



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL AGENDA

Mayor Dave Potter, Council Members Jeff Baron,
Karen Ferlito, Bobby Richards, and Carrie Theis
Contact: 831.620.2000 www.ci.carmel.ca.us

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

CITY COUNCIL SPECIAL MEETING Monday, November 1, 2021 3:00 PM

Governor Newsom's Executive Order N-29-20 has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Also, see the Order by the Monterey County Public Health Officer issued March 17, 2020. The health and well-being of our residents is the top priority for the City of Carmel-by-the-Sea. To that end, this meeting will be held via teleconference and web-streamed on the City's website ONLY.

Click the following link to attend via Zoom (or copy and paste link in your browser); <https://ci-carmel-ca-us.zoom.us/j/87895473724?>; Meeting ID 878 9547 3724; Passcode (if needed): 024399; dial 1 253 215 8782

The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be added to the agenda and made part of the record.

OPEN SESSION

3:00 P.M.

CALL TO ORDER AND ROLL CALL

EXTRAORDINARY BUSINESS

PUBLIC APPEARANCES

Members of the Public are invited to speak on any item that does not appear on the Agenda and that is within the subject matter jurisdiction of the City Council. The exception is a Closed Session agenda, where speakers may address the Council on those items before the Closed Session begins. Speakers are usually given three (3) minutes to speak on any item; the time limit is in the discretion of the Chair of the meeting and may be limited when appropriate. Applicants and appellants in land use matters are usually given more time to speak. If an individual wishes to submit written information, he or she may give it to the City Clerk. Speakers and any other members of the public will not approach the dais at any time without prior consent from the Chair of the meeting.

ANNOUNCEMENTS

CONSENT AGENDA

Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Council, Board or Commission or the public may ask that any items be considered individually for purposes of Council, Board or Commission discussion and/ or for public comment. Unless that is done, one motion may be used to adopt all recommended actions.

1. Monthly Reports for September: 1) City Administrator Contract Log; 2) Community Planning and Building Department Reports; 3) Police, Fire, and Ambulance Reports; 4) Public Records Act Requests, and 5) Public Works Department Report
2. September 2021 Check Register Summary
3. Resolution 2021-067 authorizing the City Administrator to execute an agreement with CSG Consultants, Inc. for on-call building and code compliance services from July 1, 2021 to June 30, 2022 for an amount not to exceed \$200,000 and approving a budget appropriations transfer to the Fiscal Year 2021-2022 Adopted Budget
4. Resolution 2021-068 authorizing the City Administrator to execute a professional services agreement with United Public Safety for parking and code enforcement citation processing services for the term of November 1, 2021 through October 31, 2024 for a not-to-exceed-amount of \$67,350.
5. Resolution 2021-069 approving the submittal of a 2021 Urban and Community Forestry Grant application to Cal Fire to supplement funding for the Urban Forest Management Plan
6. Resolution 2021-070 authorizing the City Administrator to execute amendments to the Professional Services Agreements with Rincon Consultants, Inc. and Dudek for on-call environmental services for a combined not-to exceed fee increase of \$101,000 and authorize a budget amendment of \$75,000 to the Fiscal Year 2021-2022 Adopted Budget.
7. Resolution 2021-071 Designating Agents Authorized to Execute Applications with the California Governor's Office of Emergency Services to Obtain Financial Assistance for Disaster Relief
8. Resolution 2021-072 Of The City Council Of The City Of Carmel- by-the-Sea Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)
9. Resolution 2021-073 authorizing the City Administrator to execute a professional services agreement with Bob Murray & Associates for executive recruitment services for Public Safety Director/Police Chief and Director of Library and Community Activities for a not-to-exceed- amount of \$51,000.

CLOSED SESSION

3:00 P.M.

CLOSED SESSION

- A. Public Employee Performance Evaluation pursuant to Government Code Section 54957; Title: City Administrator
- B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6;

Agency designated representatives: City Administrator Chip Rerig and Assistant City Administrator Maxine Gullo; Unrepresented employees: Assistant City Administrator, Public Works Director, Community Planning & Building Director, Director of Budget and Contracts, Library & Community Activities Director, Director of Public Safety, Finance Manager, City Clerk, Information Systems/Network Manager

- C. Conference with Legal Counsel – Anticipated Litigation, Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) - Number of potential cases; One case

FUTURE AGENDA ITEMS

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, outside the Park Branch Library, NE corner of Mission Street and 6th Avenue, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda, received after the posting of the agenda will be available for public review at City Hall located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

City Administrator Contract Log FY 2020-2021

[illegible]



CITY OF CARMEL-BY-THE-SEA

Monthly Report

September 2021

Community Planning and Building Department

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Margi Perotti, Administrative Coordinator
SUBMITTED ON:	October 5, 2021
APPROVED BY:	Brandon Swanson, Community Planning & Building Director

SEPTEMBER 2021 – DEPARTMENT ACTIVITY REPORT

I. PLANNING APPLICATIONS:

In September of 2021, **35** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In September of 2021, **34** Building Permit applications were received.

III. CODE COMPLIANCE CASES:

In September of 2021, **7** new code compliance cases were created.

IV. ENCROACHMENT APPLICATIONS:

In September of 2021, **36** encroachment permit applications were received.

V. YEAR-TO-DATE TRENDS

Table 1 includes the September 2021 totals, for planning and building permit applications, encroachments and code compliance cases with a comparison to September 2020 totals. As shown in the table, in 2021 there was a **31% increase** in planning permit applications, a **3% decrease** in building permit applications, **56% decrease** in code compliance cases, and a **21% increase** in encroachment permit applications compared to the same period 2020.

Table 1. Permit Application Totals

	<u>Planning</u>	<u>Building</u>	<u>Code Compliance</u>	<u>Encroachments</u>
2020 Totals	258	390	109	278
2021 Totals	337	380	48	337
% Difference	31%	-3%	-56%	21%



Planning Permit Report

09/01/2021 - 09/30/2021

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
21348	Banners	Installation of ten double banner poles along Ocean Avenue for Carmel Culinary Week.	Ocean Ave from Monte Verde to Junipero	9/30/2021		In Review
21347	Historic Evaluation	Historic Evaluation for remodel	Camino Real 4 SE of Ocean	10/1/2021		Pending Assignment
21346	Banners	Installation of four single sided and two double sided banner at Sunset Center for the 2021 Carmel Bach Festival. Installation to run from October 23 - November 5.	Sunset Center, SE Corner San Carlos & 8th	9/29/2021	10/1/2021	Approved
21345	Preliminary Site Assessment	Addition and remodel to existing SFD, potential conversion of the garage to an ADU	Mission 2 SE of 13th	9/30/2021		In Review
21344						Pending Assignment
21343	Business License	Retail Children's clothes, gifts, shoes and mommy and me items	Hampton Court 7th and San Carlos Unit #3	9/30/2021		In Review
21342	Design Study	Approval of this Design Study authorizes the installation of a new grape stake fence along the southern and western property line located within an existing stonewall. The fence shall be constructed with grape stakes and posts nor fence shall exceed 48" tall for the length of the fence. The project shall be consistent with the plans and project description received by the Community Planning & Building Department on September 28, 2021 excepted as modified by the conditions of approval below.	NWC Dolores & 10th	9/28/2021	9/28/2021	Approved
21341	Sign	New sign for Business	Carmel Plaza - Mission and Ocean	9/30/2021		In Review

21340	Business License	New Women's & Children's retail clothing and gifts	Carmel Plaza, Suite 115 , Ocean Avenue and Mission Street			In Review
21339	Business License	New Fine Clothiers	Carmel Plaza	9/28/2021		In Review
21338	Preliminary Site Assessment	Preliminary Site Assessment	San Antonio 3 NW of 11th			In Review
21337	Design Study	Replace (e) stone walkways and patios with new sand-set stone walkways and patios. Construct new stone clad garden walls 24" high. Construction of a new 10 x 10 wood deck at (e) garage. New deck approximately 14" above grade. Remove portion of (e) adobe brick walkway to offset added site coverage. No increase in coverage proposed.	San Carlos 2 NW of 2nd	9/30/2021		In Review
21336	Design Study	Interior - Remodel to update finishes, cabinetry, plumbing fixtures, appliances, lighting, and electrical. Exterior - Replace all windows & ext. doors, add 1 wdw. & 1 skylight. Repair roofing & siding as required. New paint at all wood areas. Site - Remove diseased oak tree. Replace stone paving at courtyard. Re-align stone walk at street to enhance driveway and garage access. Repair / add to crumbled asphalt in r.o.w. Add outdoor shower. No structural changes proposed. No building footprint changes proposed.	Casanova 6 SE of 4th	9/30/2021		In Review
21334	Banners	Installation of 10 banners along Ocean Ave, utilizing 10 banner poles with one banner per pole. Installation dates: 11-26/21 - 12/6/21. Contact: Tia Rosenblum (831) 233-2513	Ocean Ave from Junipero to Monte Verde	9/23/2021	10/1/2021	Approved
21333	Design Review	At 1,500 sq. ft. tile area remove existing tile; install 2 new layers of UDL underlayment and salvage tiles back on. At flat 500 sq ft section, prepare roof for new tan single ply roof membrane over one layer of fire rated sheet and 1/2" insulation making it a class	Dolores between 7th and Ocean	9/21/2021		In Review

		"A" roof to match previous section of roof done last year.				
21332	Preliminary Site Assessment	PSA to remodel existing 1,574 sf House and attached garage	4th 2 NE of Lobos	9/21/2021		In Review
21331	Preliminary Site Assessment	Preliminary Site Assessment for proposed Track 2 Design Study	Torres Street 4 SE of 4th Avenue	9/21/2021		In Review
21330	Design Study	Revisions to a previously approved plan (BP21-138), addition of laundry and foyer and bathroom reconfigurations. Minor modifications to existing deck. Windows replace and revised.	Camino Del Monte 4 NW of San Carlos or you can Say Mission 3 SW of 2nd.	9/21/2021		In Review
21329	Landscape Plan Check/Inspection	New Landscape Planting	Torres Street 5 Southwest of Mountain View Avenue	9/21/2021		In Review
21328	Sign	Sign for Business - wants to use sign that was previously installed at a different location	Mission Street between 5th and 6th - Gillette Building	9/21/2021		In Review
21327	Design Review	Addition of 3 apartments to the rear of the existing building	East side Dolores between Ocean and 7th	9/15/2021		In Review
21326	Historic Evaluation	Historic Evaluation for remodel	Santa Fe 2 NE of 6th	9/15/2021		In Review
21325	Landscape Plan Check/Inspection	New Landscape Planting	Camino Real Street 5 southwest of 13th Avenue	9/21/2021		In Review
21324	Sign	New Business Sign	SWC 5th and San Carlos	9/13/2021		In Review
21323	Preliminary Site Assessment		Pine Ridge Way	9/13/2021		In Review
21322	Design Study	Addition of 18 x 42" skylight in bathroom of previously approved Residential remodel and addition	Camino Real 3 NW of 2nd	9/13/2021		In Review
21321	Historic Evaluation	Historic Evaluation	Dolores 3 SW of 13th	9/13/2021		Closed

21319	Preliminary Site Assessment	Remodel addition to existing SFD, new ADU	San Antonio 1 NW of 9th	9/21/2021		In Review
21318	Design Study	Add 298 sq/ft replacing an existing deck with a sunroom and a new staircase (inside) to connect the house to the attached garage. Replace the (E) front façade with a high STC rated glazing system to block out the road noise.	Santa Lucia Ave 2 NE of Casanova, Carmel Ca	9/13/2021		In Review
21317	Administrative Determination	replace driveway and remove a 28" diameter pine tree	San Carlos 1 NW of 3rd			Closed
21316	Design Study	Replace 66 feet fence line on east side, replace 17 feet west fence to include pedestrian gate. Add garbage bin enclosure. Remove asphalt driveway and replace with permeable mission pavers. construct permeable paver back patio	2996 Franciscan Way	9/13/2021		In Review
21315	Business License	This business license BL 21-315 (Monroe & Grace) authorizes use of a 600 square foot commercial space operating as an office offering the following goods and services. a. Primary Use: This use is classified as a Interior Design Service (NAICS 541410): i. This industry comprises establishments primarily engaged in planning, designing, and administering projects in interior spaces to meet the physical and aesthetic needs of people using them, taking into consideration building codes, health and safety regulations, traffic patterns and floor planning, mechanical and electrical needs, and interior fittings and furniture. Interior designers and interior design consultants work in areas, such as hospitality design, health care design, institutional design, commercial and corporate design, and residential design. This industry also includes interior decorating consultants engaged exclusively in providing	SE Corner of Monte Verde and Ocean Avenue	9/2/2021	9/22/2021	Approved

		aesthetic services associated with interior spaces.				
21314	Preliminary Site Assessment	PSA	San Antonio 2 NW of 11th	9/21/2021		In Review
21313	Design Study	Remove on exterior wall of the house to have shingles removed and replace with stucco to match resto of the house	NEC Camino Real and 9th (Blue Door House)	9/7/2021		In Review
21312	Business License	This business license authorizes use of a 1680 square foot retail space featuring dance and active wear for adults and children: a. Primary Use: This use is classified as a Family Clothing Store (NAICS 448140):i. Establishments primarily engaged in retailing a general line of new clothing for men, women, and children without specializing in sales for an individual gender or age group. These establishments may provide basic alterations, such as hemming, taking in or letting our seams, or lengthening or shortening sleeves.	San Carlos 3 SE of 5th	9/1/2021	9/22/2021	Approved

Total Records: 35

10/5/2021



Building Permit Report

09/01/2021 - 09/30/2021

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
210407	9/30/2021		Remodel of one full bathroom.	30,000	Building	San Carlos 2 SW of 9th
210406	9/30/2021	9/30/2021	Replace 2 20a 120v receptacles with 2 20a 240v receptacles for washer & dryer. Contact: DSA Electric (831) 648-9359	150	Electrical	NE Corner of Santa Fe & Mountain view
210405	9/29/2021		Install new 4' high grape-stake fence along 10th and Dolores facing sides of property. 811# X127201510. Contact: Alan Unger (831) 406-0387	0	Exempt Work	NW Corner of Dolores & 10th
210404	9/29/2021	9/29/2021	Replace a fence that fell down. Use pressure treated 4x4's for posts and redwood for fencing. Fence to be 4' tall in front setback and 6' tall at side. Contact: Bill Bellatty (850) 288-9053	0	Exempt Work	Santa Fe 2 NE of 6th
210403	9/29/2021	9/29/2021	Replace 50' of 4" clay sewer drainline using the trenchless system. Contact: Chris Wilson Plumbing (831) 393-9321	15,892	Plumbing	San Antonio 5 SW of Ocean
210402	9/28/2021		New Roof mount, grid tied PV 5.04 kW/ New ESS 26 kw	54,215	Electrical	Vizcaino 11 SW of Mtn View
210401	9/28/2021	9/28/2021	Construct new deck to cover existing concrete in the backyard. Deck to be not more than 18" above grade. Contact: Jiaxiang Zhang (831) 887-8567	0	Exempt Work	Junipero 4 NW of 10th
210400	9/27/2021		New 24lw generac generator at rear of property, install gas and electrical	12,000	Building	Casanova 8 SE of 12th

			line to generator. Contact: Miranda G Construction (831) 794-2184			
210399	9/27/2021	9/28/2021	Re roof asphalt shingles in color Brown to new Malarkey 30 year asphalt shingles in color Midnite Black. Contact: Noble Pride Roofing (831) 241-7779	8,200	Roofing	Torres 4 NW of 10th
210398	9/27/2021	9/28/2021	Saw cut and remove limited portion of sidewalk along Mission St adjacent to Boost Pilates suite of Sunset Terrace, approximately 30' of work area. Replace gas pipe with new, repair sidewalk. Contact: Harvest Construction. (831) 647-3139	5,000	Plumbing	NW Corner of Mission & 8th
210397	9/24/2021	9/24/2021	Construct a redwood arbor, 8' tall, 4' deep and 12' wide in the courtyard, approx.. 4' off property line. Contact: Rich Scholten (408) 839-0697	0	Building	SE Corner of Lincoln & 8th
210396	9/22/2021	10/1/2021	Update construction at (e) space to serve as a pantry. New location for 1 exterior window, new louvered garden doors. Contact: Jeff DiBenedetto (831) 277-0052	49,000	Building	2946 Santa Lucia
210395	9/21/2021		Replace shower tile in two bathroom showers, replace vanity cabinets, update light fixtures and plumbing fixtures. Contact: Giles Healey Construction (831) 601-1152	40,000	Building	Carmelo 4 SW of 7th
210394	9/21/2021	9/21/2021	Install new backup emergency generator, automatic transfer switch, and concrete pad. Contact: Conte's Generators (831) 375-1463	15,200	Mechanical	Carmelo 6 NW of 4th
210393	6/3/2021		Residential. Construction of new 500sf JADU	0	Building	Santa Fe 3 SW of 4th

210392	9/20/2021	9/21/2021	Tear off (e) roof and install American Slate roof in color Majestic Matterhorn. Contact: Williams Roofing Company (831) 758-2749	42,000	Roofing	Monte Verde 3 NE of 6th
210391	9/20/2021	9/23/2021	Remove (e) comp and wood shingle roof and replace with (n) GAF Grand Sequoia composition shingles. Contact: Steve Alvarado Roofing & Construction (559) 673-1242	23,000	Roofing	Junipero 5 NW 10th
210390	9/20/2021	9/20/2021	Repaint exterior of home same color and seal exterior trim. Contact: George's Professional Painting (408) 316-4691	0	Exempt Work	SE Corner of Lincoln & 13th
210389	9/20/2021		Interior remodel of (e) SFR. Convert (e) office in first floor to master bathroom, change (e) bathroom to be connected to (e) bedroom as a master bathroom. Reducing the size of (e) bathroom to turn it into a powder room with a wet bar. Remodel (e) kitchen and removing interior wall and fireplace in living room. Remodel master walk-in closet at master bathroom on second floor. Conduct associated site improvements with new deck and replacing deteriorated handrails.	1,000,000	Building	Scenic 5 SE of 13th
210388	9/16/2021	9/16/2021	Residential. Installation of spa. Contact: RJL Construction (415) 272-8621	1,000	Plumbing	26162 Ladera
210387	9/15/2021	9/16/2021	Commercial. Mount post in ground and attach book shrine. Contact: Cleve Waters (831) 901-7127	0	Building	East Side of Lincoln between Ocean & 6th
210386	9/15/2021	9/15/2021	Residential. Upgrade from 125 Amp to 200 Amp panel and move from overhead electrical service to underground electrical service.	3,000	Electrical	SW Corner of Scenic & Ocean

			Contact: JRBC Electric (831) 659-0653			
210385	9/14/2021	9/21/2021	Residential. Remove & replace damaged 4x12" decking. Complete bridge road surface to be replaced in kind. CONDITION: IF SUBSTRUCTURE DAMAGE FOUND IN COURSE OF WORK, WORK IS TO STOP AND A BUILDING PERMIT IS TO BE APPLIED FOR. Contact: Carroll & Strong Builders (831) 277-8296	45,000	Building	10 Carmel Way
210384	9/13/2021		Commercial. Interior remodel for office and bathroom tenant improvements. Exterior new facade alterations, door and tile remodel at south elevations. Contact: Hale Construction (831) 805-441-7689	860,000	Building	6th 2 NW of Mission
210383	9/10/2021		Relocate washer and dryer from main house to garage. Install a 240v/70a sub panel in the garage. Remove existing washer and dryer from main house. In the garage, add new laundry sink, electrical outlets, rough-in for future e-car charging station, and lighting.	5,000	Electrical	SW Corner of Camino Real & 2nd
210382	9/10/2021	9/10/2021	Residential. Fence replacement in-kind. Contact: Valverde Building Contractor Inc. (831) 258-4805	0	Exempt Work	Junipero 3 NE of 8th
210381	9/9/2021	9/9/2021	Residential. Install a 100k BTU two-stage 95% efficient American Standard furnace. Install a 50 gallon natural gas Bradford-White water heater. Contact: Chris Wilson Plumbing (831) 393-9321	9,512	Mechanical	Lincoln 4 NE of 13th
210380	9/8/2021		Interior remodel of (3) bathrooms.	15,000	Building	26070 Ridgewood Road

210379	9/8/2021		A 58 sf addition with bathrooms and kitchen remodel. New windows and new deck.	200,000	Building	1st 2 SW of Valley Way
210378	9/8/2021	9/16/2021	Installation of roof-mounted PV solar system, Qty 10 REC 365aa panels and Qty 10 Enphase Energy IQ7+ micro-inverters. Contact: SOLEX (831) 241-1891	14,161	Electrical	Santa Rita 4 NW of 4th
210377	9/3/2021	9/3/2021	Residential. Replace main electrical panel in-kind with new 100 amp panel. Contact: Excel Electric (831) 901-0990	500	Electrical	San Carlos 4 SW of 12th
210376	9/3/2021	9/9/2021	Commercial. Installation of two safety rails in the Sunset Center lobby. Contact: Metal Specialists (831) 375-0375	12,000	Building	SE Corner of San Carlos & 8th
210375	9/2/2021		Commercial. Change lighting to can lights, close existing door, addition of a new door, and partial bathroom remodel. Contact: Vogler Builders (831) 291-0153	20,000	Building	SE Corner of Ocean & Monte Verde, Basement Unit
210374	9/1/2021	9/1/2021	Commercial. Phased demolition permit for building "A" and "B". Contact: Avila Construction Co (831) 372-5580	500	Demolition	NE Corner of San Carlos & 5th

Total Records: 34

10/5/2021



Code Compliance Report

09/01/2021 - 09/30/2021

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
21074	Building Violation	Open	Dolores SW of Ocean	Blocked parking spaces	9/1/2021	
21073	Sign Violation	Open	NWC Junipero and 6th	Exterior sign	9/7/2021	
21072	Short-term Rental	Open	Dolores 2 NW of 11th	Transient Rental	9/3/2021	
21071	Short-term Rental	Open	San Carlos 2 SW of 13th	Transient Rental	9/1/2021	
21070	Short-term Rental	Open	2552 Santa Lucia	Transient Rental	9/1/2021	
21068	Tree Violation	Open	Lobos 3 NW of 3rd	Tree root cutting	9/2/2021	1/1/1900
21067	Right of way Violation	Closed	NWC Dolores and 6th	Digging in street	9/1/2021	9/1/2021

Total Records: 7

10/5/2021



Encroachment Permit Report

09/01/2021 - 09/30/2021

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
210226	Temp Ench	9/30/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Scenic 6.5 SW of Ocean	9/30/2021	Issued
210225	Temp Ench	9/29/2021	Applicant to trench, backfill, and install electric substructures. PG&E to install new underground electric service	Santa Rita & 5th		In Review
210224	Temp Ench	9/29/2021	Crane the same size as previously used will arrive in Post Office parking lot at 8:00 am. Purpose is to deliver roof trusses and roof sheathing to jobsite. Goal is to have work complete by 12:00 pm. Half of the Post Office parking lot to be fenced off for public safety, flagman also provided. Contact: Harvest Construction (831) 647-3139	5th 2 NE of San Carlos	9/29/2021	Issued
210223	Temp Ench	9/28/2021	Install new 1" water service. Excavation size: 70'x18". Contact: CalAm Water (831) 646-3273	9th 2 SE of Dolores		In Review
210222	Temp Ench	9/29/2021	Remove and replace storm drain pipe from building through sidewalk	6th between San Carlos and Dolores		In Review
210221	Temp Ench	9/27/2021	Sawcut and remove limited portion of sidewalk along Mission St, adjacent to Boost Pilates suite of Sunset Terrace. Roughly 30 sf to access gas meter, replace (e) gas pipe with new. Repair sidewalk. Contact: Harvest Construction (831) 647-3139	NW Corner of Mission & 8th	9/28/2021	Issued
210220	Temp Ench	9/27/2021	Saw cut 5'x5' sf of blacktop. Replace 6'x4' pipe burst, 40' of new sewer. Compact, backfill, and repour AC. CONDITION: CARPENTER IS AN ASPHALT OVER CONCRETE STREET. FINAL PATCH REQUIRED TO BE 6" OF ASPHALT IN TWO LIFTS. Contact: Mr. Rooter (831) 277-0292	Carpenter 2 SW of 4th	9/27/2021	Issued

210219	Temp Ench	9/24/2021	Replace 50' of 4" clay sewer drain line using the trenchless system. Contact: Chris Wilson Plumbing (831) 393-9321	San Antonio 5 NE of Ocean	9/29/2021	Issued
210218	Temp Ench	9/24/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Monte Verde 3 SW of 7th	9/24/2021	Issued
210217	Temp Ench	9/24/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Lincoln 3 NE of 10th	9/29/2021	Issued
210216	Temp Ench	9/22/2021	TCP for MH & SB access - Rod/Rope, place & splice new fiber cable. No excavation taking place. AT&T Job #A0269EF. Contact: AT&T (831) 424-2393	Intersections of Monte Verde/7th & Lincoln/7th	9/22/2021	Issued
210215	Temp Ench	9/20/2021	Relocate water service & meter. 3 total excavations 1 - 4'x4' and 2 - 3'x3'. 811# X126301737. Contact: CalAm Water (831) 646-3273	Ocean 3 NE of Guadalupe	9/21/2021	Issued
210214	Temp Ench	9/20/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Scenic 5 SE of 9th	9/20/2021	Issued
210213	Temp Ench	9/20/2021	Remove and replace storm drain from easement through sidewalk	6th 4 SW of San Carlos		In Review
210212	Temp Ench	9/15/2021	Fence off front paver driveway for storage and staging area. Contact: McNamee Construction (831) 801-8000	Camino Real 3 NW of 8th	9/15/2021	Issued
210211	Temp Ench	9/14/2021	Applicant to trench and backfill all, PG&E to replace riser and install TPX secondary cable and new TPX service cable. PM #35243244. Contact: PG&E (408) 478-1894	9th 2 SE of Dolores	9/14/2021	Issued
210210	Driveway	9/14/2021	Driveway apron repair.	4905 Monterey Street		In Review
210209	Temp Ench	9/14/2021	Replace sewer lateral using pipe bursting. 811# X125202633. Contact: Rooter King (831) 394-5315	25983 Mission	9/14/2021	Issued
210208	Temp Ench	9/13/2021	Replace sewer lateral using pipe bursting. 811# W12530004. Rooter King (831) 394-5315	Dolores 3 NW of 13th	9/14/2021	Issued
210207	Temp Ench	9/13/2021	Replace sewer lateral using pipe bursting. 811# X125300564. Rooter King (831) 394-5315	Mission 4 SW of 10th	9/14/2021	Issued

210206	Temp Ench	9/13/2021	Replace sewer lateral using pipe bursting. 811# W125600152. Contact: Rooter King (831) 394-5315	SW Corner of Lobos & 1st	9/14/2021	Issued
210205	Temp Ench	9/10/2021	33'x10' Asphalt patch for Cal Am Job #1031. Contact: Coastal Paving & Excavating (831) 262-1425	Casanova 70' North of Ocean	9/10/2021	Issued
210204	Temp Ench	9/9/2021	Close one lane of road to facilitate for concrete pumping truck. Contact: Paul Doble (928) 922-3970	Carmelo 2 NW of 9th	9/10/2021	Issued
210203	Temp Ench	9/9/2021	Work for Carmel Lodge Renovation Project. Encroachment onto public right of ways on Mission St, San Carlos & 5th Ave. Work involves scaffolding over sidewalks, demolishing exterior building finishes, sidewalk improvements, driveway approach, and utility connections/tie ins. Temporary fence will be set up on street side of sidewalk for duration of project. Sidewalk closure signage will be set up to direct foot traffic across to nearest intersections. Temporary street closures on Mission, San Carlos & 5th for utility tie ins. Contact: Avila Construction (831) 372-5580	NE Corner of San Carlos & 5th	9/29/2021	Issued
210202	Driveway	9/9/2021	Replacement of Driveway. Contact: Joel Virgen (831) 512-3166	San Carlos 2 NW of 3rd	9/9/2021	In Review
210201	Temp Ench	9/8/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	NW Corner of Dolores & 10th	9/9/2021	Issued
210200	Temp Ench	9/8/2021	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Lincoln 5 NE of 3rd	9/9/2021	Issued
210199	Temp Ench	9/8/2021	Sewer lateral replacement, install SRV & BWV. 811# W124500394. CONDITION: Carpenter is an asphalt over concrete street. Final patch will need to be 6" of asphalt in two lifts. Contact: Easy Drains Plumbing (831) 521-6882	NW Corner of Carpenter & 4th	9/20/2021	Issued
210198	Temp Ench	9/8/2021	Sewer lateral replacement, install SRV, install BWV. 811# X124500474. Contact: Easy Drains Plumbing (831) 521-6882	Dolores 3 SE of Vista	9/8/2021	Issued

210197	Temp Ench	9/8/2021	Replace waste line, approx 60'. Expose end of line connections to install 4" ABS/SDR with trenchless waste line replacement system. Install 2 way clean out and backwater valves. Contact: RK Wilson Plumbing (831) 915-1101	SE Corner of Lincoln and 3rd	9/8/2021	Issued
210196	Temp Ench	9/8/2021	PG&E to replace bent 3x5 steel lid. PM# 44966291. Contact: PG&E (831) 713-6019	Intersection of San Carlos & 4th	9/8/2021	Issued
210195	Temp Ench	9/3/2021	Saw cut asphalt out to the street. Excavate down to mainline, remove cast iron carmel trap, one way clean out & pipe to existing SPR in street. Replace with new ABS pipe and sewer relief valve. Contact: PSTS (831) 659-2465	25964 Mission St	9/8/2021	Issued
210194	Temp Ench	9/2/2021	12'x7' Asphalt patch for CalAm Job #1028. Contact: Coastal Paving and Excavating (831) 262-1425	Ocean btwn Mission & San Carlos	9/2/2021	Issued
210193	Temp Ench	9/2/2021	Temporarily close the sidewalk to allow the removal of roofing materials and to safely load new roofing materials onto the roof structure. Contact: Scudder Roofing (831) 384-1500	NW Corner of Dolores & 6th		In Review
210192	Temp Ench	9/2/2021	Replace sewer lateral, install SRV, install BWV. Contact: Easy Drains Plumbing (831) 521-6882	NW Corner of Dolores & 6th	9/2/2021	In Review
210191	Perm Ench		Replace Steps to front gate destroyed during construction, mitigate hillside erosion, and restore public access pathway	Camino Real 3 SE of Ocean Ave		

Total Records: 36

10/5/2021



CITY OF CARMEL-BY-THE-SEA

Monthly Report

September 2021

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brian Uhler, Public Safety Director

SUBMITTED DATE: October 18, 2021

APPROVED BY: Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance September Calls for Service

AMBULANCE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of September 2021 the ambulance was not able to meet the performance measure. The response time was 88.89% with (3) code-3 calls over 5 minutes.

34 Calls for service in CBTS Average response time: 3:21 min.

26 Code 3 calls for service –Three calls over 5:00 min.

09/07/21; 7:35pm; (6:07 min); Mission and 3rd - Responding from CDR

09/18/21; 11:13am; (5:16 min); Dolores and 7th - Incorrect address

09/20/21; 11:12pm; (5:10); Camino Real and 8th - Police action ambulance to stage created time lag

MONTEREY FIRE REPORT

Summary of Monterey Fire September Calls for Service

FIRE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of September 2021 the fire department was not able to meet the performance measure. The response time was 92.5% with (3) code-3 calls over 5 minutes.

58 total calls for service in CBTS Average response time: 3:25 min.

40 total Code-3 calls – Three calls over 5:00 min.

09/12/21; 3:57 pm; (6:11 min); 25985 Junipero - Delay due to traffic

09/13/21; 3:18 pm; (6:18 min) N Casanova and 2nd - Delay due to distance

09/18/21; 11:12 am; (5:16 min); Dolores and 7th - Police action ambulance and fire to stage

BEACH FIRES

There were 9 illegal beach fires recorded during the month of September.

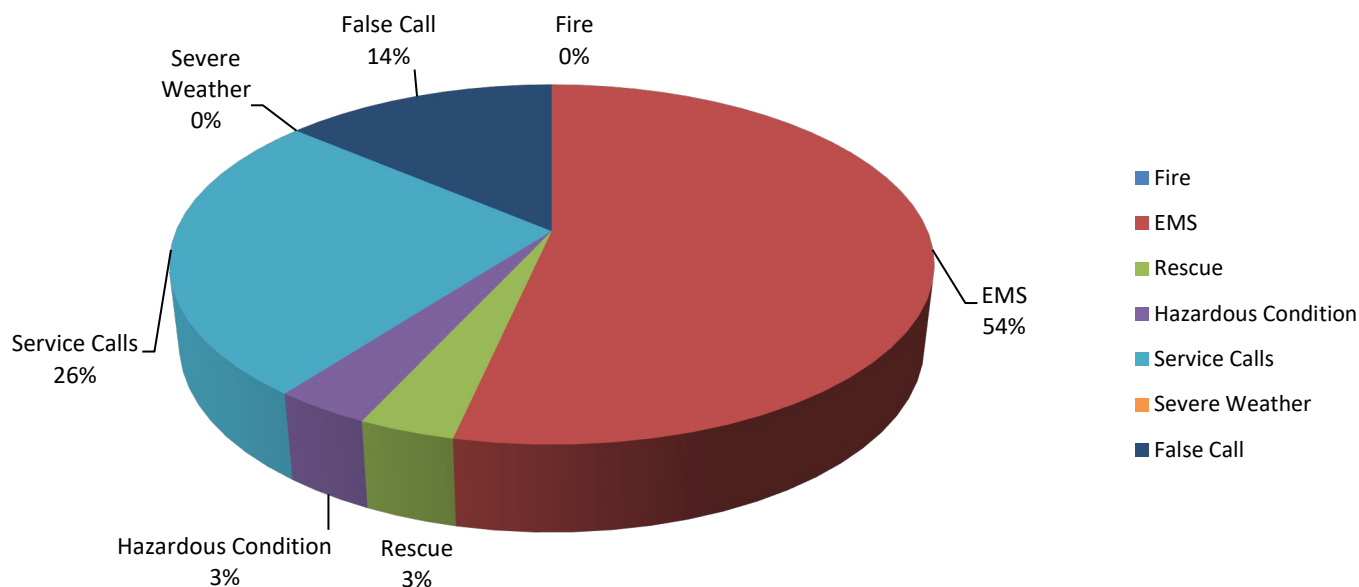


CARMEL-BY-THE-SEA SEPTEMBER 2021 Response Summary Report by Incident Type



Type of Call	Number	Average Response Time
Fire	0	0:00
EMS	31	2:51
Rescue	2	3:35
Hazardous Condition	2	4:48
Service Calls	15	4:46
Severe Weather	0	0:00
False Call	8	4:49

Total Responses	58	3:25
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Total Code 3 Calls:	40
Response Times for Code 3 Calls ≤ 5 minutes:	92.5%



RESPONSE SUMMARY REPORT BY INCIDENT TYPE
27060 CARMEL-BY-THE-SEA
Alarm Date From: 9/1/2021 To: 9/30/2021



Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
300-321 Series (EMS)						
Medical assist, assist EMS crew	9/12/2021 11:34 AM	210912-MNT05750	0:01:22	TORRES ST	5TH AVE	3
Medical assist, assist EMS crew	9/12/2021 3:57 PM	210912-MNT05758	0:06:11	25985 JUNIPERO ST		3
Medical assist, assist EMS crew	9/12/2021 7:03 PM	210912-MNT05763	0:02:55	SAN CARLOS ST	2ND AVE	3
Medical assist, assist EMS crew	9/14/2021 8:30 AM	210914-MNT05799	0:02:36	JUNIPERO AVE	3RD AVE	3
Medical assist, assist EMS crew	9/18/2021 11:34 AM	210918-MNT05892	0:03:36	DOLORES ST	5TH AVE	3
Medical assist, assist EMS crew	9/18/2021 3:07 PM	210918-MNT05899	0:02:44	OCEAN AVE	SCENIC RD	3
Medical assist, assist EMS crew	9/19/2021 4:54 PM	210919-MNT05917	0:02:13	5TH AVE	MISSION ST	3
Medical assist, assist EMS crew	9/20/2021 1:53 AM	210920-MNT05926	0:03:38	4TH AVE	MISSION ST	3
Medical assist, assist EMS crew	9/24/2021 6:22 PM	210924-MNT06044	0:02:16	MONTE VERDE ST	OCEAN AVE	3
Medical assist, assist EMS crew	9/28/2021 6:30 PM	210928-MNT06126	0:03:58	MONTE VERDE ST	11TH AVE	3
Medical assist, assist EMS crew	9/28/2021 7:22 PM	210928-MNT06127	0:02:42	GUADALUPE ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	9/4/2021 10:47 AM	210904-MNT05557	0:02:08	OCEAN AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	9/4/2021 12:20 PM	210904-MNT05559	0:02:23	5TH AVE	LINCOLN ST	3
EMS call, excluding vehicle accident with injury	9/7/2021 7:34 PM	210907-MNT05646	0:02:22	MISSION ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	9/8/2021 1:39 PM	210908-MNT05660	0:02:21	MISSION ST	3RD AVE	3
EMS call, excluding vehicle accident with injury	9/8/2021 3:08 PM	210908-MNT05666	0:02:13	DOLORES ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	9/8/2021 3:42 PM	210908-MNT05667	0:02:41	SCENIC RD	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	9/9/2021 11:22 AM	210909-MNT05686	0:02:23	OCEAN AVE	JUNIPERO AVE	3
EMS call, excluding vehicle accident with injury	9/9/2021 4:32 PM	210909-MNT05691	0:01:04	MISSION ST	7TH AVE	3
EMS call, excluding vehicle accident with injury	9/10/2021 11:44 PM	210910-MNT05715	0:03:00	4TH AVE	MISSION ST	3
EMS call, excluding vehicle accident with injury	9/11/2021 12:59 AM	210911-MNT05716	0:02:31	OCEAN AVE	MONTE VERDE ST	3
EMS call, excluding vehicle accident with injury	9/16/2021 11:35 AM	210916-MNT05845	0:03:07	OCEAN AVE	DEL MAR AVE	3
EMS call, excluding vehicle accident with injury	9/17/2021 8:09 AM	210917-MNT05859	0:02:43	SAN ANTONIO AVE	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	9/17/2021 8:40 AM	210917-MNT05860	0:00:40	MONTE VERDE ST	6TH AVE	3
EMS call, excluding vehicle accident with injury	9/17/2021 10:15 PM	210917-MNT05880	0:04:10	CAMINO REAL ST	4TH AVE	3
EMS call, excluding vehicle accident with injury	9/19/2021 11:43 AM	210919-MNT05912	0:04:04	3080 RIO RD		3
EMS call, excluding vehicle accident with injury	9/20/2021 9:27 AM	210920-MNT05930	0:02:39	DOLORES ST	5TH AVE	3
EMS call, excluding vehicle accident with injury	9/20/2021 5:05 PM	210920-MNT05944	0:01:42	5TH AVE	SAN CARLOS ST	3
EMS call, excluding vehicle accident with injury	9/20/2021 11:11 PM	210920-MNT05955	0:04:54	8TH AVE	CAMINO REAL ST	3
EMS call, excluding vehicle accident with injury	9/23/2021 8:02 PM	210923-MNT06022	0:02:56	MISSION ST	OCEAN AVE	3
EMS call, excluding vehicle accident with injury	9/30/2021 11:26 AM	210930-MNT06167	0:04:19	CAMINO REAL ST	8TH AVE	3
31			0:02:51			

Incident	Alarm Date	Incident Number	Response Time	Combined Address	Cross Street	Priority
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322-399 Series (Rescues)

Lock-in (if lock out , use 511)	9/10/2021 6:09 PM	210910-MNT05712	0:03:04	JUNIPERO AVE	3RD AVE	2
Rescue or EMS standby	9/30/2021 2:46 PM	210930-MNT06171	0:04:07	OCEAN AVE	SANTA FE ST	3
2			0:03:35			

400 Series (Hazardous Material)

Gas leak (natural gas or LPG)	9/19/2021 5:00 PM	210919-MNT05918	0:04:27	SANTA RITA ST	3RD AVE	3
Accident, potential accident, other	9/11/2021 3:59 PM	210911-MNT05728	0:05:08	DOLORES ST	13TH AVE	2
2			0:04:48			

500 & 600 Series (Service Calls)

Water evacuation	9/27/2021 12:48 PM	210927-MNT06100	0:05:41	CASANOVA ST	12TH AVE	2
Water or steam leak	9/15/2021 7:20 AM	210915-MNT05820	0:03:15	SAN CARLOS ST	7TH AVE	2
Public service assistance, other	9/14/2021 4:03 PM	210914-MNT05807	0:02:07	CAMINO REAL ST	9TH AVE	2
Assist police or other governmental agency	9/2/2021 1:40 AM	210902-MNT05506	0:03:13	JUNIPERO AVE	7TH AVE	3
Police matter	9/23/2021 7:25 PM	210923-MNT06020	0:03:22	CARPENTER ST	6TH AVE	2
Public service	9/1/2021 7:45 AM	210901-MNT05489	0:04:43	DOLORES ST	VISTA AVE	2
Public service	9/14/2021 6:37 PM	210914-MNT05811	0:03:50	SANTA FE ST	OCEAN AVE	2
Assist invalid	9/7/2021 2:32 AM	210907-MNT05616	0:04:19	SAN CARLOS ST	8TH AVE	2
Assist invalid	9/20/2021 9:29 AM	210920-MNT05931	0:12:17	TORRES ST	9TH AVE	2
Assist invalid	9/27/2021 10:35 PM	210927-MNT06114	0:10:01	CARMELO ST	9TH AVE	2
Good intent call- Other	9/18/2021 11:12 AM	210918-MNT05891	0:05:16	DOLORES ST	7TH AVE	3
No incident found on arrival at dispatch address	9/4/2021 11:58 PM	210904-MNT05573	0:02:25	SAN CARLOS ST	7TH AVE	3
No incident found on arrival at dispatch address	9/19/2021 10:10 AM	210919-MNT05910	0:03:32	4TH AVE	DOLORES ST	2
No incident found on arrival at dispatch address	9/27/2021 7:01 AM	210927-MNT06096	0:02:17	13TH AVE	DOLORES ST	2
No incident found on arrival at dispatch address	9/29/2021 2:10 PM	210929-MNT06141	0:05:07	LINCOLN ST	12TH AVE	2
15			0:04:46			

700 Series (False Alarms)

Smoke detector activation, no fire - unintentional	9/29/2021 10:51 AM	210929-MNT06135	0:05:30	8TH AVE	SCENIC RD	2
Detector activation, no fire - unintentional	9/24/2021 2:11 PM	210924-MNT06034	0:02:34	JUNIPERO AVE	6TH AVE	3
Detector activation, no fire - unintentional	9/28/2021 9:13 AM	210928-MNT06119	0:07:28	CAMINO REAL ST	11TH AVE	2
Alarm system activation, no fire - unintentional	9/13/2021 3:18 PM	210913-MNT05784	0:06:18	N CASANOVA ST	2ND AVE	3
Alarm system activation, no fire - unintentional	9/17/2021 7:11 AM	210917-MNT05857	0:03:18	MONTE VERDE ST	7TH AVE	3
Alarm system activation, no fire - unintentional	9/19/2021 8:33 PM	210919-MNT05922	0:05:32	2957 SANTA LUCIA		2
Alarm system activation, no fire - unintentional	9/29/2021 12:11 PM	210929-MNT06138	0:05:07	8TH AVE	SCENIC RD	2
Medical Alarm device activation, no medical	9/29/2021 9:44 PM	210929-MNT06151	0:02:46	MISSION ST	3RD AVE	3
8			0:04:49			

Over 5 Minute Response Times Cause of Delay: Code 3 Responses

210912-MNT05758	Delay due to traffic
210918-MNT05891	Directions/wrong address given at dispatch
210913-MNT05784	Delay due to distance

Code 2 Calls	18
Code 3 Calls	40
Total # of Incidents	58
% Under 5 Minute Response Time	92.5%

September 2021 PRA

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2021-060	9/2/2021	9/12/2021	I am requesting all permits issued for Oak Tree Lodge, Mission between 5th & 6th for the last 5 years for the whole property. In particular, I am looking for any building/remodeling permits pertaining to unit's #4, #3, #6 and #8. If they don't exist, I would like to know. Hopefully they are digitized, if not I will come retrieve copies if I must.	David Michelson	9/24/2021	9/6 sent email to request appt to review file
2021-062	9/1/2021	9/11/2021	Lot # and Block # and coordinate location such as Carmelo 2 NW of 9th for my following neighbors	Natasha Witt	9/9/2021	
2021-063	9/9/2021	9/19/2021	Lot # and Block # and coordinate location such as Carmelo 2 NW of 9th for my following neighbors - additional request	Natasha Witt	9/20/2021	
2021-064	9/10/2021	9/20/2021	copy of the City's entire file related to the above referenced Use Permit application of Verizon Wireless, including with all documents, reports, analysis, studies, correspondence or meeting notes related to this application and the associated Coastal Development Permit for the installation and operation of a wireless telecommunications facility on a replacement utility pole in the public right of way located in the Multi-Family Residential (R-4) District on the east side of Carmelo Street South of 8th Ave.	Mary Crowe	9/24/2021	
2021-065	9/17/2021	9/27/2021	public records request to the City of Carmel by the Sea for all current employee/staff contact information. The request is limited to readily available records in any electronic format. Alternatively, if the information is readily available on your website, please let us know where and we will obtain it from there.	Karen Garcia, IDAR Group	9/20/2021	
2021-066	9/23/2021	10/3/2021	Please forward your policy on handling PROFESSIONAL CONDUCT COMPLAINTS.	Theresa Buccola	10/7/2021	10/1/21 clarification request sent
2021-067	9/23/2021	10/3/2021	1. As of 5 pm on Friday, 17 September 2021, how many City Council authorized employment positions per the adopted 2021-22 FY budget, were vacant, both full-time and part-time? Please provide a list of the authorized but vacant positions.	Douglas Schmitz	9/27/2021	
			2. As of 5 pm on Friday, 17 September 2021, how many vacant positions were actively being advertised?			

September 2021 PRA

			3. As of 5 pm on Friday, 17 September 2021, what publications, mediums or venues were these vacancies being advertised seeking applicants? Please provide a listing of the publications, mediums or venues and the positions being recruited in each.			
			4. What was the status as of 5 pm on Friday, 17 September 2021, of the infamous "6th paramedic" position that has been vacant for a number of years?			
			5. Per the City Council FY Budget for 2019-20, how many full-time and part-time positions were approved for the Harrison Memorial Library?			
			6. Per the City Council FY Budget for 2021-22, how many full-time and part-time positions were approved for the Harrison Memorial Library?			
2021-068	9/24/2021	10/4/2021	in October of last year, our City Council approved a legal agreement with Verizon "committing it to revising its ordinance banning cell towers in residential neighborhoods & acknowledging the threat of legal action if Verizon doesn't get what it wants ". Please email me this document. Please also include the minutes of the City Council discussion about this agreement with Verizon & lastly the Councilmembers votes for & against it.	Michael McWalters	9/24/2021	
2021-069	9/24/2021	10/4/2021	information requested North side of 8th Avenue between Junipero Avenue and Mission Street. please send me all written information, including maps, exhibits for this please as so stated in the Public Notice on page 25 of the carmel pine cone dated 9/24/2021	Steve Dallas	9/24/2021	

September 2021 PRA

2021-070	9/24/2021	10/4/2021	<p>Sale of Public Property: North Side of Eighth Avenue between Junipero Avenue and Mission Street Please provide me copies of any City Council minutes between November 1, 2018 and September 24,2021 regarding any discussions or actions pertaining to the disposition, or possible disposition, of any public property on Eighth Avenue between Junipero Avenue and Mission Street. Included in this request are copies of any agendas for Closed (Executive) Sessions of the City Council for the same period of time where there would be listed/identified any discussions regarding the disposition of aforementioned properties along Eighth Avenue between Junipero Avenue and Mission Street. Additionally, if any minutes exist of City Council Closed (Executive) Sessions on this topic, and those minutes would now be available to the public, I would like a copy of those minutes.</p>	Steve Dallas	9/27/2021	
2021-071	9/27/2021	10/7/2021	<p>Carmel Lodge Encroachment Permit – Grease Trap With regard to the above referenced proposed encroachment, please provide copies of all communications and documents between the persons listed below for the period of September 10, 2021 through today, September 27, 2021, pertaining to: grease trap, sewer lateral, sewer cleanout, public storm drainage system and public sidewalk for the renovation/remodel of the Carmel Lodge located on San Carlos Street at Fifth Avenue. Please include documents that show the site plans that were submitted for the proposed encroachment/remodel project. Additionally, please provide any communications (sent or received) between staff of the City of Carmel-by-the-Sea and any employee of the Carmel Area Wastewater District (or any private individual and CAWD where City staff have been copied).</p>	Carolyn Hardy	10/5/2021	
2021-072	9/27/2021	10/7/2021	<p>provide a copy of the deed held by the City of Carmel-by-the-Sea for the Scout House located at Mission St. & 8th Avenue</p>	Steve Dallas	10/5/2021	

September 2021 PRA

2021-073	9/28/2021	10/8/2021	The earliest minutes of your city council that are typewritten/The earliest minutes of your city council that took place after the surrender of Germany and Japan in WWII (the dates are May 8, 1945 and August 15, 1945)/The earliest minutes of your city council that took place on or after January 1, 2000	Robert Malkamp	9/28/2021	
2021-074	9/29/2021	10/9/2021	Carmel Lodge Encroachment Permit – Grease Trap	Steve Dallas	10/7/2021	
			In regard to the above referenced proposed encroachment, please provide copies of all communications and documents between the persons listed below for the period of August 1, 2021 through today, September 29, 2021 , pertaining to: grease trap, sewer lateral, sewer cleanout, public storm drainage system and public sidewalk in regards to the renovation/remodel of the Carmel Lodge (formerly Carmel Sands) hotel/restaurant at San Carlos and Fifth Avenue in Carmel-by-the-Sea between San Carlos Street at Fifth Avenue.			
			Please include all documents that show the site plans that were submitted for the proposed encroachment/remodel project.			
			Brandon Swanson			
			Chip Rerig			
			Agnes Martelet			
			Bob Harray			
			Jermel Laurie			
			Marnie R. Waffle			
			Evan Kort			
			Bo Grunde			
			Rob Culver			
			Jesse Garibay			
			Cleve Waters			
			Sara Davis			
			Mark Stilwell			
			And, any other individual who has communicated with the city on this issue.			

September 2021 PRA

			Additionally, please provide any communications (sent or received) between staff of the City of Carmel-by-the-Sea and any employee of the Carmel Area Wastewater District (or any private individual and CAWD where City staff have been copied).			

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Phone	Info Requested	Status	Date & PSO Mailed
2020-0001	9/2/2021	9/12		9/2/21 DA	Nathan Richardson	808-426-3517	CG1700596	completed	9/2/21 DA
2020-0002	9/2/2021	9/12/2021		9/2/21 DA	Orney John Klopenstein		CQ2100420	Denied/Ref to DA	9/2/21 DA
2020-0003	9/8/2021	9/18/2021		9/9/21 DA	Lexis Nexis		CC2100419	completed	9/9/21 DA
2020-0004	9/16 DA	9/26/2021		9/16 DA	Lexis Nexis		CA2100390	completed	9/16 DA
2020-0005	9/20/2021	9/30/2021		9/28 DA	Melissa Rodriguez		CC2100458	completed	redacted report mailed by DA
2020-0006	9/21/2021	10/1/2021		9/23 DA	Catherine Fanoe	831-596-0123	CG2000579	completed	9/23 DA
2020-0007	9/22/2021	10/2/2021		9/24 DA	Kaufman Law		CA2100390	completed	emailed by DA
2020-0008	9/22/2021	10/2/2021			Sabrina Wilbur		CG2100413	denied	denied
2020-0009	9/22/2021	10/2/2021		9/23 DA	Mircea Jutaru		CC2100523	completed	9/23 DA
2020-0010	9/27/2021			09/27 MJR	Lexis Nexis		CA2100458	completed	Mailed MJR
2020-0011	9/28/2021	10/8/2021		9/29 DA	Terrence Garrity		CG2100422	completed	mailed by Da
2020-0012	9/28/2021	10/8/2021		9/29 DA	Lexis Nexis		CG2100435	report not ready	mailed notice back to requestor



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report – September 2021

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robert Harary, P.E., Director of Public Works

SUBMITTED ON: October 6, 2021

APPROVED BY: Chip Rerig, City Administrator

City Council Meeting of September 7, 2021

- Adopted Resolution 2021-046 declaring Carmel Cares an official City Support Group.
- Adopted Resolution 2021-048 approving the new Integrated Pest Management Policy.
- Adopted Resolution 2021-050, extending a professional services agreement with Native Solutions to June 30, 2023 and increasing fees by \$20,000, for North Dunes monitoring.
- Authorized staff to apply for up to a \$500,000 Coastal Conservancy grant for North Dunes restoration, a new boardwalk along the western side, and steps down to the beach.

Forest and Beach Commission Meeting of September 9, 2021

- A survey found that 82% of respondents were in favor of modifying the second tennis courts at Forest Hill Park to allow for pickle ball, or tennis, play. Approved unanimously by Commission.
- Allowed for the release of two (2) Stop Work Orders, located at Carmelo Street, 3 SW of Ninth Avenue, and on Mission Street, 6 NW of Santa Lucia, subject to payment of fines, tree and stump removal costs, reimbursement of tree assessments, tree replanting costs, etc.
- Approved removal of five (5) oak trees on Mission Street, 3 NE of Eighth Avenue, without replanting mitigation since 25 other trees remain on the site.
- At Carpenter Street, 3 NW of Fourth Avenue, authorized removal of one oak stem originating on neighboring property, growing at a 45-degree angle through a fence, and interfering with applicant's pursuit of a second story addition. Pruning permit was approved subject to five (5) Special Conditions that were successfully negotiated with the applicant.

Climate Action Committee Meeting of September 16, 2021

- Reviewed first draft of a list of potential Adaptation Strategies due to climate change.
- Monterey County representatives presented their draft Resilience Plan.
- Reviewed community outreach progress and next steps.

Public Works Administration

- Obtained Monterey County-wide, 2019 pavement condition report which noted that the City of Carmel has the highest Pavement Condition Index (77) of any agency in the County!

- Accepted the resignation, effective mid-October, of Tree Care Specialist Giuliano Picciuto. Giuliano was instrumental in upgrading forestry crews to remove mid-sized, dead or diseased trees, for the first time, saving thousands of dollars over issuing task orders to tree contractors.
- Coordinated with Human Resources to post recruitments for Project Manager, Maintenance Worker, and Tree Care Specialist positions.
- Checked agenda reports and supported efforts associated with the new Solid Waste and Materials Recovery Ordinance and MOU with the Waste Management District.
- Coordinated with Community Planning and Buildings to push owner of the Ulrika Plaza site (Dolores Street at Fifth Avenue) to install sturdier, permanent shoring along the sidewalks.
- Developed questions and deal points for discussion with top-ranked proposer for the Forest Theater Theatrical Programming and Facility Management Lease Agreement.

Carmel Cares

- Carmel Resident's Association named Carmel Cares creator, Dale Bryne, Citizen of the Year.
- Continued to maintain and improve the Scenic Pathway, Devendorf Park, Forest Theater, Vista Lobos Park, Sunset Center grounds, median islands, and other areas.
- Cleared four public walkways between San Antonio Avenue and Scenic Road.
- Developed a plan for replacement of the Scenic Pathway barrier rails.
- Started to plan for reconstruction of all seven (7) Downtown Carmel map display cases as well as a show bill structure in front of Sunset Center.
- U.C. Master Gardeners, Friends of Mission Trail Nature Preserve, and Carmel Cares teamed up to upgrade the entry into Lester Rowntree Native Plant Garden. A brief video was made.

Environmental Programs

- Received one responsive, responsible bid for the fire fuel reduction project in MTNP. The project is primarily funded by a \$45k Coastal Conservancy grant. Contract award in October.
- Submitted a North Dunes Habitat Restoration project description for a new boardwalk and beach stairs which will likely qualify for up to a \$500,000, Prop 84 Coastal Conservancy grant.
- Detailed checking of the new Solid Waste and Materials Recovery Ordinance 8.16 and Conduct on Public Property Ordinance 12.32. Prepared Agenda Reports and Presentation.
- Coordinated with HF&H Consultants regarding the corporate takeover of GreenWaste Recovery and potential impacts to the Franchise Agreement with the City.
- Began work on the mandatory annual storm water report for the State Water Quality Control Board. This report is extraordinarily detailed and time consuming.
- Coordinated with the City of Monterey regarding a cost-effective, regional project to obtain new, digital aerial imagery of the City.

Facility Maintenance

- Coordinated with a volunteer to install ADA-compliant stair railings in the Sunset Center lobby main stairs.
- Hired a vendor to replace the broken air conditioner in the Harrison Memorial Library basement. The new air conditioning will keep heat-generating computer equipment operating safely and includes a battery backup unit.
- Coordinated with a vendor to inspect and repair the fire suppression system at Forest Theater.
- Replaced the dishwasher in the Fire Station.
- Made repairs to the Devendorf Park fish pond due to vandalism.

- Helped set up the Flu Clinic at Vista Lobos.
- Began the replacement of very old double doors at the Sunset Center pottery cottage.
- Met with electricians to determine the cost and timeline involved in upgrading the PG&E electrical service and meters at the Sunset Center north parking lot and Vista Lobos complex. These will be costly, long-range projects, but are necessary in the long term.
- Met with a coatings specialist to evaluate and develop budget estimates for the rusting base of the shared, Police/Public Works emergency generator.
- Continued to support library staff to improve the Harrison Memorial and Park Branch Libraries.

Street Maintenance

- Spread wood chips along the Willow and Serra Trails in the Mission Trail Nature Preserve.
- Switched the storm drain system along Scenic Road from dry weather diversion to wet weather operations, now allowing winter rains to flow out into the ocean.
- Removed all five (5) fire pits on the beach, between Tenth and Twelfth Avenues, in mid-September.
- Posted new signs, “No Wood Fires” and provided at each beach stairs.
- Poured concrete in the five (5) tree well holes along the east side of Dolores Street, south of Ocean, where tree-planting plans were cancelled due to an unmarked, shallow gas line conflict.
- Improvement plans, technical specifications, and cost estimates for the annual paving project were completed by Neill Engineering and checked by staff. A Project Manager is needed to complete the contract documents for bidding this \$1M project.
- A landscape architect was retained to prepare renderings for up to four (4) small median islands along San Carlos Avenue for an upcoming public meeting.
- Replaced old tires and caught up on smog testing of the City’s fleet vehicles.

Forestry, Parks and Beach (Forester’s Report)

- Prepared Devendorf Park for the 9/11 Memorial Ceremony by planting flowers and adding mulch at landscaped areas.
- Coordinated with the Friends of Carmel Forest for shared use of the TreeKeeper tracking software maintained by the City.
- Cross-trained the Coastal Gardener to inspect parks and landscaped areas for erosion and other storm water quality violations.
- Evaluated the long list of ongoing landscaped maintenance tasks to identify the most critical and cost-effective tasks for City crews to do, and what landscape maintenance tasks, such as large-scale and tedious tasks, that should be contracted out. This analysis assumes landscape maintenance contracts will resume next fiscal year as it had been prior to Covid-19.
- A large limb fell from a Liquidamber.
- A Stop Work Order was issued for unpermitted root cutting of a private pine tree.

Private and Development Activities

The following data have been updated. An inflation of 20 small trees have been removed from February for a more accurate representation of the removal to replanting ratio. As time passes, the data for other previous months may change as a result of project changes through completion.

2021 Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No Room for New Trees	Meets Density Recommendation	Total Number of Trees Required
January	6	3	2	0	0	5
February	20	4	3	0	12	7
March	7	3	1	0	3	4
April	17	6	5	0	6	11
May	12	2	5	0	3	7
June	9	2	2	1	1	4
July	11	6	4	0	3	10
August	21	9	6	0	4	15
September	20	9	3	3	6	12
October						0
November						0
December						0
2021 Totals	123	44	31	4	38	75

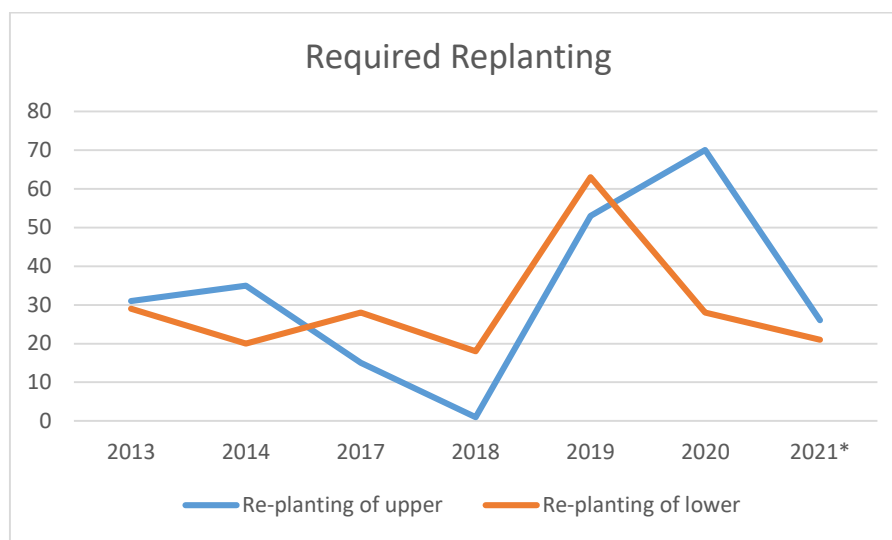
The following data have been changed to reflect 2021 removals rather than the number of permit applications submitted. The replanting percentage for 2020 has been corrected.

Historic Permitted Removals and Required Plantings

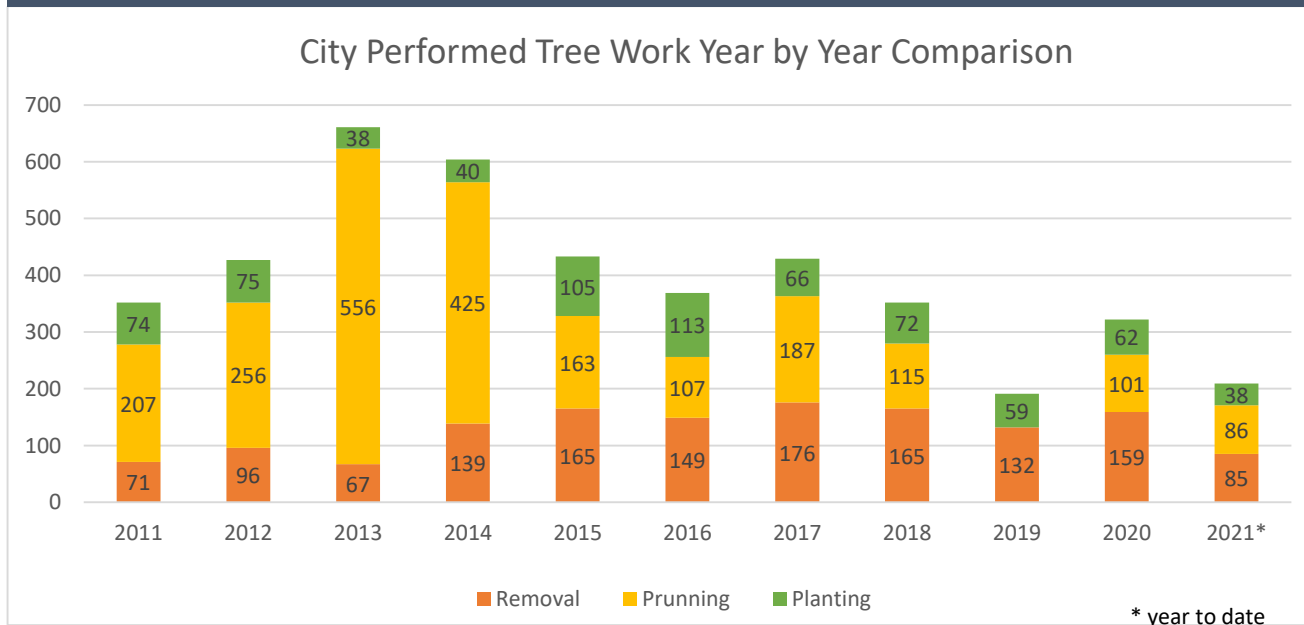
	Removal Permits	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %
2012	96			20			20.83%
2013	123	60	63	59	31	29	47.97%
2014	145	64	81	49	35	20	33.79%
2016	90			37			41.11%
2017	119	50	69	43	15	28	36.13%

2018	77	37	60	20	1	18	20.62%
2019	170	107	63	116	53	63	68.24%
2020	98	57	41	93	67	26	94.90%

	Permitted Removals	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %	Applications Processed
2021*	123	55	68	75	44	31	60.98%	153



City Forestry, Parks, and Beach Activities



City Work for September

Work Type	Count
Failures	1
Inspections	112
Plan review	7
Plantings	0
Prunings	10
Removals	3
Stop Work Orders	1
Stump Removals	0
Tree Assessments - Planning	2



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 1, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Robin Scattini, Finance Manager

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: September 2021 Check Register Summary

RECOMMENDATION:

Approve the check register for September 2021.

BACKGROUND/SUMMARY:

The check register is produced from the City's financial system. The report groups the checks by the respective department or function. The check register includes the check number, the name of the vendor, a description of the purchase, the check issue date and the amount of the check. Per the California Supreme Court's decision in the case of Los Angeles County Board of Supervisors v. Superior Court (Dec. 29, 2016) (2016 WL 7473802), the check register excludes the specific invoice payments for legal services incurred for pending and active investigations, pending and active litigation, as well as recently concluded matters. The Supreme Court has ruled that these specific invoices are protected under attorney-client privilege and need not be disclosed under the Public Records Act.

On the last page of the report, staff have included the contract balance for the respective vendors that were paid in September.

FISCAL IMPACT:

The check register summary for September 2021 totals \$469,102.

PRIOR CITY COUNCIL ACTION:

Council ratified the August 2021 check register at its October 5 regular meeting.

ATTACHMENTS:

September 2021 check register

September 2021 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 110 City Council				
47586	Peninsula Messenger LLC	Mail service:sorting and delivery FY 2021-22	09/07/2021	4,720.00
47597	Carmel Cares	Carmel Youth Center C4G2 Grant fund disbursement	09/14/2021	2,000.00
47636	Carmel Youth Center Inc	2021-22 Grant disbursement	09/22/2021	3,000.00
47648	Monterey County Auditor-Controller	LAFCO Budget allocation 2021-22	09/22/2021	12,884.91
Total for Department: 110 City Council				22,604.91

Department: 111 City Administration

47574	AT&T	Telephone service citywide FY 2021-22	09/07/2021	3,187.06
47577	Carmel Pine Cone	Legal noticing	09/07/2021	682.50
47580	Digital Deployment	Website support agreement	09/07/2021	700.00
47584	Office Depot, Inc.	Office supplies	09/07/2021	87.69
47587	Pitney Bowes Global Financial Services	Postage meter lease	09/07/2021	676.42
47590	Sprint	Cell service, usage and purchases	09/07/2021	320.18
47592	Verizon Wireless	Cell phone usage and phone purchases	09/07/2021	258.52
47594	Amazon Web Services Inc	Data and cloud storage fees	09/14/2021	788.83
47598	Carmel Pine Cone	Legal noticing	09/14/2021	105.00
47603	Dasher Technologies, Inc	Arctic Wolf Security Program Master Agreement	09/14/2021	24,932.69
47617	Sloan Sakai Yeong & Wong	HR consulting services	09/14/2021	1,334.00
47618	US Bank	CA member dues/conf reg/subscriptions	09/14/2021	1,159.36
47630	Alhambra	Water service City Hall	09/22/2021	129.23
47635	Carmel Office Supply	Notary services	09/22/2021	15.00
47638	Comcast Business	NonCNGEN internet and recurring charges	09/22/2021	644.82
47641	FedEx	Shipping fees-Business office	09/22/2021	24.49
47643	Hinderliter, De Llamas & Associates	Sales/Transaction tax auditing services	09/22/2021	1,669.51
47644	Image Sales	Employee ID Badges	09/22/2021	22.08
47645	Iron Mountain	Records storage	09/22/2021	252.64
47651	Office Depot, Inc.	Office supplies	09/22/2021	68.19
47654	Purchase Power	Postage meter refill	09/22/2021	3,237.00
47659	T-Mobile	Monthly cell service, usage and phone replacement	09/22/2021	1,530.30
47661	Wageworks, Inc	Healthcare monthly Admin and Compliance Fee	09/22/2021	160.00
47662	Zoom Imaging Solutions, Inc.	Admin/Finance Copier usage fees FY 2021-22	09/22/2021	516.85
Total for Department: 111 City Administration				42,502.36

Department: 112 City Attorney

47632	Burke,Williams & Sorensen, LLP	July legal services	09/22/2021	26,514.10
47658	Telecom Law Firm PC	Legal services: Sunset Center Sprint Lease	09/22/2021	3,559.00
Total for Department: 112 City Attorney				30,073.10

Department: 115 Community Planning & Building

47599	Carmel Towing & Garage	Fuel for Building Official City vehicle	09/14/2021	53.38
47606	FedEx	Mailing volume study	09/14/2021	9.60
Total for Department: 115 Community Planning & Bu				62.98

Department: 116 Police

47573	Allied Universal	Beach patrol services	09/07/2021	376.18
47576	Caltronics/J.J.R Enterprises. Inc	Police Dept copier usage	09/07/2021	192.81
47579	Department of Justice/Accounting Office	Fingerprinting services-Police Dept	09/07/2021	32.00
47581	Michael Bruno	Tuition reimbursement per MOU	09/07/2021	1,194.00
47584	Office Depot, Inc.	Office supplies	09/07/2021	873.98
47585	Pacific Gas & Electric	Video cameras citywide	09/07/2021	219.21
47589	Same Day Shred	Police Dept:Shredding services	09/07/2021	95.00
47591	Transunion Risk & Alterna	Investigative services for PD-Monthly fee	09/07/2021	81.60
47599	Carmel Towing & Garage	Police Dept-Fuel FY 2021-22	09/14/2021	2,956.07
47602	Cypress Coast Ford/Lincoln	PD vehicle repairs	09/14/2021	605.78
47616	Sirchie Finger Print Labs	Evidence bags PD	09/14/2021	540.54
47637	Comcast	Police Dept Business cable services	09/22/2021	68.04
47639	County of Monterey, Dept of Emg Comm	FY 2021-22 NGEN Operations and maintenance	09/22/2021	13,833.00
47640	Department of Justice/Accounting Office	Fingerprinting services-Police Dept	09/22/2021	81.00
47653	Point Emblems	Police Dept:Badges and insignia	09/22/2021	481.75
47655	Salinas Valley Pro Squad	Police Dept: Uniform supplies	09/22/2021	396.28
47656	Sirchie Finger Print Labs	Evidence bags PD	09/22/2021	537.61
47657	Summit Uniforms	Uniforms PD	09/22/2021	1,199.84
47660	US Bank	Uniform expenses, training and registration fees	09/22/2021	1,531.97
Total for Department: 116 Police				25,296.66

Department: 117 Fire

47578	City Of Monterey	FY 21-22 Fire Contract monthly charges	09/07/2021	222,578.82
47578	City Of Monterey	Fire engine repair: service & parts	09/07/2021	350.52
47582	Mission Linen Service	Fire Dept-Linen service	09/07/2021	106.57
47593	Alhambra	Water service Fire Dept	09/14/2021	131.49
47595	American Supply Company	Fire Dept:Janitorial supplies	09/14/2021	311.75
47599	Carmel Towing & Garage	FY 2021-22 Fire Dept fuel purchases	09/14/2021	532.79

47634	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage	09/22/2021	9.79
Total for Department: 117 Fire				224,021.73

Department: 118 Ambulance

47575	Bound Tree Medical LLC	Ambulance medical supplies-FY 2021-22	09/07/2021	152.63
47578	City Of Monterey	FY 2021-22 Ambulance agreement	09/07/2021	1,777.30
47592	Verizon Wireless	Ambulance Dept:Phone service	09/07/2021	14.04
47596	Bound Tree Medical LLC	Ambulance medical supplies-FY 2021-22	09/14/2021	771.61
47599	Carmel Towing & Garage	FY 2021-22 Ambulance Dept fuel purchases	09/14/2021	1,010.03
47604	De Lage Landen Financial	Ambulance Copier Lease FY 2021-22	09/14/2021	71.01
47614	Peninsula Welding & Medical Supply, inc.	Oxygen cylinder rentals	09/14/2021	90.30
47631	Bound Tree Medical LLC	Ambulance medical supplies-FY 2021-22	09/22/2021	1,149.46
Total for Department: 118 Ambulance				5,036.38

Department: 119 Public Works

47583	Mr. Rooter of Monterey	Replace sewer lateral at Fire Dept.	09/07/2021	5,764.69
47588	ProExhibits	Acrylic partitions:Adm and Planning Dept	09/07/2021	11,908.25
47593	Alhambra	Water for PW FY 2021-2022	09/14/2021	164.87
47600	Cintas Corporation	Uniforms for PW FY 2021-2022	09/14/2021	115.13
47601	City Of Monterey	Repair front breaks on sweeper	09/14/2021	6,909.49
47605	Drought Resistant Nursery	Plants	09/14/2021	228.54
47607	GCS Environmental Equipment Services	Water Pump for Sweeper	09/14/2021	349.24
47609	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle Supplies FY 2021-2022	09/14/2021	139.10
47610	Overhead Door Co of Salinas	Overhead door service FY 2021-2022	09/14/2021	713.73
47615	Scarborough Lumber & Building	PW Supplies FY 2021-2022	09/14/2021	23.25
47629	Ailing House Pest Control	Pest control services FY 2021-2022	09/22/2021	494.00
47634	Caltronics/J.J.R Enterprises. Inc	PW copier fee	09/22/2021	59.84
47642	Golden State Portables	Forest Theater restrooms FY 2021-2022	09/22/2021	1,618.94
47646	Monterey Auto Supply Inc/Napa Auto Parts	Vehicle Supplies FY 2021-2022	09/22/2021	410.05
47647	Monterey Bay Air Resources District	Annual fees	09/22/2021	1,931.04
47650	Nicole Nedeff	Walk through of MTNP fuel reduction proposal	09/22/2021	600.00
47663	Airtec Inc	HML server room AC replacement	09/23/2021	8,192.00
47664	Carmel Towing & Garage	PW fuel FY 21-22	09/23/2021	2,377.50
47665	Cintas Corporation	Uniforms for PW FY 2021-2022	09/23/2021	263.24
47666	Drought Resistant Nursery	Trees	09/23/2021	283.94
47667	Golden State Portables	Forest Theater restrooms FY 2021-2022	09/23/2021	380.88
47668	Greenwaste Recovery Inc	Vista Lobos food waste bin	09/23/2021	977.30
47669	Griggs Nursery Inc	Plants	09/23/2021	440.04
47670	LSA Associates, Inc	Greenhouse gas emissions analysis tech support	09/23/2021	627.50

47671	Marina Backflow Company	Backflow repairs FY 2021-2022	09/23/2021	240.00
47672	Scarborough Lumber & Building	PW Supplies FY 2021-2022	09/23/2021	92.00
47673	US Bank	City buildings reopening: materials & supplies	09/23/2021	4,235.53
Total for Department: 119 Public Works				49,540.09

Department: 120 Library

47612	Pacific Grove Self Storage	Storage unit for city art	09/14/2021	279.00
Total for Department: 120 Library				279.00

Department: 121 Community Activities

47673	US Bank	Supplies: general and Sand Castle contest	09/23/2021	945.95
Total for Department: 121 Community Activities				945.95

Department: 122 Economic Revitalization

47649	MCCVB	FY 2021-22 Jurisdiction Investment: Q1	09/22/2021	40,001.75
Total for Department: 122 Economic Revitalization				40,001.75

Department: 130 Non-Departmental

47585	Pacific Gas & Electric	Gas and electric service citywide FY 2021-22	09/07/2021	16.89
47611	Pacific Gas & Electric	Gas and electric service citywide FY 2021-22	09/14/2021	28.26
47633	Cal-Am Water Company	Water service citywide FY 2021-22	09/22/2021	17,289.47
47652	Pacific Gas & Electric	Gas and electric service citywide FY 2021-22	09/22/2021	11,402.39
Total for Department: 130 Non-Departmental				28,737.01
Grand Total				469,101.92

September Contract Payments:

Vendor	Contract Amt	Paid through Sept	Contract Balance
Pen Messenger	\$ 122,000.00	\$ 17,594.00	\$ 104,406.00
Telecom Law Firm PC	\$ 10,000.00	\$ 6,726.00	\$ 3,274.00
City of Monterey	\$2,670,946.00	\$ 445,157.64	\$2,225,788.36

Fire admin services



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

**November 1, 2021
CONSENT AGENDA**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sharon Friedrichsen - Director, Contracts and Budgets
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-067 authorizing the City Administrator to execute an agreement with CSG Consultants, Inc. for on-call building and code compliance services from July 1, 2021 to June 30, 2022 for an amount not to exceed \$200,000 and approving a budget appropriations transfer to the Fiscal Year 2021-2022 Adopted Budget

RECOMMENDATION:

Resolution 2021-067 authorizing the City Administrator to execute an agreement with CSG Consultants, Inc. for on-call building and code compliance services from July 1, 2021 to June 30, 2022 for an amount not to exceed \$200,000 and approving a budget appropriations transfer to the Fiscal Year 2021-2022 Adopted Budget.

BACKGROUND/SUMMARY:

The City Administrator executed an agreement on July 1, 2019 with CSG Consultants, Inc. (CSG) for on-call building services for a not-to-exceed amount of \$10,000 for the term of July 1, 2019 to June 30, 2020. On July 13, 2020, the City Administrator executed an amendment to the agreement with CSG to increase the not-to-exceed amount to \$24,999 and extend the term to July 1, 2020 through June 30, 2022. The purpose of this agenda item is to approve a new agreement with CSG that: (1) incorporates new language into the contract pertaining to State labor laws; (2) modifies the scope of services to include both on-call building and code compliance services; and (3) increases the compensation of the agreement to a not-to-exceed amount of \$200,000. Carmel Municipal Code requires Council to approve all contracts with a value of \$25,000 or more by resolution. In addition, the agenda item includes the approval of a budget appropriations transfer to fund the cost of the agreement.

FISCAL IMPACT:

While the Fiscal Year 2021-2022 Adopted Budget includes \$38,000 within contract services intended for code compliance services, there is no specified funding for on-call building services. Expenses incurred for building plan check services for July 2021 are approximately \$27,000. Even with the use of the \$38,000, a budget amendment is required at this time to ensure there is sufficient funding to pay for the ongoing costs of these services.

Staff recommends setting the contractual not-to-exceed authorization limit with CSG at \$200,000. In

addition, staff recommends using the \$38,000 budgeted for code compliance contract services, using \$101,010 in salary savings (based upon a 6-month vacant building inspector position and vacant assistant/associate planner positions), and using the \$60,990 PERS unfunded liability interest savings toward contract services. Transferring the salary savings to contract services does not increase the Community Planning and Building Department's overall budget. Transferring the PERS UAL interest savings does increase the Community Planning and Building Department's overall budget and decreases the Non-Departmental budget by the same amount, resulting in a net \$0 increase in the overall General Fund budget. Council authorization to transfer appropriations between departments is required in accordance with Carmel Municipal Code Section 3.06.030. Therefore, a budget appropriations transfer is required to fund the shortfall within contractual services.

PRIOR CITY COUNCIL ACTION:

There is no prior Council action.

ATTACHMENTS:

Attachment #1- Resolution Authorizing CSG Agreement and Budget Transfer

Attachment #2- Professional Services Agreement_ CSG

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-067

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH CSG CONSULTANTS, INC. FOR BUILDING AND CODE COMPLIANCE
SERVICES FROM JULY 1, 2021 TO JUNE 30, 2022 AND APPROVING A BUDGET
APPROPRIATIONS TRANSFER TO THE FISCAL YEAR 2021-2022 ADOPTED BUDGET**

WHEREAS, the City of Carmel-by-the-Sea Community Planning and Building Department wishes to utilize a firm with specialized knowledge and skills pertaining to building plan check review for certain types of technical projects and for on-call code compliance services to augment staff availability during evenings, weekends and special events; and

WHEREAS, CSG Consultants, Inc. possesses the skills to perform these services; and

WHEREAS, the Carmel Municipal Code requires Council to approve contracts with a value of \$25,000 or more by resolution; and

WHEREAS, known savings from other departments will fund the increased costs of on-call contractual services within the Community Planning and Building Department budget; however, Council authorization to transfer appropriations between departments is required in accordance with Carmel Municipal Code Section 3.06.030.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Authorize the City Administrator to execute a professional services agreement with CSG Consultants, Inc. for on-call building and code compliance services for the term of July 1, 2021 through June 30, 2022 for a contract amount not-to-exceed \$200,000.

Approves a budget appropriations transfer to the Fiscal Year 2021-2022 Adopted Budget to fund the agreement as shown in the attached Exhibit A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Interim City Clerk

EXHIBIT A

General Ledger Account and Description	Purpose	FY 2021-2022 Adopted Budget	Adjustment Amount	FY 2021-2022 Amended Budget
101-115-21-41001 General Fund Expenditures Community Planning and Building Department: Building Safety Division Salaries	Use anticipated salary savings and transfer savings to contract services	\$301,440	\$(65,000)	\$236,440
101-115-20-41001 General Fund Expenditures Community Planning and Building Department: Planning Division Salaries	Use anticipated salary savings and transfer savings to contract services	\$641,364	\$(36,010)	\$605,354
101-115-22-42001 General Fund Expenditures Community Planning and Building Department: Code Compliance Division Contract Services	Use anticipated code compliance contract savings and transfer to Building Division contract services	\$49,000	\$(38,000)	\$11,000
101-130-00-42503 General Fund Expenditures Non-Departmental: Unfunded PERS Liability	Use interest savings and transfer to Building Division contract services	\$2,833,526	\$(60,990)	\$2,772,536
101-115-21-42001 General Fund Expenditures Community Planning and Building Department Buildings Safety Division Contract Services	Increase contract services budget for costs of on-call building plan check services	\$20,050	\$200,000	\$220,050

PROFESSIONAL SERVICES AGREEMENT
On-Call Building and Code Enforcement Services
CSG Consultants, Inc.

THIS AGREEMENT is executed this ____ day of November 2021, by and between the City of Carmel-by-the-Sea, a municipal corporation, (hereinafter "City"), and CSG Consultants, Inc. (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: **building plan check and code compliance on-call services**. The Scope of Services is attached hereto as Exhibit "A." Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
 - iii. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
 - iv. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed **Two Hundred Thousand Dollars (\$200,000.00)**. Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, hourly rates, all-inclusive fees, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City

determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:

- i. Invoice number and date;
- ii. A brief description of services performed for each project phase and/or task;
- iii. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount and the costs incurred for reimbursable items as applicable;
- iv. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.

D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates and all-inclusive fees as set forth in the Consultant's Fee Schedule (Exhibit "B").

E. **Audit and Examination of Accounts:**

- i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant must include the requirements of Section 2E, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

F. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by July 1, 2021 and must be completed by June 30, 2022 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written

Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Substitution of Employees or Subconsultants:** Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- B. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- C. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- D. **Independent Contractor:**
 - i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Consultant person is free from the control and direction of the City with the performance of the work. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project

Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Brandon Swanson
 Title: Community Planning and Building Director
 Address: P.O. Box CC, Carmel-by-the-Sea, CA 93921
 Telephone: 831.620.2024
 Email: bswanson@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: John LaTorra
 Title: Regional Manager
 Company: CSG Consultants, Inc.
 Address: 550 Pilgrim Drive, Foster City, CA 94404
 Telephone: 650.522.2500
 Email: johnl@csgenr.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, a Consultant employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

For purposes of this section, Consultant shall include Consultant's officers, directors, employees, agents, and subcontractors, and Agency shall include Agency's elected officials, appointed officials, officers, employees, and volunteers. These definitions shall not be interpreted to subject any Consultant officer, director, employee, agent or subcontractor to individual liability under this contract, nor shall it be interpreted to subject any City elected official, appointed official, officer, employee or volunteer to individual liability under this contract.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in

accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
- iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations,

claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated 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 insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. All Building Plan Review Services shall be performed to the latest version of the California Building Standards Code adopted by the City of Carmel-by-the-Sea Municipal Code.
- B. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

- C. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- D. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner

termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

- C. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in

accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City’s reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, may 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, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure**. Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant 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.
- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement 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.
- K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

- L. **Assignment of Interest**. The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws**. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Mayor, City Administrator, or Designee Signature

Consultant Signature

Printed Name _____ Date _____

Cyprus Kianpour

Printed Name _____ Date _____

Title

President

Title

CSG Consultants, Inc.

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____

Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____

Ashlee Wright, Interim City Clerk

Date: _____

Attachments

Exhibit "A"	Scope of Services
Exhibit "B"	Fee Schedule

Exhibit A- Scope of Services

The Consultant shall perform work that is outside the usual course of the City business, which will include the following services.

1. Technical Building Code Plan Check Services:

- A. Provide on-call technical building code plan check services for projects that are technically complex that require a skill set, license, or other qualification not possessed by City Community Planning and Building Department staff or other City employees.
- B. Consultant shall review all technical plan check applications for accuracy and make all necessary revisions to such items as description, valuation, square footage, type of construction, and use. All technical plan review correction materials including marked up plans, documents, and plan check correction lists shall be provided to the City.

2. After Hours and Weekend Code Compliance Services:

- A. Provide **After Hours and Weekend** on-call code compliance support for:
 - i. Parklet enforcement: Code compliance to monitor operators of parklets to ensure compliance with all applicable laws, rules, regulations, ordinances and codes.
 - ii. After hours and weekend on call support: Monitor and address code violations outside of the normal working hours of existing City compliance staff. This will include evening and weekend hours as well as on-call services during special events and other high activity instances.
- B. During the **After Hours and Weekend** time periods, the Consultant will generally focus on, but not be limited to enforcing downtown commercial district regulations and preventing unpermitted weekend construction, including any sort of work performed by contractors on Sundays in the Village.
- C. Consultant will provide reports to the City in the manner and time as determined appropriate by the Consultant.

Exhibit B- Fee Schedule**Exhibit B- Fee Schedule**

Personnel/Service	All Inclusive Fees/ Hourly Rates
Building Inspector	\$135
Building Official	\$109
Code Enforcement Officer I	\$90
Code Enforcement Officer II	\$100
Senior Code Enforcement Officer	\$130
Code Enforcement Officer Manager	\$155
CASp Consultation	\$139
CASp Inspection	\$139
Certified Plan Review (Building and Life Safety Review)	\$106
Structural Plan Review Professional Engineer	\$139
Structural Plan Review Structural Engineer	\$167
Fire Plan Review	\$111
Complete Plan Review	70% of City's Building and Plan Check Fees
Expedited Plan Review	95% of City's Building and Plan Check Fees
Structural Plan Review	55% of City's Building and Plan Check Fees
Overtime	1.5X Hourly Rate

1. Hourly rates include overhead costs, including, but not limited to, salaries, benefits, worker compensation insurance and office expenses.
2. Fees inclusive of Consultant coordinating the pickup and return of all plans by CSG staff or licensed courier service.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

November 1, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sharon Friedrichsen - Director, Contracts and Budgets
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-068 authorizing the City Administrator to execute a professional services agreement with United Public Safety for parking and code enforcement citation processing services for the term of November 1, 2021 through October 31, 2024 for a not-to-exceed-amount of \$67,350.

RECOMMENDATION:

Resolution 2021-068 authorizing the City Administrator to execute a professional services agreement with United Public Safety for parking and code enforcement citation processing services for the term of November 1, 2021 through October 31, 2024 for a not-to-exceed-amount of \$67,350.

BACKGROUND/SUMMARY:

The City Council provided direction for staff to explore a paid parking program. As part of this effort, the City's Public Safety Director and Community Planning and Building Department Director have been assessing current operations and researching viable options in order to implement such a program. In order to better integrate and enhance parking services, staff recommends utilizing UPSafety, a T2 Systems Company, for parking and code citation services. This item is on the Council agenda in accordance with the Carmel Municipal Code that requires Council approval of purchases of \$25,000 or more by resolution.

T2 Systems currently provides collects support for the City's tour bus parking meter services. The proposed agreement with T2 provides new software pertaining to citation management services, the development of a payment portal for the collection of fines and assistance with the administrative hearing process for citation. These services improve the City's ability to issue citations, including parking and other non-vehicle code citations, provide new options to collect payments, and enhance the monitoring and reporting of collections and citations.

In particular, the agreement with T2 includes costs associated with the purchase of a printer, hand-held devices for field use and software licenses to cloud-based platforms to issue parking, vehicle and other code violations. In addition, as part of the agreement, the vendor develops an e-commerce site that allows users to review photo evidence, ticket data, view fine schedule, pay tickets online (through QR code on the ticket, the website printed on the ticket, or, through the Interactive Voice Response (IVR) phone number), dispute and inquire about ticket status. Other services include mailing automated delinquent notices to

violator, secondary collection services and appeals processing assistance. (The vendor provides the first review of administrative hearings and the City is required to develop a secondary review process).

Additionally, T2 Systems is able to provide other services (outside of this agreement) to assist with the City's implementation of paid parking. Such services include providing equipment such as multi-space meters, integration with the City's current license plate readers that are installed on the parking scooters and fee collection services.

FISCAL IMPACT:

The first year of implementation of the citation services agreement totals approximately \$24,000 and includes various one-time costs related to equipment and software set-up and configuration and training. The annual costs for devices and software licenses decrease to \$12,000 and \$11,000 respectively in years two and three. The vendor has offered the option to amortize the costs over three years, which is approximately \$16,000 on an annual basis. In addition, the contract includes funding for citation and appeals processing support, automated delinquent noticing and vehicle research. No budget amendment is required at this time due to anticipated savings within the Police Department. In addition, the cost of some of these services, such as collections, are recoverable through paid citations.

PRIOR CITY COUNCIL ACTION:

There is no prior Council action pertaining to the approval of this agreement.

ATTACHMENTS:

Attachment #1- Authorize UpSafety Parking Citation Services Agreement

Attachment #2- UpSafety Agreement

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH UNITED PUBLIC SAFETY FOR PARKING AND CODE ENFORCEMENT CITATION PROCESSING SERVICES FOR THE TERM OF NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024 FOR AN AMOUNT NOT TO EXCEED \$67,350

WHEREAS, the City of Carmel-by-the-Sea Police Department staff have researched options regarding the citation management process pertaining to parking citations; and

WHEREAS, the City of Carmel-by-the-Sea currently utilizes a vendor, T2 Systems, to collect parking meter fees from tour buses; and

WHEREAS, United Public Safety, a T2 Systems company, is able to integrate its system with the City's existing license plate reader system and provide the City with fee collection, processing and citation appeals services for parking and code enforcement and;

WHEREAS, the City Council of the City of Carmel-by-the-Sea wishes to implement a paid parking system in the near future; and

WHEREAS, should Council move forward in implementing a new paid parking plan, United Public Safety is able to provide equipment such as multi-space meters and expand its fee collection and citation services to include additional paid parking opportunities; and

WHEREAS, Carmel Municipal Code Section 3.12.140G allows for the dispensation of the bid process "when specific used supplies, materials or equipment will best serve the City's needs" and utilizing one vendor for all aspects of parking fee collection and code and parking citation processing allows operational efficiencies and continuity of service delivery; and

WHEREAS, all purchase and/or any offer with a value of \$25,000 or more requires Council approval by resolution in accordance with the Carmel Municipal Code.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute a professional services agreement with United Public Safety for parking and code enforcement citation processing services for the term of November 1, 2021 through October 31, 2024 for a not-to-exceed-amount of \$67,350.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Interim City Clerk

Parking Citation Services
United Public Safety
a T2 Systems Company

THIS AGREEMENT is executed this ____ day of November 2021, by and between the City of Carmel-by-the-Sea, a municipal corporation, (hereinafter "City"), and **United Public Safety, Inc.** (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services**. Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following **hardware, software and processing and collection services related to parking and code citations**. The Scope of Services is attached hereto as Exhibit "A." Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
 - iii. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
 - iv. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, fees as set forth in Consultant's Compensation & Fee Schedule (Exhibit "B"), in a total amount not-to-exceed Sixty Seven Thousand Three Hundred and Fifty Dollars

(\$67,350.00). Such compensation is the “Maximum Authorized Expenditure” under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
- i. Invoice number and date;
 - ii. A brief description of services performed for each project phase and/or task;
 - iii. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
 - iv. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B “Change Orders” above. Should Consultant consider that any request or instruction from the City’s Project Representative constitutes a change in the scope of services, Consultant will advise the City’s Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services will be made by the City to Consultant in accordance with the various rates as set forth in the Consultant’s Compensation & Fee Schedule (Exhibit “B”).
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant must include the requirements of Section 2F, “Audit and Examination of Accounts”, in all contracts with assignees or subconsultants under this Agreement.
 - v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by **November 1, 2021** and must be completed by **October 31, 2024**, unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement.
 - i. Year One: November 1, 2021 to October 31, 2022
 - ii. Year Two: November 1, 2022 to October 31, 2023
 - iii. Year Three: November 1, 2023 to October 31, 2024

- B. **Timely Work.** Consultant will perform all Services in a timely fashion. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

- A. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- B. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- C. **Independent Contractor:**
 - i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Sergeant Jeff Watkins
 Address: P.O. Box 600, Carmel-by-the-Sea, CA 93921
 Telephone: 831.624.6403

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Poppy Guloien
 Company: United Public Safety
 Address: 321 Morris Road, Ft. Washington, PA 19034
 Telephone: 403.998.7972

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
 - iii. All liability and auto policies must:

- a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not

obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.

- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated 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 insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet

with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created

electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising

from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may 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, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire,

explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

- D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits**. In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement**. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority**. Any individual executing this Agreement on behalf of the City or Consultant 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.
- J. **Severability**. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement 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.
- K. **Non-exclusive Agreement**. This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest**. The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

- M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws**. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator Signature

Consultant Signature

Chip Rerig

Printed Name

Date

Printed Name

Date

City Administrator

Title

Title

United Public Safety

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Ashlee Wright, Interim City Clerk

Date: _____

Exhibit A- Scope of Work

1. Provide hardware, technical support, warranty and optional data plan for thermal printer and devices listed within Exhibit B. Service includes CiteGuardPlus warranty for hardware damage or failure:
 - a. Immediate shipment of a no-cost loaner device to replace the affected device
 - b. A call tag for the affected device for shipment to consultant's office for repair
 - c. Shipping for the repaired device back to the City
 - d. A call tag for the loaner device
2. Provide access to CityCite and CodeCite Platforms using cloud-based software suite. Platform fee includes
 - a. A license for (1) mobile user and (1) cloud user to consultant's front-end data entry software, and cloud-based back end management software.
 - b. 24/7/365 in house help desk support for all software and hardware issues.
 - c. Access to *Client Resource Center*, which provides in depth details of the functionality within consultant's mobile and back end software, including video demonstrations and guided walk through.
 - d. All software updates, including product enhancements, issue resolutions, and new feature **releases** as they become available.
 - e. Access to *UPSafety User Webinars* at no additional cost, before each major update to identify, train, and answer customer questions and concerns.
 - f. Free admission to consultant's yearly Users Conference
 - g. Two free remote training sessions per year
3. Set up of cloud-based system including, but not limited to, setting permissions for each individual employee, implementing ticket lifecycle, creating report templates specified by managers, importing common street names in order to optimize officer drop down lists.
4. Provide personalized webinar training on use of the cloud-based system.
5. Migration of records from current system to CityCite.
6. Provide water and tear resistant polyvinyl paper.
7. Provide Department of Motor Vehicles research upon request.
8. Develop and maintain customized e-commerce site ("patron portal") where patrons review photo evidence, ticket data, view fine schedule, pay tickets online (through QR code on the ticket, the website printed on the ticket, or, through the Interactive Voice Response (IVR) phone number), dispute and inquire about ticket status. Services includes permit purchase and renewal, citation payments, online dispute and hearings.
9. Customize and provide automated delinquent notices mailed to violators as warnings and requests for payment, or any other automated correspondence on behalf of City.
10. Provide collection services.
11. Provide appeal process services.

Exhibit B- Fee & Compensation Schedule

Product/ Service	Quantity	Price	Billed	Year 1	Year 2	Year 3	Total
Samsung galaxy S20 device, case, stylus, Printek FP 530 3" Bluetooth printer	3	\$1,950	Once	\$5,850	0	0	\$5,850
CiteGuardPlus Extended Warranty	3	35	Monthly	1,260	1,260	0	2,520
Verizon 5G data Plan	3	35	Monthly	1,260	1,260	1,260	3,780
CityCite License	2	299	Monthly	7,176	7,176	7,176	21,528
CodeCite License	1	199	Monthly	2,388	2,388	2,388	7,164
CityCite Cloud Setup	1	1,875	Once	1,875	0	0	1,875
CodeCite Cloud Setup	1	1,875	Once	1,875	0	0	1,875
CityCite Training	1	895	Once	895	0	0	895
CodeCite Training	1	895	Once	895	0	0	895
Polyvinyl paper	1 case	169	Order	0	0	0	0
Sub-Total				23,643	12,084	10,824	46,551
Upfront costs amortization				15,800	15,800	15,800	47,400
Citation Customer Service/Appeals	5,000	0.63	Citation	3,150	3,150	3,150	9,450
Contingency				3,500	3,500	3,500	10,500
Total				22,450	22,450	22,450	67,350
Data Conversion		125	Hour	0	0	0	0
Software Development		200	Hour	0	0	0	0
DMV Research- State							
DMV Research- In State (if successful)		1.25	Violation				
Automated Delinquent Notices		0.25	Violation +postage				
Secondary Collections		25%	Per collection				
Develop and maintain e-commerce site (patrol portal)		Greater of 4% or \$3.00 (added to citation)	Each citation or permit paid online				



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

November 1, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sara Davis, City Forester
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-069 approving the submittal of a 2021 Urban and Community Forestry Grant application to Cal Fire to supplement funding for the Urban Forest Management Plan

RECOMMENDATION:

Adopt Resolution 2021-069 approving the submittal of a 2021 Urban and Community Forestry Grant application to Cal Fire to supplement funding for the Urban Forest Management Plan.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea has been invited to submit a grant proposal to the California Department of Forestry and Fire Protection (Cal Fire) for an Urban and Community Forestry Grant (Grant). The Grant has the following key eligibility criteria:

- The project area must be in or immediately adjacent to an urban area.
- Furthers the goals of the California Urban Forestry Act of 1978, which include comprehensive urban forest management plans, tree inventories, tree planting, educational programs, and green infrastructure.
- Engages the local community to develop the project.
- Has economic, environmental, and social benefits to the community.

The invitation for application was the result of a concept proposal prepared by the City Forester and approved by Cal Fire. A total of \$26 million of State funds are budgeted for this grant. The grant program is highly competitive with 75% of the funding earmarked to underserved communities. However, of the 76 concept proposals submitted, Carmel was one of 53 agencies invited to advance as a proposal.

If awarded this Grant, the overarching objective would be to supplement funding for the City's proposed Urban Forest Management Plan. The Fiscal Year (FY) 2021/22 Operating Budget includes \$20,000 to start the Forest Management Plan (Plan), but that amount has been determined to be inadequate to perform a full tree inventory, a comprehensive canopy assessment, and other technical components of the Plan.

The goals of the Forest Management Plan include improving the health of the urban forest, thereby

improving the safety, health, and quality of life for Carmel residents, contributing to carbon sequestration, and improving air quality. These objectives align with the goals of the Grant and meet the objectives in the California Urban Forestry Act of 1978.

FISCAL IMPACT:

The FY 2021/22 Budget allocated \$20,000 to begin development of a Forest Management Plan. The estimated full cost of a Plan with a tree inventory and technical elements, as currently envisioned, would be about \$150,000, leaving a \$130,000 funding gap. Additional costs to implement the new Plan, such as extensive public outreach and education, planting and caring for 100+ new trees, acquiring forest maintenance equipment (i.e. stump grinders), and launching climate change adaptation strategies within the urban forest, are estimated at \$83,200, for a total project cost of \$233,200.

If the Resolution is adopted, the requested funding to CalFire would be \$171,600. If the full amount of the Grant is awarded, a local match of \$44,600 would be required from the City. Carmel's match would be covered by the \$20,000 already budgeted in FY 2021/22 plus \$24,600 from the Reforestation Fund. Matching funds could also be covered by staff time in lieu.

PRIOR CITY COUNCIL ACTION:

In June 2021, Council adopted the FY 2021/22 Operating Budget which allocated \$20,000 to begin the development of an Forest Management Plan.

ATTACHMENTS:

Attachment #1 - Resolution 2021-068

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-069

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM ENTITLED, "CARMEL-BY-THE-SEA URBAN FOREST MANAGEMENT AND PRIORITY PLANTING PLAN" 21-UF-MGMT-023 AS PROVIDED THROUGH THE CALIFORNIA URBAN FORESTRY ACT OF 1978 FUND

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted the California Greenhouse Gas Reduction Fund, which provide funds to the State of California and its political subdivisions for urban and community forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program; and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban and community forestry project.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA:

1. Approved the filing of an application for "Urban and Community Forestry" grant program funds.
2. Certifies that funds under the jurisdiction of the City of Carmel-by-the-Sea are available to begin the project.
3. Certifies that said applicant will expend grant funds prior to March 30, 2025.
4. Appoints City Forester and/or her designee as agent of the City of Carmel-by-the-Sea to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for the completion of the afore mentioned project.

Approved and adopted the First day of November, 2021. I, the undersigned, hereby certify that the foregoing Resolution, number 2021-068 was duly adopted by the following roll call vote by the City Council of the City of Carmel-by-the-Sea:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Interim City Clerk

Notarized Seal:



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 1, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Sharon Friedrichsen - Director, Contracts and Budgets
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-070 authorizing the City Administrator to execute amendments to the Professional Services Agreements with Rincon Consultants, Inc. and Dudek for on-call environmental services for a combined not-to exceed fee increase of \$101,000 and authorize a budget amendment of \$75,000 to the Fiscal Year 2021-2022 Adopted Budget.

RECOMMENDATION:

Adopt Resolution 2021-070 authorizing the City Administrator to execute amendments to the Professional Services Agreements with Rincon Consultants, Inc. and Dudek for on-call environmental services for a combined not-to exceed fee increase of \$101,000 and authorize a budget amendment of \$75,000 to the Fiscal Year 2021-2022 Adopted Budget.

BACKGROUND/SUMMARY:

The City Administrator executed an Agreement on August 5, 2021 with Rincon Consultants, Inc. for on-call environmental services for a not-to-exceed fee of \$24,500 and a term ending on June 30, 2022. The firm recently assisted staff on two projects:

1. Amending Chapter 8.16 of the Carmel Municipal Code pertaining to Solid Waste and Materials Recovery in accordance with State enacted law (SB 1383) that established targets for organic material disposal in landfills and edible food recovery.
2. Developing adaptation strategies for the Climate Adaptation Plan.

The proposed Amendment (Attachment 2) increases the compensation amount for Rincon Consultants, Inc. by \$50,500 for a compensation total of \$75,000. The increased compensation provides funding to augment the scope of work to include:

1. Assistance with other implementation aspects of SB 1383.
2. Supporting the ongoing climate project, such as assembling the climate adaption plan.
3. CEQA and environmental permitting support for various capital improvement projects, such as the Mission Trail Nature Preserve well decommissioning.

Similarly, the City Administrator executed an Agreement on August 6, 2021 with Dudek for on-call

environmental services for a not-to-exceed fee of \$24,500 and a term ending on June 30, 2022. Dudek has been assisting City staff with drainage and erosion control plan reviews for private development projects.

The proposed Amendment (Attachment 3) increases the compensation amount by \$50,500 for a compensation total of \$75,000. The increased compensation provides funding to augment the scope of work to include:

1. Continued technical assistance with drainage and erosion control plan reviews for compliance with storm water requirements.
2. Technical assistance to update the City's storm water ordinance to meet State and regional stormwater requirements.
3. Environmental permitting support for capital projects, including the Mission Trail Nature Preserve Drainage and Access Improvements project. This project is funded in large part by a State Parks Per Capita grant of \$177,952 that was approved by Council on October 6, 2020.

In accordance with provisions of the Carmel Municipal Code, Council must approve all contracts with a value of \$25,000 or more by resolution.

FISCAL IMPACT:

The two contract amendments increase the not-to-exceed compensation amount of the respective agreements by \$50,500 each. Staff recommends Council approve a Budget Amendment to increase the operating budget for the contract services account within the Environmental Compliance Division of the Public Works Department by \$75,000. Business license tax revenue has been greater than budgeted and funds the increased cost of contract services. The adopted capital projects' budgets funds the remaining \$26,000 associated with environmental permitting.

PRIOR CITY COUNCIL ACTION:

There is no prior Council action.

ATTACHMENTS:

Attachment #1 - Resolution 2021-069

Attachment #2- Rincon Amendment

Attachment #3-Dudek Amendment

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH RINCON CONSULTANTS, INC. AND DUDEK FOR ON-CALL ENVIRONMENTAL SERVICES FOR A COMBINED NOT-TO-EXCEED FEE INCREASE OF \$101,000 AND AUTHORIZE A BUDGET AMENDMENT OF \$75,000 TO THE FISCAL YEAR 2021-2022 ADOPTED BUDGET

WHEREAS, the City Administrator executed an Agreement with Rincon Consultants, Inc. on August 5, 2021 for on-call environmental services for a not-to-exceed fee of \$24,500 and a term ending on June 30, 2022; and

WHEREAS, the City Administrator executed an Agreement with Dudek on August 6, 2021 for on-call environmental services for a not-to exceed fee of \$24,500 and a term ending on June 30, 2022; and

WHEREAS, both consultants have provided on-call environmental services support, including amending Chapter 8.16 of the municipal code to meet new State mandates, developing adaptation strategies for the City's climate adaptation plan, and conducting technical review of drainage and erosion control plans; and

WHEREAS, the City seeks additional environmental support during the current fiscal year, including further assistance with implementation of new State mandates, CEQA compliance and environmental permitting for Capital Improvement Projects, updating the City's Stormwater Ordinance, and drainage and erosion control plan reviews; and

WHEREAS, the City wishes to increase the amount of the contracts with Rincon Consultants, Inc. and Dudek by \$50,500 each, and the Carmel Municipal Code requires Council approval of purchases of \$25,000 or more by resolution.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

1. Authorize the City Administrator to execute the First Amendment to the Professional Services Agreement with Rincon Consultants, Inc. for on-call environmental services to increase the compensation by \$50,500 for a new not-to-exceed fee of \$75,000.
2. Authorize the City Administrator to execute the First Amendment to the Professional Services Agreement with Dudek for on-call environmental services to increase the compensation by \$50,500 for a new not-to-exceed fee of \$75,000.
3. Authorize a Budget Amendment of \$75,000 to the Fiscal Year 2021-2022 Adopted Budget to fund the on-call contract amendments as shown in the attached Exhibit A.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 1st day of November, 2021, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk

EXHIBIT A

General Ledger Account	Account Name	Purpose	FY 2021-22 Adopted Budget	Adjustment Amount	FY 2021-22 Amended Budget
101-000-00-31010	General Fund Revenues Business License Tax	Increase business license tax revenue to offset increased expense	\$525,000	\$75,000	\$600,000
101-119-43-42001	General Fund Expenditures Public Works Environmental Compliance Division Contract Services	Increase budget for on-call environmental services contracts	\$124,765	\$75,000	\$199,765

FIRST AMENDMENT TO AGREEMENT
Agreement #: PWD-RINCON-173-21-22

Attachment 2

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this _____ day of November, 2021, amends the Agreement heretofore entered into between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and RINCON CONSULTANTS, INC., hereinafter called "CONSULTANT".

RECITALS

CITY and CONSULTANT entered into an Agreement PWD-RINCON-173-21-22 for an amount of \$24,500 on August 5, 2021 for on-call environmental services; and CITY and CONSULTANT now desire to increase the compensation to allow for additional on-call services.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment will be a total fee of \$50,500. The total for the Agreement and this Amendment will be \$75,000.
2. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.
4. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
5. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

FIRST AMENDMENT TO AGREEMENT
Agreement #: PWD-RINCON-173-21-22

Attachment 2

CITY OF CARMEL-BY-THE-SEA

By: _____
Chip Rerig, City Administrator

Date: _____

RINCON CONSULTANTS. INC.

By: _____
Megan Jones, Principal

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Ashlee Wright, Acting City Clerk

Date: _____

FIRST AMENDMENT TO AGREEMENT
Agreement #: PWD-DUDEK-172-21-22

Attachment 3

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this _____ day of November, 2021, amends the Agreement heretofore entered into between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and DUDEK hereinafter called "CONSULTANT".

RECITALS

CITY and CONSULTANT entered into an Agreement PWD-DUDEK-172-21-22 for an amount of \$24,500 on August 6, 2021 for on-call environmental services; and CITY and CONSULTANT now desire to increase the compensation to allow for additional on-call services.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment will be a total fee of \$50,500. The total for the Agreement and this Amendment will be \$75,000.
2. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.
4. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
5. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

FIRST AMENDMENT TO AGREEMENT
Agreement #: PWD-DUDEK-172-21-22

Attachment 3

CITY OF CARMEL-BY-THE-SEA

By: _____
Chip Rerig, City Administrator

Date: _____

DUDEK

By: _____
Joseph Monaco, President/CEO

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Ashlee Wright, Acting City Clerk

Date: _____



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 1, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Sharon Friedrichsen - Director, Contracts and Budgets

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-071 Designating Agents Authorized to Execute Applications with the California Governor's Office of Emergency Services to Obtain Financial Assistance for Disaster Relief

RECOMMENDATION:

Resolution 2021-071 Designating Agents Authorized to Execute Applications with the California Governor's Office of Emergency Services to Obtain Financial Assistance for Disaster Relief.

BACKGROUND/SUMMARY:

On January 29, 2021, Governor Newsom issued an emergency proclamation for the counties of Monterey and San Luis Obispo due to damage sustained from winter (late January and February) storms. This proclamation resulted in funding through the California Disaster Assistance Act to affected counties. City staff have submitted an application for reimbursement for costs incurred for emergency tree removal during the winter 2021 storm. As part of the application process, the City is required to have a current Designation of Applicant's Agent Resolution (Cal OES Form 130) on file with the California Governor's Office of Emergency Services (Cal OES).

The resolution identifies three positions authorized to file applications with Cal OES to obtain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and/or state financial assistance under the California Disaster Assistance Act. These positions include the City Administrator, Police Chief/Director of Public Safety and the Public Works Superintendent. The resolution is effective for all open and future disasters up to three years following the date of adoption. The City Council previously adopted a similar resolution in 2017.

FISCAL IMPACT:

Under the Public Assistance Program, the state cost shares 75% and local government shares 25% percent of eligible costs. Eligible Emergency Work includes debris removal and emergency response and protective measures. The City anticipates receiving approximately \$2,726 for reimbursement for tree removal, which is an eligible cost under debris removal.

PRIOR CITY COUNCIL ACTION:

Council adopted a similar resolution (Resolution 2017-083) on July 11, 2017.

ATTACHMENTS:

Attachment #1- Resolution Authorizing Agents for CalOES Funding

Attachment #2 - OES Resolution

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-071

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DESIGNATING AUTHORIZED AGENTS WITH THE CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES TO OBTAIN FINANCIAL ASSISTANCE FOR DISASTER RELIEF**

WHEREAS, Governor Newsom issued an emergency proclamation on January 29, 2021 for Monterey and San Luis Obispo counties due to damage sustained from winter storms; and

WHEREAS, the City seeks reimbursement under the California Disaster Assistance Act for emergency work, and in order to obtain funding, the California Governor's Office of Emergency Services (Cal OES) needs a current Designation of Applicant's Agent Resolution on file; and

WHEREAS, the resolution authorizes the positions of City Administrator, Police Chief/Director of Public Safety and Public Works Superintendent to execute applications; and

WHEREAS, the resolution is effective for all open and future disasters up to three years following the date of adoption.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Authorize the positions of City Administrator, Police Chief/Director of Public Safety and/or Public Works Superintendent to execute applications on behalf of the City.

Authorize the City Clerk to complete and certify Cal OES "Designation of Applicant's Agent resolution for Non-State Agencies" (Cal OES Form 130).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of November, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Interim City Clerk

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 053-11250

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
(Governing Body) (Name of Applicant)

THAT CITY ADMINISTRATOR, OR
(Title of Authorized Agent)

POLICE CHIEF/DIRECTOR OF PUBLIC SAFETY, OR
(Title of Authorized Agent)

PUBLIC WORKS SUPERINTENDENT
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the CITY OF CARMEL-BY-THE-SEA, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the CITY OF CARMEL-BY-THE-SEA, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of NOVEMBER, 20 21

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, ASHLEE WRIGHT, duly appointed and CITY CLERK of
(Name) (Title)

CITY OF CARMEL-BY-THE-SEA, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the CITY COUNCIL of the CITY OF CARMEL-BY-THE-SEA
(Governing Body) (Name of Applicant)

on the 2ND day of NOVEMBER, 20 21.

(Signature)

(Title)

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130 - Instructions

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

November 1, 2021
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2021-072 Of The City Council Of The City Of Carmel- by-the-Sea Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)

RECOMMENDATION:

Adopt Resolution 2021-072 Of The City Council Of The City Of Carmel- by-the-Sea Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)

BACKGROUND/SUMMARY:

All meetings of the City of Carmel-by-the-Sea legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963).

Before COVID-19, Section 54953(b) of the Brown Act allowed for teleconferencing if the public agency complied with the following requirements:

1. At least a quorum of the members of the legislative body must participate from locations within the boundaries within the jurisdiction of the local agency.
2. An agenda shall be posted at all teleconference locations.
3. Each teleconference location shall be identified in the notice and agenda of the meeting.
4. Each teleconference location shall be accessible to the public.

Due to COVID-19, Governor Newsom temporarily suspended compliance with these requirements and as a result, city officials were allowed to teleconference from locations such as their homes without needing to open up those homes or other locations for entry by members of the public. However, Governor Newsom's temporary suspension of such rules will expire as of September 30, 2021.

AB 361 amended Government Code Section 54953 and authorizes a City to continue to allow the modified teleconferencing rules, subject to the existence of certain requirements which are listed below in this Staff Report.

Government Code section 54953(e)(1) lists the circumstances under which a local agency may use such

modified teleconferencing procedures, as follows:

(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic. The State of Emergency remains in effect and COVID-19 continues to threaten the health and lives of the public and the Delta variant is highly transmissible in indoor settings. In addition, breakthrough cases are becoming more common.

On September 22, 2021, the County of Monterey Health Department issued a Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies (see Attachment 1) which provides:

“The Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies of local agencies, to the extent possible.

Monterey County continues to experience transmission of COVID-19 locally. Physical and social distancing is still an effective measure to reduce the spread of COVID-19, especially when combined with use of face coverings, frequent hand washing, staying home when ill, testing, and vaccination with U.S. Food and Drug Administration approved or authorized COVID-19 vaccines.

Remote meetings of legislative bodies allow for the virtual participation of agency staff, presenters, and community members in safer environments, with less risk of exposure to SARS-CoV-2, the virus that causes COVID-19.

The Monterey County Health Officer will continue to monitor local metrics and the necessity of this recommendation.”

Thus, meetings of the City Council and its legislative bodies may be held pursuant to the terms of Government Code Section 54953(e)(1)(A) so long as a proclaimed state of emergency continues and state or local officials continues to impose or recommend measures to promote social distancing.

If, for some reason, state or local officials discontinue imposing or recommending measures to promote social distancing, the proposed Resolution would also authorize teleconferencing under the rules of 54953(e) so long as a proclaimed state of emergency continues.

On October 4, 2021, the City Council adopted the initial Resolution No. 2021-057 authorized by AB 361 to allow for meetings of the City Council to be held telephonically.

Government Code Section 54953 (e) (3) provides that every 30 days after teleconferencing for the first time, and every 30 days thereafter, to continue teleconferencing the City Council must state that it has reconsidered the circumstances of the state of emergency and that any of the following circumstances exist: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person or (2) State or local officials continue to impose or recommend measures to promote social distancing. Currently, one or both of these circumstances continue to exist and, for that reason, the recommended action is for the City Council to adopt the attached Resolution Of The City Council Of The City Of Carmel- by-the-Sea Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e), Attachment 2 to this Staff Report. This Resolution will authorize the City Council to continue to hold teleconference meetings within the requirements of AB 361, but does not prohibit the City from holding in person meetings in the future.

If the Resolution is adopted, then the City and its legislative bodies must follow the procedures set forth by AB 361, which include the following:

1. Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
2. The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to “address the legislative body directly.” The agency does not have to provide an in-person option for the public to attend the meeting.
3. The meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.”
4. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
5. The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
6. Reasonable time for public comment must be provided. If the agency provides a timed public comment period, the public comment period must be left open until the time expires.
7. All votes must be taken by roll call.
8. The legislative body must approve a resolution making findings every 30 days to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

If the state of emergency ends or if the City Council decides to rescind the Resolution, then meetings of the City Council and other legislative bodies of the City must comply with the pre-COVID teleconferencing rules of 54953(b) described earlier in this Staff Report.

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

On October 4, 2021, the City Council adopted the initial Resolution No. 2021-057 authorized by AB 361 to

allow for meetings of the City Council to be held telephonically.

ATTACHMENTS:

Attachment 1 - County of Monterey Health Department Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies issued September 22, 2021

Attachment 2 - Resolution for AB 361 Teleconference Meetings D...



COUNTY OF MONTEREY HEALTH DEPARTMENT

Attachment 1

Elsa Mendoza Jimenez, Director of Health

Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies

Issued: September 22, 2021

The Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies of local agencies, to the extent possible.

Monterey County continues to experience transmission of COVID-19 locally. Physical and social distancing is still an effective measure to reduce the spread of COVID-19, especially when combined with use of face coverings, frequent hand washing, staying home when ill, testing, and vaccination with U.S. Food and Drug Administration approved or authorized COVID-19 vaccines.

Remote meetings of legislative bodies allow for the virtual participation of agency staff, presenters, and community members in safer environments, with less risk of exposure to SARS-CoV-2, the virus that causes COVID-19.

The Monterey County Health Officer will continue to monitor local metrics and the necessity of this recommendation.

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-072

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL- BY-THE-SEA
PROCLAIMING THE CONTINUING NEED TO MEET BY TELECONFERENCE PURSUANT
TO GOVERNMENT CODE SECTION 54953 (e)**

WHEREAS, all meetings of the City of Carmel-by-the-Sea legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, such State of Emergency remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of City of Carmel-by-the-Sea residents; and

WHEREAS, the Delta variant is highly transmissible in indoor settings; and

WHEREAS, breakthrough cases are becoming more common;

WHEREAS, on October 4, 2021, the City Council adopted Resolution No. 2021-057 Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Carmel-by-the-Sea that:

Section 1. Imminent Risk to Health and Safety. Due to COVID-19, holding City Council and other legislative body meetings in person will present imminent risk to the health and safety to attendees.

Section 2. Findings. The City Council has reconsidered the circumstances of the state of emergency and finds that: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person and (2) The County of Monterey continues to recommend measures to promote social distancing.

Section 2. Compliance With Government Code Section 54953. The City Council and other legislative bodies will continue to meet by teleconference in accordance with Government Code section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately

upon its adoption and shall be effective until the earlier of (i) 30 days from the date of adoption of this Resolution, or (ii) such time the City Council adopts a subsequent resolution rescinding this Resolution.

Section 4. Future Resolutions. The City Council expressly reserves the right to adopt Resolutions more than 30 days after this date of adoption of this Resolution to authorize the City Council and other legislative bodies to continue to meet by teleconference in accordance with Government Code section 54953(e) provided that a State of Emergency exists as of the date of adoption of such Resolutions.

PASSED AND ADOPTED by the City Council of the City of Carmel-by-the-Sea this 1st day of November, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Acting City Clerk



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

November 1, 2021
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Maxine Gullo, Ass't. City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2021-073 authorizing the City Administrator to execute a professional services agreement with Bob Murray & Associates for executive recruitment services for Public Safety Director/Police Chief and Director of Library and Community Activities for a not-to-exceed- amount of \$51,000.

RECOMMENDATION:

Adopt Resolution 2021-073 authorizing the City Administrator to execute a professional services agreement with Bob Murray & Associates for executive recruitment services for Public Safety Director/Police Chief and Director of Library and Community Activities for a not-to-exceed- amount of \$51,000.

BACKGROUND/SUMMARY:

The City Administrator directed staff, after the retirement of Public Safety Director/Chief of Police Tomasi submitted his resignation, to get quotes from executive recruitment firms that possess a good reputation within their respective industry with similar recruitments and/or nearby region. The City received two (2) bids and two vendors declined due to workload capacity.

The recruitment of a new Public Safety Director/Chief of Police and Director of Library and Community Activities are both important and critical to this organization and community. The advantages of utilizing an outside executive recruiter is that they have a personal network of contacts and potential candidate and extensive knowledge of the job market, which allow for qualified candidates to be identified quickly. The Executive Firm will provide the following:

- **Develop Ideal Candidate Profile:** Assess the City's objectives, goals and priorities to match the candidates' strengths and reflected in the job announcement and recruitment materials for the position.
- **Outreach:** Once the job is posted identifying the ideal candidate profile, the executive recruiter will immerse in a variety of activities to find quality candidates. Efforts include advertising, marketing on social media, and direct contact with potential candidates.
- **Candidate Screening:** The executive recruitment firm will vet the applicant pool and recommend a short

list of qualified candidates to the City Administrator. The City Administrator will review the short list and narrow the pool to the top 3-5 candidates to be invited for formal interviews.

- **Candidate Interviews:** Candidate interviews are conducted in a structured oral board setting with a panel interview(s). At the conclusion of the oral board, the executive recruiter will conduct a debrief of the process and the City Administrator will select the finalist(s) to move forward. Once a finalist is selected, a reference check and background are completed and the finalist will advance to negotiations for the employment contract with the City Administrator.

Reputable executive recruitment firms are charging in the range of \$25k - \$30k per executive recruitment in this region. In addition, the typical timeline for an executive recruitment is 3 to 4 months. Given the criticality of the Public Safety Director/Police Chief, it is necessary to begin this recruitment as soon as possible as the Interim Public Safety Director/Police Chief has stringent restrictions as a CalPERS retired annuitant and has a limited duration to work.

FISCAL IMPACT:

The executive recruitments were not budgeted in the FY 21/22 operating budget, however, this amount will be included in the mid-year budget adjustment presentation to City Council for approval.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 - Resolution 2021-073

Attachment 2 - Contract

Exhibit A_Scope of Services

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2021-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BOB MURRAY & ASSOCIATES FOR DIRECTOR OF PUBLIC SAFETY/POLICE CHIEF AND DIRECTOR OF LIBRARY AND COMMUNITY ACTIVITIES EXECUTIVE RECRUITMENTS FOR AN AMOUNT NOT TO EXCEED \$51,000

WHEREAS, the City of Carmel-by-the-Sea Human Resources staff received quotes for executive recruitment services; and

WHEREAS, two executive recruitment firms declined to bid due to workload capacity; and

WHEREAS, the City received two bids for executive recruitment services; and

WHEREAS, the City Administrator wishes to enter into an agreement with Bob Murray & Associates that came in as the lowest bid; and

WHEREAS, the cost of said agreement shall not be in an amount not to exceed \$51,000 for the Public Safety Director/Police Chief and Director of Library & Community Activities executive recruitments; and

WHEREAS, the cost of the said agreement shall come from the Human Resources operating budget; and

WHEREAS, all purchase and/or any offer with a value of \$25,000 or more requires Council approval by resolution in accordance with the Carmel Municipal Code.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute a professional services agreement with Bob Murray & Associates for executive recruitments for a not-to-exceed-amount of \$51,000.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Ashlee Wright
Interim City Clerk

PROFESSIONAL SERVICES AGREEMENT
Executive Recruitment Services

THIS AGREEMENT is executed this ____ day of November 2021, by and between the City of Carmel-by-the-Sea, a municipal corporation, (hereinafter "City"), and Bob Murray & Associates. (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: **executive recruitment services.** The Scope of Services is attached hereto as Exhibit "A." Consultant agrees to all of the following:

- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- ii. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

B. **Change Orders.**

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount

approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.

- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, in a total amount not-to-exceed **Fifty-One Thousand Dollars (\$51,000.00)**. Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, hourly rates, all-inclusive fees, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
 - i. Invoice number and date;
 - ii. A brief description of services performed for each project phase and/or task;

- iii. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount and the costs incurred for reimbursable items as applicable;
- iv. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods as applicable;

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.

D. **Audit and Examination of Accounts:**

- i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.

- iv. Consultant must include the requirements of Section 2E, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by November 2, 2021 and must be completed by June 30, 2022 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- B. **Independent Contractor:**
 - i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Consultant person is free from the control and direction of the City with the performance of the work. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.

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

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Maxine Gullo
 Title: Assistant City Administrator
 Address: P.O. Box CC, Carmel-by-the-Sea, CA 93921
 Telephone: 831.620.2008
 Email: mgullo@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Bob Murray & Associates
 Address: 1544 Eureka Road, Suite 280, Roseville, CA 95661
 Telephone: (916) 784-9080
 Email:

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable

to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnatee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8. Further, Consultant will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, a Consultant employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, Consultant's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

For purposes of this section, Consultant shall include Consultant's officers, directors, employees, agents, and subcontractors, and Agency shall include Agency's elected officials, appointed officials, officers, employees, and volunteers. These definitions shall not be interpreted to subject any Consultant officer, director, employee, agent or subcontractor to individual liability under this contract, nor shall it be interpreted to subject any City elected official, appointed official, officer, employee or volunteer to individual liability under this contract.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a

combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
 - iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
 - iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated 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 insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

9. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- C. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

10. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other

than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

11. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services

related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;

- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

12. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable

attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

13. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to

the date of termination upon Consultant's delivery to the City of such Materials.

- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

14. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

15. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, may 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, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure**. Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any

Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant 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.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement 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.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator, or Designee Signature

Consultant Signature

Chip Rerig

Printed Name Date

Printed Name Date

City Administrator

Title

APPROVED AS TO FORM:

By: _____

Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____

Ashlee Wright, Interim City Clerk

Date: _____

Attachments

Exhibit "A" Scope of Services



A Proposal to Conduct an Executive Recruitment
for the Positions of
CHIEF OF POLICE, POLICE COMMANDER, AND THE DIRECTOR OF
LIBRARY AND COMMUNITY ACTIVITIES
on behalf of the



1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

September 27, 2021

MR. CHIP RERIG
CITY ADMINISTRATOR
CITY OF CARMEL-BY-THE-SEA
P.O. BOX CC
CITY OF CARMEL-BY-THE-SEA, CA 93921

Submitted Via Email To: mgullo@ci.carmel.ca.us

Dear Mr. Rerig:

Bob Murray & Associates is pleased to submit a proposal to conduct the Chief of Police, the Police Commander, and the Director of Library & Community Activities recruitments for the City of Carmel-by-the-Sea. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Carmel-by-the-Sea will match the criteria you have established, be a good fit for your organization, and be outstanding in their field.

With respect to the Chief of Police and the Police Commander recruitments and the City of Carmel-by-the-Sea, Bob Murray & Associates has a national network of contacts and unparalleled experience conducting successful Police Chief recruitments. Since the firm's founding in 2000, we have conducted over 200 Police Chief and Assistant Police Chief searches for a diverse collective of agency cultures. We are currently conducting Police Chief recruitments on behalf of the California cities of Capitola, El Segundo, Huntington Beach, Montebello, and Vacaville. We are also currently conducting the Police Chief recruitment on behalf of the Town of Los Gatos, CA, the City of Tacoma, WA and the Santa Ana Unified School District, CA. In addition, we are conducting the Police Lieutenant recruitment on behalf the Fontana Unified School District, CA and the Police Captain recruitment on behalf of the City of Newark, CA. Our extensive experience in Chief of Police, command staff recruitments, and our national network of contacts will provide the City of Carmel-by-the-Sea with an outstanding candidate pool from which to select the next Chief of Police and Police Commander.

Recent Chief of Police and Police Commander recruitments we have completed similar in size and scope to your upcoming search include the following:

2021

California State University, Sacramento
City of Alameda, CA
City of Delano, CA
City of Dixon, CA
City of Menlo Park, CA

City of Oceanside, CA
City of Roseville, CA
City of San Rafael, CA
City of Walnut Creek, CA
City of Westminster, CA
City of Willits, CA

2020

City of Aurora, CO
 California State University, Chico
 California State University, Humboldt
 California State University, Santa Barbara
 City of Chico, CA
 City of Fairfield, CA
 City of Laguna Beach, CA (Outreach)
 City of Livermore, CA
 City of Oakley, CA
 City of Richmond, CA

2019

City of Anaheim, CA (Deputy Chief of Police)
 City of Desert Hot Springs, CA (Deputy Police Chief)
 Fontana Unified School District, CA
 City of Hermosa Beach, CA
 Los Angeles World Airport, CA

City of Newark, CA
 City of Riverside, CA
 City of Selma, CA
 City of Westminster, CA

2018

California State University, East Bay
 City of Anaheim, CA
 City of Arcata, CA
 City of Corona, CA
 City of Delano, CA
 City of Hercules, CA
 City of Menifee, CA
 City of San Diego, CA
 City of Vancouver, WA (Assistant Chief of Police (2 Positions))
 San Jose State University, CA

We work as a team on every search at Bob Murray & Associates. Your Project Lead for the Chief of Police and Police Commander positions would be Joel Bryden and Adele Fresé, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiters.

Bob Murray & Associates has an unmatched record of success in recruiting local government professionals. With over 25 years of experience, we have conducted hundreds of searches for municipal and special district executives, including those for Community Services/Public Works professionals. We are currently conducting the Library & Community Services Director on behalf of the City of Sunnyvale, CA. We most recently conducted the Library & Community Services Director recruitment on behalf of the City of National City, CA; the Director of Community Services recruitment on behalf of the City of Placentia, CA; the Director of Parks and Recreation recruitment on behalf of the City of Fairfield; the Director of Parks, Recreation, and Libraries on recruitment behalf of the City of Roseville, CA; the Parks and Recreation Director recruitment on behalf of the City of Rocklin, CA; and the OC Parks Deputy Director recruitment on behalf of Orange County, CA. We previously conducted the Director of Communications and Community Relations recruitment on behalf of the Port of Long Beach, CA; the Assistant Director of Community Services recruitment on behalf of the City of Palo Alto, CA; the District Director recruitment on behalf of the Palos Verdes Library District; the Library Director recruitment on behalf of the City of Riverside, CA; the Library and Community Services Director recruitment on behalf of the City of Salinas, CA; the Community Affairs Manager recruitment on behalf of Spokane Valley Fire Department, WA; the Community Services and Safety Director recruitment on behalf of the City of Commerce, CA; the Community Services Director recruitment on behalf of the City of Peoria, AZ; and the General Manager recruitments on behalf of the Bear Valley Community Services District, the Big Bear Community Services District, Jurupa Community Services District, the Livermore Area Recreation and Park District, Mountain House Community Services District, and the Town of Discovery Bay's Community Services District, in California. Our knowledge of outstanding candidates and extensive network of contacts will ensure that the

City of Carmel-by-the-Sea has an outstanding group of finalists from which to select the new Director of Library and Community Activities.

Your Project Lead for the Director of Library and Community Activities would be Valerie Gaeta Phillips or Carmen Valdez, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 16 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding the perfect fit, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the Chief of Police, the Police Commander, and the Director of Library & Community Activities will lead to superlative results for the City of Carmel-by-the-Sea. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Carmel-by-the-Sea's needs will be key to a successful search. Joel Bryden, Adele Fresé, Valerie Gaeta Phillips, and Carmen Valdez will meet with the City Administrator and key stakeholders to learn as much as possible about the ideal candidate for the Chief of Police, the Police Commander, and the Director of Library & Community Activities positions. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Carmel-by-the-Sea.

Joel Bryden, Adele Fresé, Valerie Gaeta Phillips, and Carmen Valdez will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the city to identify expectations regarding education and experience. The City Administrator and Joel Bryden, Adele Fresé, Valerie Gaeta Phillips, and Carmen Valdez will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Carmel-by-the-Sea so desires, we will work with the City Administrator to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez and your dedicated Recruitment Coordinator will use the candidate profiles developed with the City of Carmel-by-the-Sea to create professional recruitment brochures, with the assistance of our professional graphic designer. The four-page, full-color brochures will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Carmel-by-the-Sea that you feel best represent your organization and your community.

Upon your approval, Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Chief of Police, Police Commander, and the Director of Library & Community Activities positions. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will also design an effective advertising campaign appropriate for the Chief of Police, Police Commander, and the Director of Library and Community Activities recruitments. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Chief of Police, Police Commander, and the Director of Library & Community Activities fields.

Suggested Police Chief-specific advertising sources for the City of Carmel-by-the-Sea's search include:

- California Police Chiefs
- Hispanic American Police Command Officers Association
- National Organization of Black Law Enforcement Executives
- National Association of Women Law Enforcement Executives

Suggested Director of Library and Community Activities-specific advertising sources for the City of Sunnyvale's search include:

- Women's League in Government
- California Parks & Recreation Society
- California Library Association
- American Library Association

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Carmel-by-the-Sea, to maximize the potential for individuals from a wide variety of backgrounds, races, cultures, physical abilities, life experiences, and gender to be considered for the Chief of Police, Police Commander, and the Director of Library and Community Activities positions.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Chief of Police, Police Commander, and the Director of Library and Community Activities recruitments.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will discuss with the City Administrator how the City of Carmel-by-the-Sea wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Mr. Bryden, Ms. Gaeta Phillips, and Ms. Valdez will explore each candidate's background and experience as it relates to the Chief of Police, Police Commander, and the Director of Library and Community Activities positions, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert your recruiter to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will recommend a limited number of candidates for your further consideration. They will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Carmel-by-the-Sea to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Administrator and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez helps the City of Carmel-by-the-Sea to design.

Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile

- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, Ms. Valdez, and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez know what other organizations have done to put deals together with great candidates and what the current market is like for Chief of Police, Police Commander, and the Director of Library and Community Activities positions in organizations like the City of Carmel-by-the-Sea's. They will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Carmel-by-the-Sea, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the

recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez on behalf of the City of Carmel-by-the-Sea.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will be available to the City of Carmel-by-the-Sea by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting three (3) executive recruitments, on behalf of the City of Carmel-by-the-Sea, is \$18,500 for the first recruitment (1), \$18,000 for the second recruitment (2). The final or third recruitment (3) will be \$17,500 provided the recruitment start date is within six months of the contract date. Services provided for in this fee consist of all steps outlined in this proposal, including two (2) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for each project. In fact, our mission for each project is to ensure we assist in identifying the right candidate for the City of Carmel-by-the-Sea. Therefore, Mr. Bryden, Ms. Fresé, Ms. Gaeta Phillips, and Ms. Valdez will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of Carmel-by-the-Sea will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,900 per recruitment. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Carmel-by-the-Sea.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Carmel-by-the-Sea.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee) -Recruitment 1	\$18,500
Reimbursable Expenses <i>Example costs and approximate amounts include:</i> Brochure Design and Printing (\$1,275) Advertising (\$3,000) Background Checks – 3 candidates (\$550) Consultant Travel (\$1,500) Other expenses – supplies, shipping, clerical (\$575)	\$6,900
Not-to-Exceed Total	\$25,400

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey with analysis of results: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

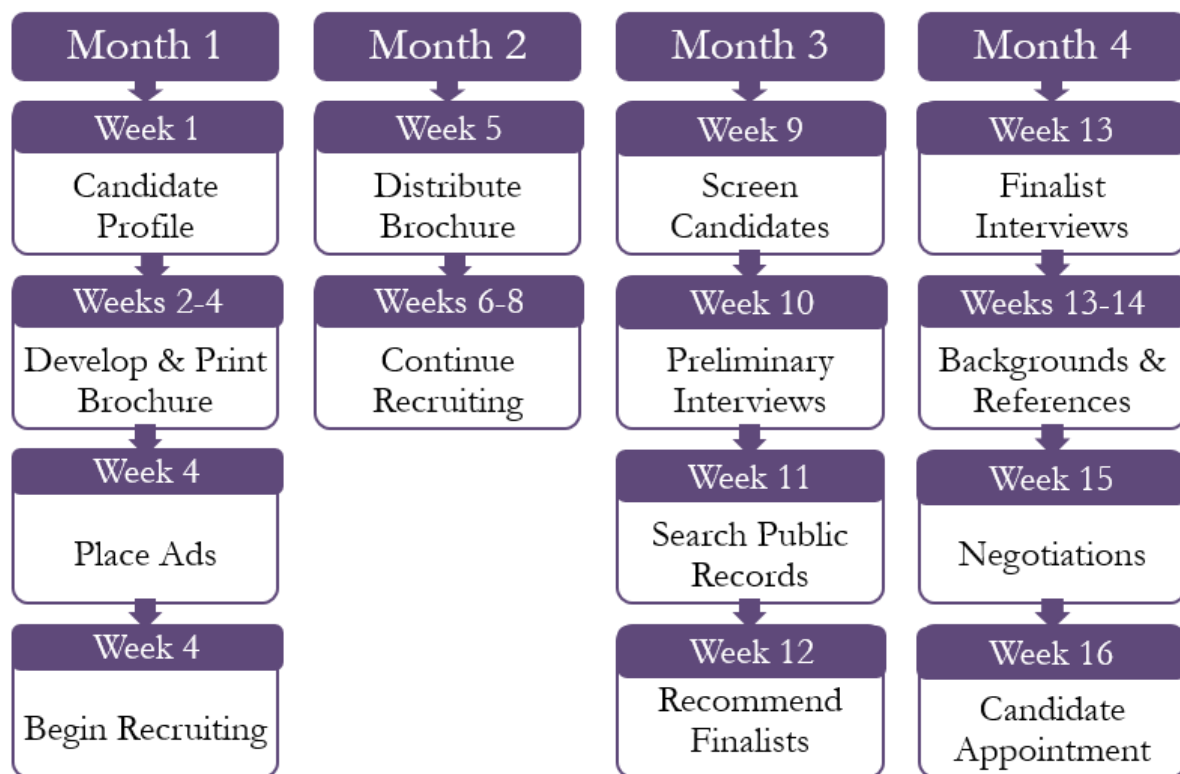
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of Carmel-by-the-Sea with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Carmel-by-the-Sea's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Carmel-by-the-Sea. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of eleven (11):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Regan Williams, *Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Carmen Valdez, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Amber Smith, *Principal Recruitment Coordinator*
- Sky Baclig, *Senior Recruitment Coordinator*
- Gini Herndon, *Contracts Administrator/Bookkeeper*

BOB MURRAY, FOUNDER

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and

non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a good "fit" for organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT AND RECRUITER

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 17 years of experience in executive recruitments with our firm. In his time with Bob Murray & Associates, Regan has conducted over 275 executive searches ranging from managers and department heads to City Managers, Executive Directors, and General Managers. If Regan were to have a recruiting specialty, it would be public safety positions: he has personally conducted over 60 Police Chief and 20 Fire Chief recruitments.

Prior to joining Bob Murray & Associates, Regan served as Director of Public Safety with the City of Sunnyvale, CA. He was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. Regan's clients find his prompt and personal attention, insight, and expertise in recruitment and selection an asset. He is often called upon to recruit for difficult-to-fill law enforcement positions, such as the position of Police Chief or City Manager in challenging political environments.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT AND RECRUITER

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2013. Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 100 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the

Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

CARMEN VALDEZ, SENIOR EXECUTIVE RECRUITER

Carmen Valdez provides executive recruitment and human resource services to municipal government agencies and non-profits. She has more than 25 years' experience in team-building, executive search, general human resources, classification and compensation, testing, policy development, performance management, organizational development, discipline, and other employee relations activities.

Carmen has most recently been consulting with Municipal Resource Group, prior to which she spent over 30 years with the City of Milpitas, a Silicon Valley city of 70,000 residents. In this capacity, she was responsible for collective bargaining, PEPR and Affordable Care Act implementation, modernizing Human Resource services to improve efficiencies and reduce costs, revamping the Workers Compensation service delivery and completing a City-wide strategic plan. Carmen also spent almost 2 years as the Director of Recreation Services.

In addition to her significant experience in the public sector, Carmen earned a Bachelor of Arts degree in Business from University of Phoenix. She is also a member of Local Government Hispanic Network and League of Women in Government. She is an avid runner and enjoys giving back to her community.

ADELE FRESÉ, SENIOR EXECUTIVE RECRUITER

Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as a Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in

Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

AMBER SMITH, PRINCIPAL RECRUITMENT COORDINATOR

As Principal Recruitment Coordinator with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. Under the direction of each client's assigned Recruiter, Amber is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team. She also provides leadership for our in-house staff and is an invaluable resource.

Amber brings over a decade of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. Since joining our team in 2013, she has shown a commitment to working as a partner with clients and candidates to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

SKY BACLIG, SENIOR RECRUITMENT COORDINATOR

A Ms. Baclic is a Senior Recruitment Coordinator with Bob Murray & Associates and is an essential part of our hiring experience. She partners closely with the executive recruiters to support hiring initiatives and is responsible for facilitating the movement of candidates through the recruitment process.

Her responsibilities entail everything from creating marketing materials, posting available positions to job boards, candidate research, interview scheduling, conducting background checks, and ensuring the overall hiring process runs smoothly.

Sky graduated from California State University Sacramento with her bachelor's degree in Liberal Studies. She has over a decade of client service experience and 5 years in Human Resources. She possesses thorough knowledge of Human Resources best practices and relies on her service-oriented attitude to support management/clients and team.

She has a passion for helping people and connecting both personally and professionally. Outside of the workplace, Sky likes to spend time with her family, her dog, Oliver, and travel the world.

GINI HERNDON, CONTRACTS ADMINISTRATOR/BOOKKEEPER

Ms. Gini Herndon is the Contracts Administrator/Bookkeeper at Bob Murray & Associates. Ms. Herndon is the first point of contact at Bob Murray & Associates and has an extensive administrative background in business law.

Ms. Herndon is known for her collaborative approach as she works closely with our internal team and clients to ensure a successful search. As a first point of contact, Ms. Herndon is highly professional and maintains a high level of confidentiality and sensitivity.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Carmel-by-the-Sea:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*
- National Forum for Black Public Administrators (NFBPA) – *Committee member for Marketing and Branding*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month; and
- “The Next Step on Your Career Ladder: A Rung Up or a Missed Step? What City Managers are Seeking to Create a Dream Team,” Bob Murray & Associates is a leading participant on the MMANC 2019 Conference Panel

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT: City of Livermore, CA
POSITION: Police Chief
POSITION: Police Captain
REFERENCE: Mr. Marc Roberts, City Manager
 (925) 960-4040
 Ms. Nancy Dias, HR Manager
 (925) 960-4115

CLIENT: City of Richmond, CA
POSITION: Police Chief
REFERENCE: Ms. Laura Snideman, City Manager
 (510) 890-5051

CLIENT: City of Placentia, CA
POSITION: Director of Community Services
REFERENCE: Mr. Damien Arrula, City Administrator
 (714) 993-8186
 Ms. Rosanna Ramirez, Director of Administrative Services (DCS)
 (714) 993-8217

Client: City of Roseville, CA
Position: Director of Parks, Recreation, and Libraries
Reference: Mr. Dominic Casey, City Manager
 (916) 774-5362
 Ms. Mary Egan, Consultant
 (916) 261-7547

We appreciate the City of Carmel-by-the-Sea's consideration of our proposal and look forward to working with you.

