controversial projects. Her infrastructure experience includes pedestrian/bicycle trail, roadway, bridge, water, sewer, and pipeline projects. Her development experience includes residential, mixed use, park, and recreation projects. Kate has led large multidisciplinary teams throughout Monterey County—she possesses excellent written and interpersonal communication skills, as well as being organized, attentive to detail, and committed to producing high quality legally defensible work products.

RELEVANT EXPERIENCE

- **Transportation Agency for Monterey County (TAMC)*, Fort Ord Regional Trail and Greenway (FORTAG) EIR*.** CEQA Advisor and QA/QC Reviewer. Harris worked with Alta Planning + Design and other consultants on FORTAG, a 30-mile network of paved trails located within former Fort Ord, Marina, Seaside, Del Rey Oaks, and Sand City. The scope included preparation of the FORTAG EIR and supporting Caltrans technical studies because a portion of the trail received federal funding. Kate managed preparation of the Caltrans Location Hydraulic Study and Floodplain Encroachment Report, and the Air Quality, Noise, and Water Quality Technical Memoranda, and EIR.
- **County of Monterey*, Pebble Beach Environmental Impact Reports (EIRs).*** Project Manager. Prior to joining Harris, Kate was the project manager for two controversial projects in Pebble Beach, California. The Pebble Beach Development and Preservation Plan EIR allowed for the creation of 90 single-family residential lots, renovation, and expansion of visitor-serving uses, construction of three new hotels, expansion of two conference facilities, and relocation of a driving range. Kate also managed the subsequent Inclusionary Housing EIR, which evaluated the development of 24 affordable housing units on an undeveloped 13-acre site in Pebble Beach. The EIR process exceeded the minimum requirements by analyzing project alternatives at an equal level of detail. **Both projects were controversial and subject to legal challenge, and Kate was instrumental in confirming the documents were legally defensible.**
- **City of Watsonville*, General Plan Environmental Justice Element, and Local Hazard Mitigation Plan.*** Project Director. Harris assisted the City in developing the City's EJ Element in compliance with Senate Bill 1000. Kate's role is to work with Harris' analysts and equitable community specialist to oversee preparation of the EJ Element, and to prepare the required General Plan EIR Addendum.

EDUCATION

MA, Urban Geography
BA, Geography

AFFILIATIONS

Association of Environmental Professionals (AEP)
American Planning Association (APA
American Public Works Association (APWA)

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Darin Neufeld, AICP

STRATEGIC ADVISOR



Darin has over 15 years of experience in environmental planning and project management, eight of those working for lead agencies. He specializes in CEQA compliance. He has experience with master planning communities, commercial/retail, industrial, renewable energy, climate action planning, and long-range planning projects. Darin manages complex projects including General Plan amendments, community plans, safety elements, vulnerability assessments, Climate Action Plan (CAP), and large-scale renewable energy projects.

RELEVANT EXPERIENCE

- **City of Watsonville,** ***CAAP.*** Project Manager. Darin led the City of Watsonville's climate resilience planning efforts, which encompass the preparation of the City's first Local Hazard Mitigation Plan, CAAP, EJ Element, and incorporating these disparate analyses into the General Plan to meet State mandates. **The State of California Office of Emergency Services uses the documents Harris prepared as a model for other agencies.**
- **City of Victorville,** ***General Plan Update and Program EIR.*** Safety Element Author. Darin is helping to prepare the Safety Element as part of the 6th Cycle Housing Element for the City of Victorville that involves a Land Use Element (LUE) Update, a Safety Element Update, and an EJ Element Update. Harris is also preparing environmental documentation including an MND in support of the Housing Element and a Program EIR for the Land Use, Safety and EJ Elements. **The Housing Element was one of only nine in the region (out of 190) to be certified by HCD on time.**
- **City of Santee,** ***Environmental Justice and Safety Element Update.*** EJ and Safety Element Lead. Darin managed the EJ and Safety Elements for the City of Santee. Darin conducted existing conditions for environmental justice and hazards profiles for safety and developed goals and policies for the joint element. Darin coordinated with the City and prepared materials for City Council workshop, stakeholder meetings, and CEQA documents for public review. **The City's combined element is one of a kind that centers equity and justice with safety policy and implementation.**
- **County of San Diego,** ***Staff Support Services.*** Project Manager. Harris is providing contract staff support services related to CEQA to support the Planning & Development Services Project Planning Division. Darin is Project Manager and authors and reviews Exemptions, 15183 Checklists, ISs, MNDs, and EIRs. **Darin's expert advice and close coordination with the County and the Office of County Counsel has led to legally defensible, high-quality documents delivered on time and within budget.**

EDUCATION

BA, History
MA, Urban History

CERTIFICATIONS

AICP Certified Planner, American Institute of Certified Planners

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Joseph Sidor

STRATEGIC ADVISOR



Joseph has more than 14 years of experience in community development and environmental planning. His planning experience includes facilitating planning permit compliance and review, analyzing, preparing, and reviewing CEQA documents, including NDs, MNDs, EIRs, and processing and reviewing proposed development projects, including general plan amendments, specific plans, and rezoning requests. Joseph prepares clear and precise documents/ reports and presentations that effectively convey the facts.

RELEVANT EXPERIENCE

- **City of Pacific Grove, *Planning Support Services.*** Planner. Harris has been providing planning support/staff augmentation services to the City of Pacific Grove since September 2021. Joseph serves as a contract planner for development applications, including architectural permits, use permits, coastal development permits, amendments, and historic determinations. Joseph also assists in CEQA compliance for discretionary permits and entitlements. **Throughout the duration of this project, Joseph's proximity to the site and proactive attitude have allowed him to act immediately to client needs contributing the projects continued success.**
- **County of Monterey, *Planning and Project Management.*** Senior Planner/ Project Manager. Joseph served as a senior planner and project manager for the County of Monterey for 14 years. He is experienced in processing the full spectrum of routine and complex permit types including design approvals, standard subdivisions, and General Plan Amendments. Joseph managed the following tasks:
  - Prepared numerous environmental documents (ISs and Addenda), and managed consultant contracts for two major project EIRs. He was the planning lead for the Pebble Beach Development and Preservation Plan EIR and the subsequent Pebble Beach Inclusionary Housing EIR.
  - Effectively coordinated inter-agency/departmental project reviews, including Land Use Advisory Committees (liaison), Airport Land Use Commission (primary staff support for 10 years), Housing Advisory Committee, Agricultural Advisory Committee, Historic Resources Review Board, and Big Sur Multi-Agency Advisory Council. Prepared effective presentations before the County's land use hearing authorities.
  - Led major planning projects including the 2013 Pfeiffer Wildfire Response, 2019 Airport Land Use Compatibility Plans for Monterey Regional Airport and Marna Municipal Airport, Del Monte Forest land Use Plan Policy 20 Update, Caltrans Rocky Creek Viaduct on Highway 1, and Foundation Windpower Commercial Wind Energy Conversion System.

EDUCATION

MS, International Relations

BA, Political Science

AFFILIATIONS

Association of Environmental Professionals (AEP

TRAININGS

CEQA 202: Exemptions

Advanced CEQA/NEPA

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Bill Halligan, Esq.

SR. ENVIRONMENTAL COUNCIL



In over 30 years of both public and private sector planning experience, Bill has prepared environmental documents for a diverse range of projects including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. General Plan projects include, among many others, EIRs for the cities of Anaheim, Irvine, Los Alamitos, San Clemente, Westminster, and Ontario, and for LA County. In addition to CEQA documentation, Bill provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law and CEQA. With Bill's input, environmental documents prepared by Harris can continually withstand legal challenge.

RELEVANT EXPERIENCE

- **City of Vacaville**, ***General Plan Update and EIR.*** Senior Advisor. Bill was involved in the development of pre-litigation strategies and prepared the final Program EIR responses to comments for the City's General Plan Update. **Through Bill's detailed negotiations, the potential litigant decided not to file a lawsuit.**
- **County of Butte**, ***General Plan Update and EIR.*** Senior Advisor. Bill was involved in pre-litigation strategies and final EIR reports to comments for the County's General Plan Update. During this process Bill worked in close collaboration with the County attorney. **Through detailed negotiations and an acute attention to detail, the team was able to resolve all issues without filling a lawsuit.**
- **City of Los Alamitos**, ***General Plan Update and EIR.*** Bill prepared the Program EIR for the City's General Plan Update. The focus of the update was to strengthen the city's economic position, reaffirm its policy foundation and vision, and comprehensively evaluate several issues including a plan for the commercial corridors and downtown, the need for additional park space, increased coordination with the school district, the recent adoption of the Medical Center Specific Plan, and the need to explore economic development opportunities in a built-out environment.
- **City of Irvine**, ***Irvine Business Complex (IBC) Vision Plan and EIR.*** Project Director/Project Manager. As a consultant to the City, Bill assisted the City in developing and updating a transfer of development rights (TDR) program for all parcels with the IBC. He also prepared the Program EIR for the project to allowing an increase in total units in the IBC from 9,015 units to 15,000 units. In addition, a total of 1,598 density bonus units could be allowed in accordance with state law, for a total of 17,038 units.

EDUCATION

JD, Law (Emphasis: Environmental, Land Use and Real Estate Law)

BA, Social Ecology (Emphasis: Environmental Analysis and Design)

REGISTRATION

Bar Certified Attorney, CA

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Esther Daigneault

SR. ENVIRONMENTAL ANALYST



Esther has 19 years of experience preparing CEQA and NEPA environmental compliance documents for public and private development and infrastructure projects. Development experience includes but not limited to residential, commercial, detention facility, park, and trail projects. Infrastructure experience includes roadway, bridge, flood control facilities and sewer replacement projects. Esther has experience in all aspects of project management from preparing and reviewing technical reports and environmental assessment documentation, to budget and schedule compliance and invoicing.

EDUCATION

BS, Marine Science Biology

MS, Oceanography

RELEVANT EXPERIENCE

- **City of Irvine**, ***Housing Element MND.*** CEQA Analyst. Harris' in-house planners prepared Irvine's 6th cycle Housing Element Update, which allocated 23,610 units to the City over the 2021-29 period. Esther assisted in the preparation of the Negative Declaration to address the environmental impacts associated with the approval of the Housing Element. **Irvine's Housing Element was recently certified by California HCD.**
- **City of El Centro**, ***General Plan Update and Program EIR.*** CEQA Analyst. The City of El Centro recently updated the General Plan Land Use and Mobility Element, as well as the EJ Element. The Program EIR identified a range of potential impacts resulting from future development and identified a range of potential impacts and mitigation measures that future development must implement. The PEIR incorporated analysis available from regional planning agencies to streamline the project analysis and mitigation measure development. **Esther assisted in writing several sections of the Program EIR. Despite schedule delays, Harris brought this project in on time and within budget.**
- **City of Escondido**, ***Program EIR for East Valley Specific Plan.*** CEQA Analyst. The East Valley Specific Plan will guide redevelopment of the underutilized residential and commercial land into a new neighborhood with a mix of residential, commercial, public, and open space uses in accordance with the City's Sixth Cycle Housing Element. Esther assisted in preparing several sections the Program EIR.
- **City of Victorville**, ***General Plan Update and Program EIR.*** CEQA Analyst. Harris prepared the Victorville's 6th cycle Housing Element Update. The City is updating the Land Use Element and Safety Element of the Victorville General Plan and creating a new EJ Element. The Harris team will prepare a Program EIR to address the impacts of the General Plan Update and allow for streamlining of future environmental review for General Plan Update-compliant projects. **The Housing Element was one of only nine in the region (out of 190) to be certified by HCD on time.**

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Alec Barton, AICP

ENVIRONMENTAL ANALYST

Alec is a planner and environmental analyst with four years' experience preparing and/or processing multiple levels of discretionary permits, general plans, specific plans, crafting ordinance language, preparing staff reports and conducting public hearings before the Zoning Administrator, Planning Commission, and Board of Supervisors/City Council. Alec has experience in both current and long-range planning.

RELEVANT EXPERIENCE

- **County of Monterey**, ***Planning Support Services.*** Planner/Environmental Analyst. Harris staff are providing planning support services for the County that include processing Conditional Use Permits and preparing staff reports, environmental documents, and technical studies. Recent environmental documents include initial studies for residential projects in the Carmel area. **Harris staff are addressing a backlog in development applications, streamlining permitting processes for applicants.**
- **Cities of San Juan Bautista and Marina**, ***Planning Support Services.*** Planner. Harris has provided planning support services to the Cities of San Juan Bautista since November 2019, and the City of Marina since December 2021. Alec serves as a contract planner for development applications, including administrative permits, design review permits (major and minor), subdivision applications, conditional use permit, and historic alternation permits. Alec also assists in CEQA compliance for discretionary permits and entitlements within the City of Marina. **Harris support centered in current and long-range planning experience allows staff in these cities to focus on projects for which they would not otherwise have time.**
- **City of Seaside**, ***CEQA Support for Fort Ord Demolition.*** Planner. The Harris team identified required mitigation measures for the City of Seaside's Fort Ord building demolition associated with Campus Town development by reviewing relevant EIRs and preparing a memorandum with a summary of the measures. Alec will assist the team by providing noise/construction monitoring for this project beginning in June 2022. **Harris staff are helping the city to minimize the impacts associated with construction.**
- **City of Marina**, ***Downtown Vitalization Specific Plan.*** Assistant Planner. While working for the City of Marina, Alec prepared a specific plan aimed at vitalization and densification of Marina's suburban downtown. He analyzed data, interviewed stakeholders, and prepared charts, maps, and graphics displaying relevant information. **The plan will guide development in central Marina for decades and help the city reach its affordable housing goals.**



EDUCATION

MS, City & Metropolitan Planning

BS, Geography

CERTIFICATIONS

American Institute of Certified Planners (AICP)

ASSOCIATIONS

American Planning Association

Association of Environmental Professionals

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Sarah Faraola

ENVIRONMENTAL ANALYST

Sarah is an environmental analyst for planning project applications and CEQA/NEPA documents, specializing in geology and hydrology. Sarah also provides planning support services by assisting senior planners with staff report preparation, compliance review, and development consistency analysis. She has strong writing skills, a background in groundwater research and geologic consulting, and has interned with the California Coastal Commission (CCC) Enforcement Program.



EDUCATION

BS, Earth Science

TRAINING

CEQA Essentials Workshop

Coastal Act, California Coastal Commission

Streambank Restoration, U.C. Davis Land Use Continuing Education Program

ASSOCIATIONS

American Geophysical Union

Association of Environmental Professionals

RELEVANT EXPERIENCE

- **County of Monterey,** ***CEQA Documentation and Permitting Support for Public Works Projects.*** Project Coordinator. Sarah is preparing the CEQA documentation (Categorical Exemptions with supporting memoranda) and permit applications for several County Public Works projects, including the River Road and Culvert Repair, Las Lomas Drainage Repair, Tassajara Road Culvert Repair, Carmel Valley Road Slope Repair. C**omplex permit applications were completed for the client amidst a changing project description.**
- **City and County of Santa Cruz,** ***Coastal Rail Trail Segments 8-9 and 10-11 EIRs.*** Project Coordinator/Environmental Analyst. Sarah is preparing the geology/soils and hydrology/water quality analyses for both the City's Rail Trail Segments 8/9 EIR and the County's Rail Trail Segments 10/11 EIR for the County. Together, the projects comprise 6.7 miles of a bicycle and pedestrian system that would extend along the Santa Cruz Branch Rail Line corridor, from the Beach Street/Pacific Avenue Roundabout in the City on the west to State Parks Drive in unincorporated County on the east.
- **City of Seaside,** ***Fremont Sewer Main Rehabilitation CEQA Documentation.*** Environmental Analyst. Sarah prepared the supporting technical memorandum for the CEQA Categorical Exemption prepared for the project. She also provided technical assistance in reviewing and compiling all of the project maps and figures, reviewing the engineering plans to determine additional project Best Management Practices (BMPs) required to protect sensitive resources, worked with the neighboring jurisdiction of Sand City to confirm Coastal Zone project compliance, and reviewed relevant databases to obtain CEQA compliance information. **Esther provided attention to detail in explaining each phase of project implementation, which established that all resources are adequately protected throughout construction.**

Emily Mastrelli

BIOLOGICAL RESOURCES



Emily Mastrelli is a wildlife biologist with thirteen seasons of field experience and expertise in environmental compliance. She also has regulatory permitting experience and experience as a project manager and coordinator. As a senior wildlife biologist, Emily has had many years of experience with threatened and endangered species. She holds a USFWS Section 10(a)(1)(A) TE permit to survey for and band California gnatcatchers, survey for vernal pool branchiopods, and to survey for Quino checkerspot butterfly. She is an expert in California gnatcatchers having surveyed over 1,000 hours in occupied habitat. She also has experience with least Bell's vireo, southwestern willow flycatchers, and sensitive mammals. Emily has experience authoring and reviewing various biological technical documents.

RELEVANT EXPERIENCE

- **City of Victorville**, ***General Plan Update Program EIR.*** Senior Biologist. The Harris team is currently in progress of completing a Housing Element, Land Use Element, and EJ and Safety Element update to be included in the City's 2021-2029 General Plan Update, as well as a comprehensive EA to accompany the updates. Emily will be providing Senior Biological review for this project. The Harris team completed a habitat evaluation of the entire City of Victorville and its Sphere of Influence Area, identified habitat corridors and the most sensitive areas to avoid when planning for future development.
- **City of San Marcos**, ***On-Call Environmental Services.*** Senior Biologist. Harris is providing on-going regulatory agency (USACE, CDFW, USFWS) coordination and compliance expertise, as well as third-party document review. Our team is also providing biological reconnaissance surveys and environmental expertise. From peer review of other consultant work, to preparing a Biological Report Guideline, to quick questions about CEQA strategies, Harris has become a trusted advisor to San Marcos staff.
- **City of Murrieta**, ***Los Alamos Sports Complex Project.*** Senior Biologist. Emily is leading all biological survey efforts including Stephens' kangaroo rat trapping, California gnatcatcher protocol surveys, vernal pool branchiopod wet season surveys, burrowing owl surveys, vegetation mapping, and biological reconnaissance surveys. Emily is providing environmental compliance expertise on biological constraints surveys to identify sensitive habitat to avoid when designing the soccer complex. **With the understanding of the sensitive areas on-site, the City was able to design a soccer complex, while minimizing impacts to sensitive species such as the California Gnatcatcher and Stephens Kangaroo Rat.**

EDUCATION

BA, Biology

CERTIFICATIONS

BBL Master Federal Bird Banding Permit

Endangered Species Recovery Permit 10(a)1(A)

Scientific Collecting Permit

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Sharon Toland

AIR QUALITY, GREENHOUSE GAS, AND NOISE SPECIALIST



Sharon has 15 years of experience as an environmental analyst and technical specialist for air quality, climate change, GHG Emissions, and noise. Her extensive experience includes CEQA and NEPA documents for a wide variety of mixed-use, residential, and coastal developments, planned communities, and institutional and industrial development projects. Sharon also prepares CAPs and has experience developing effective mitigation for GHG Emissions.

RELEVANT EXPERIENCE

- **City of Escondido**, ***Program EIR for Sixth Cycle Housing Element and Land Use/Zoning.*** Air Quality/GHG/Noise Analyst. The Sixth Cycle Housing Element includes the development of the East Valley Specific Plan to guide redevelopment of the underutilized residential and commercial land of low-intensity general retail, office, restaurants, and small-scale service businesses into a new neighborhood with a mix of residential, commercial, public, and open space uses. **Sharon worked in close coordination with the project traffic consultant to development project-specific air quality and greenhouse gas modeling assumptions to more accurately reflect to the project's complete streets and alternative transportation components.**
- **City of El Centro**, ***General Plan Update and Program EIR.*** Air Quality/GHG/Noise Analyst. The City of El Centro recently updated the GP Land Use and Mobility Element and EJ Element. The GP elements are designed to improve sustainability, promote public health, and anticipate future advancements in transportation technology. Sharon prepared the air quality, greenhouse gas emissions, noise, technical, and energy analyses for the City. **The Harris team incorporated analysis available from regional planning agencies, such as Imperial County Transportation Commission and Imperial County Air Pollution Control District to streamline the project analysis and mitigation measure development.**
- **Santa Cruz County Regional Transportation Commission**, ***North Coast Rail Trail EIR.*** Air Quality/GHG/Noise Analyst. The project is a 7.5-mile paved multi-use bicycle and pedestrian trail proposed to extend along the Regional Transportation Commission (RTC)-owned railroad corridor from Wilder Ranch State Park on the south to Davenport on the north in unincorporated Santa Cruz County. The project comprises Segment 5 of the larger Monterey Bay Sanctuary Scenic Trail (MBSST) Network. Sharon prepared the air quality, greenhouse gas emissions, and noise technical analyses and prepared the EIR sections. **Sharon worked closely with RTC staff to develop a project-specific greenhouse gas analysis that reflected the unique elements of the project.**

EDUCATION

BA, Environmental Studies

CERTIFICATIONS

Certified CEQA Consultant Noise, County of San Diego

Approved Air Quality and Noise Specialist, County of San Diego

TRAINING

AERMOD Air Dispersion Modeling,

FHWA Traffic Noise Model 2.5,

Advanced CEQA Workshop

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Donna Beddow, RPA

CULTURAL AND TRIBAL RESOURCES



Donna is a senior archaeologist with over 20 years of experience managing or being a member of multi-disciplinary teams. She specializes in cultural resources and Tribal Cultural Resources and has extensive experience with Native American consultation, including Assembly Bill (AB) 52, Senate Bill (SB) 18, and Sacred Lands. Her experience includes the review and preparation of CEQA documents. She has managed highly complex projects involving sensitive or difficult environmental issues and has resolved major project issues and public controversies though applicant engagement and coordination with the public and Tribes. Donna has reviewed and prepared cultural resources studies and CEQA documents for both private and public development projects.

EDUCATION

MA, Anthropology
BA, History

REGISTRATION

Registered Professional Archaeologist (RPA)

RELEVANT EXPERIENCE

- **City of Escondido**, ***Program EIR for Sixth Cycle Housing Element and Land Use/Zoning.*** Archaeologist. The Sixth Cycle Housing Element includes the development of the East Valley Specific Plan to guide redevelopment of the underutilized residential and commercial land of low-intensity general retail, office, restaurants, and small-scale service businesses into a new neighborhood with a mix of residential, commercial, public, and open space uses. It would accommodate increased housing density and other transit-supportive uses and improvements. Donna managed the cultural and tribal cultural resources requirements for the project. She wrote and revised sections, identified issues, performed tribal outreach pursuant to AB 52 and SB 18, and coordinated with the City on deliverables.
- **County of San Diego Planning & Development Services**, ***Project Staff Support Services.*** Planner/Analyst. Harris is providing project staff support services to the County Department of Planning & Development Services. Support services cover technical expertise of CEQA resource areas including CEQA documentation, biological resources, cultural resources, and noise. Services also include reviewing environmental impact reports, mitigated negative declarations, negative declarations, 15183 checklists, addenda, categorical exemptions, and other CEQA documentation. The Harris team also conducts research and prepares reports and environmental documentation, project mitigation measures, conditions of approval, and project alternatives. In her role, Donna provided support services for the cultural resources subject area. She conducted cultural resource evaluations, reviewed and prepared cultural reports, conducted cultural surveys, and engaged in tribal consultations (Sacred Lands, AB-52, and SB-18). **She engaged with consulting tribes post-project approval to determine appropriate mitigation when a project was not in compliance with its permit requirements.**

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Matt Haynes, PE, AICP

TRANSPORTATION LEAD

Matt has over 20 years of experience and is an expert in sustainable transportation planning. He has an extensive background in integrated transportation and land use studies, bicycle and pedestrian planning, multimodal corridor studies, and transportation impact analysis. Matt has managed numerous multimodal transportation studies, bicycle and master plans, and citywide master planning efforts throughout the state.

RELEVANT EXPERIENCE

- **California State University Monterey Bay,** ***Campus Master Plan.*** Principal-in-Charge. The Master Plan included an emphasis on multimodal access and circulation strategies to effectively and sustainability guide campus growth over the next several years. Fehr & Peers is also leading the transportation analysis and SB 743 VMT assessments as part of the Master Plan EIR. With the recent publication of the EIR, Fehr & Peers provided CSUMB with a comprehensive VMT assessment that demonstrates the benefits of CSUMB's live-work housing policy, and Transportation Demand Management and Parking Management programs.
- **City of Monterey,** ***Monterey City-wide Transportation and Parking Plan.*** Project Manager. Matt managed the development of a comprehensive circulation analysis and multimodal transportation plan for the City of Monterey. The analysis evaluated opportunities to enhance bicycle, pedestrian, and transit access. Fehr & Peers provided the City of Monterey with a Plan that requires future transportation systems to be multi-modal rather than focused on the automobile.
- **University of California Santa Cruz,** ***UCSC Long Range Development Plan.*** Project Manager. The LRDP included a comprehensive set of strategies and TDM measures that will support UCSC's overall transportation, land use and sustainability goals. The project also involved developing a trip planning tool to test and evaluate various land use and transportation alternatives. **Fehr & Peers developed a highly innovative transportation approach for the UCSC LRDP and delivered the project on schedule and within budget.**
- **County of Santa Cruz,** ***Sustainable Santa Cruz County Plan.*** Principal-in-Charge. The Sustainable Santa Cruz County Plan envisions an integrated transportation and land use framework for portions of Santa Cruz County between the City of Santa Cruz and Aptos. Fehr & Peers provided the County of Santa Cruz with expertise on issues and options for adopting new policies to support multimodal travel to reduce greenhouse gas emissions.



EDUCATION

MS, Transportation Engineering

MCP, City and Regional Planning

BS, Civil and Environmental Engineering (with honors)

REGISTRATION

Registered Civil Engineer, State of California

CERTIFICATIONS

American Institute of Certified Planners (AICP)

Dan Rubins, PE

TRANSPORTATION SUPPORT



Daniel is an effective project manager recognized by his clients for his communication style and his ability to keep them informed of important project information and milestones. He is passionate about forecasting and travel behavior analysis and is recognized as one of Fehr & Peers' Travel Behavior and Forecasting experts. He thrives on complex projects with interesting challenges that require innovative solutions. He has more than 17 years of experience in transportation planning and traffic engineering, and has successfully completed transportation planning studies, citywide climate action plan, General Plan circulation studies, transportation impact analysis studies, SB 743 implementation studies, street design standards studies, site access and on-site circulation studies, transportation operations analysis, and citywide model development projects.

EDUCATION

MS, Civil and Environmental Engineering

BS, Civil and Environmental Engineering

REGISTRATION

Registered Professional Engineer, State of California

RELEVANT EXPERIENCE

- **California State University Monterey Bay,** ***California State University Monterey Bay Comprehensive Master Plan EIR.*** Project Manager. Mr. Rubins was responsible for the preparation of the CSUMB Master Plan transportation impact analysis (TIA). As part of the analysis, Fehr & Peers conducted a person trip survey to prepare local trip estimates, and a sub-area AMBAG travel forecast model to improve the future forecasting of traffic volumes and VMT estimates. The transportation analysis included an intersection operations analysis and a SB 743 VMT assessment of the proposed project. Mr. Rubins worked with the project team to develop VMT modeling and VMT accounting methods to conduct a SB 743 VMT assessment to determine if the proposed project would have an effect on the environment. With the recent publication of the EIR, Fehr & Peers provided CSUMB with a comprehensive VMT assessment that demonstrates the benefits of CSUMB's live-work housing policy, and Transportation Demand Management and Parking Management programs.
- **City of Seaside,** ***Campus Town Specific Plan TIA.*** Associate-in-Charge. Mr. Rubins served as associate-in-charge for the transportation analysis of the Campus Town Specific Plan, an 85-acre site in Seaside that will consist of residential (student and market housing), retail, and office. This analysis was closely tied to the growing number of students at California State University at Monterey Bay given that the project is anticipated to house mostly professors and students. This analysis consisted of multiple roundabout analyses using Synchro, transit capacity analysis, and concurrence with County and City transportation plans. **Fehr & Peers delivered the transportation analysis on-time under an expedited project schedule and within budget.**

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Charlie Coles

SENIOR TRANSPORTATION PLANNER



Charlie is a senior transportation planner at Fehr & Peers with substantial experience in developing and managing multimodal transportation planning efforts throughout California. He balances a strong ability to complete technical analysis with public speaking, writing and presentation skills, which makes his recommendations comprehensible to planners, engineers, the public and decision makers. Charlie's recent experience includes several long-range transportation plans, including the Town of Los Gatos General Plan 2040 Update and EIR, the City of Campbell Envision 2040 General Plan Update and EIR, the Town of Portola Valley Housing Element and Safety Element Updates and EIR, and the Housing Element Update for Redwood City. Charlie is also the leader of FP Think, an internal discipline group that researches how emerging trends may affect short- and long-term travel behavior.

EDUCATION

MS, City and Regional Planning

MS, Engineering, Transportation Planning Specialization

BS, Business Marketing, Minor in International Business

RELEVANT EXPERIENCE

- **Town of Los Gatos, *Los Gatos General Plan 2040 Update and EIR.*** Project Manager. Charlie is leading preparation of the mobility sections in the background report and alternatives analysis, mobility element policies, and transportation analysis (TA) for the Los Gatos General Plan 2040 Update and EIR. Fehr & Peers used the base year (2015) and future year (2040) scenarios in the VTA Travel Model to develop transportation-related data used for the TA and air quality and energy sections in the EIR. The TA includes an intersection operations analysis and a VMT assessment to evaluate the effects of the proposed project on the environment. The TA was incorporated directly into the General Plan EIR. F**ehr & Peers is working with Town staff to leverage the General Plan update to clear future development under the General Plan CEQA VMT analysis to aid the Town in "Day One" implementation of the General Plan.**
- **City of Campbell, *Campbell Envision 2040 General Plan Update.*** Project Manager. Charlie is leading the preparation of the circulation sections in the existing conditions report and alternatives analysis, updated transportation element policies, and transportation analysis (TA) for the City of Campbell Envision General Plan Update and EIR. Charlie is currently providing Senate Bill (SB) 743 implementation guidance and recommendations for the City of Campbell's environmental assessment for the General Plan Update. **Working closely with City staff, Fehr & Peers developed cumulative thresholds of significance which will be advantageous for the City of Campbell in streamlining the review of subsequent land use and transportation projects.**

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PART 4 | RELATED PROJECT EXAMPLES AND REFERENCES

Experience and References

The Harris Environmental Planning & Compliance team is working on a wide variety of projects. The projects described below are ongoing or were completed within the last ten years. The projects include the following EIRs and MNDs with the lead agency following the project title. Per the requirements of RFP, Harris has provided a reference for each featured project.

- County of Monterey, Pebble Beach Development and Preservation Plan EIR
- County of Monterey, Pebble Beach Inclusionary Housing EIR
- City of Victorville, 2021 - 2029 General Plan Update and Program EIR
- City of El Centro, El Centro General Plan Update and Program EIR
- City of Walnut Creek, Housing, Safety and CEQA Elements
- City of Irvine, Housing Element and MND
- City of Santee, Safety, Environmental Justice Elements, and MND
- Santa Cruz County RTC, North Coast Rail Trail EIR
- Transportation Agency of Monterey County, Fort Ord Regional Trail and Greenway EIR

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Pebble Beach Development and Preservation Plan EIR

County of Monterey

Project Summary: Prior to joining Harris, QAQC Manager Kate Elliott and Strategic Advisor Joseph Sidor prepared the Pebble Beach Development and Preservation Plan EIR project. This plan was prepared in conjunction with the County to evaluate the creation of 90 single-family residential lots, expansion of visitor-serving uses, and preservation of 630 acres of undeveloped forested open space in the unincorporated Del Monte Forest area, located in the Coastal Zone.

This EIR allowed for the creation of 90 single-family residential lots, renovation and expansion of visitor-serving uses and conference facilities at two hotels, construction of one new hotel, redevelopment of an equestrian center, and relocation of a driving range. This project was controversial and subject to legal challenge; Kate was instrumental in preparing the high quality, legally defensible EIR.

Scope: Kate oversaw the preparation of the Draft EIR, supporting technical studies, and Final EIR, conducted QA/QC of the documents, and managed a large disciplinary multidisciplinary team including subconsultants. Joseph was the County planner leading the effort, reviewing the EIR, and presenting the project to the Board of Supervisors.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: Project and all associated CEQA documentation was completed on-time and on-budget, and the team was successful in meeting project objectives.

DESCRIPTIVE INFORMATION

Location: Monterey County, CA

Dates: 2010 - 2012

Scale: 90 single family residential lots, 630 acres of open space

Contract Amount: $595,000

Team Member(s) Involved:

- Kate Elliott, Project Manager
- Joseph Sidor, Lead Planner/ EIR Contract Management (for County of Monterey)

Client and Lead Agency: County of Monterey

Client Contact: Carl P. Holm, AICP, Director of Community Development and Natural Resources, Delta County, Colorado
(Formerly Director of the Resource Management Agency, Monterey, California)
(E): cholm@deltacounty.com
(P): 970.874.2150

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Pebble Beach Inclusionary Housing EIR

County of Monterey

Project Summary: Prior to joining Harris, Contract and QAQC Manager Kate Elliott and Strategic Advisor Joseph Sidor prepared the Pebble Beach Inclusionary Housing EIR project which evaluated the development of 24 affordable housing units on an undeveloped 13-acre site in Pebble Beach. Key issues in the latter EIR addressed include biological resources and traffic. The EIR process exceeded the minimum requirements by analyzing project alternatives at an equal level of detail. This project was controversial and subject to legal challenge; Kate was instrumental in confirming the documents were legally defensible.

Scope: Kate oversaw the preparation of the Draft EIR, supporting technical studies, Final EIR, conducted QA/QC of the documents, and managed a large disciplinary multidisciplinary team including subconsultants. Joe was the County planner leading the effort, reviewing the EIR, and presenting the project to the Board of Supervisors.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: Project and all associated CEQA documentation was completed on-time and on-budget and the team was successful in meeting project objectives.

DESCRIPTIVE INFORMATION

Location: Monterey County, CA

Dates: 2014 - 2016

Scale: 13 acres

Contract Amount: ~$400,000

Team Member(s) Involved:

- Kate Elliott, Project Manager
- Joseph Sidor, Lead Planner/ EIR Contract Management (for County of Monterey)

Client and Lead Agency: County of Monterey

Client Contact: Carl P. Holm, AICP, Director of Community Development and Natural Resources, Delta County, Colorado
(Formerly Director of the Resource Management Agency, Monterey, California)
(E): cholm@deltacounty.com
(P): 970.874.2150



2021 - 2029 General Plan Update and Program EIR

City of Victorville

Project Summary: The Harris Team is currently preparing the City's 2021-29 HEU, updates to the Land Use and Safety Elements, and a new EJ Element. The LUE and Housing Element were directly correlated early in the planning process to facilitate the sites inventory for the 6th Cycle HEU. Harris is also preparing environmental documentation including an MND in support of the Housing Element and a Program EIR for the Land Use, Safety and EJ Elements.

The LUE update for this project includes revising the City's land use designations to better reflect the type of growth desired in the city. To expand housing options and support "missing middle" unit types, two new mixed-use zones are proposed, along with a Small-lot Overlay Zone and a Health & Wellness Overlay designation. Enhanced public outreach activities include focused sessions and three virtual Community Workshops hosted by the City's Planning Commission.

DESCRIPTIVE INFORMATION

Location: Victorville, CA

Dates: 2020 - Ongoing (2022 Est.)

Scale: City-wide

Contract Amount: $485,000

Team Member(s) Involved:

- Diane Sandman, Project Manager
- Michael Rupic, Safety/ Sustainability Analyst

Client and Lead Agency: City of Victorville

Client Contact: Scott Webb, City Planner
(E): swebb@victorvilleca.gov
(P): 760.955.5135

Harris' in-house team prepared the Housing Element in accordance with the updated HCD requirements as well as the Safety Element and a new EJ Element, per SB 1000, to address disadvantaged communities within the City. The Harris team is also leading the community outreach effort, including development and implementation of a public engagement plan.

Scope: Harris' roles and responsibilities for the project include development of the City's HEU, updates to the Land Use and Safety Elements, and creation of a new EJ Element.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: Harris advised the City to bifurcate the CEQA process to meet HCD deadlines for the Housing Element. A standalone MND was prepared for the Housing Element, which has now been certified by HCD. Harris is continuing to work on the General Plan update (Land Use, EJ and Safety Elements) and prepare a Program EIR for those Elements.

El Centro General Plan Update and Program EIR

City of El Centro

Project Summary: In close collaboration with the City and design team, Harris recently completed a General Plan Update for the City of El Centro, which included the preparation of the Land Use, Mobility, and EJ Elements, in compliance with the requirements of SB 1000. The Elements were designed to improve sustainability, promote public health, anticipate future advancements in transportation technology, and be internally consistent with the remainder of the General Plan.

The updated LUE recognizes the importance that aesthetics, design, and community character have on strengthening El Centro's cultural uniqueness and its American and Mexican traditions by promoting the arts and culture as an integral element of the plan and its implementation. The Plan includes a new EJ Element that is designed to establish that all El Centro residents are treated equitably with respect to environmental regulations and are protected from disproportionate environmental and health burdens. The public outreach plan emphasized methods to confirm Spanish speakers had equal opportunity to provide input in development of the plan.

Harris prepared the Program EIR, which identifies potential impacts, on a program level rather than a specific project level that would result from project implementation. The Program EIR identifies a range of potential impacts resulting from future development allowed under the project, and will identify mitigation measures that future development may implement to reduce identified potentially significant effects.

Scope: Harris' roles and responsibilities for this project included preparation of Land Use, Mobility, and EJ Elements associated with the General Plan Update in addition to the Program EIR for the City.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: The project was completed on time and within budget. Harris worked with the City to prepare a focused Program EIR for the project, which included developing specific greenhouse gas policies for desert environments in order to meet state climate goals.



DESCRIPTIVE INFORMATION

Location: El Centro, CA

Dates: 2019 - 2021

Scale: City-wide

Contract Amount: $117,148

Team Member(s) Involved:

- Diane Sandman, Principal-in-Charge
- Sharon Toland, Air Quality/ GHG/Noise
- Esther Daigneault, Environmental Analyst

Lead Agency: City of El Centro
Client/Prime: City Place Planning, Inc.

Lead Agency Contact: Angel Hernandez, Associate Planner
(E): angel.hernandez@cityofelcentro.org
(P): 831.768.3077

Client/Prime Contact: Claudia Tedford, Principal
(E): claudia.tedford@cityplaceplanning.com
(P): 858.245.8597



Housing and Safety Elements and CEQA Review

City of Walnut Creek

Project Summary: In close collaboration with the City of Walnut Creek, Harris is preparing the required 6th Cycle HEU update and required Safety Element update in accordance with State law. Harris is also preparing a MND for the Safety Element and either MND or Statutory Exemption for the HEU. The success of this project is due to consensus among all stakeholders and the project team, including city staff and Harris team. Harris provides clear and concise information to all parties involved, especially information provided in reports to the Planning Commission and City Council. Harris is on track to submit the HEU to Housing and Community Development. Harris completed hazard profiles and conducted outreach with the city, public, and experts on the Safety Element update.

Scope: Harris' roles and responsibilities for this project include preparation the Housing and Safety Elements associated with the General Plan Update in addition to a Statutory Exemption and MND for the City.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: The project has been completed on time and within budget to date. Harris continues to work with the city to prepare the CEQA approach and documentation for the project, which includes coordination with the City Attorney on the CEQA approach for the HEU.

DESCRIPTIVE INFORMATION

Location: Walnut Creek, CA

Dates: 2021 - Present

Scale: City-wide

Contract Amount: $315,381

Team Member(s) Involved:

- Darin Neufeld, Safety Element and CEQA Lead

Client and Lead Agency: City of Walnut Creek

Client Contact: Andrew Smith, Project Manager
(E): AMSmith@walnut-creek.org
(P): 925.943.5899 x 2213

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2035 General Plan Update and Program EIR

City of Irvine

Project Summary: Harris prepared the City's 2021-2029 HEU (involving 60,000 planned housing units) and was recently awarded the contract to complete the associated 2035 Irvine General Plan Update. The update will involve amending the City's zoning ordinance and updating the LUE in accordance with the Housing Element, updating the Safety, Circulation and Noise Elements, creating a new Environmental and Climate Action Element, developing a strategic implementation plan, and overseeing the Program EIR and technical studies in accordance with CEQA. An extensive community outreach plan will be developed and implemented throughout the General Plan Update process.

The Harris Team will also prepare a Program EIR to comprehensively address the environmental impacts, both direct and cumulative, of the General Plan Update and allow for streamlining of future environmental review for General Plan Update-compliant projects.

Scope: Harris' planning and environmental teams are working together to prepare the General Plan Update Elements, conduct public outreach and oversee the Program EIR.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: This project began in March. Harris has begun working on the General Plan update, including LUE, EJ and Safety Elements.

DESCRIPTIVE INFORMATION

Location: Irvine, CA

Dates: 2022 - 2024 (Est)

Scale: City-wide

Contract Amount: $1,768,089

Team Member(s) Involved:
- Diane Sandman, Technical Advisor
- Darin Neufeld, Technical Advisor

Client and Lead Agency: City of Irvine

Client Contact: Marika Poynter, Principal Planner
(E): mpoynter@cityofirvine.org
(P): 949.724.6456

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Safety and Environmental Justice Elements, and Mitigated Negative Description

City of Santee

Project Summary: Harris is assisting the City in the preparation of a combined EJ and Safety Element of its General Plan. This work involves a community engagement process that featured a survey targeted to community members, including representatives from disadvantaged communities. Harris developed the existing conditions assessment for the EJ Element portion and is facilitating several workshops and outreach meetings to share the results and solicit input on policies. Harris identified objectives and policies to reduce the unique or compounded health risks in the City's disadvantaged communities.

Harris is preparing the Safety Element portion in compliance with new state legislation. Utilizing the Adaptation Planning Guide and Cal-adapt, Harris is preparing a climate vulnerability assessment that identifies how climate change will impact the City. Our team is leading outreach workshops with City Council and community stakeholders to solicit input on goals and policies that would protect critical infrastructure and build community resilience to climate hazards. Harris is also preparing an IS/MND in compliance with CEQA.

DESCRIPTIVE INFORMATION

Location: Santee, CA

Dates: 2021 - 2022 (Est)

Scale: City-wide

Contract Amount: $80,870

Team Member(s) Involved:

- Diane Sandman, Principal-in-Charge
- Darin Neufeld, EJ and Safety Element Lead

Client and Lead Agency: City of Santee

Client Contact: Chris Jacobs, Principal Planner,
(E): cjacobs@cityofsanteeca.gov
(P): 619.258.4100 ext. 182

Scope: Harris is preparing the combined Environmental Justice and Safety Element of the General Plan and an MND in compliance with CEQA.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: Harris has completed the Draft EJ and Safety Element and will be releasing the MND for public review next. Harris has successfully adjusted to and met the City's objectives and timelines.

North Coast Rail Trail EIR

Santa Cruz County Regional Transportation Commission

This EIR won the 2018 Merit Award from the Association of Environmental Professionals.

Project Summary: Harris worked with the Santa Cruz County RTC, in cooperation with the FHWA's Central Federal Lands Highway Division and other consultants (Rincon, EcoSystems West, and Kimley-Horn), to prepare an EIR for the proposed North Coast Rail Trail Project in northern Santa Cruz County.

The 7.5-mile multi-use trail is proposed to be developed along an existing rail corridor parallel to the coastline from Wilder Ranch State Park on the south to Davenport on the north. The project is part of the larger Monterey Bay Sanctuary Scenic Trail Network Master Plan, which includes a continuous 50-mile, multi-use trail extending the length of Santa Cruz County.

The proposed trail is on the coastal side of the tracks and includes a paved path with striping, parallel unpaved path and shoulder, fencing, educational signage, and parking improvements with trail connections at three locations along the alignment.

Scope: Harris' roles and responsibilities include project management (Kate Elliott) and technical analyses for air quality, greenhouse gas, and noise (Sharon Toland), as well as land use and the extensive alternatives analysis.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: Project is being completed on-time and on- budget. With the threat of litigation, a primary client objective was to produce a legally defensible EIR, which the team successfully accomplished.



DESCRIPTIVE INFORMATION

Location: Santa Cruz County, CA

Dates: 2017 - 2020

Scale: 7.5-mile trail

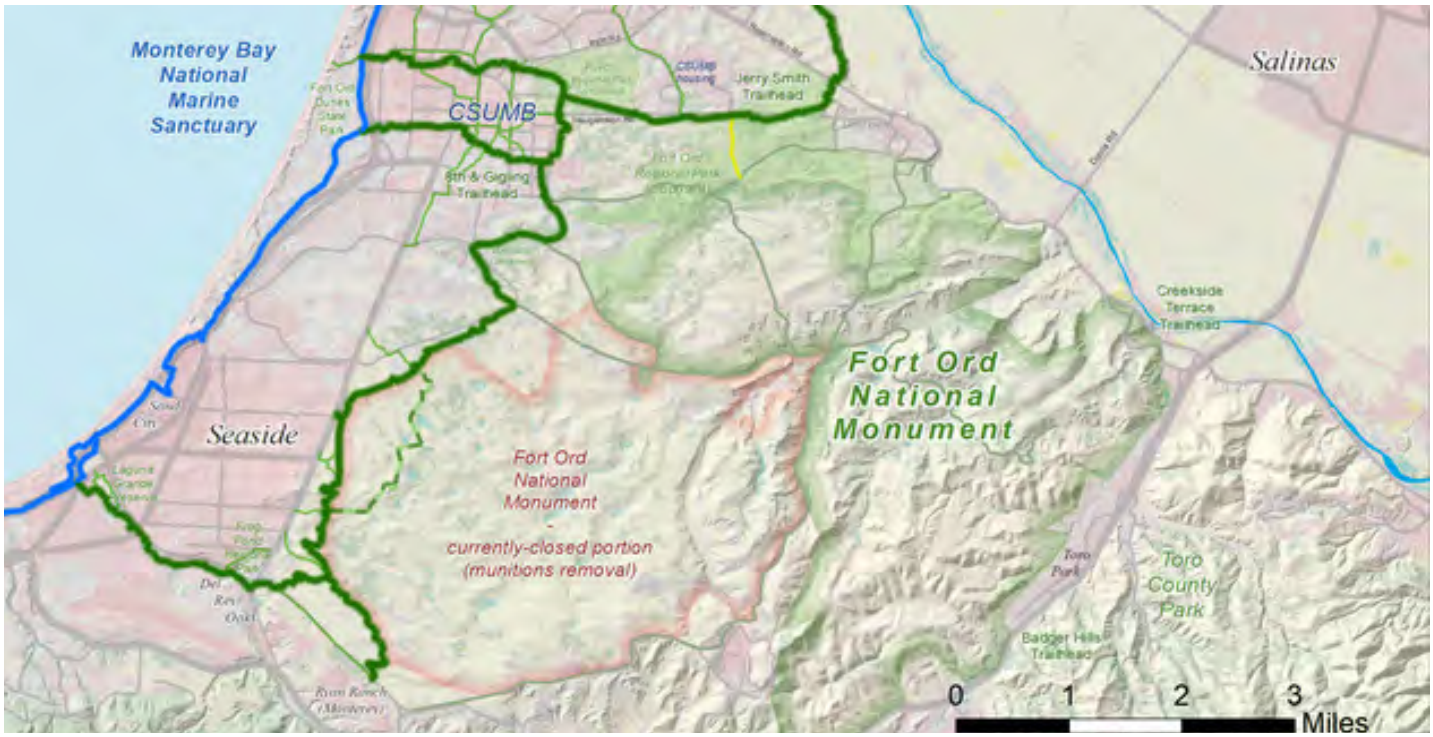
Contract Amount: $604,750

Team Member(s) Involved:
- Kate Elliott, Project Manager
- Sharon Toland, Air Quality, Greenhouse Gas Emissions, Noise

Lead Agency: Santa Cruz County Regional Transportation Commission
Client/Prime: Rincon Consultants

Lead Agency Contact: Grace Blakeslee
Senior Transportation Planner
(E): gblakeslee@sccrtc.org
(P): 831.460.3219

Client/Prime Contact: Megan Jones, Principal/Assistant Project Manager,
(E): mjones@rinconconsultants.com
(P): 831.920.5424



Fort Ord Regional Trail and Greenway EIR

Transportation Agency of Monterey County

Project Summary: Harris provided CEQA support for the Transportation Agency of Monterey County (TAMC)'s proposed Fort Ord Regional Trail and Greenway (FORTAG), a 30-mile regional network of paved recreational trails and greenways connecting communities to open space. The project extends through former Fort Ord lands and local communities, including Marina, Seaside, Del Rey Oaks, Sand City, and unincorporated Monterey County.

Scope: Harris prepared several of the EIR analyses including air quality, greenhouse gas, and noise, land use, public services/utilities, and recreation, and provided quality assurance/quality control.

Success at Meeting CEQA Documentation Timelines, Budget, and Project Objectives: The project was completed on time and within budget, and the team met all of TAMC's project objectives throughout the CEQA process.

DESCRIPTIVE INFORMATION

Location: Monterey County, CA

Dates: 2019 - 2020

Scale: 30-mile trail network

Contract Amount: $117,615

Team Member(s) Involved:

- Kate Elliott, Project Manager, QA/QC, and CEQA Advisor
- Sharon Toland, Air Quality, Greenhouse Gas emissions, Noise

Lead Agency: Transportation Authority of Monterey County
Client/Prime: Alta Planning

Lead Agency Contact: Debbie Hale, Former Executive Director
(E): jamespowell@altaplanning.com
(P): 213.437.3336

Client/Prime Contact: James Powell, PLA, ASLA, Principal
(E): gregmaher@altaplanning.com
(P): 213.430.3303



PART 5 | FEE PROPOSAL AND BILLING RATE SHEET

Harris & Associates, Inc. Rates

Billing Rates: Environmental Planning + Compliance Staff	
Staff Member	**Rate**
Diane Sandman, *Principal-in-Charge*	$275
Kate Elliott, *Quality Assurance/Quality Control Manager*	$260
David Mack, *Project Manager*	$210
Joseph Sidor, *Strategic Advisor*	$170
Darin Neufeld, *Strategic Advisor*	$220
Sharon Toland, *Air Quality, GHG, Noise Specialist*	$190
Donna Beddow, *Cultural and Tribal Resources*	$175
Emily Mastrelli, *Biological Resources*	$175
Bill Halligan, *Senior Environmental Council*	$275
Esther Daigneault, *Senior Environmental Analyst*	$145
Alec Barton, *Environmental Analyst*	$135
Sarah Faraola, *Environmental Analyst*	$115
Michael Rupic, *Analyst*	$115
Lindsey Messner, *Publications Specialist and Technical Editor*	$140
Randy Deodat, *GIS Analyst*	$160

Notes:

- All subconsultant charges and direct costs are subject to a 10% markup.
- When applicable, MILEAGE charges will be at the current IRS rate.
- When applicable, REPRODUCTION costs will be as follows: Black & White printing will be $0.08/page (8.5x11) and $0.16/page (11x17). Color printing will be $0.16/page (8.5x11) and $0.32/page (11x17).
- Other reimbursable items could include filing fees, if the City prefers these be paid by Harris on behalf of the City.

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Option 1: Fee Proposal

Harris & Associates	PIC Diane	QA/QC Kate	PM David	Strategic Planning Joe	Strategic CEQA Darin	Sr. AQ/GHG Noise Sharon	Sr. Arch Tribal Donna	Sr. Biologist Emily	Sr. Counsel Bill	Sr Analyst Esther	Analyst Alec	Analyst Sarah	Analyst Michael	Editor Lindsey	GIS Randy	SUB Fehr & Peers	Fee
	$275	*$260*	*$210*	*$170*	*$220*	*$190*	*$175*	*$175*	*$275*	*$145*	*$135*	*$115*	*$115*	*$140*	*$160*	*Transportation and VMT*	
PHASE 1 HEU Initial Study/Negative Declaration or Mitigated Negative Declaration																	
Task 1 Draft IS/ND or MND																	
Project Review and Information Needs			2	1	1	1	1	1		1	3	3					$2,245
Prepare Initial Study		2	5		1	5	2	2		5	20	15	5	8	5		$11,085
Revise Initial Study and ND or MND		1	3			2				3	15	10		4	2		$5,760
Hours Subtotal	*0*	*3*	*10*	*1*	*2*	*8*	*3*	*3*	*0*	*9*	*38*	*28*	*5*	*12*	*7*		
Task 1 Subtotal	*$0*	*$780*	*$2,100*	*$170*	*$440*	*$1,520*	*$525*	*$525*	*$0*	*$1,305*	*$5,130*	*$3,220*	*$575*	*$1,680*	*$1,120*	*$0*	***$19,090***
Task 2 Public Review IS/ND or MND																	
Prepare Initial Study and ND/MND for Public Review	1	1	2							2	5			4	1		$2,640
Noticing			1	1							2						$650
																	$0
Hours Subtotal	*1*	*1*	*3*	*1*	*0*	*0*	*0*	*0*	*0*	*2*	*7*	*0*	*0*	*4*	*1*		
Task 2 Subtotal	*$275*	*$260*	*$630*	*$170*	*$0*	*$0*	*$0*	*$0*	*$0*	*$290*	*$945*	*$0*	*$0*	*$560*	*$160*	*$0*	***$3,290***
Task 3 Final IS/ND or MND																	
Review and Respond to Public Comments (30 comments)	1	2	8	1	1	2	2	1		4	4	4		4			$5,910
Revisions to Responses to Comments		1	5	1		1				2	2	2					$2,460
Revise IS/ND or MND Text/MMRP		1	2							2	2						$1,240
SB 18 and AB 52 Support							8										$1,400
Hours Subtotal	*1*	*4*	*15*	*2*	*1*	*3*	*10*	*1*	*0*	*8*	*8*	*6*	*0*	*4*	*0*		
Task 3 Subtotal	*$275*	*$1,040*	*$3,150*	*$340*	*$220*	*$570*	*$1,750*	*$175*	*$0*	*$1,160*	*$1,080*	*$690*	*$0*	*$560*	*$0*	*$0*	***$11,010***
Task 4 Attend Meetings and Project Management																	
Attend Planning Commission and City Council Hearings			4														$840
Attend Meetings for Phase 1 HEU		12	12														$5,640
Project Management			8														$1,680
Hours Subtotal	*0*	*12*	*24*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*		
Task 4 Subtotal	*$0*	*$3,120*	*$5,040*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	***$8,160***
Hours Subtotal	*0*	*0*		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*		
Total Phase 1																	***$41,550***
PHASE 2 Subsequent IS/ND or IS/MND for Other Element and Ordinance Updates																	
Task 1 Subsequant IS/ND or MND																	
Other Element and Ordinance Updates Project Description		1	8	1	1	2	2	2		4	10	5	5		4		$7,130
Prepare Initial Study per CEQA 15162 Requirements and Techincal Studies		2	5		1	12	5	5	5	10	20	20	5	8	4		$15,980
Revise Initial Study and Subsequent MND	1	2	4			6	6	6		10	10	10		4	2		$9,705
Public Review Draft Subsequent MND	1	1	2							4	10	5		4	1		$4,180
Review and Respond to Public Comments (60 comments)	1	4	8			2	2	1	2	8	10	10		2			$8,390
Resisions to Response to Comments		1	4			1				2	2	2					$2,080
Revise Subseqent MND Text and MMRP		1	2							5	2	2		2			$2,185
SB 18 and AB 52 Support							8										$1,400
Attend Meetings and Project Management (longer timeline)	2	16	48	6													$15,810
Hours Subtotal	*5*	*28*	*81*	*7*	*2*	*23*	*23*	*14*	*7*	*43*	*64*	*54*	*10*	*20*	*11*		
Task 1 Subtotal	*$1,375*	*$7,280*	*$17,010*	*$1,190*	*$440*	*$4,370*	*$4,025*	*$2,450*	*$1,925*	*$6,235*	*$8,640*	*$6,210*	*$1,150*	*$2,800*	*$1,760*	*$0*	***$66,860***
Task 2 Technical Studies																	
Air Quality	1	2	2			8				18		6		4	2		$6,915
Biological Resources		2	2					12		15	5			8	8		$8,290
Cultural/Tribal/Historic	1	2	2				40			15	10		20	8	8		$16,440
Greenhouse Gas Emissions		2	2		6	8							24	4	2		$7,420
Noise		2	2			8							20	4	2		$5,640
Tranportation and VMT (Fehr & Peers)																$89,700	$89,700
																	$0
Hours Subtotal	*2*	*10*	*10*	*0*	*6*	*24*	*40*	*12*	*0*	*48*	*15*	*6*	*64*	*28*	*22*		
Task 2 Subtotal	*$550*	*$2,600*	*$2,100*	*$0*	*$1,320*	*$4,560*	*$7,000*	*$2,100*	*$0*	*$6,960*	*$2,025*	*$690*	*$7,360*	*$3,920*	*$3,520*	*$89,700*	***$134,405***
Subconsultant Markup (10%)																$8,970	$8,970
Total Phase 2																	***$210,235***
TOTAL - PHASE 1 AND PHASE 2 CEQA																	**$251,785**

Option 2: Fee Proposal

Harris & Associates

	PIC	QA/QC	PM	Strategic Planning	Strategic CEQA	Sr. AQ/GHG Noise	Sr. Arch Tribal	Sr. Biologist	Sr. Counsel	Sr Analyst	Analyst	Analyst	Analyst	Editor	GIS	SUB Fehr & Peers	Fee
	Diane	Kate	David	Joe	Darin	Sharon	Donna	Emily	Bill	Esther	Alec	Sarah	Michael	Lindsey	Randy		
	$275	$260	$210	$170	$220	$190	$175	$175	$275	$145	$135	$115	$115	$140	$160	Transportation and VMT	
PHASE 1 HEU Initial Study/Negative Declaration or Mitigated Negative Declaration																	
Task 1 Draft IS/ND or MND																	
Project Review and Information Needs			2	1	1	1	1	1		1	3	3					$2,245
Prepare Initial Study		2	5		1	5	2	2		5	20	15	5	8	5		$11,085
Revise Initial Study and ND or MND		1	3			2				3	15	10		4	2		$5,760
Hours Subtotal	*0*	*3*	*10*	*1*	*2*	*8*	*3*	*3*	*0*	*9*	*38*	*28*	*5*	*12*	*7*		
Task 1 Subtotal	*$0*	*$780*	*$2,100*	*$170*	*$440*	*$1,520*	*$525*	*$525*	*$0*	*$1,305*	*$5,130*	*$3,220*	*$575*	*$1,680*	*$1,120*	*$0*	***$19,090***
Task 2 Public Review IS/ND or MND																	
Prepare Initial Study and ND/MND for Public Review	1	1	2							2	5			4	1		$2,640
Noticing			1	1							2						$650
																	$0
Hours Subtotal	*1*	*1*	*3*	*1*	*0*	*0*	*0*	*0*	*0*	*2*	*7*	*0*	*0*	*4*	*1*		
Task 2 Subtotal	*$275*	*$260*	*$630*	*$170*	*$0*	*$0*	*$0*	*$0*	*$0*	*$290*	*$945*	*$0*	*$0*	*$560*	*$160*	*$0*	***$3,290***
Task 3 Final IS/ND or MND																	
Review and Respond to Public Comments (30 comments)	1	2	8	1	1	2	2	1		4	4	4		4			$5,910
Revisions to Responses to Comments		1	5	1		1				2	2	2					$2,460
Revise IS/ND or MND Text/MMRP		1	2							2	2						$1,240
SB 18 and AB 52 Support							8										$1,400
Hours Subtotal	*1*	*4*	*15*	*2*	*1*	*3*	*10*	*1*	*0*	*8*	*8*	*6*	*0*	*4*	*0*		
Task 3 Subtotal	*$275*	*$1,040*	*$3,150*	*$340*	*$220*	*$570*	*$1,750*	*$175*	*$0*	*$1,160*	*$1,080*	*$690*	*$0*	*$560*	*$0*	*$0*	***$11,010***
Task 4 Attend Meetings and Project Management																	
Attend Planning Commission and City Council Hearings			4														$840
Attend Meetings for Phase 1 HEU		12	12														$5,640
Project Management			8														$1,680
Hours Subtotal	*0*	*12*	*24*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*		
Task 4 Subtotal	*$0*	*$3,120*	*$5,040*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	***$8,160***
Hours Subtotal	*0*	*0*		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*		
Total Phase 1																	***$41,550***
PHASE 2 Subsequent or Supplemental EIR for Other Element and Ordinance Updates																	
Task 1 Project Initiation																	
Review Materials/Data Needs/Kick Off Meeting		2	5	1	1	6	4	4		6	4	4	4				$6,830
Task 2 CEQA Notices																	
CEQA Noticies		2	8								16			4			$4,920
Task 3 Scoping Meeting																	
Scoping Meeting	2	2	12											4			$4,150
Task 5 Draft SEIR																	
Prepare Administrative Draft SEIR with Technical Appendices (Task 4 Below)	4	32	40	2	4				4	75	100	60	80	24	12		$65,895
Prepare Screencheck Draft SEIR with Technical Appendices (Task 4 Below)	2	8	12	1	2	8			2	30	40	20	40	16	4		$27,360
Prepare Draft SEIR with Technical Appendices (Task 4 Below)	1	4	12								10		10	24	2		$10,015
Attend Meetings and Project Management (longer timeline)		24	48	4	2												$17,440
SB 18 and AB 52 Support							8										$1,400
Review of Approval Documents	2	2	10														$3,170
Task 6 Final SEIR																	
Response to Comments (100 comments)	2	8	18	2	2	8	2	2	2	8	15	4	15	24			$18,690
Administrative Final SEIR	2	4	12			2				4	8			8			$7,270
Screencheck Final SEIR	2	2	8							2	8			8			$5,240
Final SEIR			4								8			8			$3,040
Hours Subtotal	*17*	*90*	*189*	*10*	*11*	*24*	*14*	*6*	*8*	*125*	*209*	*88*	*149*	*120*	*18*		
Task 1, 2, 3, 5, 6 Subtotal	*$4,675*	*$23,400*	*$39,690*	*$1,700*	*$2,420*	*$4,560*	*$2,450*	*$1,050*	*$2,200*	*$18,125*	*$28,215*	*$10,120*	*$17,135*	*$16,800*	*$2,880*	*$0*	***$175,420***
Task 4 Technical Studies																	
Air Quality	1	2	2			8				18		6		4	2		$6,915
Biological Resources		2	2					12		15	5			8	8		$8,290
Cultural/Tribal/Historic	1	2	2				40			15	10		20	8	8		$16,440
Greenhouse Gas Emissions		2	2		6	8							24	4	2		$7,420
Noise		2	2			8							20	4	2		$5,640
Tranportation and VMT (Fehr & Peers)																$89,700	$89,700
																	$0
Hours Subtotal	*2*	*10*	*10*	*0*	*6*	*24*	*40*	*12*	*0*	*48*	*15*	*6*	*64*	*28*	*22*		
Task 4 Subtotal	*$550*	*$2,600*	*$2,100*	*$0*	*$1,320*	*$4,560*	*$7,000*	*$2,100*	*$0*	*$6,960*	*$2,025*	*$690*	*$7,360*	*$3,920*	*$3,520*	*$89,700*	***$134,405***
Subconsultant Markup (10%)																$8,970	$8,970
Total Phase 2																	***$318,795***
10% Contingency for Phase 2 Tasks																	***$31,880***
TOTAL - PHASE 1 AND PHASE 2 CEQA																	**$392,225**

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Option 3: Fee Proposal

Harris & Associates	PIC	QA/QC	PM	Strategic Planning	Strategic CEQA	Sr. AQ/GHG Noise	Sr. Arch Tribal	Sr. Biologist	Sr. Counsel	Sr Analyst	Analyst	Analyst	Analyst	Editor	GIS	SUB	Fee
	Diane	Kate	David	Joe	Darin	Sharon	Donna	Emily	Bill	Esther	Alec	Sarah	Michael	Lindsey	Randy	Fehr & Peers	
	$275	*$260*	*$210*	*$170*	*$220*	*$190*	*$175*	*$175*	*$275*	*$145*	*$135*	*$115*	*$115*	*$140*	*$160*	*Transportation and VMT*	
PHASE 1 HEU Statutory Exemption																	
Task 1 Statutory Exemption, Meetings, and Project Management																	
Prepare Notice of Exemption and CEQA Support					2						2						$710
Attend Meetings for Phase 1 HEU		12	12														$5,640
Project Management			8														$1,680
																	$0
Hours Subtotal	*0*	*12*	*20*	*0*	*2*	*0*	*0*	*0*	*0*	*0*	*2*	*0*	*0*	*0*	*0*		
Task 1 Subtotal	*$0*	*$3,120*	*$4,200*	*$0*	*$440*	*$0*	*$0*	*$0*	*$0*	*$0*	*$270*	*$0*	*$0*	*$0*	*$0*	*$0*	***$8,030***
Total Phase 1																	***$8,030***
PHASE 2 EIR for Other Element and Ordinance Updates																	
Task 1 Project Initiation																	
Review Materials/Data Needs/Kick Off Meeting		2	5	1	1	6	4	4		6	4	4	4				$6,830
Task 2 CEQA Notices																	
CEQA Noticies		2	8								16			4			$4,920
Task 3 Scoping Meeting																	
Scoping Meeting	2	2	12											4			$4,150
Task 5 Draft EIR																	
Prepare Administrative Draft EIR with Technical Appendices (Task 4 Below)	4	32	45	2	4				4	85	110	60	80	24	12		$69,745
Prepare Screencheck Draft EIR with Technical Appendices (Task 4 Below)	2	8	12	1	2	8			2	30	40	20	40	16	4		$27,360
Prepare Draft EIR with Technical Appendices (Task 4 Below)	1	4	12								10		10	24	2		$10,015
Attend Meetings and Project Management (longer timeline)		24	48	4	2												$17,440
SB 18 and AB 52 Support							8										$1,400
Review of Approval Documents	2	2	10														$3,170
Task 6 Final EIR																	
Response to Comments (100 comments)	2	8	18	2	2	8	2	2	2	8	15	4	15	24			$18,690
Administrative Final EIR	2	4	12			2				4	8			8			$7,270
Screencheck Final EIR	2	2	8							2	8			8			$5,240
Final EIR			4								8			8			$3,040
Hours Subtotal	*17*	*90*	*194*	*10*	*11*	*24*	*14*	*6*	*8*	*135*	*219*	*88*	*149*	*120*	*18*		
Task 1, 2, 3, 5, 6 Subtotal	*$4,675*	*$23,400*	*$40,740*	*$1,700*	*$2,420*	*$4,560*	*$2,450*	*$1,050*	*$2,200*	*$19,575*	*$29,565*	*$10,120*	*$17,135*	*$16,800*	*$2,880*	*$0*	***$179,270***
Task 4 Technical Studies																	
Air Quality	1	2	2			8				18		6		4	2		$6,915
Biological Resources		2	2					12		15	5			8	8		$8,290
Cultural/Tribal/Historic	1	2	2				40			15	10		20	8	8		$16,440
Greenhouse Gas Emissions		2	2		6	8							24	4	2		$7,420
Noise		2	2			8							20	4	2		$5,640
Tranportation and VMT (Fehr & Peers)																$89,700	$89,700
																	$0
Hours Subtotal	*2*	*10*	*10*	*0*	*6*	*24*	*40*	*12*	*0*	*48*	*15*	*6*	*64*	*28*	*22*		
Task 4 Subtotal	*$550*	*$2,600*	*$2,100*	*$0*	*$1,320*	*$4,560*	*$7,000*	*$2,100*	*$0*	*$6,960*	*$2,025*	*$690*	*$7,360*	*$3,920*	*$3,520*	*$89,700*	***$134,405***
Subconsultant Markup (10%)																$8,970	$8,970
Total Phase 2																	***$322,645***
10% Contingecy for Phase 2 Tasks																	***$32,265***
TOTAL - PHASE 1 AND PHASE 2 CEQA																	**$362,940**



APPENDIX

VII. Proposal Terms and Conditions

8. CONSULTANT SERVICES AGREEMENT

"All Proposers must identify in their proposal any terms and conditions of the sample Consultant Services Agreement (Attachment 1) that they wish to negotiate. Insurance is required as outlined in Section 9 of the sample agreement. The City reserves the right to negotiate the terms and specifications of the Consultant Services Agreement and to vary from the sample Consultant Services Agreement attached."

In response to the RFP instructions above, Harris requests the following changes to the contract, consistent with our current Pacific Grove contract:

- Section 5.01, change the word "specially" to "professionally"
- Add new Section 6.03: "All payments by the City will be made by Electronic Funds Transfer (EFT). CONTRACTOR will provide the City with its bank ABA number, account number and designation of the account to which such EFT shall be made. CONTRACTOR will be responsible for notifying the City when CONTRACTOR's EFT information changes. Payments shall be for the invoiced amount, with no retention."
- Add new Section 7.03: "CONTRACTOR may terminate this Agreement for cause if the City fails to cure a material default in performance within a period of 30 days, or such longer period as CONTRACTOR may allow, after receipt from CONTRACTOR of a written termination notice specifying the default in performance. In the event of termination for cause by CONTRACTOR, CONTRACTOR shall be paid for approved services rendered through the effective date of termination."
- Section 15.10, add new last sentence: "CONTRACTOR shall not be responsible for delays caused by circumstances beyond its reasonable sole control."
- Section 15.14, change heading to "Counterparts and Electronic Signatures." Add new last sentence: "By executing this Agreement, City and CONTRACTOR also consent and agree that any electronic signature, as defined by Civil Code Section 1633.2(h), affixed there on shall have the full force and effect as a wet or manual signature."

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: September 21, 2022

SUBJECT: Diversity, Equity and Inclusion Meeting Minutes: August 15, 2022 Special Meeting and August 15, 2022 Special Study Session

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

DEI Minutes

MEETING MINUTES

CITY OF PACIFIC GROVE
DIVERSITY, EQUITY, AND INCLUSION TASK FORCE

SPECIAL MEETING
Monday, August 15, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).
CHAMBER CAPACITY IS LIMITED AND PROVIDED ON A FIRST COME, FIRST SERVED BASIS.
THE VIRTUAL MEETING IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/89179208141

1. **CALL TO ORDER / ROLL CALL**
Chair Tina Rau called the meeting to order at 6:01 pm. Clerk Kandell conducted roll call with the following Task Force members present via Zoom Meeting: Task Force Members (Members) Kim Bui, Edward Juarez-Lefevre, Nadja Mark, and Kristy Markowitz. Chair Tina Rau presented in person.

2. **APPROVAL OF AGENDA**
Action: Upon motion by Member Mark and seconded by Member Markowitz the Task Force approved the Agenda as amended.

Motion carried 5-0, by the following roll call vote:

AYES: Members Bui, Juarez-Lefevre, Mark, Markowitz, and Rau.
NOES: None.

3. **TASK FORCE AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
Secretary Bui made announcements. No staff announcements were made.

4. **COUNCIL LIAISON ANNOUNCEMENTS**
Council member Poduri made announcements.

5. **GENERAL PUBLIC COMMENT**
Public comment was received from Andrew Gonzalez.

6. **APPROVAL OF THE MINUTES**
Action: Upon motion by Member Markowitz and seconded by Vice Chair Juarez-Lefevre, the Task Force approved the Minutes of the July 11, 2022 Regular Meeting, as follows:

Motion carried 5-0 by the following vote:

AYES: Members Bui, Juarez-Lefevre, Mark, Markowitz, and Rau.
NOES: None.

7. **REGULAR AGENDA**

A. DEI Education and Resources Webpage Subcommittee
Secretary Bui and Member Markowitz gave a report.

No public comment was received.

8. **NEXT MEETING:** Special Study Session Meeting on August 15, 2022 at 6:15 p.m. or immediately following the 6:00 p.m. Special Meeting.

9. **ADJOURNMENT**
Chair Rau adjourned the special meeting at approximately 6:17 p.m.

Respectfully Submitted,

Kim Bui
Secretary

Approved by Chair: _____Date_____

MEETING MINUTES

CITY OF PACIFIC GROVE
DIVERSITY, EQUITY, AND INCLUSION TASK FORCE

SPECIAL STUDY SESSION MEETING
Monday, August 15, 2022, 6:15 P.M.
OR IMMEDIATELY FOLLOWING THE 6:00 P.M. SPECIAL MEETING
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

**THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).
CHAMBER CAPACITY IS LIMITED AND PROVIDED ON A
FIRST COME, FIRST SERVED BASIS.
THE VIRTUAL MEETING IS COMPLIANT WITH THE GOVERNOR'S
EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF
TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.**

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/89179208141

1. **CALL TO ORDER / ROLL CALL**
Chair Tina Rau called the meeting to order at 6:17 pm. Clerk Kandell conducted roll call with the following Task Force members present via Zoom Meeting: Task Force Members (Members) Kim Bui, Edward Juarez-Lefevre, Nadja Mark, and Kristy Markowitz. Chair Tina Rau presented in person.

2. **APPROVAL OF AGENDA**
Action: Upon motion by Vice Chair Juarez-Lefevre and seconded by Secretary Bui the Task Force approved the Agenda.

Motion carried 5-0, by the following roll call vote:

AYES: Members Bui, Juarez-Lefevre, Mark, Markowitz, and Rau.
NOES: None.

3. **TASK FORCE AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
Secretary Bui made announcements. City Manager Harvey made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**
No Council member announcements were made.

5. **GENERAL PUBLIC COMMENT**
No public comment was received.

6. **APPROVAL OF THE MINUTES**
No Minutes were presented for approval.

7. **REGULAR AGENDA**

Study Session Discussion

The following items were discussed:

- Task Force Work Plan
- Goals and Visions
- Developing Agreements
- Core Values

8. **NEXT MEETING:** Regular Meeting on September 12, 2022 at 6:00 p.m.

9. **ADJOURNMENT**

Chair Rau adjourned the special meeting at approximately 8:00 p.m.

Respectfully Submitted,

Kim Bui
Secretary

Approved by Chair: _____Date_____

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Leticia Livian, Human Resources Director

MEETING DATE: September 21, 2022

SUBJECT: Ordinance Amending the Salary Classification Schedule - POA Classifications
Action ***Required by September 21, 2022.***

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold first reading of an ordinance to amend the salary classification schedule;
4. Modify salary range for Police Officer and Police Sergeant;
5. Approve the amendment;
6. Direct that a summary of a proposed ordinance be published as approved by the City Attorney.

DISCUSSION

On August 27, 2022, the Council adopted Resolution 22-045 to authorize the city manager to execute all documents and to perform all other necessary City acts to implement the Memorandum of Understanding (MOU) between the City of Pacific Grove (City) and the Pacific Grove Police Officers Association (POA).

The MOU approved increases to the salary range. The salary increases and the effective dates are listed below.

- 3% salary increase effective July 24, 2022; and
- 2% salary increase effective the first full pay period in July 2023.

The City salary classification schedule identifies the job classifications approved by Council (e.g., Police Officer) and the hourly rates of pay for each classification at each step authorized by the Personnel Rules. To implement a salary increase, the salary classification schedule must be amended to incorporate the salary increase for the effective dates outlined in the MOU between the City and the POA. The action proposed in this Agenda Report completes the salary change for the 3% COLA approved by City Council.

Pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280, approval and amendment to the classification schedule must be adopted by the Council.

The requested changes are for Police Officer and Police Sergeant classifications only, all other classifications in the salary schedule remain the same. To view the entire salary schedule, please refer to the City's website, http://www.cityofpacificgrove.org/about-city/human-resources/salaries-benefits-and-mous.

City Of Pacific Grove
Proposed New Salary Schedule - POA Hourly Rate

	Classification	Step 1A	Step 2B	Step 3C	Step 4D	Step 5E	Step 6F	Step 7G
Current Hourly	Police Sergeant	50.96	53.50	56.18	58.99	61.94	64.26	66.67
New Hourly	Police Sergeant	52.48	55.11	57.86	60.76	63.80	66.19	68.67
Current Hourly	Police Officer	44.10	46.31	48.62	51.06	53.61	55.62	57.70
New Hourly	Police Officer	45.42	47.69	50.08	52.58	55.21	57.28	59.43

OPTIONS

Provide alternative direction to staff.

FINANCIAL IMPACT:

The projected annual fiscal impact to the General Fund is listed below:

Year 1 FY 22/23	$103,000 is budgeted for the FY 22/23 for the 3% COLA.	$103,000
Year 2 FY 23/24	$70,000 will be budget for the FY 23/24 for the 2% COLA.	$68,500
	Total projected cost for multi-year agreement:	$171,500

GOAL ALIGNMENT: Not Applicable.

Attachments

Draft Ordinance

ORDINANCE NO. 22-____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE CLASSIFICATION SCHEDULE FOR POLICE SERGEANT AND POLICE OFFICER

Findings

1. The City of Pacific Grove (City) entered into a new Memorandum of Understanding (MOU) with the Pacific Grove Police Officer Association; and

2. The MOU is effective from July 1, 2022 through June 30, 2024; and

3. The MOU contains two salary adjustments; and

4. The first salary adjustment takes effect on July 24, 2022; and

5. The second salary adjustment takes effect the first full pay period of July 2023; and

6. Modifications to the salary classification plan are for Police Officer and Police Sergeant Classifications only; and

7. Modifications to the salary classification plan must be amended for each described date; and

8. Amendment to the classification plan must be adopted by the City Council pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280; and

9. The City Council ratified the MOU and its implementation measures, including salary adjustment; and In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment pursuant Section 15378.

Ordinance

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing findings of the City Council are incorporated into this Ordinance as if set forth in full.

SECTION 2. The position classification plan approved and adopted by the City Council pursuant to Charter Article 15 and PGMC § 4.20.280 is amended for the POA positions, with the following salary schedule:

City Of Pacific Grove

Proposed New Salary Schedule - POA Hourly Rate

Eff.	Classification	Step 1A	Step 2B	Step 3C	Step 4D	Step 5E	Step 6F	Step 7G
July 24, 2022	524-001 Police Sergeant	52.48	55.11	57.86	60.76	63.80	66.19	68.67
Eff.	**Classification**	**Step 1A**	**Step 2B**	**Step 3C**	**Step 4D**	**Step 5E**	**Step 6F**	**Step 7G**
July 24, 2022	516-001 Police Officer	45.42	47.69	50.08	52.58	55.21	57.28	59.43

SECTION 3. The City Manager is directed to execute all documents and to perform all necessary City acts to implement this Ordinance.

SECTION 4. In accord with Article 15 of the City Charter, this ordinance shall become effective July 24, 2022.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this_____day of_____, 2022, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN PIERNIK, City Attorney

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Gho, Public Works Director / Deputy City Manager

MEETING DATE: September 21, 2022

SUBJECT: Fire Engine Repairs & Ordinance Amending the FY22/23 Budget

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Authorize Hi-Tech EVS, Inc. to make repairs to Fire Engine 6414 in an amount not to exceed $75,304.54 plus a 15% contingency;
2. Request the City Attorney read the title of the ordinance;
3. Motion to waive further reading of the ordinance;
4. Introduce and hold first reading of an ordinance amending the FY22/23 Budget; and
5. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

Since December of 2008, the City of Pacific Grove has contracted with the City of Monterey for fire services. Additionally, Pacific Grove has an agreement with Monterey to provide supplemental fire equipment maintenance services when repairs cannot be made at the Public Works Corporation Yard with in-house mechanics. Periodically, repairs exceed the capabilities of both the Pacific Grove and Monterey mechanical divisions and require the services of a large equipment mechanical facility. This is the case with the Pacific Grove fire engine 6414.

Engine 6414 is a Pierce Type 1 engine with approximately 119,000 miles. This engine is the City first out when calls come through the PG fire house. The engine began to experience issues in July of 2022, and was sent to Monterey's mechanical division for initial diagnosis. It was quickly determined that the repairs would be extensive and needed to be sent to a large equipment mechanical shop for the repairs. Monterey sent the engine to Hi-Tech EVS, Inc in Oakdale to diagnose the issues and provide the City with a quote for the repairs (Attachment 1).

The engine needs the following repairs:
· Water pump replacement for fire suppression equipment
· Steering box needs to be replaced and all suspension parts

These repairs are complex and require numerous parts, fluids, valves, filters, gaskets and various other components to ensure proper and safe operation. The Pacific Grove and Monterey mechanical

Divisions have reviewed the repair quote. Additionally, Monterey's mechanical staff have been to the Hi-tech facility to go and review the required repairs with Hi-Tech's staff. It is the recommendation of both teams that the repairs be authorized.

City staff is in the process of seeking quotes and reviewing options to purchase a new fire apparatus. These options will be before City Council for consideration at a meeting soon. However, purchasing a new unit will take, at a minimum, two (2) years to build and deliver. As a result, timely repairs to 6414 are essential.

OPTIONS

1. Authorize the repairs.
2. Do not authorize the repairs. Failure to authorize vital repairs for Engine 6414 will result in the City's first out engine, which is vital for emergency response, to be inoperable and unavailable for use.

FINANCIAL IMPACT:

The estimated impact to the General Fund is $86,601. While the City is still in the process of closing the Fiscal Year 22/23 accounting records, it is anticipated that there should be sufficient funds in the Unrestricted General Fund Balance to support these repairs.

GOAL ALIGNMENT: City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, and parks and trails.

Attachments

Quote

Budget Modification Ordinance

Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Quotation

Date	Page
Jul 26, 2022	1
Order Number	
171177	

Sold To:

City of Monterey Fire Department
25 Ryan Ranch Rd
Monterey, CA 93940-5703
US

Ship To:

City of Monterey Fire Department
25 Ryan Ranch Rd
Monterey, CA, 93940-5703
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
14652		10220	BENR	Jul 26, 2022		1

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
3.0000	0.0000	3.0000	140051-1	AUTOMATIC TRANSMISSION FLUID (Gallon)	22.24	Gallon	66.72
1.5000	0.0000	1.5000	140056-1	HYDRAULIC FLUID AW32	26.15	GALLON	39.23
1.0000	0.0000	1.0000	140552-1	5-281 1810 FULL ROUND UJOINT	123.72	EACH	123.72
1.0000	0.0000	1.0000	900094-1	K 667-8 PACKING KIT	261.52	EACH	261.52
1.0000	0.0000	1.0000	200078-1	AKRON VALVE KIT 3" 9206	58.74	EACH	58.74
2.0000	0.0000	2.0000	101514-1	14GA BRUSHED S.S. 48 X 96	20.74	SQ. FT.	41.48
2.0000	0.0000	2.0000	610192-1	1/4" COMP. X 1/4" MNPT DOT STR	4.43	EACH	8.86
1.0000	0.0000	1.0000	801132-1	1/4" BRASS TEE	9.34	EACH	9.34
1.0000	0.0000	1.0000	131505-1	DT 04 4 P DEUTSCH 4 PIN RECP.	1.80	each	1.80
1.0000	0.0000	1.0000	131530-1	W4 P DEUTSCH LOCK	0.18	Each	0.18
20.0000	0.0000	20.0000	131141-1	16 GAUGE WIRE GXL	0.22	FEET	4.40
20.0000	0.0000	20.0000	131205-1	1/4" PLASTIC LOOM #3231	0.08	FEET	1.60
1.0000	0.0000	1.0000	700243-1	ESP12 OILLESS PRIMING PUMP 501-3090-0(	1,192.38	EACH	1,192.38
2.0000	0.0000	2.0000	1801	3303274 LINK TOE CONTROL ADJUST	475.02	EACH	950.04
1.0000	0.0000	1.0000	1801	3582900 LINK TIE CONTROL	478.63	EACH	478.63
1.0000	0.0000	1.0000	1801	K 1182-1 VALVE CONVERSION KIT PRIMING	1,413.00	EACH	1,413.00
1.0000	0.0000	1.0000	1801	62811 GEAR SECTOR	176.00	EACH	176.00
1.0000	0.0000	1.0000	1801	W75006-28 SCREW SHLDER SOC HEAD	1.80	EACH	1.80
1.0000	0.0000	1.0000	1801	W79005 LOCKNUT FLEX TOP	3.90	EACH	3.90
1.0000	0.0000	1.0000	1801	PUMP PARTS	3,816.40	EACH	3,816.40
1.0000	0.0000	1.0000	1306	SHIPPING & HANDLING	558.78	EACH	558.78
1.0000	0.0000	1.0000	1380	SUBLET PARTS STEERING BOX PARTS LOWER CONTROL ARM ASSY TIE ROD ENDS POWER STEERING HOSES ENGINE OIL PAN & FILTERS LOWER LEFT AND RIGHT TAK 4 A ARMS	25,459.28	EACH	25,459.28
1.0000	0.0000	1.0000	1385	SUBLET LABOR 1. REPLACE STEERING BOXES. 2. REPLACE LOWER CONTROL ARM ASSY.	20,011.76	EACH	20,011.76

Quotation continued on next page ...

Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Quotation

Date	Page
Jul 26, 2022	2
Order Number	
171177	

Sold To:

City of Monterey Fire Department
25 Ryan Ranch Rd
Monterey, CA 93940-5703
US

Ship To:

City of Monterey Fire Department
25 Ryan Ranch Rd
Monterey, CA, 93940-5703
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
14652		10220	BENR	Jul 26, 2022		1

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
				3. REPLACE TIE ROD ENDS AND ADJUST. 4. REPLACE POWER STEERING HOSES AS NEEDED. 5. REPLACE ENGINE OIL PAN AND FILTERS. 6. REPLACE LOWER LEFT AND RIGHT TAK 4 A ARMS. 7. PROGRAM ECM. **********			
1.0000	0.0000	1.0000	1310	FUEL	222.62	EACH	222.62
1.0000	0.0000	1.0000	1390	TRANSPORT	345.00	EACH	345.00
102.000	0.0000	102.00	1340	LABOR 1. PUMP SHIFT PROBLEMS: SHIFTED FROM ROAD TO PUMP, GEAR BOX GRINDS. DROPPED FRONT AND REAR DRIVELINES, DISCONNECTED PRIMER AND HYD PUMP OFF BACK OF GEAR BOX. REMOVED GEAR BOX, WATER IN GEAR BOX OIL. TOOK GEAR BOX APART, ORDERED PARTS AND PUT GEAR BOX BACK TOGETHER WITH ALL NEW BEARINGS, SEALS, GASKETS, AND ORINGS ON LOWER END. REPLACED BAD SHIFT FORK, SECTOR GEAR, TAIL SHAFT AND MAIN DRIVE GEAR. 2. REPACKED PUMP. 3. REMOVED/REBUILT TANK TO PUMP VALVE.	165.00	HOUR	16,830.00

Quotation continued on next page ...

Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Quotation

Date	Page
Jul 26, 2022	3
Order Number	
171177	

Sold To:

City of Monterey Fire Department
25 Ryan Ranch Rd
Monterey, CA 93940-5703
US

Ship To:

City of Monterey Fire Department
25 Ryan Ranch Rd
Monterey, CA, 93940-5703
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
14652		10220	BENR	Jul 26, 2022		1

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
				4. MODELED AND LASER CUT COVER PLATES. 5. CHANGED OUT DEPARTMENT SUPPLIED PRESSURE GOVERNOR. 6. CHANGED OUT PULL PRIMER TO ELECTRIC PRIMER. 7. FRONT WANDERS WHILE DRIVING: INSPECTED FRONT END. FOUND LOOSE TIE RODS AT CENTER LINK AND LEFT SIDE INNER AND OUTER. ********** PIERCE PUMPER S/N: 17678 UNIT: 6414 MILEAGE: 118938 HR METER: 12931			

Comments:

** Thank you for your Business **

Tax Summary:

AVATAX	3,227.36

Less Included Tax	**0.00**
Order Discount	**0.00**
Subtotal	**72,077.18**
Total sales tax	**3,227.36**
Total order	**75,304.54**

ORDINANCE NO. 22-____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE APPROVED BUDGET FOR THE FISCAL YEAR 2022-23

FACTS

1. The City Council approved the Fiscal Year 2022-23 Budget on June 15, 2022.

2. It is customary to amend the budget to adjust revenues and expenditures to reflect updated information since the adoption of the Fiscal Year 2022-23 Budget.

3. The City Manager is recommending amendments to the FY 2022-23 Budget to reflect the City Council's goals for the fiscal year budget.

4. The Council has determined it is appropriate to amend the approved budget for FY 2022-23.

5. Pursuant to Charter Article 15, an amendment of the budget must be approved by ordinance,

6. A summary of the Ordinance, approved by the City Attorney, was published on _____.

7. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.

8. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing Facts are adopted as findings of the City Council as set forth fully within the body of this ordinance.

SECTION 2. The revenue and expenditure budget for the following funds is amended, as stated herein, which by this reference are incorporated as set forth in its entirety.

		Increase/Decrease
Expenditures		
1	General Fund	$86,601

SECTION 3. The Fiscal Year 22/23 estimated fund balances are based on preliminary information; and adjusted for this amendment, are referenced herein:

Fiscal Year 22/23 Estimated Ending Fund Balance, After Proposed Budget Amendments

		Beginning Fund Balance FY 22/23 (1)	Revenue FY 22/23	Expenditures FY 22/23	Preliminary Estimated Ending Fund Balance FY 22/23
1	General Fund	$ 10,054,161	$30,380,119	$30,564,738	$ 9,869,542

(1) Reflects estimated beginning fund balance. Final numbers will not be available until the end of September due to accruals. Preliminary information for Fiscal Year 22/23 is indicating that revenues will exceed expenditures.

SECTION 4. In accord with Article 15 of the City Charter, this ordinance shall become effective upon adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: September 21, 2022
SUBJECT: Purchasing Authorization Procedures
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Direct the City Attorney to return with a (1) draft ordinance to clarify purchasing authorization procedures and (2) resolution for approval of standard contracts.

DISCUSSION
City Charter Article 40 provides the City's purchasing regulatory framework. Paragraph (b) states: "The Council by ordinance shall adopt policies and procedures, including appropriate bidding regulations, governing purchases of or contracts for supplies, materials, and equipment. Purchases of supplies, materials and equipment shall be made only in accordance with the adopted policies and procedures." In other words, Council has ultimate fiduciary responsibility for all City expenditures, including purchases and contracts for supplies, services, and equipment.

Building on Article 40, PGMC Chapter 2.16 'Purchasing System and Procedures' provides enacts a detailed purchasing framework.

Council previously discussed the need to clarify authorization of purchases with an estimated market value greater than the maximum amount for which the purchasing agent is authorized, the most recent discussion held April 6, 2022. The following four items describe where amendments to the municipal code will bring about added clarity.

1. The municipal code states the mayor shall sign, facsimile or actual, in the name and on behalf of the city, all contracts, deeds, bonds and other legal instruments in which the city is a party. However, it doesn't explain what the mayor has authority to sign. The code amendment below (**bold**) states signature authority derives from Council approval.

   2.05.010 Mayor required to sign contracts and other legal instruments.
   Pursuant to Article 11 of the city charter the mayor shall sign, facsimile or actual, in the name and on behalf of the city, all contracts, deeds, bonds and other legal instruments in which the city is a party. **The mayor has authority to sign any contract, deed, bond or other legal instruments only with prior Council approval.** This section does not transfer operational authority to the

mayor. [Ord. 21-015 § 3, 2021].

2. The purchasing agent's (City Manager's) purchase authority limit set in PGMC 2.16.160 has an inflation escalator at 5-year intervals. The code does not specify how the escalator is implemented. City staff provided an information only agenda report November 18, 2020 to Council specifying an increase in the purchase authority limit to $40,000. However, Council authorizes the City Manager's purchase authority limit. The code amendment below (**bold**) clarifies Council approves the purchase authority limit.

   2.16.160 Authorized for purchases by the purchasing agent.
   (b) The purchase authority limit set forth in subsection (a) of this section shall be adjusted on July 1st of each fifth fiscal year, starting on July 1, 2020 **by Council resolution**. The adjustment shall cause an increase or decrease to the purchase limit based upon the cumulative change in the Consumer Price Index (CPI) that occurred since the last adjustment, based upon the "CPI, All Urban Consumers, San Francisco- Oakland-San Jose area; base years 1982-1984 = 100," as published by the U.S. Department of Labor, or any comparable replacement or successor index. For ease of administration, the purchase authority limit set for each following five-year period shall be adjusted by rounding to the nearest $5,000.

3. Council approval of purchases and contracts have been handled in a variety of ways, often without a contract or a resolution as specified in the municipal code. The code amendments below (**bold**) clarify actions Council should take for approval of contracts.

   Council purchase/contract approval as recorded in meeting minutes (by motion and vote) has the same legal standing as a resolution but with less formality. There is a minor impact on record retention.

   It is common sense that when approving a contract, one has the ability to read the contract. Council approval of contracts should be no different. The written contract, as specified in the municipal code, should be provided to Council prior to its approval of the contract.

   Use of standardized contracts will eliminate 'boiler plate' or common contract conditions thus reducing Council agenda report length and unnecessary review. Also standardized contracts will focus Council attention on key contract components namely parties involved, term, scope of work, price, and contingencies to extend the term and/or increase the price. The City Manager, with input from the city's insurance provider, CJPIA, would provide standardized contracts to the City Attorney and Council for approval. Draft standard contracts, prepared by City staff with CJPIA input, are attached.

   2.16.220 Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies, services and equipment of estimated market value greater than the maximum amount for which the purchasing agent is authorized, as specified in Article II of this chapter, shall be by written contract, approved by the council by resolution **or motion**, with the lowest responsible bidder pursuant to the procedure prescribed in thisarticle **except when such procedures may be dispensed with as defined in Article I of this chapter or as otherwise provided by law. Standard contracts may be used when approved by City Attorney and Council by resolution. Written contracts shall be provided to Council prior to approval except that standard contracts may be incorporated by reference into an Agenda Report with specification of the parties, term, scope of work, price, and contingencies to extend the term and/or increase the price.** (The procedures prescribed in Article IV of this chapter shall be observed in the case of all public works projects, as defined in Article IV of this chapter, involving

expenditures greater than the maximum amount for which the purchasing agent is authorized, as specified in Article II of this chapter.) [Ord. 14-005 § 2, 2014; Ord. 1405 N.S. § 2, 1984].

Pursuant to Article 36 of the city charter the city manager is authorized to approve any expenditure without presentation to the council if the city manager determines that a demand for such expenditure is one for an item included within an approved budget appropriation. This authorization is repeated in PGMC 6.20.040. It ignores purchase system requirements.

The code amendment below (**bold**) clarifies that expenditures for purchases and services also requires that purchase system procedures be followed which may include Council authorization.

6.20.040 Expenditures – Authorization.
(a) Pursuant to Article 36 of the city charter the city manager is authorized to approve any expenditure without presentation to the council if the city manager determines that a demand for such expenditure is one for an item included within an approved budget appropriation **and for purchases and contracts for supplies, services and equipment, which is authorized pursuant to PGMC Chapter 2.16**.

ATTACHMENTS

- Draft Construction Services Standard Contract
- Draft Design Professional Services Standard Contract
- Draft Maintenance Services Standard Contract
- Draft Professional Services Standard Contract
- Draft Vendor Services Standard Contract

OPTIONS

Take no action or modify recommendation.

FINANCIAL IMPACT:

None for this decision.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Combined Contracts

CITY OF PACIFIC GROVE
CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and effective [insert date**],** by and between the City of Pacific Grove, a municipal corporation ("City"), and [insert contractor name]_ ("CONTRACTOR"), License Number _____. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on [insert date] and shall remain and continue in effect until tasks described herein are completed, but in no event later than [insert date], unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

   CONTRACTOR shall perform within the time set forth in the project specifications and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all services required in connection with the construction of [describe work/services] ("Work") for the [describe project] (hereinafter "Project"). The Scope of Work is attached as Exhibit A.

   By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the City, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its Work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, CONTRACTOR shall have no remedy, and hereby expressly waives any remedy against the City, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

3. PERFORMANCE

   a. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONTRACTOR hereunder in meeting its obligations under this Agreement.

b. CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. CONTRACTOR further agrees to take all necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. CONTRACTOR shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c. CONTRACTOR shall possess at the time of commencing Work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing Work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

d. CONTRACTOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e. CONTRACTOR shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by CONTRACTOR or in any way affect the performance of its service pursuant to this Agreement. CONTRACTOR shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this Section.

f. CONTRACTOR agrees to comply with all the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g. CONTRACTOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither CONTRACTOR nor any person acting on CONTRACTOR's behalf shall refuse to employ or refuse to continue in any employment or discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. CONTRACTOR further agrees to comply with all laws with respect to employment when performing this Agreement.

h. CONTRACTOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

i. To ensure performance, CONTRACTOR shall provide Faithful Performance and Labor and Material/Payment Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Agreement.

j. CONTRACTOR declares and warrants that no undue influence or pressure shall be used against or in concert with any officer, employee or agent of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee or agent of the City shall receive compensation, directly or indirectly, from CONTRACTOR, or from any officer, employee or agent of CONTRACTOR, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. REGISTRATION REQUIREMENTS

a. CONTRACTOR shall be registered with the Department of Industrial Relations ("DIR") of the State of California to be eligible to work on this Project. CONTRACTOR shall ensure registration with the DIR that is active and in good standing.

b. This Project shall be subject to compliance monitoring and enforcement by the DIR.

c. CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under $1,000, unless the City knows that the same CONTRACTOR will be awarded total project costs in excess of $1,000 for a given year.

5. FEDERAL GRANT REQUIREMENTS

This Project may be subject to Federal Grant Requirements. If applicable, CONTRACTOR shall comply with the Requirements set forth in Exhibit F, attached hereto and incorporated by reference.

6. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONTRACTOR is bound by the contents of City's Request for Proposal on file at the Public Works Department Contents of the CONTRACTOR's proposal, available on file at the Public Works Department and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposal and this Agreement shall take precedence over those contained in CONTRACTOR's proposal.

7. CITY MANAGEMENT

The Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by

CONTRACTOR, but not including the authority to enlarge the Scope of Work or change the compensation due to CONTRACTOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Scope of Work or change CONTRACTOR's compensation, subject to Section 7 hereof.

8. PAYMENT

a. City agrees to pay CONTRACTOR monthly, in accordance with the Proposal on file at the Public Works Department based upon actual time spent on the above tasks. **THIS AMOUNT SHALL NOT EXCEED _____** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any amendments or change orders that exceed the total threshold, shall require City Council approval. Any contracts, including contract amendments or change orders that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONTRACTOR shall submit invoices monthly for actual Work performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Work provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONTRACTOR's fees, it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Retention of securities: Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of CONTRACTOR.

e. Final Payment: Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the City to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the Work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

9. INSPECTION

City shall at all times have the right to inspect the Work and materials. CONTRACTOR shall furnish all reasonable aid and assistance required by City for the proper examination of the Work and all parts thereof. Such inspection shall not relieve CONTRACTOR from any obligation to perform said Work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

10. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the Work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then City may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said Project premises or any portion thereof, together with all material and equipment thereon, and may complete the Work contemplated by this Agreement or any portion of said Work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said Work, or the portion taken over by the City to another contractor or by a combination of such methods. In any event, the procuring of the completion of said Work, or the portion thereof taken over by the City, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the City, or the CONTRACTOR shall pay the City the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the City.

11. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONTRACTOR at least thirty (30) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all Work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, City shall pay to CONTRACTOR the actual value of the Work performed up to the time of termination, provided that the Work performed is of value to City. Upon termination of the Agreement pursuant to this Section, CONTRACTOR will submit an invoice to City pursuant to Section 7.c.

12. DEFAULT OF CONTRACTOR

a. CONTRACTOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONTRACTOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONTRACTOR for any Work performed after the date of default and can terminate this Agreement immediately by written notice to CONTRACTOR. If

such failure by CONTRACTOR to make progress in the performance of Work hereunder arises out of causes beyond CONTRACTOR's control, and without fault or negligence of CONTRACTOR, it shall not be considered a default.

b. If the City Manager or designee determines CONTRACTOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONTRACTOR a written notice of the default. CONTRACTOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONTRACTOR fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

13. OWNERSHIP OF DOCUMENTS

a. CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Work under this Agreement. CONTRACTOR shall maintain adequate records of Work provided in sufficient detail to permit an evaluation of Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at CONTRACTOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all Work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Work to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

14. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of funds greater than $10,000, records of both City and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

15. INDEMNIFICATION

CONTRACTOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, employees, agents and volunteers (collectively, City) from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and CONTRACTOR, or should City otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the City (and its officers, employees, agents and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City. However, without affecting the rights of City under any provision of this Agreement, CONTRACTOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

16. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and

coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

17. INDEPENDENT CONTRACTOR

a. CONTRACTOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Work under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONTRACTOR for performing Work hereunder for City. City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing Work hereunder.

c. Any and all employees or sub-contractors of CONTRACTOR under this Agreement, while engaged in the performance of any Work required by CONTRACTOR under this Agreement, shall be considered employees or sub-contractors of CONTRACTOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees or sub-contractors, while so engaged in any of the Work provided for or rendered herein shall not be City's obligation.

18. PREVAILING WAGE

Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Monterey County. Wage rates shall conform with those posted by CONTRACTOR and at the Project site. The following Labor Code sections are hereby referenced and made a part of this Agreement:

a. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
b. Section 1777.4 - Apprenticeship Requirements.
c. Section 1777.5 - Apprenticeship Requirements.
d. Section 1813 - Penalty for Failure to Pay Overtime.
e. Sections 1810 and 1811 - Working Hour Restrictions.

f. Section 1775 - Payroll Records.
g. Section 1773.8 - Travel and Subsistence Pay.
h. Section 1778 – Kickbacks.
i. Section 1779, 1780 – Acceptance of Fees.
j. Section 1771.4 – Certified Payroll.

Pursuant to the Labor Code, City is required to withhold from any progress payments owed to CONTRACTOR any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for Work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by CONTRACTOR against an awarding body for recovery of amounts withheld.

19. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Project performed under this Agreement.

20. CONFLICT OF INTEREST

CONTRACTOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement.

CONTRACTOR covenants that neither they nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. CONTRACTOR further covenants that CONTRACTOR has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that CONTRACTOR and/or its sub-contractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the Work under this Agreement.

If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing CONTRACTOR's and/or such other person's financial interests.

21. NO WAIVER OF BREACH/TIME

The waiver by CITY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

22. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

a. All information gained by CONTRACTOR in performance of this Agreement shall be considered confidential and shall not be released by CONTRACTOR without City's prior written authorization. CONTRACTOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives City notice of such court order or subpoena.

b. CONTRACTOR shall promptly notify City should CONTRACTOR, its officers, employees, agents, or sub-contractors 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 person or party regarding this Agreement and the Work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent CONTRACTOR and/or be present at any deposition, hearing, or similar proceeding. CONTRACTOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONTRACTOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

23. SUBSURFACE HAZARDOUS MATERIALS

a. In the event trenches or other excavations extend deeper than four (4) feet below the surface, 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 and Safety Code, that is required to be removed to

a Class I, Class II or Class III disposal site in accordance with the provisions of existing law;

ii. Subsurface or latent physical conditions at the site differing from those indicated; or

iii. Unknown physical conditions at the Project site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.

b. Upon receipt of said notification, City will 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 will issue a change order under the procedures described in the Specifications.

c. In the event a dispute arises between the City and CONTRACTOR 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, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all Work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

24. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if Work is not completed within the Agreement time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed CONTRACTOR shall pay to the City the $1,000 for each and every calendar day of delay beyond the Agreement Term, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Agreement activity.

CONTRACTOR expressly understands, acknowledges and agrees that such Liquidated Damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts Work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such Work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Agreement Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that City may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This

Section does not exclude recovery of damages under provisions of the Agreement Documents and is expressly in addition to the City's ability to seek other damages.

Parties will meet and agree on a Project schedule. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

25. WARRANTY

In addition to any and all warranties provided or implied by law or public policy, CONTRACTOR warrants that all Work (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that CONTRACTOR shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. CONTRACTOR further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of Work, CONTRACTOR shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and CONTRACTOR shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from CONTRACTOR's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by CONTRACTOR under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, CONTRACTOR shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by CONTRACTOR in the performance of the Services shall be new and best of kind.

CONTRACTOR hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

26. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from Work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the City under this Agreement.

27. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City Representative
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

To CONTRACTOR: _____
_____
_____
_____

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email. The parties may agree to notice by email.

28. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

29. ASSIGNMENT

CONTRACTOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

30. GOVERNING LAW

City and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. CONTRACTOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the

aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

31. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to reasonable attorney's fees, which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

32. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONTRACTOR warrants and represents that they have the authority to execute this Agreement on behalf of the CONTRACTOR and the authority to bind CONTRACTOR to the performance of its obligations hereunder.

33. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Any modification or amendment to this Agreement must be in writing.

34. WAIVER

Neither City nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

35. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control

36. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE	CONTRACTOR
By:_____ Department Director	By:_____ Contractor
Date: _____	Date: _____
By: _____ City Manager or Mayor	By: _____ City Administrative Services Department
Date: _____	Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Attachments:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Insurance Requirements
[Exhibit D	Request for Proposal]
[Exhibit E	Contractor's Proposal]
[Exhibit F	Federal Grant Requirements]

Exhibit A

Scope of Work/Services

Exhibit B

Insurance Specifications

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Builder's risk insurance (construction contracts as applicable). Upon commencement of construction and with approval of City, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and City, including its officers, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2)

coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its

officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONTRACTOR or City will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise requirements. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the City and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONTRACTOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work

[Exhibit F]

Federal Grant Requirements

[Procurement of Recovered Materials (§200.323)**]**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Domestic Preference (§ 200.322)

As appropriate and to the extent consistent with law, City, to the greatest extent practicable under this Agreement, establishes a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Contractor shall include the following requirements in all subawards including all contracts and purchase orders for work or products under this Agreement. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (§ 200.321)

City shall take all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, Contractor, and any of its subcontracts, shall comply with the following affirmative steps:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CITY OF PACIFIC GROVE
DESIGN PROFESSIONAL SERVICES AGREEMENT

This DESIGN PROFESSIONAL SERVICE AGREEMENT ("Agreement"), is made and effective as of [Insert date], between the City of Pacific Grove ("City"), a municipal corporation and [Insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on [Insert date] and shall remain and continue in effect until tasks described herein are completed, but in no event later than [Insert date], unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

   CONSULTANT shall perform the tasks and services ("Services") described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a Proposal from CONSULTANT, such Proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

3. PERFORMANCE

   CONSULTANT shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting their obligations under this Agreement. CONSULTANT has the duty to prepare design documents free from defects.

   [IF RFP, ADD: CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

   CONSULTANT is bound by the contents of City's Request for Proposal on file hereto and incorporated herein as Exhibit D, and the contents of the proposal submitted by CONSULTANT, available on file at the [insert location], hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's Proposal.]

4. CITY MANAGEMENT

   The City Manager, or designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Scope of Services or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on City's

behalf and to execute all necessary documents that enlarge the Scope of Services or change CONSULTANT's compensation, subject to Section 6 hereof.

5. PAYMENT

a. City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said Services.

d. CONSULTANT shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. CONSULTANT shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONSULTANT from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If City suspends or

terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to CONSULTANT the actual value of the Services performed up to the time of termination, provided the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

a. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

b. If the City Manager or designee determines that CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONSULTANT shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the Services under this Agreement.

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of funds greater than $10,000, records of both City and CONSULTANT shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION AND DEFENSE

Indemnification and Defense for Professional Services

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to City.

For all Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of City above for any liability, claim, demand, allegation against City arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless City, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising

out of, related to, any concurrent or contributory negligence on the part of the City, except for the sole or active negligence of, or willful misconduct of the City.

12. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

13. INDEPENDENT CONSULTANT

a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or independent contractor. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for City. City shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing Services hereunder.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer, employee or agent of the City has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any

Services to be performed as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services performed under the Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives City notice of such court order or subpoena.

b. CONSULTANT shall promptly notify City should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

c. If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing CONTRACTOR's and/or such other person's financial interests.

18. DISCRIMINATION

CONSULTANT agrees that in the performance of this Agreement, neither CONSULTANT nor any person acting on CONSULTANT's behalf shall discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: [Insert City Employee]
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Clerk

To CONSULTANT: _____

_____

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email. The parties may agree to notice by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the Services described in this Agreement. CONSULTANT may use assistants, under their direct supervision, to perform some of the Services under this Agreement.

[*If specific to Consultant*, add: CONSULTANT shall provide City fourteen (14) days' notice prior to the departure of [Insert name of particular person with expertise] from CONSULTANT's employ. Should [Insert name] leave CONSULTANT's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or

as may be otherwise agreed to in writing between City and the CONSULTANT. Before retaining or contracting with any sub-consultant for any Services under this Agreement, CONSULTANT shall provide City with the identity of the proposed sub-consultant, a copy of the proposed written contract between CONSULTANT and such sub-consultant, which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.]

22. LICENSES

At all times during the term of this Agreement, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. CONSULTANT shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

23. GOVERNING LAW

City and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or federal district court with jurisdiction over City. CONSULTANT agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts

24. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No amendment shall be valid unless in writing, executed by both parties.

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

26. WORK SCHEDULED/TIME OF COMPLETION

City and CONSULTANT agree that time is of the essence in this Agreement.

[*Note: This section is optional and should be included only when the project is particularly time-sensitive.*

City and CONSULTANT further agree that CONSULTANT's failure to perform Services on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars ($__.00) per day for each and every day such performance is late or delayed. City and CONSULTANT agree that such sum is reasonable and fair. Furthermore, City and CONSULTANT agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.]

27. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that they have the authority to execute this Agreement on behalf of the CONSULTANT and have the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE	CONSULTANT
By:_____	By:_____
Department Director	Consultant

Date: _____ Date: _____

By: _____ By: _____
City Manager or Mayor City Administrative Services Department

Date: _____ Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Attachments:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Insurance Requirements
[Exhibit D	Request for Proposal]
[Exhibit E	Consultant's Proposal]

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of City, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONSULTANT or City will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONSULTANT shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

REQUEST FOR PROPOSAL

EXHIBIT E

CONSULTANT'S PROPOSAL

CITY OF PACIFIC GROVE
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and effective **_____,** by and between the City of Pacific Grove, a municipal corporation ("City"), and _____ ("CONTRACTOR").

City wishes to retain the services of an experienced and qualified CONTRACTOR to provide [Describe services to be provided] ("Services"). CONTRACTOR represents and warrants that it is qualified to perform those Services. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   Unless terminated in accordance with Section 8 below, the AGREEMENT will continue in full force and effect from the Effective Date through [Insert Date]. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

2. SCOPE OF SERVICES

   CONTRACTOR will provide the Services listed in the Scope of Services attached hereto as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

3. PERFORMANCE

   a. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONTRACTOR hereunder in meeting its obligations under this Agreement.

   b. CONTRACTOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

   c. CONTRACTOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by CONTRACTOR or in any way affect the performance of its Services pursuant to this Agreement. CONTRACTOR shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this Section.

   d. CONTRACTOR must maintain a valid California Contractor's License throughout the term of this Contract.

e. CONTRACTOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither CONTRACTOR nor any person acting on CONTRACTOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. CONTRACTOR further agrees to comply with all laws with respect to employment when performing this Agreement.

f. CONTRACTOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this Agreement.

g. CONTRACTOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from CONTRACTOR, or from any officer, employee or agent of CONTRACTOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

[IF RFP ADD: CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONTRACTOR is bound by the contents of City's Request for Proposal on file hereto and incorporated herein as Exhibit E, and the contents of the proposal submitted by CONTRACTOR, available on file at the [insert location], hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in CONTRACTOR's Proposal.]

4. CITY MANAGEMENT

The City Manager, or designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONTRACTOR, but not including the authority to enlarge the Scope of Work or change the compensation due to CONTRACTOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change CONTRACTOR's compensation, subject to Section 6 hereof.

5. PAYMENT

a. For Services rendered pursuant to this AGREEMENT, CONTRACTOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for the Services initially contemplated by this AGREEMENT, exceed the sum of [Insert amount], unless otherwise first approved in writing by the City.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONTRACTOR shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of CONTRACTOR's fees, it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. LABOR CODE AND PREVAILING WAGE REQUIREMENTS**:**

a. CONTRACTOR agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. CONTRACTOR will forfeit the statutory penalty to City for each worker employed in the execution of this Agreement by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

b. Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement are available for download from the State website:

http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

c. CONTRACTOR must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Administrative Services Department and available to CONTRACTOR and any other interested party upon request.

d. CONTRACTOR, and any subcontractor engaged by CONTRACTOR, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) CONTRACTOR is responsible for

compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

e. CONTRACTOR must comply with all provisions of Labor Code section 1775. Under Section 1775, CONTRACTOR will forfeit the statutory penalty to City for each worker employed in the execution of the Agreement by CONTRACTOR or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. CONTRACTOR may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

   Nothing in this Agreement prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

f. CONTRACTOR has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies CONTRACTOR that CONTRACTOR is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

g. CONTRACTOR must comply with Labor Code section 1771.1(a), which provides that CONTRACTOR may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5. CONTRACTOR must obtain proof of such registration from all such subcontractors."

h. If federal funds are used to pay for the Work, CONTRACTOR and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

7. INSPECTION

City shall at all times have the right to inspect the work and materials. CONTRACTOR shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONTRACTOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONTRACTOR at least thirty (30) days prior written notice. Upon receipt of said notice, CONTRACTOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, City shall pay to CONTRACTOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONTRACTOR shall submit an invoice to City pursuant to Section 6.c.

9. DEFAULT OF CONTRACTOR/FORCE MAJEURE

a. CONTRACTOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONTRACTOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONTRACTOR for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONTRACTOR. If such failure by the CONTRACTOR to make progress in the performance of Services hereunder arises out causes beyond the CONTRACTOR's control, and without fault or negligence of the CONTRACTOR, it shall not be considered a default.

b. If the City Manager or designee determines CONTRACTOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONTRACTOR a written notice of the default. The CONTRACTOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONTRACTOR fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

a. CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONTRACTOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at CONTRACTOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONTRACTOR. With respect to computer files, CONTRACTOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than $10,000, records of both City and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

12. INDEMNIFICATION

CONTRACTOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, employees, agents, and volunteers (collectively, City) from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and CONTRACTOR, or should City otherwise find CONTRACTOR's legal counsel

unacceptable, then CONTRACTOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the City (and its officers, employees, agents and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City. However, without affecting the rights of City under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

No City officer, employee or agent shall be personally liable to CONTRACTOR, in the event of any default or breach by City or for any amount that may become due to CONTRACTOR.

13. INSURANCE

Without limiting CONTRACTOR's indemnification of City, and prior to commencement of work, CONTRACTOR shall obtain, provide, and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described in Exhibit C and in a form that is satisfactory to City.

14. INDEPENDENT CONTRACTOR

a. CONTRACTOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

c. Any and all employees or sub-contractors of CONTRACTOR under this Agreement, while engaged in the performance of any work or services required by CONTRACTOR under this Agreement, shall be considered employees or sub-contractors of CONTRACTOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. SUBCONTRACTORS

Before CONTRACTOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, CONTRACTOR must:

a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.

b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and

c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No City officer, employee of City, or their designees or agents, and no public officer who exercises authority over or responsibilities with respect to the Services provided under the Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

CONTRACTOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement, and shall comply with the City's conflict of interest code.

If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person performing Services under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing CONTRACTOR's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

a. All information gained by CONTRACTOR in performance of this Agreement shall be considered confidential and shall not be released by CONTRACTOR without City's prior written authorization. CONTRACTOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives City notice of such court order or subpoena.

b. CONTRACTOR shall promptly notify City should CONTRACTOR, its officers, employees, agents, or sub-contractors 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 person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent CONTRACTOR and/or be present at any deposition, hearing, or similar proceeding. CONTRACTOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONTRACTOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: (City Employee/Department)
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

To CONTRACTOR: _____
_____
_____
_____

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email.

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

CONTRACTOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. CONTRACTOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

24. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONTRACTOR shall continue to perform under this Agreement during any dispute. CONTRACTOR and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONTRACTOR warrants and represents that they have the authority to execute this Agreement on behalf of the CONTRACTOR and the authority to bind CONTRACTOR to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AMENDMENT

a. Any modification or amendment to this Agreement must be in writing.

b. Neither City nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

28. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE	CONTRACTOR
By:_____	By:_____
Department Director	CONTRACTOR
Date: _____	Date: _____
By: _____	By: _____
City Manager or Mayor	City Administrative Services Department
Date: _____	Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Attachments:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Insurance Requirements
[Exhibit D	Request for Proposal]
[Exhibit E	CONTRACTOR's Proposal]

Exhibit A

Scope of Work/Services

Exhibit B

Payment Schedule

Exhibit C

Insurance Specifications

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

CONTRACTOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONTRACTOR or City will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the City and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONTRACTOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

VERIFICATION OF CALIFORNIA CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date

CONTRACTOR (PRINT OR TYPE)

Date

Signature

(Public Contract Code § 6100)

CERTIFICATE REGARDING WORKERS' COMPENSATION

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.

_____
Name (print or type)

_____ _____
Date Signature

CERTIFICATE REGARDING DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION

I certify, under penalty of perjury, that Contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor's Department of Industrial Relations registration number is _____.

_____
Name & Title (print or type)

_____ _____
Date Signature

(Labor Code section 1725.5)

LIST OF SUBCONTRACTORS

WORK IDENTIFICATION:

_____

NAME AND ADDRESS OF BIDDER: _____

_____

Name/Address/Phone No./State License Number of Subcontractor/City of Pacific Grove Business License Number	Department of Industrial Relations Registration Number*	Items of Work	Portion of Work (% of Contract Price)
		% of Total Contract Price by Subcontract	
		% of Total Contract Price by Contractor	

*Pursuant to Division 2, Part 7, Chapter 1, (commencing with section 1720 including section 1725.5) of the Labor Code

CITY OF PACIFIC GROVE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT ("PSA") FOR NON-CONSTRUCTION PROJECTS ("Agreement"), is made and effective as of [Insert date], between the City of Pacific Grove ("City"), a municipal corporation and [Insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on [Insert date] and shall remain and continue in effect until the tasks described herein are completed, but in no event later than [Insert date], unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

   CONSULTANT shall perform the tasks and services ("Services") described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

3. PERFORMANCE

   CONSULTANT shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all Services described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting their obligations under this Agreement.

   [IF RFP ADD: CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

   CONSULTANT is bound by the contents of City's Request for Proposal on file hereto and incorporated herein as Exhibit D, and the contents of the proposal submitted by CONSULTANT, available on file at _____, hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.]

4. CITY MANAGEMENT

   The City Manager, or their designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Scope of Work or change the

compensation due to CONSULTANT. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Scope of Work or change CONSULTANT's compensation, subject to Section 6 hereof.

5. PAYMENT

a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars ($__.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.

d. CONSULTANT shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. CONSULTANT shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONSULTANT from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City

suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to CONSULTANT the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

a. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONSULTANT shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the Services under this Agreement.

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than $10,000, records of both City and CONSULTANT shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION AND DEFENSE

Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless City and any and all of its officers, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of Services under this Agreement. CONSULTANT's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence.

Duty to defend

In the event City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, CONSULTANT shall defend City at CONSULTANT's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

12. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

13. INDEPENDENT CONSULTANT

a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or independent contractor. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for City. City shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing Services hereunder.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer, employee or agent of City has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any Services to be performed as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No officer, employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services performed under the Agreement

during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives City notice of such court order or subpoena.

b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

[Note: The following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and uses those funds to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study.

c. [CONSULTANT covenants that neither CONSULTANT nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any Services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and

agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the Services under this Agreement.]

d. If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing CONTRACTOR's and/or such other person's financial interests.

18. DISCRIMINATION

CONSULTANT agrees that in the performance of this Agreement, neither CONSULTANT nor any person acting on CONSULTANT's behalf shall discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: [Insert City Employee]
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Clerk

To CONSULTANT: _____

_____

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to service by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CITY. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the Services described in this Agreement. CONSULTANT may use assistants, under their direct supervision, to perform some of the Services under this Agreement.

[If specific to Consultant, add: CONSULTANT shall provide City fourteen (14) days' notice prior to the departure of [Insert name of particular person with expertise] from CONSULTANT's employ. Should [insert name] leave CONSULTANT's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between City and the CONSULTANT. Before retaining or contracting with any sub-consultant for any Services under this Agreement, CONSULTANT shall provide City with the identity of the proposed sub-consultant, a copy of the proposed written contract between CONSULTANT and such sub-consultant, which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.]

22. LICENSES

At all times during the term of this Agreement, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. CONSULTANT shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

23. GOVERNING LAW

City and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or federal district court with jurisdiction over City. CONSULTANT agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

24. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this

Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. No amendment shall be valid unless in writing, executed by both parties.

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

26. WORK SCHEDULED/TIME OF COMPLETION

City and CONSULTANT agree that time is of the essence in this Agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that they have the authority to execute this Agreement on behalf of the CONSULTANT and have the authority to bind CONSULTANT to the performance of its obligations hereunder.

28. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE	CONSULTANT
By:_____ Department Director	By:_____ Consultant
Date: _____	Date: _____
By: _____ City Manager or Mayor	By: _____ City Administrative Services Department
Date: _____	Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	[Exhibit D	Request for Proposal]
	[Exhibit E	Consultant's Proposal]

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of City, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONSULTANT or City will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONSULTANT shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

REQUEST FOR PROPOSAL

EXHIBIT E

CONSULTANT'S PROPOSAL

CITY OF PACIFIC GROVE
VENDOR SERVICES AGREEMENT

This VENDOR SERVICES AGREEMENT ("Agreement") is made and effective **_____,** by and between the City of Pacific Grove, a municipal corporation ("City"), and _____ ("VENDOR").

City wishes to retain the services of an experienced and qualified VENDOR to provide [Describe services to be provided] ("Services"). VENDOR represents and warrants that it is qualified to perform those Services. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   Unless terminated in accordance with Section 8 below, the AGREEMENT will continue in full force and effect from the Effective Date through [Insert Date]. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

2. SCOPE OF SERVICES

   VENDOR will provide the Services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

3. PERFORMANCE

   a. VENDOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of VENDOR hereunder in meeting its obligations under this Agreement.

   b. VENDOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

   c. VENDOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by VENDOR or in any way affect the performance of its Services pursuant to this Agreement. VENDOR shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of VENDOR to comply with this Section.

d. VENDOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither VENDOR nor any person acting on VENDOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. VENDOR further agrees to comply with all laws with respect to employment when performing this Agreement.

e. VENDOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

f. VENDOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from VENDOR, or from any officer, employee or agent of VENDOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

[IF RFP ADD: CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

VENDOR is bound by the contents of City's Request for Proposal on file hereto and incorporated herein as Exhibit D, and the contents of the proposal submitted by VENDOR, available on file at the [insert location], hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in VENDOR's Proposal.]

4. CITY MANAGEMENT

The City Manager, or designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by VENDOR, but not including the authority to enlarge the Scope of Work or change the compensation due to VENDOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change VENDOR's compensation, subject to Section 6 hereof.

5. PAYMENT

a. For Services rendered pursuant to this AGREEMENT, VENDOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for the

Services initially contemplated by this AGREEMENT, exceed the sum of [Insert amount], unless otherwise first approved in writing by the City.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. VENDOR shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of VENDOR's fees, it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. VENDOR shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve VENDOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon VENDOR at least thirty (30) days prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, City shall pay to VENDOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, VENDOR shall submit an invoice to City pursuant to Section 6.c.

8. DEFAULT OF VENDOR/FORCE MAJEURE

a. VENDOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event that VENDOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating VENDOR for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the VENDOR. If such failure by the VENDOR to make progress in the performance of Services hereunder arises out causes beyond the

VENDOR's control, and without fault or negligence of the VENDOR, it shall not be considered a default.

b. If the City Manager or designee determines VENDOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon VENDOR a written notice of the default. The VENDOR shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event VENDOR fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. VENDOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at VENDOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of VENDOR. With respect to computer files, VENDOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than $10,000, records of both City and VENDOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION

VENDOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, employees, agents, and volunteers (collectively, City) from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with VENDOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and VENDOR, or should City otherwise find VENDOR's legal counsel unacceptable, then VENDOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The VENDOR shall promptly pay any final judgment rendered against the City (and its officers, employees, agents and volunteers) with respect to claims determined by a trier of fact to have been the result of the VENDOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

VENDOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City. However, without affecting the rights of City under any provision of this agreement, VENDOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of VENDOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

No City officer, employee or agent shall be personally liable to VENDOR, in the event of any default or breach by City or for any amount that may become due to VENDOR.

12. INSURANCE

Without limiting VENDOR's indemnification of City, and prior to commencement of work, VENDOR shall obtain, provide, and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described in Exhibit C and in a form that is satisfactory to City.

13. INDEPENDENT CONTRACTOR

a. VENDOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of VENDOR shall at all times be under VENDOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of VENDOR or any of VENDOR's officers, employees, or agents, except as set forth in this Agreement. VENDOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. VENDOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except for the fees paid to VENDOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to VENDOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to VENDOR for injury or sickness arising out of performing services hereunder.

c. Any and all employees or sub-contractors of VENDOR under this Agreement, while engaged in the performance of any work or services required by VENDOR under this Agreement, shall be considered employees or sub-contractors of VENDOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the VENDOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. SUBCONTRACTORS

Before Vendor retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.

b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and

c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

15. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No City officer, employee of City, or their designees or agents, and no public officer who exercises authority over or responsibilities with respect to the Services provided under the Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. CONFLICT OF INTEREST

VENDOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement, and shall comply with the City's conflict of interest code.

If City determines VENDOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), VENDOR shall complete and file and shall require any other person performing Services under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing VENDOR's and/or such other person's financial interests.

17. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

a. All information gained by VENDOR in performance of this Agreement shall be considered confidential and shall not be released by VENDOR without City's prior written authorization. VENDOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided VENDOR gives City notice of such court order or subpoena.

b. VENDOR shall promptly notify City should VENDOR, its officers, employees, agents, or sub-contractors 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 person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to

represent VENDOR and/or be present at any deposition, hearing, or similar proceeding. VENDOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by VENDOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: (City Employee/Department)
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

To Vendor: _____
_____
_____
_____

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

VENDOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

22. GOVERNING LAW

City and VENDOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. VENDOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

23. DISPUTE RESOLUTION; ATTORNEY'S FEES

VENDOR shall continue to perform under this Agreement during any dispute. VENDOR and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of VENDOR warrants and represents that they have the authority to execute this Agreement on behalf of the VENDOR and the authority to bind VENDOR to the performance of its obligations hereunder.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. AMENDMENT

a. Any modification or amendment to this Agreement must be in writing.

b. Neither City nor VENDOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

27. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE	VENDOR
By:_____	By:_____
Department Director	Vendor
Date: _____	Date: _____
By: _____	By: _____
City Manager or Mayor	City Administrative Services Department
Date: _____	Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Attachments: Exhibit A Scope of Services
Exhibit B Payment Schedule

Exhibit C Insurance Requirements
[Exhibit D Request for Proposal]
[Exhibit E Vendor's Proposal]

Exhibit A

Scope of Work/Services

Exhibit B

Insurance Specifications

General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VENDOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

VENDOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by VENDOR or City will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the City and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. VENDOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Exhibit C

Payment Schedule

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Gho, Public Works Director / Deputy City Manager

MEETING DATE: September 21, 2022

SUBJECT: Friends of Perkins Park

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive report;
2. Authorize staff to work with the Friends of Perkins Park to enhance existing park conditions utilizing donations received by the Friends;
3. Provide additional input.

DISCUSSION

Beginning in the 1940s, gardener and self-styled adventurer Hayes Perkins transformed a poison oak-infested ocean bluff in Pacific Grove, California into a dazzling springtime carpet of fluorescent-purple ice plant. The area, now named Perkins Park, is renowned for its "purple carpet," drosanthemum floribundum, that blooms in early April through May.

About a decade ago, the purple carpet bloom had become sparse, primarily due to drought, invasive plant species, rodents, and reduction of the use of traditional pesticides. Five years ago, the City allocated funding to support a dedicated employee for Perkins Park to revive the parks former glory. A dedicated employee, paired with a robust volunteer program, has resulted in the park making a significant turnaround. The 2022 Perkins Park bloom was one of the best in the last 10 years.

Although the park conditions have improved over the last few years, continued maintenance requires significant effort, primarily in the form of labor.

To guide the City on proper maintenance techniques and activities to ensure Perkins Park flourishes, the City prepared a Perkins Park Landscape Plan. The Perkins Park Landscape Plan was approved as part of the FY19/20 Capital Improvement Program with the intent to develop a vegetation management plan for Perkins Park, from Lovers Point to Esplanade, that provided the City with a maintenance plan and blueprint to ensure the beloved park flourishes. The City Council received the final Landscape Plan and directed staff to proceed with the option to enhance existing park conditions. This would require dedicating additional labor and materials to park maintenance.

To the best of the Public Works Department's abilities, given existing budget and staffing constraints,

enhancing existing conditions has been implemented. Additional maintenance needs have been met by in-house crews and the support of volunteers, when feasible. Material costs are absorbed by the Public Works operating budget, as there is not a dedicated fund for Perkins Park. This is where the fundraising efforts by the Friends of Perkins Park will be a valuable resource.
The Friends of Perkins Park have reached an agreement with the Pacific Grove Rotary where the rotary will serve as the recipient of donations earmarked for the park. Donors that reach a specific donation milestone, will have the opportunity to name their donation on a recognition sign or plaque, that will be placed within the park. Specifics regarding the donation thresholds, sign design, and sign location have yet to be determined.

All donations received will be restricted for use of Perkins Park materials, such as iceplant, decomposed granite, and irrigation repairs, and/or for additional labor during the winter months when the weeds flourish at the park. The labor could be in the form of seasonal City employees or contract services, such as a landscaping crews. If the City and Friends of Perkins Park move forward with any type of contract services, City staff will have to follow all contracting requirements and discuss the contractual services with the General Employees Association prior to execution of a contract.

OPTIONS

Do nothing.

FINANCIAL IMPACT:

There is no impact to the general fund by authorizing staff to work with the Friends of Perkins Park.

GOAL ALIGNMENT: City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, and parks and trails.

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Jenny McAdams, Councilmember
MEETING DATE:	September 21, 2022
SUBJECT:	Discussion on City Efforts Regarding the 29 Pacific Grove Homeless Residents
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Hold a discussion regarding the 29 homeless residents that live in the City of Pacific Grove and the City's efforts to address our unhoused residents.
2. Provide staff direction on next steps.

DISCUSSION

From 2019 to 2022 the homeless residents that live in the City of Pacific Grove increased from 14 to 29. Per the 2022 Monterey County Homeless Count and Survey Comprehensive Report (Point in Time Count), the data shows the City of Pacific Grove was one of two Monterey County jurisdictions that saw an increase in their homeless residents. All other Monterey County jurisdictions saw a decrease in their unhoused residents, while our homeless population doubled. The City of Pacific Grove has more homeless residents than the cities of: Greenfield, Carmel, Del Rey Oaks, Soledad, Sand City, Gonzales, and ½ of King City combined.

Even though the City is not moving forward with applying for Homekey funding, our 29 confirmed homeless residents are still in need of permanent housing.

Some questions for consideration and discussion:

- Do we as a City and community want to see a decrease in our unhoused residents?
- If so, then how and what efforts would our community and City leadership support?
- Should the City engage with community outreach on homeless solutions, education on services available for the unhoused, and how housing supports homeless residents?
- What are the current City efforts to decrease the number of homeless residents in the City of Pacific Grove?

GOAL ALIGNMENT

Increase Affordable Housing: Determine policies, projects and programs that will advance the effort to

create new affordable housing in the City.

Transparency, Accountability and Communication: Implement programs, processes, revisions and training to improve and advance the City's efforts.

City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks and trails to better serve the community, anticipate future needs and prevent further degradation.

ELECTRONIC ATTACHMENTS

1. 2022 Monterey County Point in Time Count
2. Figure 6: Homeless Population by Jurisdiction

OPTIONS

1. Provide direction to staff begin community engagement on homeless solutions, community education on homelessness, and City opportunities.
2. Provide other direction to staff.
3. Take no action

FINANCIAL IMPACT:

There is no financial impact to hold a conceptual discussion.

GOAL ALIGNMENT: See Goal Alignment within Discussion section.

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jenny McAdams, Councilmember
MEETING DATE: September 21, 2022
SUBJECT: Automatic Funding Mechanism for TAKE PART Program
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Implement an automatic funding mechanism for Fund 25 in the amount of $10,00 to sustain the TAKE PART Program.

DISCUSSION
Many have experienced financial hardship throughout the pandemic. This includes residents of the City of Pacific Grove, and especially our working families. In August of 2020 the City Council approved the "TAKE PART" Program which provides financial assistance for income qualifying households to assist with Recreation Department programming fees. As the City of Pacific Grove continues to focus on investing in our parks and expanding our Recreation Department programming, continued access to our recreation offerings, regardless of ability to pay, is a service our City needs to continue.

There is $33,000 available in Fund 25 which funds the TAKE PART Program. However, there is no funding mechanism in place for when, and if, Fund 25 is depleted. Approving an automatic funding mechanism in the amount of $10,000 to replenish Fund 25 will sustain the TAKE PART Program for our Pacific Grove families and access to recreation opportunities for our youth.

ATTACHMENTS
1. TAKE PART Progam Information

OPTIONS
None.

FINANCIAL IMPACT:
There is no financial impact to institute a funding mechanism. Financial impact will occur when Fund 25 is depleted.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.