



City of Greenfield

599 El Camino Real
Greenfield, CA 93927

City Council Meeting Agenda

May 10, 2016

6:00 P.M.

Mayor John Huerta, Jr.

Mayor Pro-Tem, Raul Rodriguez

Councilmembers

Lance Walker

Avelina Torres

Leah Santibanez

Your courtesy is requested to help our meeting run smoothly.

Please follow the following rules of conduct for public participation in City Council meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

Please turn off cell phones and pagers.

A. CALL TO ORDER

B. ROLL CALL – CITY COUNCIL

Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibanez

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C. INVOCATION BY ELDER EUGENE PLASKETT

D. PLEDGE OF ALLEGIANCE

E. AGENDA REVIEW

F. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

This portion of the Agenda allows an individual the opportunity to address the Council on any items not on closed session, consent calendar, public hearings, and city council business.

Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when

addressing the Council regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** For record keeping purposes and in the event that staff may need to contact you, we request that all speakers step up to the lectern and use the microphone, stating your name and address, which is strictly voluntary. This will then be public information. A three-minute time limit may be imposed on all speakers other than staff members.

G. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the City Council, unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt.

G-1. APPROVE City of Greenfield Warrants #298870 through #298935 and Bank Drafts #1821 through #1832 in the amount of \$200,562.69 – ***Page 1***

G-2. APPROVE Minutes of the April 26, 2016 City Council Meeting – ***Page 14***

G-3. ADOPT a Resolution of the City Council of the City of Greenfield Approving the Garbage Collection, Disposal, and Recycling Rates for Fiscal Year 2016-2017 - ***Resolution #2016-29 – Page 19***

G-4. ADOPT a Resolution of the City Council of the City of Greenfield Approving the Final Map for the Vines at Greenfield Subdivision Consisting of Property Located on Walnut Avenue as Part of the Walnut Avenue Specific Plan Area - ***Resolution #2016-30 – Page 24***

H. MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS

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H-1. DISCUSSION Regarding Potential Veterans Facility Opportunity in the City of Greenfield

I. CITY COUNCIL BUSINESS

I-1. ADOPT a Resolution of the City Council of the City of Greenfield Awarding a Public Works Construction Contract in the Amount of \$1,922,016 to Stockbridge General Contracting, Inc. to Construct the New Proposition 84 Community Park and to Authorize the City Manager to Negotiate and Execute this Contract – **Page 31**

a. Staff Report

b. Public Comments

c. City Council Comments / Review / Action

Staff Recommended Action – Adopt Resolution #2016-31

I-2. DISCUSSION AND CONSIDERATION of Approval of a Professional Service Agreement with NBS Financial Consulting for \$12,500 for the Purpose of Studying How Best to Sustain Funding for Fire and EMS Service in Greenfield – **Page 35**

a. Staff Report

b. Public Comments

c. City Council Comments / Review / Action

Staff Recommended Action – Approve Agreement

I-3. ADOPTION of a Resolution of the City Council of the City of Greenfield Approving Amendment No. 1 to Memorandum of Agreement for the Next Generation Radio System Joint Governance and Financing – **Page 40**

a. Staff Report

b. Public Comments

c. City Council Comments / Review / Action

Staff Recommended Action – Adoption of Resolution #2016-32

I-4. ADOPTION of a Resolution of the City Council of the City of Greenfield, California Establishing the Measure VW Citizens' Oversight Committee Formation and Setting Forth Guidelines and Duties of the Committee – **Page 109**

a. Staff Report

b. Public Comments

c. City Council Comments / Review / Action

Staff Recommended Action – Adoption of Resolution #2016-33

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I-5. ADOPTION of a Resolution of the City Council of the City of Greenfield Authorizing the City Manager to Enter into a Contract with Pyro Spectaculars for a Fireworks Display on July 4, 2016 – **Page 115**

- a. Staff Report
- b. Public Comments
- c. City Council Comments / Review / Action

Staff Recommended Action – Adoption of Resolution #2016-34

I-6. FIRST READING of An Ordinance of the City Council of the City of Greenfield Adopting a Purchase System, Chapter 3.12 of the Greenfield Municipal Code and Repealing Any and All Previous Ordinances Pertaining Thereto – **Page 136**

- a. Staff Report
- b. Public Comments
- c. City Council Comments / Review / Action

Staff Recommended Action – Approval of First Reading

J. BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL

- a. City Council Development Committee
- b. City Council Agenda Committee
- c. City Council Parks Committee
- d. League of California Cities Monterey Bay Division
- e. Transportation Agency for Monterey County
- f. Association of Monterey Bay Area Governments
- g. Salinas Valley Solid Waste Authority
- h. Monterey Salinas Transit
- i. Mayor City Selection Committee
- j. Salinas Valley Mayors/Managers Group
- k. Planning Commission

K. COMMENTS FROM CITY COUNCIL

L. CITY MANAGER REPORT

M. ADJOURNMENT

This agenda is dually posted outside City Hall and on the City of Greenfield web site
www.ci.greenfield.ca.us



Greenfield, CA

Check Report

By Check Number

Date Range: 04/22/2016 - 05/05/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
03938	ACCOUNTEMPS	04/29/2016	Regular	0.00	5,250.59	298870
00179	AK & COMPANY	04/29/2016	Regular	0.00	1,125.00	298871
03963	AMERIPRIDE	04/29/2016	Regular	0.00	254.60	298873
00215	ANTHEM - BLUE CROSS	04/29/2016	Regular	0.00	33,043.04	298874
01318	ARMANDO MENDOZA	04/29/2016	Regular	0.00	250.00	298875
01318	ARMANDO MENDOZA	04/29/2016	Regular	0.00	15.00	298876
00101	AT&T	04/29/2016	Regular	0.00	70.64	298877
00202	BARCO PRODUCTS COMPANY	04/29/2016	Regular	0.00	459.02	298878
04057	BURTON & ASSOCIATES	04/29/2016	Regular	0.00	26,145.00	298879
03094	C & N ELECTRIC AND OUTDOOR POWER EQUIP.	04/29/2016	Regular	0.00	268.76	298880
00396	CASEY PRINTING	04/29/2016	Regular	0.00	3,308.61	298882
00305	CHEVRON, U.S.A.	04/29/2016	Regular	0.00	117.65	298883
03911	COMCATE	04/29/2016	Regular	0.00	2,258.00	298884
04098	CRISTANDO HOUSE, INC.	04/29/2016	Regular	0.00	299.00	298885
03968	DANIEL SOTELLO	04/29/2016	Regular	0.00	15.00	298886
00461	DATAFLOW BUSINESS SYSTEMS	04/29/2016	Regular	0.00	48.95	298887
03913	DOWNTOWN FORD SALES	04/29/2016	Regular	0.00	30,327.27	298888
00528	EL CAMINO ELECTRIC	04/29/2016	Regular	0.00	2,216.81	298889
00610	FEDERAL EXPRESS	04/29/2016	Regular	0.00	71.91	298890
00631	FERGUSON ENTERPRISES INC. 795	04/29/2016	Regular	0.00	65.08	298891
00321	FRANCISCO CEJA	04/29/2016	Regular	0.00	15.00	298892
00321	FRANCISCO CEJA	04/29/2016	Regular	0.00	150.00	298893
00721	GREENFIELD TRUE VALUE	04/29/2016	Regular	0.00	391.02	298894
03998	GREGORY ALLEN	04/29/2016	Regular	0.00	150.00	298895
00803	HYDRO TURF, INC.	04/29/2016	Regular	0.00	72.42	298896
00906	ICMA	04/29/2016	Regular	0.00	200.00	298897
00909	INTEGRATED CROP MANAGEMENT	04/29/2016	Regular	0.00	178.54	298898
01454	INTERWEST CONSULTING GROUP, INC.	04/29/2016	Regular	0.00	975.00	298899
01015	JWC ENVIRONMENTAL	04/29/2016	Regular	0.00	750.00	298900
01103	KING CITY VETERINARY HOSPITAL	04/29/2016	Regular	0.00	758.27	298901
03974	LC ACTION POLICE SUPPLY	04/29/2016	Regular	0.00	39.60	298902
04095	LIFTOFF LLC	04/29/2016	Regular	0.00	12,240.00	298903
01258	LOZANO SMITH	04/29/2016	Regular	0.00	427.67	298904
13023	MARLIN LEASING	04/29/2016	Regular	0.00	101.99	298905
03880	MBS BUSINESS SYSTEMS	04/29/2016	Regular	0.00	1,114.44	298906
13015	MNS ENGINEERS, INC.	04/29/2016	Regular	0.00	1,350.00	298907
01316	MONTEREY COUNTY SHERIFF'S DEPT	04/29/2016	Regular	0.00	6,607.90	298908
03105	MUSTAFA YASIN	04/29/2016	Regular	0.00	75.00	298909
01426	NIXON-EGLI EQUIPMENT CO.	04/29/2016	Regular	0.00	110.70	298910
01506	OFFICE DEPOT	04/29/2016	Regular	0.00	119.99	298911
01532	O'REILLY AUTO PARTS	04/29/2016	Regular	0.00	14.55	298912
03897	PACIFIC COAST LAND DESIGN, INC.	04/29/2016	Regular	0.00	750.00	298913
01601	PACIFIC GAS & ELECTRIC	04/29/2016	Regular	0.00	989.92	298914
01629	PARTS & SERVICE CENTER	04/29/2016	Regular	0.00	337.48	298915
00123	RUBY ALVAREZ	04/29/2016	Regular	0.00	250.00	298916
01960	SOUTH COUNTY NEWSPAPER	04/29/2016	Regular	0.00	190.00	298917
03882	SPCA FOR MONTEREY COUNTY	04/29/2016	Regular	0.00	3,836.95	298918
01998	STANDARD INSURANCE COM	04/29/2016	Regular	0.00	1,014.16	298919
00386	STATE OF CA DEPT. OF JUSTICE	04/29/2016	Regular	0.00	319.00	298920
01981	SUN BADGE CO.	04/29/2016	Regular	0.00	63.00	298921
01944	SWRCB	04/29/2016	Regular	0.00	5,879.79	298922
02071	TELCO AUTOMATION, INC.	04/29/2016	Regular	0.00	1,917.00	298923
04048	TIME CLOCK PLUS	04/29/2016	Regular	0.00	1,658.63	298924
00634	TYLER TECHNOLOGIES	04/29/2016	Regular	0.00	1,435.00	298925

Check Report

Date Range: 04/22/2016 - 05/05/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02201	VEGETABLE GROWERS SUPPLY	04/29/2016	Regular	0.00	4.81	298926
02210	VERIZON WIRELESS	04/29/2016	Regular	0.00	701.94	298927
02372	WALLACE GROUP	04/29/2016	Regular	0.00	8,380.00	298928
02601	ZUMAR INDUSTRIES, INC.	04/29/2016	Regular	0.00	667.15	298929
03999	Monterey County Business Council	05/02/2016	Regular	0.00	500.00	298930
00752	CITY OF GREENFIELD	05/04/2016	Regular	0.00	60.00	298931
00713	G P O A	05/04/2016	Regular	0.00	650.00	298932
00795	GREENFIELD POLICE SUPERVISORS	05/04/2016	Regular	0.00	150.00	298933
01911	SEIU 521	05/04/2016	Regular	0.00	342.94	298934
04100	CWEA-SFBS	05/05/2016	Regular	0.00	35.00	298935
01916	STATE STREET BANK & TRUST CO.	04/22/2016	Bank Draft	0.00	120.34	DFT0001821
01916	STATE STREET BANK & TRUST CO.	04/22/2016	Bank Draft	0.00	600.00	DFT0001822
01916	STATE STREET BANK & TRUST CO.	04/22/2016	Bank Draft	0.00	300.00	DFT0001823
01916	STATE STREET BANK & TRUST CO.	04/22/2016	Bank Draft	0.00	550.00	DFT0001824
01916	STATE STREET BANK & TRUST CO.	04/22/2016	Bank Draft	0.00	100.00	DFT0001825
01916	STATE STREET BANK & TRUST CO.	04/22/2016	Bank Draft	0.00	470.00	DFT0001826
00431	DEPT OF CHILD SUPPORT SERVICES	04/22/2016	Bank Draft	0.00	802.61	DFT0001827
00384	STATE OF CALIFORNIA EDD	04/22/2016	Bank Draft	0.00	1,014.19	DFT0001828
03103	Internal Revenue Service	04/22/2016	Bank Draft	0.00	3,351.78	DFT0001829
03103	Internal Revenue Service	04/22/2016	Bank Draft	0.00	14,331.40	DFT0001830
00384	STATE OF CALIFORNIA EDD	04/22/2016	Bank Draft	0.00	4,212.36	DFT0001831
03103	Internal Revenue Service	04/22/2016	Bank Draft	0.00	13,125.22	DFT0001832

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	128	64	0.00	161,584.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	12	0.00	38,977.90
EFT's	0	0	0.00	0.00
	140	76	0.00	200,562.69

Fund Summary

Fund	Name	Period	Amount
999	CASH CONTROL	4/2016	198,824.75
999	CASH CONTROL	5/2016	<u>1,737.94</u>
			200,562.69



Greenfield, CA

Expense Approval Report

By Fund

Payment Dates 4/22/2016 - 5/5/2016

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Monterey County Business Cou...	298930	05/02/2016	government membership	100-110-68300.000	500.00
C & N ELECTRIC AND OUTDOOR...	298880	04/29/2016	TRIMMERS	100-550-66300.000	134.38
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	180.56
TIME CLOCK PLUS	298924	04/29/2016	SYSTEMS SUPPORT CONTRACT ...	100-901-81335.000	1,197.17
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	51.50
TIME CLOCK PLUS	298924	04/29/2016	V7 TO V7 UPGRADE LICENSE TO...	100-901-81335.000	461.46
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	202.21
PARTS & SERVICE CENTER	298915	04/29/2016	7314 - RIVETS	100-215-66200.000	4.28
OFFICE DEPOT	298911	04/29/2016	OFFICE SUPPLIES	100-170-61400.000	27.22
OFFICE DEPOT	298911	04/29/2016	OFFICE SUPPLIES	100-310-61400.000	11.31
MBS BUSINESS SYSTEMS	298906	04/29/2016	COPY CHARGES - PD	100-201-61200.000	280.45
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	51.50
ANTHEM - BLUE CROSS	298874	04/29/2016	MAY 2016	100-22320	33,043.04
OFFICE DEPOT	298911	04/29/2016	STAMP DATER	100-310-61400.000	81.46
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	100-110-64600.000	54.70
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	100-230-64600.000	50.83
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	100-230-64900.000	38.01
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	100-550-64600.000	32.65
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	100-601-64600.000	327.97
PARTS & SERVICE CENTER	298915	04/29/2016	7317 - OIL FILTER	100-215-66200.000	5.40
PARTS & SERVICE CENTER	298915	04/29/2016	7314 - TIEDOWN	100-230-66200.000	25.81
ACCOUTEMP	298870	04/29/2016	TEMP SERVICES - M. TAYROS	100-190-63900.000	1,319.52
MONTEREY COUNTY SHERIFF'S ...	298908	04/29/2016	CJIS - QUARTER 3	100-215-63400.000	6,607.90
SPCA FOR MONTEREY COUNTY	298918	04/29/2016	SPCA ANIMAL CONTROL SERVIC...	100-230-63400.000	3,836.95
PARTS & SERVICE CENTER	298915	04/29/2016	7314 - WASHER	100-230-66200.000	3.74
PARTS & SERVICE CENTER	298915	04/29/2016	7317 - RIVET	100-215-66200.000	5.24
MARLIN LEASING	298905	04/29/2016	COPIER LEASE - PW	100-310-61200.000	101.99
PARTS & SERVICE CENTER	298915	04/29/2016	ANTIFREEZE	100-311-66200.000	10.71
AMERIPRIDE	298873	04/29/2016	CVC CLEANING TOWELS	100-111-65600.000	20.76
AMERIPRIDE	298873	04/29/2016	UNIFORMS	100-310-65200.000	79.84
AMERIPRIDE	298873	04/29/2016	SHOP MOP & MATS	100-310-65600.000	18.50
AMERIPRIDE	298873	04/29/2016	SHOP TOWELS	100-311-66200.000	5.24
SUN BADGE CO.	298921	04/29/2016	BADGES	100-215-65200.000	63.00
AK & COMPANY	298871	04/29/2016	ANNUAL CLAIMS FY 14-15	100-190-63300.000	1,125.00
HYDRO TURF, INC.	298896	04/29/2016	IRRIGATION SUPPLIES	100-550-65700.000	72.42
GREENFIELD TRUE VALUE	298894	04/29/2016	AIR FILTERS	100-551-65900.000	44.77
GREENFIELD TRUE VALUE	298894	04/29/2016	AIR FILTERS	100-551-65900.211	51.35
GREENFIELD TRUE VALUE	298894	04/29/2016	AIR FILTERS	100-590-65900.000	13.01
GREENFIELD TRUE VALUE	298894	04/29/2016	BLADES & SIDEWALK REPAIR	100-111-65900.000	18.58
GREENFIELD TRUE VALUE	298894	04/29/2016	BLADES	100-111-65900.000	33.55
FEDERAL EXPRESS	298890	04/29/2016	TRANSPORTATION CHARGES - ...	100-215-61100.000	29.52
TELCO AUTOMATION, INC.	298923	04/29/2016	APRIL 2016	100-111-64500.000	1,917.00
ICMA	298897	04/29/2016	ICMA MEMBERSHIP RENEWAL	100-190-68300.000	200.00
STANDARD INSURANCE COM	298919	04/29/2016	MAY 2016	100-22340	1,014.16
INTERWEST CONSULTING GRO...	298899	04/29/2016	AutoZone Plan Check	100-601-63600.000	975.00
ACCOUTEMP	298870	04/29/2016	TEMP SERVICES - A. TAYROS	100-190-63900.000	2,199.20
MNS ENGINEERS, INC.	298907	04/29/2016	Terracina Oaks Phase II	100-24672	800.00
MNS ENGINEERS, INC.	298907	04/29/2016	AutoZone Development Review	100-24695	550.00
MBS BUSINESS SYSTEMS	298906	04/29/2016	COPY CHARGES	100-111-61200.000	833.99
LIFTOFF LLC	298903	04/29/2016	OFFICE 365 PLAN G3	100-125-63200.000	12,240.00

Expense Approval Report

Payment Dates: 4/22/2016 - 5/5/2016

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
STATE STREET BANK & TRUST C...	DFT0001821	04/22/2016	Deferred Compensation Loan P...	100-22435	120.34
STATE STREET BANK & TRUST C...	DFT0001822	04/22/2016	Defer Comp-GPOA	100-22430	350.00
STATE STREET BANK & TRUST C...	DFT0001823	04/22/2016	Defer Comp-GPSA	100-22430	300.00
STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	100-22430	399.74
STATE STREET BANK & TRUST C...	DFT0001825	04/22/2016	Defer Comp-Mid Management	100-22430	50.00
STATE STREET BANK & TRUST C...	DFT0001826	04/22/2016	Defer Comp-Misc Employees	100-22430	86.50
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	100-22225	566.00
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	100-22215	1,907.60
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	100-22215	8,156.46
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	100-22220	2,706.65
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	100-22210	8,166.94
GREGORY ALLEN	298895	04/29/2016	PER DIEM - POST & STC MANA...	100-201-67100.000	150.00
CRISTANDO HOUSE, INC.	298885	04/29/2016	TUITION CMND. ALLEN - POST &..	100-201-67200.000	299.00
FRANCISCO CEJA	298892	04/29/2016	PER DIEM - GROWING COURAGE	100-215-67100.000	15.00
DANIEL SOTELLO	298886	04/29/2016	PER DIEM - GROWING COURAGE	100-215-67100.000	15.00
ARMANDO MENDOZA	298875	04/29/2016	PER DIEM - FIELD TRAINING OFF...	100-215-67200.000	250.00
RUBY ALVAREZ	298916	04/29/2016	PER DIEM - FIELD TRAINING OFF...	100-215-67200.000	250.00
MUSTAFA YASIN	298909	04/29/2016	PER DIEM - CRISIS INTERVENTI...	100-215-67200.000	75.00
FRANCISCO CEJA	298893	04/29/2016	PER DIEM - ICI CORE COURSE J...	100-215-67200.000	150.00
ARMANDO MENDOZA	298876	04/29/2016	PER DIEM - TASER RECERTIFICAT...	100-215-67200.000	15.00
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	BILLING CHARGE	100-230-63400.000	5.00
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	100-230-63400.000	5.00
ACCOMTEMP	298870	04/29/2016	TEMP SERVICES - M. TAYROS	100-190-63900.000	1,731.87
FERGUSON ENTERPRISES INC. 7...	298891	04/29/2016	FIRE HYDRANT BOLTS & URINAL...	100-111-65600.000	41.02
PARTS & SERVICE CENTER	298915	04/29/2016	2302 - FILTER	100-110-66200.000	5.40
STATE OF CA DEPT. OF JUSTICE	298920	04/29/2016	FINGERPRINTS	100-215-65400.000	121.00
DATAFLOW BUSINESS SYSTEMS	298887	04/29/2016	COPY CHARGES - PW	100-310-61200.000	11.33
DATAFLOW BUSINESS SYSTEMS	298887	04/29/2016	COPY CHARGES - PW	100-310-61200.000	37.62
GREENFIELD TRUE VALUE	298894	04/29/2016	P. PARK IRRIGATION	100-550-65700.000	0.75
CASEY PRINTING	298882	04/29/2016	UTILITY BILLS MARCH 2016	100-551-61200.000	74.38
CASEY PRINTING	298882	04/29/2016	APRIL 2016 CALENDAR	100-551-61200.000	369.44
VEGETABLE GROWERS SUPPLY	298926	04/29/2016	TROWEL - P. PARK	100-550-65700.000	4.81
CHEVRON, U.S.A.	298883	04/29/2016	GASOLINE - PD	100-215-66100.000	117.65
AMERIPRIDE	298873	04/29/2016	CVC CLEANING TOWELS	100-111-65600.000	20.76
AMERIPRIDE	298873	04/29/2016	UNIFORMS	100-310-65200.000	85.76
AMERIPRIDE	298873	04/29/2016	SHOP MOP & MATS	100-310-65600.000	18.50
AMERIPRIDE	298873	04/29/2016	SHOP TOWELS	100-311-66200.000	5.24
GREENFIELD TRUE VALUE	298894	04/29/2016	SHOP - WATER HOSE	100-311-65900.000	21.30
GREENFIELD TRUE VALUE	298894	04/29/2016	SHOP - WATER HOSE	100-311-65900.000	-7.65
GREENFIELD TRUE VALUE	298894	04/29/2016	2" COMBO PADLOCK	100-311-65900.000	25.15
O'REILLY AUTO PARTS	298912	04/29/2016	2302 - AIR FILTER	100-110-66200.000	14.55
CASEY PRINTING	298882	04/29/2016	#10 WINDOW ENVELOPES	100-111-61400.000	632.17
FEDERAL EXPRESS	298890	04/29/2016	TRANSPORTATION CHARGES	100-125-61100.000	42.39
SEIU 521	298934	05/04/2016	Union Dues	100-22420	125.92
G P O A	298932	05/04/2016	GPOA DUES	100-22410	250.00
CITY OF GREENFIELD	298931	05/04/2016	Misc Withholding	100-22490	60.00
GREENFIELD POLICE SUPERVIS...	298933	05/04/2016	GPSA DUES	100-22415	150.00

Fund 100 - GENERAL FUND Total: 99,105.94

Fund: 201 - POLICE - OTHER GRANTS

STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	201-22225	22.84
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	201-22215	73.60
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	201-22215	314.66
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	201-22220	108.67
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	201-22210	381.08
G P O A	298932	05/04/2016	GPOA DUES	201-22410	50.00

Fund 201 - POLICE - OTHER GRANTS Total: 950.85

Fund: 213 - PARKS

STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	213-22430	20.31
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	213-22225	2.86
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	213-22215	9.22

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	213-22215	39.42
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	213-22220	18.05
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	213-22210	51.27
PACIFIC COAST LAND DESIGN, I...	298913	04/29/2016	TASK 9 - BID ASSISTANCE	213-905-87513.000	750.00
Fund 213 - PARKS Total:					891.13

Fund: 215 - CDBG Fund

WALLACE GROUP	298928	04/29/2016	WTR-WW MASTER PLANS	215-310-73535.435	8,380.00
STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	215-22430	15.63
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	215-22225	2.20
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	215-22215	7.10
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	215-22215	30.34
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	215-22220	13.89
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	215-22210	39.43
CASEY PRINTING	298882	04/29/2016	UTILITY BILLS MARCH 2016	215-501-68500.431	148.75
CASEY PRINTING	298882	04/29/2016	HOUSING REHAB/HOME BUYER...	215-501-68500.431	1,360.09
Fund 215 - CDBG Fund Total:					9,997.43

Fund: 220 - Supplemental Transactions & Use Tax Fund (V & W)

COMCATE	298884	04/29/2016	CODE ENFORCEMENT SOFTWA...	220-605-61700.000	2,258.00
LC ACTION POLICE SUPPLY	298902	04/29/2016	MAG POUCH - OFFICER RODRI...	220-215-68100.000	39.60
DOWNTOWN FORD SALES	298888	04/29/2016	2016 FORD INTERCEPTOR	220-902-81520.192	30,327.27
STATE STREET BANK & TRUST C...	DFT0001822	04/22/2016	Defer Comp-GPOA	220-22430	250.00
DEPT OF CHILD SUPPORT SERVI...	DFT0001827	04/22/2016	Misc Withholding	220-22450	802.61
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	220-22225	191.51
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	220-22215	617.08
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	220-22215	2,638.56
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	220-22220	854.42
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	220-22210	2,198.10
STATE OF CA DEPT. OF JUSTICE	298920	04/29/2016	FINGERPRINTS	220-215-68100.000	198.00
G P O A	298932	05/04/2016	GPOA DUES	220-22410	350.00
Fund 220 - Supplemental Transactions & Use Tax Fund (V & W) Total:					40,725.15

Fund: 230 - GAS TAX FUND

KING CITY VETERINARY HOSPIT...	298901	04/29/2016	CREMATION SERVICE	230-320-63900.000	18.00
C & N ELECTRIC AND OUTDOOR...	298880	04/29/2016	TRIMMERS	230-320-66300.000	134.38
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	CREMATION SERVICE	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	CREMATION SERVICE	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	230-320-63900.000	18.00
ZUMAR INDUSTRIES, INC.	298929	04/29/2016	ORDER #158960 30X6	230-320-65700.000	320.18
ZUMAR INDUSTRIES, INC.	298929	04/29/2016	ORDER #158960 24X6	230-320-65700.000	123.24
ZUMAR INDUSTRIES, INC.	298929	04/29/2016	Order# 158960 36x6 Street Signs	230-320-65700.000	151.55
ZUMAR INDUSTRIES, INC.	298929	04/29/2016	ORDER #0158960 36X6	230-320-65700.000	72.18
KING CITY VETERINARY HOSPIT...	298901	04/29/2016	VET SERVICES	230-320-63900.000	18.00
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	230-320-64600.000	32.64
PACIFIC GAS & ELECTRIC	298914	04/29/2016	TRAFFIC LIGHTS ECR/ELM	230-320-64100.000	50.52
PACIFIC GAS & ELECTRIC	298914	04/29/2016	TRAFFIC LIGHTS ECR/TYLER	230-320-64100.000	47.74
PARTS & SERVICE CENTER	298915	04/29/2016	TAPE MEASURE	230-320-65700.000	20.02
GREENFIELD TRUE VALUE	298894	04/29/2016	NAILS	230-320-65700.000	29.26
GREENFIELD TRUE VALUE	298894	04/29/2016	BLADES & SIDEWALK REPAIR	230-320-65700.000	64.17
NIXON-EGLI EQUIPMENT CO.	298910	04/29/2016	7804 - ELEVATOR BEARINGS	230-320-66200.000	110.70
STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	230-22430	24.31
STATE STREET BANK & TRUST C...	DFT0001826	04/22/2016	Defer Comp-Misc Employees	230-22430	167.50
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	230-22225	52.18
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	230-22215	168.08
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	230-22215	718.66
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	230-22220	158.79
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	230-22210	593.18
BARCO PRODUCTS COMPANY	298878	04/29/2016	POST OFFICE BIKE RACK	230-320-65700.000	459.02
INTEGRATED CROP MANAGEM...	298898	04/29/2016	ROUND UP FOR STREETS/WWTP	230-320-65700.000	89.27
PACIFIC GAS & ELECTRIC	298914	04/29/2016	TRAFFIC LIGHTS WALNUT/3RD	230-320-64100.000	129.71

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
PACIFIC GAS & ELECTRIC	298914	04/29/2016	TRAFFIC LIGHTS ECR/OAK	230-320-64100.000	49.78
SEIU 521	298934	05/04/2016	Union Dues	230-22420	53.26
				Fund 230 - GAS TAX FUND Total:	3,928.32

Fund: 263 - LLM #1 - LEXINGTON

STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	263-22430	1.35
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	263-22225	0.94
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	263-22215	3.02
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	263-22215	12.98
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	263-22220	4.06
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	263-22210	11.36
PACIFIC GAS & ELECTRIC	298914	04/29/2016	LLMD LEXINGTON	263-360-64100.000	134.79
PACIFIC GAS & ELECTRIC	298914	04/29/2016	VINEYARD GREEN	263-360-64100.000	89.06
				Fund 263 - LLM #1 - LEXINGTON Total:	257.56

Fund: 264 - LLM #2 - TERRA VERDE, ETC

PACIFIC GAS & ELECTRIC	298914	04/29/2016	ST, CHARLES COMMERCIAL AREA	264-360-64100.000	259.39
STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	264-22430	1.35
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	264-22225	1.75
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	264-22215	5.64
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	264-22215	24.10
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	264-22220	7.57
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	264-22210	20.14
PACIFIC GAS & ELECTRIC	298914	04/29/2016	HUERTA RESIDENTIAL/VAZQUEZ..	264-360-64100.000	173.98
PACIFIC GAS & ELECTRIC	298914	04/29/2016	ST. CHRISTOPHER PARK	264-360-64100.000	54.95
				Fund 264 - LLM #2 - TERRA VERDE, ETC Total:	548.87

Fund: 265 - SMD #1

STATE STREET BANK & TRUST C...	DFT0001826	04/22/2016	Defer Comp-Misc Employees	265-22430	10.50
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	265-22225	2.38
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	265-22215	7.66
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	265-22215	32.86
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	265-22220	6.67
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	265-22210	25.03
SEIU 521	298934	05/04/2016	Union Dues	265-22420	3.04
				Fund 265 - SMD #1 Total:	88.14

Fund: 266 - SMD #2

STATE STREET BANK & TRUST C...	DFT0001826	04/22/2016	Defer Comp-Misc Employees	266-22430	10.50
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	266-22225	2.37
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	266-22215	7.72
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	266-22215	32.74
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	266-22220	6.67
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	266-22210	25.01
SEIU 521	298934	05/04/2016	Union Dues	266-22420	3.04
				Fund 266 - SMD #2 Total:	88.05

Fund: 291 - HOME GRANT

STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	291-22430	6.25
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	291-22225	0.88
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	291-22215	2.84
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	291-22215	12.14
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	291-22220	5.56
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	291-22210	15.77
				Fund 291 - HOME GRANT Total:	43.44

Fund: 297 - GREENFIELD SCIENCE WORKSHOP

GREENFIELD TRUE VALUE	298894	04/29/2016	CABLE LOCK FOR WAVE MODEL	297-597-65500.292	7.90
GREENFIELD TRUE VALUE	298894	04/29/2016	BOLTS FOR TORILLA MAKER	297-597-65500.292	3.43
GREENFIELD TRUE VALUE	298894	04/29/2016	PVC CUPLING FOR MUSIC INST...	297-597-65500.292	1.40
GREENFIELD TRUE VALUE	298894	04/29/2016	HINGES FOR TORTILLA MAKER	297-597-65500.292	8.44
GREENFIELD TRUE VALUE	298894	04/29/2016	NAILS FOR CAR RAMP	297-597-65500.292	2.16
GREENFIELD TRUE VALUE	298894	04/29/2016	BOLTS FOR WOOD CONTAINER	297-597-65500.292	6.91
GREENFIELD TRUE VALUE	298894	04/29/2016	WASHERS FOR GENERAL USE	297-597-65500.292	9.85

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
GREENFIELD TRUE VALUE	298894	04/29/2016	WIRE FOR WAVE MODEL	297-597-65500.292	29.98
GREENFIELD TRUE VALUE	298894	04/29/2016	CABLE LOCK FOR WAVE MODEL	297-597-65500.292	3.77
GREENFIELD TRUE VALUE	298894	04/29/2016	SCREWS FOR SPEAKER	297-597-65500.292	2.39
GREENFIELD TRUE VALUE	298894	04/29/2016	SCREWS FOR SPEAKER	297-597-65500.292	1.69
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	297-22225	28.48
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	297-22215	91.78
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	297-22215	392.40
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	297-22220	46.84
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	297-22210	275.97
GREENFIELD TRUE VALUE	298894	04/29/2016	TWINE FOR KITES	297-597-65500.292	4.58
GREENFIELD TRUE VALUE	298894	04/29/2016	BOLTS/NUTS FOR TORTILLA MA...	297-597-65500.292	1.29
Fund 297 - GREENFIELD SCIENCE WORKSHOP Total:					919.26

Fund: 503 - SEWER FUND

JWC ENVIRONMENTAL	298900	04/29/2016	LABOR INSPECTION	503-335-63800.000	750.00
SOUTH COUNTY NEWSPAPER	298917	04/29/2016	PUBLIC WORKS UTILITY WORKE...	503-330-68100.000	95.00
TYLER TECHNOLOGIES	298925	04/29/2016	INSITE TRANSACTION FEES	503-191-63300.000	680.00
BURTON & ASSOCIATES	298879	04/29/2016	TASK 3 - RATE STUDY	503-330-73605.000	4,607.00
BURTON & ASSOCIATES	298879	04/29/2016	TASK 4 RATE STUDY	503-330-73605.000	214.00
BURTON & ASSOCIATES	298879	04/29/2016	ADDITIONAL UTILITY FUNDS RA...	503-330-73605.000	6,754.50
BURTON & ASSOCIATES	298879	04/29/2016	TASK 2	503-330-73605.000	975.50
BURTON & ASSOCIATES	298879	04/29/2016	TASK 5	503-330-73605.000	521.50
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	503-330-64600.000	63.56
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	503-330-64900.000	19.00
STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	503-22430	40.52
STATE STREET BANK & TRUST C...	DFT0001825	04/22/2016	Defer Comp-Mid Management	503-22430	33.00
STATE STREET BANK & TRUST C...	DFT0001826	04/22/2016	Defer Comp-Misc Employees	503-22430	133.05
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	503-22225	89.70
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	503-22215	289.02
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	503-22215	1,235.52
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	503-22220	185.94
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	503-22210	870.14
EL CAMINO ELECTRIC	298889	04/29/2016	WASTE WATER BLOWER MOTO...	503-335-63800.000	2,216.81
TYLER TECHNOLOGIES	298925	04/29/2016	UTILITY BILLING ONLINE COMP...	503-191-63300.000	37.50
INTEGRATED CROP MANAGEM...	298898	04/29/2016	ROUND UP FOR STREETS/WWTP	503-335-65700.000	89.27
PARTS & SERVICE CENTER	298915	04/29/2016	7706 - JACK	503-335-66300.000	107.55
CASEY PRINTING	298882	04/29/2016	UTILITY BILLS MARCH 2016	503-191-61200.000	180.94
CASEY PRINTING	298882	04/29/2016	UTILITY BILLS MARCH 2016	503-191-63800.000	180.95
CWEA-SFBS	298935	05/05/2016	SUPERVISOR'S SAFETY SEMINAR...	503-333-67200.000	35.00
SEIU 521	298934	05/04/2016	Union Dues	503-22420	103.64
Fund 503 - SEWER FUND Total:					20,508.61

Fund: 504 - WATER FUND

SOUTH COUNTY NEWSPAPER	298917	04/29/2016	PUBLIC WORKS UTILITY WORKE...	504-340-68100.000	95.00
TYLER TECHNOLOGIES	298925	04/29/2016	INSITE TRANSACTION FEES	504-191-63300.000	680.00
BURTON & ASSOCIATES	298879	04/29/2016	TASK 5	504-340-73605.000	521.50
BURTON & ASSOCIATES	298879	04/29/2016	TASK 4 RATE STUDY	504-340-73605.000	214.00
BURTON & ASSOCIATES	298879	04/29/2016	TASK 2	504-340-73605.000	975.50
BURTON & ASSOCIATES	298879	04/29/2016	ADDITIONAL UTILITY FUNDS RA...	504-340-73605.000	6,754.50
BURTON & ASSOCIATES	298879	04/29/2016	TASK 3 - RATE STUDY	504-340-73605.000	4,607.00
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	504-340-64600.000	63.57
VERIZON WIRELESS	298927	04/29/2016	CELL PHONES - PW	504-340-64900.000	19.01
PARTS & SERVICE CENTER	298915	04/29/2016	MGT AIR COMPRESSOR PARTS	504-345-66500.000	10.28
PARTS & SERVICE CENTER	298915	04/29/2016	7910 - HEAD LAMP	504-345-66200.000	39.79
STATE STREET BANK & TRUST C...	DFT0001824	04/22/2016	Defer Comp-Management	504-22430	40.54
STATE STREET BANK & TRUST C...	DFT0001825	04/22/2016	Defer Comp-Mid Management	504-22430	17.00
STATE STREET BANK & TRUST C...	DFT0001826	04/22/2016	Defer Comp-Misc Employees	504-22430	61.95
STATE OF CALIFORNIA EDD	DFT0001828	04/22/2016	SDI	504-22225	50.10
Internal Revenue Service	DFT0001829	04/22/2016	Medicare	504-22215	161.42
Internal Revenue Service	DFT0001830	04/22/2016	Social Security	504-22215	690.56
STATE OF CALIFORNIA EDD	DFT0001831	04/22/2016	State Withholding	504-22220	88.58
Internal Revenue Service	DFT0001832	04/22/2016	Federal Tax Withholding	504-22210	451.80

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES	298925	04/29/2016	UTILITY BILLING ONLINE COMP...	504-191-63300.000	37.50
FERGUSON ENTERPRISES INC. 7...	298891	04/29/2016	FIRE HYDRANT BOLTS & URINAL...	504-345-65700.000	24.06
GREENFIELD TRUE VALUE	298894	04/29/2016	FIRE HYDRANT PAINT	504-345-65700.000	12.99
SWRCB	298922	04/29/2016	LARGE WATER SYSTEM FEES 7/...	504-340-65800.000	5,879.79
AT&T	298877	04/29/2016	WATER LINES	504-345-64500.000	70.64
PARTS & SERVICE CENTER	298915	04/29/2016	7918 - FILTERS	504-345-66200.000	13.52
PARTS & SERVICE CENTER	298915	04/29/2016	7918 - BRAKE PADS	504-345-66200.000	85.74
CASEY PRINTING	298882	04/29/2016	UTILITY BILLS MARCH 2016	504-191-61200.000	180.94
CASEY PRINTING	298882	04/29/2016	UTILITY BILLS MARCH 2016	504-191-63800.000	180.95
SEIU 521	298934	05/04/2016	Union Dues	504-22420	54.04
				Fund 504 - WATER FUND Total:	22,082.27
Fund: 705 - SUCCESSOR ADMINISTRATIVE FUND					
LOZANO SMITH	298904	04/29/2016	LEGAL SERVICES	705-820-63300.000	427.67
				Fund 705 - SUCCESSOR ADMINISTRATIVE FUND Total:	427.67
Grand Total:					200,562.69

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	99,105.94
201 - POLICE - OTHER GRANTS	950.85
213 - PARKS	891.13
215 - CDBG Fund	9,997.43
220 - Supplemental Transactions & Use Tax Fund (V & W)	40,725.15
230 - GAS TAX FUND	3,928.32
263 - LLM #1 - LEXINGTON	257.56
264 - LLM #2 - TERRA VERDE, ETC	548.87
265 - SMD #1	88.14
266 - SMD #2	88.05
291 - HOME GRANT	43.44
297 - GREENFIELD SCIENCE WORKSHOP	919.26
503 - SEWER FUND	20,508.61
504 - WATER FUND	22,082.27
705 - SUCCESSOR ADMINISTRATIVE FUND	427.67
Grand Total:	200,562.69

Account Summary

Account Number	Account Name	Payment Amount
100-110-64600.000	Cell Phone Charges	54.70
100-110-66200.000	Vehicle Maintenance	19.95
100-110-68300.000	Memberships	500.00
100-111-61200.000	Printing and Copying	833.99
100-111-61400.000	Office Supplies	632.17
100-111-64500.000	Phone Charges	1,917.00
100-111-65600.000	Janitorial Supplies	82.54
100-111-65900.000	Building Maintenance Su...	52.13
100-125-61100.000	Postage	42.39
100-125-63200.000	Technology Services	12,240.00
100-170-61400.000	Office Supplies	27.22
100-190-63300.000	Financial Services	1,125.00
100-190-63900.000	General Services	5,250.59
100-190-68300.000	Memberships	200.00
100-201-61200.000	Printing and Copying	280.45
100-201-67100.000	Meetings & Conferences	150.00
100-201-67200.000	Other Training	299.00
100-215-61100.000	Postage	29.52
100-215-63400.000	Police Services	6,607.90
100-215-65200.000	Uniforms/Personnel Equi...	63.00
100-215-65400.000	Police Supplies	121.00
100-215-66100.000	Gasoline & Oil	117.65
100-215-66200.000	Vehicle Maintenance	14.92
100-215-67100.000	Meetings and Conferences	30.00
100-215-67200.000	Other Training	740.00
100-22210	Federal Withholding Tax ...	8,166.94
100-22215	FICA Payable	10,064.06
100-22220	State Withholding Tax Pa...	2,706.65
100-22225	S.D.I. Payable	566.00
100-22320	Medical Benefits Payable	33,043.04
100-22340	Long-Term Disability Paya...	1,014.16
100-22410	G.P.O.A. Union Dues Paya...	250.00
100-22415	G.P.S.A. Union Dues Payab..	150.00
100-22420	S.E.I.U. Union Dues Payab...	125.92
100-22430	Deferred Comp Payable	1,186.24
100-22435	PERS Loan Payable	120.34
100-22490	Miscellaneous Withholding	60.00
100-230-63400.000	Animal Control Services	4,487.22

Account Summary

Account Number	Account Name	Payment Amount
100-230-64600.000	Cell Phone Charges	50.83
100-230-64900.000	Other Utilities	38.01
100-230-66200.000	Vehicle Maintenance	29.55
100-24672	Subdivision Deposit - Terr...	800.00
100-24695	Autozone Project	550.00
100-310-61200.000	Printing and Copying	150.94
100-310-61400.000	Office Supplies	92.77
100-310-65200.000	Uniforms/Personnel Equi...	165.60
100-310-65600.000	Janitorial Supplies	37.00
100-311-65900.000	Building Maintenance Su...	38.80
100-311-66200.000	Vehicle Maintenance	21.19
100-550-64600.000	Cell Phone Charges	32.65
100-550-65700.000	Public Works Supplies	77.98
100-550-66300.000	General Operations Equi...	134.38
100-551-61200.000	Printing and Copying	443.82
100-551-65900.000	Building Maintenance Su...	44.77
100-551-65900.211	Building Maintenance Su...	51.35
100-590-65900.000	Building Maintenance Su...	13.01
100-601-63600.000	Community Development...	975.00
100-601-64600.000	Cell Phone Charges	327.97
100-901-81335.000	Software	1,658.63
201-22210	Federal Withholding Tax ...	381.08
201-22215	FICA Payable	388.26
201-22220	State Withholding Tax Pa...	108.67
201-22225	S.D.I. Payable	22.84
201-22410	G.P.O.A. Union Dues Paya...	50.00
213-22210	Federal Withholding Tax ...	51.27
213-22215	FICA Payable	48.64
213-22220	State Withholding Tax Pa...	18.05
213-22225	S.D.I. Payable	2.86
213-22430	Deferred Comp Payable	20.31
213-905-87513.000	Prop 84 Greenfield Comm...	750.00
215-22210	Federal Withholding Tax ...	39.43
215-22215	FICA Payable	37.44
215-22220	State Withholding Tax Pa...	13.89
215-22225	S.D.I. Payable	2.20
215-22430	Deferred Comp Payable	15.63
215-310-73535.435	CDBG Planning Studies	8,380.00
215-501-68500.431	Direct Administration	1,508.84
220-215-68100.000	Recruitment	237.60
220-22210	Federal Withholding Tax ...	2,198.10
220-22215	FICA Payable	3,255.64
220-22220	State Withholding Tax Pa...	854.42
220-22225	S.D.I. Payable	191.51
220-22410	G.P.O.A. Union Dues Paya...	350.00
220-22430	Deferred Comp Payable	250.00
220-22450	Wage Garnishments Paya...	802.61
220-605-61700.000	Software Maintenance Ch...	2,258.00
220-902-81520.192	Vehicles- New	30,327.27
230-22210	Federal Withholding Tax ...	593.18
230-22215	FICA Payable	886.74
230-22220	State Withholding Tax Pa...	158.79
230-22225	S.D.I. Payable	52.18
230-22420	S.E.I.U. Union Dues Payab...	53.26
230-22430	Deferred Comp Payable	191.81
230-320-63900.000	General Services	108.00
230-320-64100.000	Electricity	277.75
230-320-64600.000	Cell Phone Charges	32.64

Account Summary

Account Number	Account Name	Payment Amount
230-320-65700.000	Public Works Supplies	1,328.89
230-320-66200.000	Vehicle Maintenance	110.70
230-320-66300.000	General Operations Equi...	134.38
263-22210	Federal Withholding Tax ...	11.36
263-22215	FICA Payable	16.00
263-22220	State Withholding Tax Pa...	4.06
263-22225	S.D.I. Payable	0.94
263-22430	Deferred Comp Payable	1.35
263-360-64100.000	Electricity	223.85
264-22210	Federal Withholding Tax ...	20.14
264-22215	FICA Payable	29.74
264-22220	State Withholding Tax Pa...	7.57
264-22225	S.D.I. Payable	1.75
264-22430	Deferred Comp Payable	1.35
264-360-64100.000	Electricity	488.32
265-22210	Federal Withholding Tax ...	25.03
265-22215	FICA Payable	40.52
265-22220	State Withholding Tax Pa...	6.67
265-22225	S.D.I. Payable	2.38
265-22420	S.E.I.U. Union Dues Payab...	3.04
265-22430	Deferred Comp Payable	10.50
266-22210	Federal Withholding Tax ...	25.01
266-22215	FICA Payable	40.46
266-22220	State Withholding Tax Pa...	6.67
266-22225	S.D.I. Payable	2.37
266-22420	S.E.I.U. Union Dues Payab...	3.04
266-22430	Deferred Comp Payable	10.50
291-22210	Federal Withholding Tax ...	15.77
291-22215	FICA Payable	14.98
291-22220	State Withholding Tax Pa...	5.56
291-22225	S.D.I. Payable	0.88
291-22430	Deferred Comp Payable	6.25
297-22210	Federal Withholding Tax ...	275.97
297-22215	FICA Payable	484.18
297-22220	State Withholding Tax Pa...	46.84
297-22225	S.D.I. Payable	28.48
297-597-65500.292	Recreation Supplies	83.79
503-191-61200.000	Printing and Copying	180.94
503-191-63300.000	Utility Billing Financial Ser...	717.50
503-191-63800.000	Utility Bill Services	180.95
503-22210	Federal Withholding Tax ...	870.14
503-22215	FICA Payable	1,524.54
503-22220	State Withholding Tax Pa...	185.94
503-22225	S.D.I. Payable	89.70
503-22420	S.E.I.U. Union Dues Payab...	103.64
503-22430	Deferred Comp Payable	206.57
503-330-64600.000	Cell Phone Charges	63.56
503-330-64900.000	Other Utilities	19.00
503-330-68100.000	Recruitment	95.00
503-330-73605.000	Sewer Revenue Sufficienc...	13,072.50
503-333-67200.000	Other Training	35.00
503-335-63800.000	Sewer Treatment Services	2,966.81
503-335-65700.000	Public Works Supplies	89.27
503-335-66300.000	General Equipment Opera...	107.55
504-191-61200.000	Printing and Copying	180.94
504-191-63300.000	Utility Billing Financial Ser...	717.50
504-191-63800.000	Utility Bill Services	180.95
504-22210	Federal Withholding Tax ...	451.80

Account Summary

Account Number	Account Name	Payment Amount
504-22215	FICA Payable	851.98
504-22220	State Withholding Tax Pa...	88.58
504-22225	S.D.I. Payable	50.10
504-22420	S.E.I.U. Union Dues Payab...	54.04
504-22430	Deferred Comp Payable	119.49
504-340-64600.000	Cell Phone Charges	63.57
504-340-64900.000	Other Utilities	19.01
504-340-65800.000	Permits & Inspections	5,879.79
504-340-68100.000	Recruitment	95.00
504-340-73605.000	Water Revenue Sufficienc...	13,072.50
504-345-64500.000	Phone Charges	70.64
504-345-65700.000	Water Production Supplies	37.05
504-345-66200.000	Vehicle Maintenance	139.05
504-345-66500.000	Water Operations Equip...	10.28
705-820-63300.000	Financial Services	427.67
	Grand Total:	200,562.69

Project Account Summary

Project Account Key	Payment Amount
None	200,562.69
	Grand Total:
	200,562.69

CITY COUNCIL MINUTES

CITY COUNCIL MEETING OF APRIL 26, 2016

CALL TO ORDER

Mayor Huerta called the meeting to order at 6:06 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmember Walker and Torres
Mayor Pro-tem Rodriguez arrived at 6:25 p.m.

ABSENT: Councilmember Santibañez

STAFF: City Manager Stanton, Community Services Director Steinmann, Commander Allen, Administrative Services Director Corgill, City Attorney Sullivan, Deputy City Clerk Gomez

GUESTS: Beatriz Diaz, Rubi Perez, Neli Martinez, Josefina Silva, Filadelfo Silva, Gabe Trujillo, Nick King, Annabelle Rodriguez, Noe Lopez, Wyatt Duncan, Sal Palma, Doug Halley, Yrma Rendon, Gavin Cogan, Christopher Gouy, Mike Bitar, Michael Mungia, Juergen Smith, Mike Tidwell

A MOTION by Councilmember Torres, seconded by Councilmember Walker to excuse Councilmember Santibañez. All in favor. Motion carried.

MOMENT OF SILENT PRAYER

There was a moment of silent prayer.

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

AGENDA REVIEW

No changes were made.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Beatriz Diaz spoke regarding the proposed recall attempt of the Mayor and the marijuana issue and stated that the residents needed to get involved so that they got their facts correct.

Yrma Rendon spoke regarding the proposed recall attempt of the Mayor and stated that the Council needed to back up the Mayor and stated that the rumors need to stop and people need to get their facts correct.

Gabe Trujillo spoke regarding the Mayor's proposed recall attempt and stated that he supported the Mayor.

Neli Martinez stated that the City had a wonderful Mayor and supported him.

CONSENT CALENDAR

A MOTION by Councilmember Walker, seconded by Councilmember Torres to approve the consent items including City of Greenfield Warrants #298741 through #298825 and Bank Drafts #1799 through #1816 in the amount of \$466,657.47 and Minutes of the April 12, 2016 City Council Meeting. All in favor. Motion carried.

MAYORS PRESENTATIONS

PRESENTATION OF SERGEANT FRANCISCO CEJA, GRADUATE OF SHERMAN BLOCK SUPERVISOR LEADERSHIP INSTITUTE

Commander Allen presented Sergeant Francisco Ceja a Certificate of Appreciation for his completion of the Sherman Block Supervisor Leadership Institute.

Sergeant Ceja thanked the City and City Council for this opportunity and stated that he would bring everything he learned back to the police department.

PRESENTATION BY ANNABELLE RODRIGUEZ AND JOSEFINA SILVA, GREENFIELD EARLY LEARNING COLLABORATIVE ACTION TEAM (GREENFIELD CAT)

Annabelle Rodriguez and Josefina Silva gave a presentation regarding the Greenfield Early Learning Collaborative Action Team (Greenfield CAT).

CITY COUNCIL – BUSINESS

ADOPTION OF DIG ONCE POLICY

Staff report was given by City Manager Stanton.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Walker to approve the Dig Once Policy and Establish Common Standards for the Type, Size, and Number of Conduits and Associated Fixtures to be Installed to Promote the Installation of High Speed Internet and other Forms of Communications. All in favor. Motion carried.

ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AWARDING A PUBLIC WORKS CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,885,989.55 TO CUSHMAN CONTRACTING CORPORATION TO CONSTRUCT IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT PONDS UNDER THE CITY'S CDBG PROGRAM AWARD RESOLUTION #2016-27

Staff report was given by Community Services Director Steinmann.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to adopt **Resolution #2016-27, "A Resolution of the City Council of the City of Greenfield Awarding a Public Works Construction Contract in the Amount of \$1,885,989.55 to Cushman Contracting Corporation to Construct Improvements to the City's Wastewater Treatment Ponds under the City's CDBG Program Award"**. All in favor. Motion carried.

ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ROBIN WARBEY CONSULTING TO PROVIDE GENERAL INFORMATION AND TECHNOLOGY SUPPORT AND ASSISTANCE AND TO SERVE AS THE CITY'S DIRECTOR OF INFORMATION TECHNOLOGY SERVICES RESOLUTION #2016-28

Staff report was given by City Manager Stanton.

A MOTION by Councilmember Walker, seconded by Councilmember Torres to adopt **Resolution #2016-28, "A Resolution of the City Council of the City of Greenfield Authorizing the City Manager to Enter into a Professional Services Agreement with Robin Warbey Consulting to Provide General Information and Technology Support and Assistance and to Serve as the City's Director of Information Technology Services"**. All in favor. Motion carried.

**PROVIDE DIRECTION REGARDING FUTURE USE AND DEVELOPMENT
OF 4TH STREET AND ELM AVENUE LIGHT INDUSTRIAL AREA UNDER TITLE 17
AND CHAPTER 5.28 OF THE MUNICIPAL CODE**

Staff report was given by Community Services Director Steinmann.

Neli Martinez expressed her concerns regarding the corner of Maple Avenue and Fourth Street and stated that it was very dark there at night.

Gavin Cogan, representing some investors, stated that they were upset regarding property that was purchased and now not being able to establish their business there because the zoning was very specific that they could.

Noe Lopez spoke in favor of the medical cannabis industry.

Doug Holly, managing partners of the Passek Industrial Park, stated that they were not interested in eliminating good tenants. He stated that he doesn't believe this was a good location for the dispensaries and should be moved to the north end of town.

Christopher Gouy, New York, spoke in favor of medical marijuana dispensaries.

Mike Bitar stated that the investor group that he represented was very disappointed with this item because they had already invested millions of dollars in Greenfield and now the City Council was considering not allowing their business.

Sal Palma addressed some of the south side issues and how they would be addressed. He stated that they wanted to be a part of the community.

Michael Mungia expressed that he was not okay with this location and that this was being rushed.

Gabe Trujillo spoke in favor of the medical cannabis industry and stated that they didn't want to go a dispensary at this location; only manufacturing and cultivation.

Juergen Smith stated that he was believed a better location would be on Second Street and Cherry Avenue.

Mike Tidwell, industrial park owner, stated that they owed a parcel there and it had not been a positive investment; however, these businesses would be positive for Greenfield.

Beatriz Diaz stated that she was okay with the location.

There was discussion among the City Council and staff.

The majority of the City Council concurred that they would consider applications for regulatory permits for any building or property within the 4th Street/Elm Avenue light industrial area for cultivation and manufacturing of medical marijuana; however, no dispensaries be allowed at this time.

BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL

City Manager Stanton stated that valley mayor/mayors meeting there was discussion regarding farm workers' housing.

COMMENTS FROM CITY COUNCIL

Councilmember Torres stated that she was publicly supporting the Mayor and that the recall was not warranted.

CITY MANAGER REPORT

No reports given.

ADJOURNMENT

Mayor adjourned the City Council meeting at 8:17 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 5, 2016

AGENDA DATE: May 10, 2016

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE GARBAGE DISPOSAL AND RECYCLING RATES FOR FISCAL YEAR 2016-2017**

BACKGROUND:

Under the terms of the franchise agreement with Tri-Cities Disposal and Recycling Services, Inc. (Tri-Cities); Tri-Cities is entitled to an annual increase on their collection service rates based on the annual change in the Consumer Price Index (CPI) for the twelve months ending in February. For fiscal year 2016-17, there will be a 3.02% CPI increase, effective July 1, 2016.

Under the terms of the franchise agreement the City pays the cost of disposal directly to the Salinas Valley Solid Waste Authority (SVSWA), which operates the Johnson Canyon Landfill. On March 17, 2016 the SVSWA approved their FY 2016-17 rates, with a 2.75% increase in AB 939 fees, a 2.24% increase in disposal fees and a 13.56% increase in green waste fees, resulting in an overall increase of 3.12%. The City has no control of disposal rates set by the SVSWA Board.

BUDGET AND FINANCIAL IMPACT:

Since the City pays Tri-Cities for collection services and SVSWA for disposal costs there is a need to increase the garbage disposal and recycling rates by 2.90%.

The Garbage Collection and Disposal Rates for FY 2016-17 (attachment "A" to the resolution) reflect the aforementioned rate adjustments. The following table is a summary of the most common residential rates.

Weekly Service	Current Rate 07/01/2015	Proposed Rate 07/01/2016	Dollar Increase	Percent Increase
48-Gallon Cart	\$26.26	\$27.02	\$ 0.76	2.89%
64-Gallon Cart	\$42.06	\$43.28	\$ 1.22	2.90%
96-Gallon Cart	\$57.90	\$59.58	\$ 1.68	2.90%

REVIEWED AND RECOMMENDED:

The Tri-Cities increase is effective July 1, 2016. The costs for garbage collection and disposal services are paid by garbage service customers. Once the increases to the garbage collection and disposal fees are in place there will be no cost to the City.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY ADOPTION OF RESOLUTION NO. 2016-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE GARBAGE DISPOSAL AND RECYCLING RATES FOR FISCAL YEAR 2016-2017

Attachments:

Resolution

Attachment A – Garbage Collection and Disposal Rates for FY 2016-17

RESOLUTION NO. 2016-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
APPROVING THE GARBAGE COLLECTION, DISPOSAL AND RECYCLING RATES
FOR FISCAL YEAR 2016-2017**

WHEREAS, the City has a franchise agreement with Tri-Cities Disposal and Recycling Services, Inc. (Tri-Cities) for garbage collection and disposal, under which Tri-Cities is entitled to annual increases in their collection fees based on the Consumer Price Index; and

WHEREAS, per the franchise agreement, Tri-Cities has requested to increase their fees based on the current year February Consumer Price Index calculated at 3.02%; and

WHEREAS, SVSWA has requested to increase their disposal fees by 3.12%; and

WHEREAS, the City must increase garbage collection and disposal rates for Fiscal Year 2016-17 in order to cover these increased pass-through costs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Greenfield approves the Garbage Collection, Disposal and Recycling Rates for FY 2016-17 as set forth in Attachment "A", attached hereto and by this reference incorporated herein.

PASSED AND ADOPTED by the City Council of the City of Greenfield at a regular meeting duly held on the 10th day of May 2016, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Attest:

Ann F. Rathbun, City Clerk

Tri Cities Disposal and Recycling
 2016-17 Garbage Collection and Disposal Rates
 Effective July 1st, 2016 to June 30th, 2017

Description of Service	Tri Cities Disposal - Collection Fees			SVSWA - Disposal Fees			Total Garbage Fee
	2016-17 Service Fee	Franchise Fee (City) 20%	Total Collection Fee	2016-17 Disposal Fee	Franchise Fee (City) 20%	Total Disposal Fees	
<u>Commercial Bin Service -Additional Charges</u>							
96 Gal. Weekly Yard Waste (each)	\$16.28	\$3.26	\$19.54	\$9.66	\$1.93	\$11.59	\$31.13
Long Walk Service (4)	\$16.64	\$3.33	\$19.97				\$19.97
Key/Lock Charge	\$13.51	\$2.70	\$16.21				\$16.21
Call Back (Bin Service)(per trip)	\$19.63	\$3.93	\$23.56				\$23.56
<u>Contamination Charges (Based on Container size)</u>							
64 Gallon Cart (each)	\$5.44	\$1.09	\$6.53	\$4.83	\$0.97	\$5.80	\$12.33
96 Gallon Cart (each)	\$6.74	\$1.35	\$8.09	\$7.24	\$1.45	\$8.69	\$16.78
1 Cubic Yard Container (each)	\$27.64	\$5.53	\$33.17	\$11.13	\$2.23	\$13.36	\$46.53
2 Cubic Yard Container (each)	\$39.66	\$7.93	\$47.59	\$22.28	\$4.46	\$26.74	\$74.33
3 Cubic Yard Container (each)	\$56.18	\$11.24	\$67.42	\$33.41	\$6.68	\$40.09	\$107.51
4 Cubic Yard Container (each)	\$72.15	\$14.43	\$86.58	\$44.60	\$8.92	\$53.52	\$140.10
6 Cubic Yard Container (each)	\$102.86	\$20.57	\$123.43	\$66.86	\$13.37	\$80.23	\$203.66
<u>Compactor Service and Drop Box Services (1)</u>							
<u>Compactor Services</u>							
20 Cubic Yard Compactor	\$161.67	\$32.33	\$194.00	TBD	20%	TBD	TBD
30 Cubic Yard Compactor	\$194.01	\$38.80	\$232.81	TBD	20%	TBD	TBD
<u>Drop Box/Roll Off Service</u>							
20 Cubic Yard Drop Box	\$146.99	\$29.40	\$176.39	TBD	20%	TBD	TBD
30 Cubic Yard Drop Box	\$176.36	\$35.27	\$211.63	TBD	20%	TBD	TBD
40 Cubic Yard Drop Box	\$205.77	\$41.15	\$246.92	TBD	20%	TBD	TBD

- (1) Service billed to customer directly by Tri-Cities Disposal and Recycling, Customer is billed the actual disposal fee plus franchise fees.
- (2) "Multiple Dwellings" means livings units of two or more.
- (3) Multiple Dwellings that request Franchise Yard Waste service will be billed at the Residential Rate
- (4) For Distance greater 15' monthly additional for each 25'
- (5) Enclosure service included for 1-4cy bins



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: May 4, 2016

AGENDA DATE: May 10, 2016

TO: Mayor and City Council

FROM: Mic Steinmann, Community Services Director

TITLE: **APPROVAL OF FINAL MAP FOR THE VINES AT GREENFIELD SUBDIVISION CONSISTING OF PROPERTY LOCATED ON WALNUT AVENUE AS PART OF THE WALNUT AVENUE SPECIFIC PLAN AREA**

AUTHORITY AND PROCEDURES

The requirements for final maps are set forth in the California Government Code, Subdivision Map Act, §§ 66433 – 66443 and §§ 66456 – 66462.5 and Chapter 16.24 of the Greenfield Municipal Code. Section 16.24.070 of the municipal code establishes the City Council as the final approving authority for final subdivision maps. The City Council shall approve the final map if it conforms to all of the requirements of the Subdivision Map Act, all the requirements of Title 16 of the Greenfield Municipal Code, and all the requirements of approval or conditional approval of the tentative map. If the final map does not conform to those requirements, the City Council shall disapprove the final map.

BACKGROUND AND ANALYSIS

The City Council has previously held public hearing and reviewed and discussed a tentative map application for The Vines at Greenfield Subdivision located on the south side of Walnut Avenue and east of U.S. Highway 101 as part of the Walnut Avenue Specific Plan area. The City Council approved the tentative map, subject to certain conditions of approval, at a regularly scheduled City Council meeting on March 8, 2016.

The Community Services Director and the City Engineer/City Surveyor have reviewed the attached final map. The subdivision shown on the final map is substantially the same as it appeared on the tentative map approved by the City Council on March 8, 2016. This final map is technically correct and complies with all the requirements of the Subdivision Map Act, all the requirements of Title 16 of the Greenfield Municipal Code, and the tentative map conditions of

approval. This final map dedicates Walnut Avenue and El Paseo Way as shown on the final map to the City of Greenfield for public road purposes. The final map dedicates to the City of Greenfield easements for public utilities on, over, or under those certain strips of land designated as public utility easements as shown on the final map. As this project moves through the subsequent planning and development process, it will be the responsibility of the Planning Director to ensure all conditions of approval of the tentative map continue to be satisfied.

RECOMMENDATION

The development of the proposed Walnut Avenue Specific Plan commercial and retail project has been previously reviewed and approved by both the Planning Commission and the City Council. A tentative map for this subdivision was approved by the City Council on March 8, 2016. The proposed final map conforms to all of the requirements of the Subdivision Map Act, all the requirements of Title 16 of the Greenfield Municipal Code, and all the requirements of approval or conditional approval of the tentative map. The City Council should therefore adopt the following resolution approving the proposed final map.

PROPOSED MOTION

I MOVE THAT THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVE RESOLUTION NO. 2016-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE FINAL MAP FOR THE VINES AT GREENFIELD SUBDIVISION CONSISTING OF PROPERTY LOCATED ON WALNUT AVENUE AS PART OF THE WALNUT AVENUE SPECIFIC PLAN AREA.

**CITY OF GREENFIELD CITY COUNCIL
RESOLUTION NO. 2016-30**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GREENFIELD APPROVING THE FINAL MAP FOR THE VINES AT
GREENFIELD SUBDIVISION CONSISTING OF PROPERTY LOCATED
ON WALNUT AVENUE AS PART OF THE WALNUT AVENUE
SPECIFIC PLAN AREA**

WHEREAS, California Government Code, Subdivision Map Act, §§ §§ 66433 – 66443 and §§ 66456 – 66462.5 and Chapter 16.24 of the Greenfield Municipal Code set forth requirements for subdivisions and final maps; and

WHEREAS, the City of Greenfield Municipal Code establishes the City Council as the designated Approving Authority for subdivisions and final maps; and

WHEREAS, the City of Greenfield City Council approved on March 8, 2016, an application for the creation of a subdivision and tentative map for certain property on the south side of Walnut Avenue and east of U.S. Highway 101 as part of the Walnut Avenue Specific Plan area, APNs: 109-114-01 and 109-114-002, located in the City of Greenfield, California; and

WHEREAS, the City Engineer has examined the final map and has determined that the survey is correct and that this map is technically correct, substantially conforms to the tentative map and to the provisions of Title 16 of the City of Greenfield Municipal Code and to the State Subdivision Map Act; and

WHEREAS, the City of Greenfield Planning Director has examined the final map and has determined that the map substantially conforms to the approved tentative map and any conditions of approval imposed thereon; and

WHEREAS, the final map dedicates Walnut Avenue and El Paseo Way as shown on the final map to the City of Greenfield for public road purposes; and

WHEREAS, the final map dedicates to the City of Greenfield easements for public utilities on, over, or under those certain strips of land designated as public utility easements as shown on the final map; and

WHEREAS, the City of Greenfield City Council shall approve the final map if it conforms to all of the requirements of the California Government Code, Subdivision Map Act, to all of the requirements of Title 16 of the City of Greenfield Municipal Code, and to all requirements of approval or conditional approval of the tentative map;

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

1. That the City of Greenfield City Council has considered all written and verbal evidence regarding this proposed final map and finds that the proposed final map conforms to all of the requirements of the California Government Code, Subdivision Map Act, to all of the requirements of Title 16 of the City of Greenfield Municipal Code, and to all requirements of approval or conditional approval of the tentative map;
2. That the City of Greenfield City Council approves the final map for The Vines at Greenfield subdivision consisting of property located on the south side of Walnut Avenue and east of U.S. Highway 101 as part of the Walnut Avenue Specific Plan area, APNs: 109-114-01 and 109-114-002, located in the City of Greenfield, California; and
3. That the City of Greenfield City Council does accept the offer of dedication to the City of Greenfield for public road purposes those portions of Walnut Avenue and El Paseo Way as shown on the final map; and
4. That the City of Greenfield City Council does accept the offer of dedication to the City of Greenfield easements for public utilities on, over, or under those certain strips of land designated as public utility easements as shown on the final map.

PASSED AND ADOPTED by the City Council of the City of Greenfield at a regular meeting of the City Council held on the 10th day of May, 2016, by the following vote:

AYES, and all in favor, therefore, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Attest:

Ann F. Rathbun, City Clerk

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP SUBDIVISION AS SHOWN WITHIN THE AREA BOUNDED BY THE BORDER SHOWN THUSLY . ADDITIONALLY, WE HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF GREENFIELD, WALNUT AVE AND EL PASEO WAY AS SHOWN HEREON FOR PUBLIC ROAD PURPOSES. WE ALSO HEREBY DEDICATE THE EASEMENT FOR VEHICULAR INGRESS AND EGRESS IN FAVOR OF ALL LOTS AS SHOWN ON THIS MAP, AND WE ALSO HEREBY DEDICATE THE EASEMENTS FOR PUBLIC UTILITIES AS SHOWN ON THIS MAP. WE ALSO HEREBY DEDICATE AN EASEMENT OVER ALL OF LOT 3 FOR VEHICULAR INGRESS AND EGRESS IN FAVOR OF ALL LOTS AS SHOWN ON THIS MAP, AND WE ALSO HEREBY DEDICATE AN EASEMENT OVER ALL OF LOT 3 FOR PUBLIC UTILITY PURPOSES.

OWNERS

LINDA O. YOP, TRUSTEE OR SUCCESSOR TRUSTEE OF YOP LIVING TRUST DATED NOVEMBER 13, 1998

SIGNATURE: _____

DATE: _____

DANNY M. YOP, TRUSTEE OR SUCCESSOR TRUSTEE OF YOP LIVING TRUST DATED NOVEMBER 13, 1998

SIGNATURE: _____

DATE: _____

LINDA O. YOP, SUCCESSOR TRUSTEE OF THE JOANNE RIANDA REVOCABLE TRUST UAD 03/08/2006

SIGNATURE: _____

DATE: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } S.S.
COUNTY OF MONTEREY }

ON _____ BEFORE ME _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION IS IN THE COUNTY OF MONTEREY
MY COMMISSION EXPIRES: _____
MY COMMISSION I.D. NO. _____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN VOLUME _____ OF "CITIES AND TOWNS" AT PAGE _____ AT THE REQUEST OF PALMETTO ENGINEERING AND LAND SURVEYING, INC

COUNTY RECORDER

DEPUTY RECORDER

FEE: _____

DOC. NO.: _____

THE VINES AT GREENFIELD TRACT MAP

BEING A DIVISION OF PORTIONS OF LOT 154 AND OF LOT 149, OF THE CLARK COLONY IN THE CITY OF GREENFIELD, COUNTY OF MONTEREY, AS SAID LOTS ARE DELINEATED ON THE MAP ENTITLED "MAP OF THE CLARK COLONY, MONTEREY COUNTY, CALIFORNIA, SURVEYED BY H.B. FISCHER, SURVEYOR & C.E., 1905", FILED JUNE 19, 1905 IN VOLUME 1 OF MAPS, "CITIES AND TOWNS", AT PAGE 64.

CITY CLERK'S STATEMENT

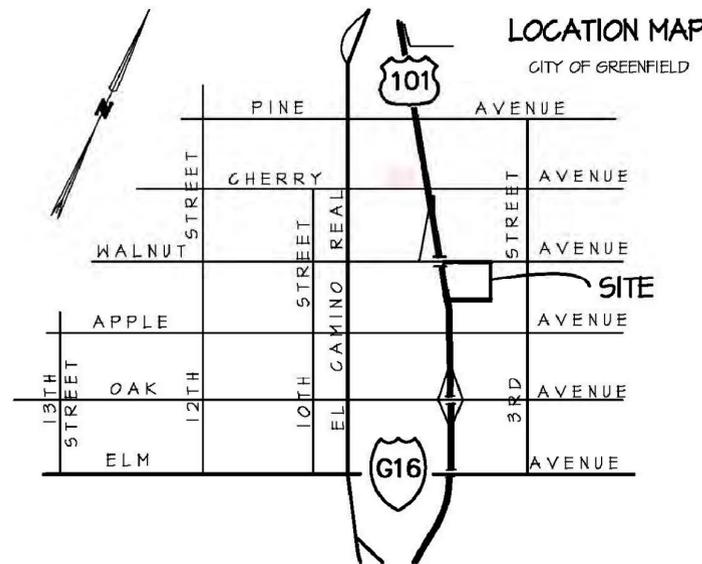
I, _____ CLERK OF THE CITY OF GREENFIELD, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVED THE WITHIN SUBDIVISION MAP ON THE _____ DAY OF _____, 20____, AND ACCEPTED THE OFFER OF DEDICATION OF WALNUT AVE AND EL PASEO WAY AS SHOWN HEREON FOR PUBLIC ROAD PURPOSES AND ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON.

CLERK OF THE CITY OF GREENFIELD

DATED: _____

SIGNATURE OMISSIONS
THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(A)(3)(a)(I) OF THE SUBDIVISION MAP ACT

NAME	INTEREST
CLARK COLONY WATER COMPANY	WATER RIGHTS, RIGHTS OF WAY, PRIVILEGES AND EASEMENTS VOLUME 87 OF DEEDS, PAGE 121, MAY 31, 1905
STATE OF CALIFORNIA	EASEMENT FOR INGRESS AND EGRESS RECORDED MAY 20, 1960 IN BOOK 2054, PAGE 128 OFFICIAL RECORDS



VICINITY MAP

NOT TO SCALE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } S.S.
COUNTY OF MONTEREY }

ON _____ BEFORE ME _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION IS IN THE COUNTY OF MONTEREY
MY COMMISSION EXPIRES: _____
MY COMMISSION I.D. NO. _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } S.S.
COUNTY OF MONTEREY }

ON _____ BEFORE ME _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION IS IN THE COUNTY OF MONTEREY
MY COMMISSION EXPIRES: _____
MY COMMISSION I.D. NO. _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND LOCAL ORDINANCE AT THE REQUEST OF EVCAP, LLC. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE (1) YEAR OF THE RECORDATION OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



GREGORY O. BLACK, P.L.S 8195

DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.



MARK E. REINHARDT, P.L.S 6392

DATE

COMMUNITY SERVICES DIRECTOR'S STATEMENT

I HAVE EXAMINED THIS MAP AND HAVE DETERMINED THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF GREENFIELD, CALIFORNIA ON _____, 20_____, AND TO THE CONDITIONS IMPOSED THEREON, AND THAT THE PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND OF THE CITY OF GREENFIELD MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLIED WITH.

MICHAEL A. STEINMANN
COMMUNITY SERVICES DIRECTOR

DATE

LINE AND CURVE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N51°28'11"E	40.06'
L2	N35°25'00"W	8.79'
L3	S54°35'00"W	38.00'
L4	N54°35'00"E	26.46'
L5	N54°35'00"E	13.54'
L6	N54°35'00"E	14.00'
L7	N54°35'00"E	4.31'
L8	S35°25'40"E	40.00'
L9	S54°35'00"W	40.47'
L10	N54°35'00"E	39.28'
L11	S80°25'00"E	28.28'
L12	N09°35'00"E	28.28'
L13	S09°34'20"W	28.28'
L14	S80°25'24"E	28.28'
L15	S54°35'00"W	15.00'
L16	S54°35'00"W	21.85'
L17	S54°35'00"W	12.12'
L18	N35°25'00"W	46.54'
L19	N35°25'00"W	3.06'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	81.00'	20.23'	14°18'00"	10.16'
C2	43.00'	46.75'	62°16'28"	25.98'
C3	43.00'	46.75'	62°16'28"	25.98'
C4	43.00'	25.94'	34°33'36"	13.38'
C5	43.00'	25.94'	34°33'36"	13.38'
C6	220.82'	132.44'	34°21'53"	68.28'

THE VINES AT GREENFIELD TRACT MAP

SHEET 2 OF 3 SHEETS

THE VINES AT GREENFIELD TRACT MAP

BEING A DIVISION OF PORTIONS OF LOT 154 AND OF LOT 149, OF THE CLARK COLONY IN THE CITY OF GREENFIELD, COUNTY OF MONTEREY, AS SAID LOTS ARE DELINEATED ON THE MAP ENTITLED "MAP OF THE CLARK COLONY, MONTEREY COUNTY, CALIFORNIA, SURVEYED BY H.B. FISCHER, SURVEYOR & C.E., 1905", FILED JUNE 19, 1905 IN VOLUME 1 OF MAPS, "CITIES AND TOWNS", AT PAGE 64.

NOTES

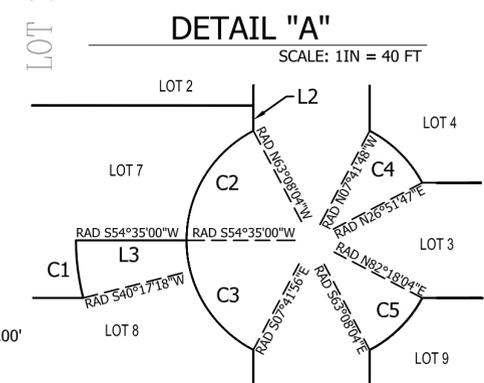
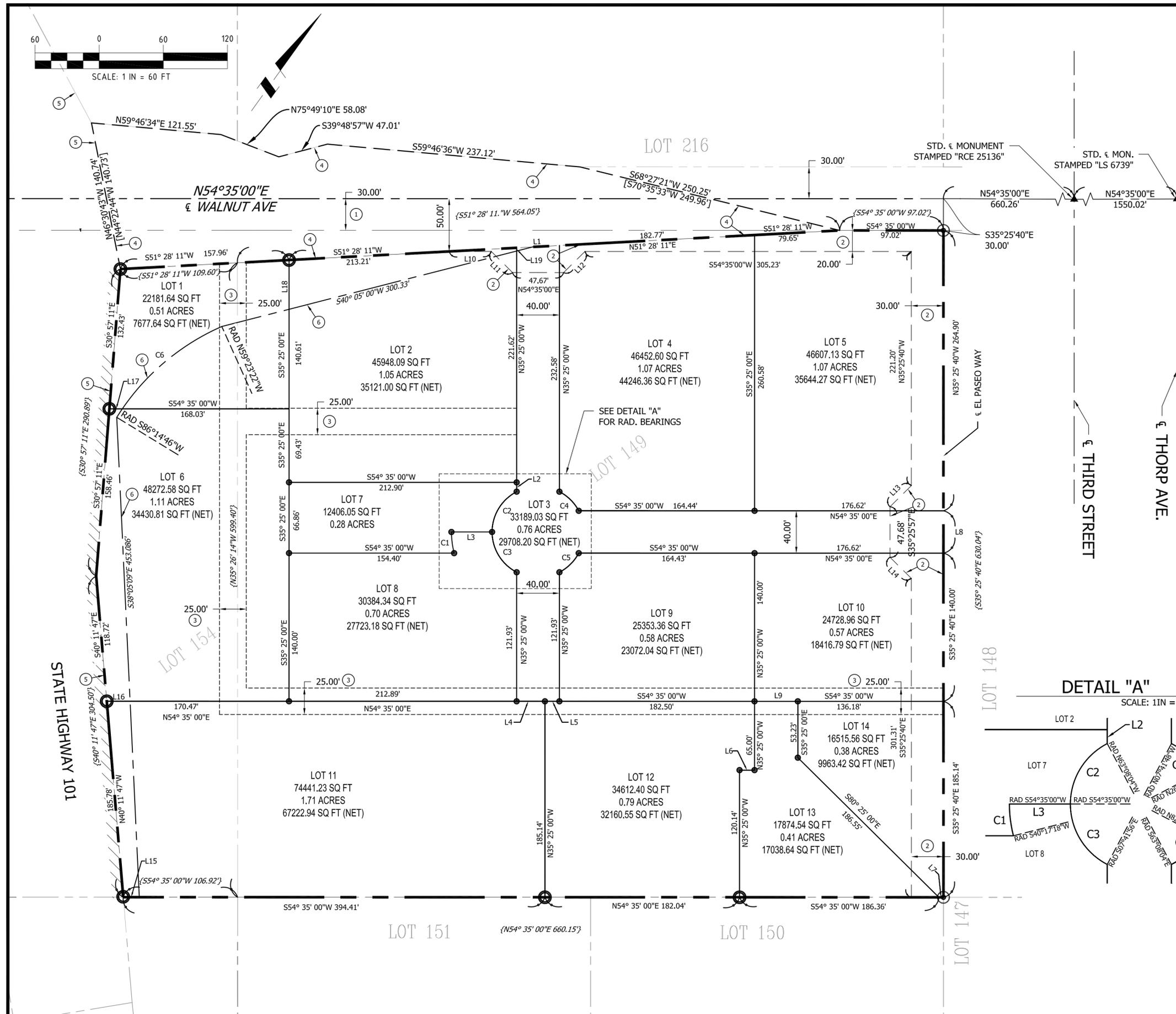
- 1) THE DOUBLE DASH  BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
- 2) ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- 3) A "PLS 8195" TAG SHALL BE SET ON TOP OF CURB AT THE INTERSECTION OF THE PROPERTY LINE IN LIEU OF FRONT LOT CORNERS.

BASIS OF BEARINGS

THE BEARING N 54°35'00" E ALONG THE CENTERLINE OF WALNUT AVENUE AS SHOWN ON THAT RECORD OF SURVEY FILED IN VOLUME 27 OF SURVEYS, PAGE 1, MONTEREY COUNTY, CALIFORNIA AS FOUND MONUMENTED, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP.

LEGEND

-  SET CONCRETE MONUMENT w/BRASS CAP TAGGED "PLS 8195" IN MONUMENT FRAME AND COVER.
-  SET 2" IRON PIPE TAGGED "PLS 8195".
-  SET 1/2" REBAR w/PLASTIC CAP TAGGED "PLS 8195".
-  STANDARD CENTERLINE MONUMENT FOUND AS DESCRIBED.
- { } PARENT PARCEL BOUNDARY COURSES.
- [] PER CALTRANS RIGHT-OF-WAY MAP MON-101 P.M. 53.61-65.08.
-  ALL RIGHTS OF INGRESS AND EGRESS ARE RESERVED TO THE STATE OF CALIFORNIA PER DIRECTOR'S DEED RECORDED MAY 20, 1960 IN BOOK 2054, PAGE 128 OF OFFICIAL RECORDS.
- ① RIGHT OF WAY PER MAP ENTITLED "MAP OF CLARK COLONY, MONTEREY COUNTY, CALIFORNIA, SURVEYED BY H.B. FISCHER, SURVEYOR & C.E., 1905".
- ② DEDICATION OF RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES PER THIS MAP.
- ③ EASEMENT FOR VEHICULAR INGRESS AND EGRESS IN FAVOR OF ALL LOTS, AND PUBLIC UTILITY EASEMENT PER THIS MAP
- ④ CALIFORNIA STATE HIGHWAY RIGHT-OF-WAY RELINQUISHMENT TO COUNTY OF MONTEREY PER DOCUMENT RECORDED SEPTEMBER 1, 1961, IN VOLUME 2179 OF OFFICIAL RECORDS, AT PAGE 338.
- ⑤ EXISTING STATE ROUTE 101 RIGHT-OF-WAY PER CALTRANS RIGHT-OF-WAY MAP MON-101 P.M. 53.61-65.08.
- ⑥ LIMITS OF FUTURE INTERCHANGE IMPROVEMENTS - NO PERMANENT STRUCTURES ALLOWED NW/SW OF THIS LINE.





City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: May 4, 2016

AGENDA DATE: May 10, 2015

TO: Mayor and City Council

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **RESOLUTION AWARDING A PUBLIC WORKS CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,922,016 TO STOCKBRIDGE GENERAL CONTRACTING, INC., TO CONSTRUCT A NEW COMMUNITY PARK UNDER THE CITY'S PROPOSITION 84 AWARD**

BACKGROUND AND ANALYSIS

The City of Greenfield has been awarded a \$2,982,281 Proposition 84 grant for land acquisition, design, and construction of a new 3-acre community park at Apple Avenue and 3rd Street. The City has purchased this property and contracted with Pacific Coast Land Design to provide full design services for the new community park. Upon completion of the plans, specifications, and bid documents, the City conducted a competitive bidding process for required construction services in accordance with the State Public Contract Code, Proposition 84 contracting procedures, and the City of Greenfield bidding procedures for public works construction contracts.

The project was publically noticed and an Invitation to Bid issued on November 11, 2015. Two bids were received, each of which exceeded the available construction budget for this project, which is approximately \$2.1 million. All bids were rejected because they exceeded the available budget. The project architect made changes to the plans and specifications. The project was rebid on January 29, 2016. Three bids were received, each of which again exceeded the available construction budget. All bids were thereupon rejected and further modification to the plans and specifications was made. The project was rebid on March 30, 2016. Four bids were received on April 21, 2016, three of which were for amounts within the available construction budget. The bids received and the bid amounts were as follows:

1. Stockbridge General Contracting.....\$1,922,016.00
2. Sansone Company.....\$2,011,093.40
3. John Madonna Construction Company.....\$2,026,915.50
4. Don Chapin Company.....\$2,227,179.00

The City Engineer and Pacific Coast Land Design reviewed each of the bids for conformity with the requirements of the bid documents. Based on that review, it was determined that Stockbridge General Contracting was the lowest responsible bidder.

Stockbridge General Contracting is a General Engineering Contractor headquartered in Clovis, CA. The firm has considerable public park construction experience. It holds an “A” general engineering contractor license, which requires specialized engineering knowledge and skill in areas including irrigation, drainage, streets and roads, parks, playgrounds and other recreational works.

FINANCIAL AND BUDGET IMPACT

The City’s Proposition 84 award is in the total amount of \$2, 982,281 and includes funds for site acquisition, tenant relocation, design, construction management, inspection, labor compliance, demolition, construction, and City staff costs in administering and overseeing this award. Of the total grant award, approximately \$2.1 million is available for actual construction services.

The lowest responsible bidder for construction of the Proposition 84 park project was Stockbridge General Contracting, who submitted a construction bid in the amount of \$1,922,016. This bid was within the available construction budget. All costs of developing and constructing the new community park at Apple Avenue and 3rd Street will be reimbursed under the City’s Proposition 84 award. There will be no impact on the City’s General Fund.

RECOMMENDATION

The City Manager, Community Services Director, and City Engineer recommend the City Council award a construction contract to Stockbridge General Contracting for the new Proposition 84 community park and authorize the City Manager to negotiate and execute the construction contract for those services.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION NO. 2016-31, A RESOLUTION AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,922,016 TO STOCKBRIDGE GENERAL CONTRACTING, INC., TO CONSTRUCT THE NEW PROPOSITION 84 COMMUNITY PARK AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE THIS CONTRACT.

**CITY OF GREENFIELD CITY COUNCIL
RESOLUTION NO. 2016-31**

**A RESOLUTION AWARDING A PUBLIC WORKS CONSTRUCTION
CONTRACT IN THE AMOUNT OF \$1,922,016 TO STOCKBRIDGE
GENERAL CONTRACTING, INC., TO CONSTRUCT THE NEW
PROPOSITION 84 COMMUNITY PARK AND TO AUTHORIZE THE
CITY MANAGER TO NEGOTIATE AND EXECUTE THIS CONTRACT**

WHEREAS, the City of Greenfield has been awarded a \$2,982,281 Proposition 84 grant for development of a new 3-acre community park at Apple Avenue and 3rd Street; and

WHEREAS, the City desires to contract with a responsible construction contractor for construction of the new community park; and

WHEREAS, to be reimbursable under the Proposition 84 program, the services of the public works construction contractor must be procured utilizing a formal bidding process in compliance with the Proposition 84 Grant Administration Guide, the State Public Contract Code, and the City's bidding and contracting procedures set forth in section 3.12.053 of the municipal code; and

WHEREAS, to select such a public works construction contractor, the City has undertaken a formal public bidding process as required by applicable State and City public works procurement procedures; and

WHEREAS, as a result of the formal bidding process required by applicable State and City public works procurement procedures, the City Manager, the Community Services Director, and the City Engineer have identified Stockbridge General Contracting, Inc., as the lowest responsible bidder; and

WHEREAS, the City Manager, the Community Services Director, and the City Engineer recommend the City Council award a public works construction contract to Stockbridge General Contracting, Inc., to construct the City's new community park under the City's Proposition 84 program award;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Greenfield that:

1. A public works construction contract in the fixed-price amount of \$1,922,016 be awarded to Stockbridge General Contracting, Inc., to provide public works construction services for a new community park under the City's \$2,982,281 Proposition 84 grant award;
2. The City Manager is authorized to negotiate the final terms and conditions of the construction contract with Stockbridge General Contracting, Inc.; and
3. The City Manager is authorized to execute said agreement on behalf of the City of Greenfield.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 10th day of May 2016, by the following vote:

AYES, and all in favor, therefore, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Attest:

Ann F. Rathbun, City Clerk



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 6, 2016

AGENDA DATE: May 10, 2016

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: FIRE PARCEL TAX STUDY

BACKGROUND:

On January 12, 2016, the City approved a Memorandum of Understanding with the Greenfield Fire Protection District to evaluate the best approach for providing fire protection in the Greenfield area. The first step in this evaluation process is to conduct a Fire Services Reorganization Study that will identify the options to provide fire services in the CITY and in DISTRICT'S existing unincorporated area in the most cost effective manner for the recommended and appropriate service levels. This study is currently underway and preliminary recommendations will soon be received by the City and District for discussion and consideration. Once this study is complete the City decides on the level of fire service it feels will be supported by voters, it will be necessary to decide on how best to fund a City of Greenfield Fire Department.

The District currently uses a special benefit assessment to fund some of its current operational expenses. For increased assessments, only special benefits are assessable, and Proposition 218 requires that an agency separate the *general benefits* from the *special benefits* conferred on parcels. One of the most significant drawbacks that the District faced in using a special benefit assessment is that it cannot fully fund all necessary activities of the District. Consequentially, the District's current assessment tax only partially funds fire suppression personnel costs, apparatus, and equipment that *specialy benefit the properties* to be assessed. However, irrespective of this restriction, the District still incurred costs that are partially associated with *general benefits* and not allowed to be funded through the Assessment. These costs are associated with the following services and expenditures:

- Maintaining, rehabilitating, and expanding District station houses and other real property that is not fire suppression equipment or apparatus;

- Services related to medical emergencies, traffic accidents, and other incidents not related to fire suppression;
- Fire suppression services to areas outside of the District on a mutual aid basis, including fire suppression services that benefit parcels near the boundaries of the District; and
- Fire suppression services provided by the District may provide some level of incidental general benefit to the public at large.
- Expenditures related to maintaining, rehabilitating, and expanding District station houses and other real property that is not fire suppression equipment or apparatus were discarded and are not included within the Fire Suppression

Besides responding to incidents related to fire, the District also responds to other incident types that are not associated with fire suppression, such as, medical emergencies, traffic accidents, search and rescue, and public assistance that are also not be funded by the Assessment and are considered non-fundable costs. These revenue restrictions and limitations have created the financial shortfall in the District that need to be addressed by the City to avoid creating future unfunded.

The City is currently evaluating the viability of proposing a special fire tax for fire protection services that includes, but not limited to, emergency medical service where provided by a local agency directly or by contract. Under this provision of law, "emergency medical services" includes equipment, apparatus, and salaries and benefits for personnel where these services are provided by a local agency which also provides police or fire protection. However, setting up and adopting the correct tax is of critical importance. In order to assist the City and the District in selecting and obtaining voter approval of the best revenue sources the City is proposing to contract with NBS Financial Consultants who is one of the most qualified firms with experience in this area of revenue generation. NBS has extensive experience with 250 public agencies in developing and seeking approval for Special Financing Districts, Assessment Engineering, Special Parcel Taxes, Proposition 218 compliance and special tax consultation.

BUDGET AND FINANCIAL IMPACT:

NBS has proposed a phased approach to this analysis. The first task will be to evaluate the District's current funding mechanism, review the preliminary recommendations of the Fire Study currently being prepared by Citygate and then provide a list of potential revenue sources that the City might consider adopting that do not have the same limitations of the District's current Assessment. The proposed fee for this analysis will not exceed \$12,500.

REVIEWED AND RECOMMENDED:

As indicated in the staff report with the approval of the City/Fire MOU, properly funding Fire and EMS is critical to the safety of the community and the future redevelopment of the City. No matter what revenue source is adopted to pay for fire protection, deciding not to pay for the service is not an option. NBS comes to the City highly recommended by the City's Financial Consultant William Statler who advised the City how best to adopt the successful transaction and use tax that received voter approval last November. The City Manager and Administrative Service Director recommend approval.

CONSEQUENT ACTION:

After the City decides how best to pay for Fire and EMS service, the next phase of the project will involve developing a public information campaign to inform the community of the fire department's needs and conducting an election. This effort will require the same extensive dialogue in the community that was successfully employed to obtain voter approval of Measures V & W in November 2015. The cost to prepare for the election is approximately \$20,000 and information outreach about \$10,000.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY A PROFESSIONAL SERVICE AGREEMENT WITH NBS FINANCIAL CONSULTING FOR \$12,500 FOR THE PURPOSE OF STUDYING HOW BEST TO SUSTAIN FUNDING FOR FIRE AND EMS SERVICE IN GREENFIELD.



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 (P) 951.296.1997
(F) 951.296.1998

April 6, 2016
nbsgov.com

Ms. Susan Stanton
City Manager
599 El Camino Real
P.O. Box 127
Greenfield CA 93927

RE: Fire Department Revenue Feasibility

Dear Susan and colleagues,

As we have discussed, NBS is ready to work with you on a short term feasibility analysis project to determine revenue options for the Fire Department reorganization. NBS will review available reports (Benefit Assessment report, Citygate reports, etc.) and data (parcel database), make certain limited projections, and compile information relevant to the decision of a possible parcel tax or Community Facilities District (CFD) tax, and/or other financing mechanisms (updated fees, etc.).

The deliverables for this initial (Phase 1) review is a feasibility report, and likely a parcel tax adoption timeline.

This letter outlines our scope and not to exceed fee for this Phase 1. Phase 2 will be added later, and will consist of special tax/parcel consulting and/or other recommended scopes of services.

Scope of Services

Fire Revenue – Initial Feasibility

Kick-off Meeting: Meet with city staff (initial meeting in person or conference call) to discuss:

- Consolidation of fire services to City from Special District
- Budget needs
- Overall timeline
- Budget and other considerations
- Community interaction and Outreach

Data Gathering and Review: Gather and review reports, budget data, and other relevant data to inform the analysis.

Review of Findings and Discussion: Review findings with city staff and discuss possible approaches. Provide recommendations on parcel tax options and discuss current Benefit Assessment details.

Timeline: Develop a timeline leading up to a possible ballot election, likely in 2017.

Present results: Prepare a short memo summarizing the findings and recommendations. This memo will include recommendations, a proposed timeline, and findings.

Fees

Fire Revenue – Initial Feasibility

Not to exceed Fee.....\$12,500

The following table shows our current hourly rates.

Title	Hourly Rate
Director	\$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95

Expenses

Customary out-of-pocket expenses will be billed to the District at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees. Expenses are estimated to be less than \$500.

Please feel free to contact me if you have any questions or need further information.

Best regards,



Tim Seufert
Managing Director



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 6, 2016

AGENDA DATE: May 10, 2016

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

**TITLE: NEXT GENERATION RADIO SYSTEM
GOVERNANCE MOA AMENDMENT**

BACKGROUND:

Monterey County operates a consolidated, integrated public safety dispatch center, operated and managed by the Monterey County Emergency Communications Department in Salinas, which supports approximately 40 public safety agencies. The Next Generation Radio System project is a collaborative effort involving twenty-eight public agencies within the County, including all of its incorporated cities and a number of special districts. The Next Generation Radio System (called by those in the field as "NGEN") replaced older public safety and local government voice and data radio networks. When completed, the Next Generation Radio System will provide enhanced coverage and reliable and secure interoperable communications for all user agencies within the County. The Next Generation Radio System will be operated and maintained by Monterey County, through its Information Technology Department for the benefit of the agency users receiving Next Generation Radio System public safety radio dispatch and associated services.

On May 12, 2009 the County of Monterey and various city¹, state and district government entities located in Monterey County entered into an agreement entitled "Memorandum of

¹ City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Gonzales, City of Greenfield, City of King, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, City of Soledad, California State University Monterey Bay, Monterey Peninsula Airport District, Big Sur Volunteer Fire Brigade, Carmel Valley Fire Protection District, Greenfield Fire Protection District, North County Fire Protection District, and Monterey Regional Fire District.

Agreement: Next Generation Radio System Joint Governance and Finance” (Attachment A) to provide for the governance, financing and operation of the radio system and network. Since the execution of this agreement, the twenty-eight public agencies and the County established the Emergency Communications Users Advisory Council consisting of a Technical Operations Board and an Executive Policy Board consisting of eight senior government executives.²

In order to ensure adequate and sustainable funding of this critical radio system (operated and managed on behalf of all partner cities and fire districts) the Emergency Communications Users Advisory Council’s Executive Policy Board has recommended that it have the authority to contractually bind all user agencies for payment of their proportional share for using the radio system.

Specifically, the proposed amendment (Attachment B) provides that the Emergency Communications Users Advisory Council shall have the authority to:

- Bind participating NGEN agencies to the annual adjustment of operations and maintenance costs provided for in Appendix 2 to the O & M Agreement; and
- Provide notice to the participating NGEN agencies of its annual review of the O & M Agreement within thirty (30) days of conducting that review,
- Retain its authority and obligations without need for further amendment, to any future NGEN governing body which may succeed or replace the Council in the future.

As noted in the proposed amendment, because of the criticality of managing and operating the radio system, any failure by Emergency Communications Users Advisory Council to provide notice to the participating user agencies of its annual review does not relieve any participating user agency of its contractual obligation to pay its proportional share of costs, (as provided by the O & M Agreement approved in 2009), nor shall failure by the Emergency Communications Users Advisory Council to provide this notice affect its authority to contractually bind participating user agencies to the annual adjustment of costs provided for in “Exhibit B” to the O & M Agreement.

BUDGET AND FINANCIAL IMPACT:

The terms of proposed Amendment No. 1 and the revised “Next Generation Radio System Joint Governance and Finance Memorandum of Agreement” (Attachment C) become effective upon signature of three quarters (3/4s) of the participating NGEN agencies, as provided by Paragraph 10 of the MOA, and approval by the Board of Supervisors of Monterey County. Typically, these types of agreements would need to be renewed annually but doing so would be

² Ray Corpuz (Salinas), David Sargenti (Monterey County Regional Fire), Lew Bauman (Monterey County), Stephen Bernal (Sheriff for Monterey County), Susan Stanton (Greenfield, representing South County), Dan Dawson (Del Ray Oaks, representing the north Peninsula) and Layne Long (Marina, representing south Peninsula).

impractical given the nature of the service and the proportional allocation for all twenty-eight participating agencies. As shown below, Greenfield’s annual cost is estimated at \$13,260.

NGEN O&M Billing FY2016/17										
Agency	Law		Fire		Public Works / Local Government		% of Total	Total Billable Radios	Quarterly FY2016/17 Payments	Total FY2016/17 Due
County of Monterey										
Sheriff	620	64.4%					21.28%	620	\$55,549	\$222,196
Probation	175	18.2%					6.01%	175	\$15,679	\$62,717
District Attorney	35	3.6%					1.20%	35	\$3,136	\$12,543
Parks	58	6.0%			30	3.1%	3.02%	88	\$7,884	\$31,537
Public Works					31	3.2%	1.06%	31	\$2,777	\$11,110
Animal Control					12	1.2%	0.41%	12	\$1,075	\$4,301
Office of Emergency Services					2	0.2%	0.07%	2	\$179	\$717
City of Carmel by the Sea	47	60.3%	19	24.4%	12	15.4%	2.68%	78	\$6,988	\$27,954
City of Del Rey Oaks	21	100.0%	0	0.0%	0	0.0%	0.72%	21	\$1,881	\$7,526
City of Gonzales	20	40.0%	13	26.0%	17	34.0%	1.72%	50	\$4,480	\$17,919
City of Greenfield	34	91.9%	1	0.0%	3	8.1%	1.27%	37	\$3,315	\$13,260
City of King City	27	75.0%	9	25.0%	0	0.0%	1.24%	36	\$3,225	\$12,902
City of Marina	78	56.1%	29	20.9%	32	23.0%	4.77%	139	\$12,454	\$49,815
City of Monterey	77	20.1%	108	28.1%	199	51.8%	13.18%	384	\$34,405	\$137,618
City of Pacific Grove	49	60.5%	15	18.5%	17	21.0%	2.78%	81	\$7,257	\$29,029
City of Salinas	303	52.5%	194	33.6%	80	13.9%	19.81%	577	\$51,696	\$206,786
City of Sand City	18	85.7%	0	0.0%	3	14.3%	0.72%	21	\$1,881	\$7,526
City of Seaside	72	53.7%	50	37.3%	12	9.0%	4.60%	134	\$12,006	\$48,023
City of Soledad	28	80.0%	0	0.0%	7	20.0%	1.20%	35	\$3,136	\$12,543
CSU Monterey Bay	24	72.7%	0	0.0%	9	27.3%	1.13%	33	\$2,957	\$11,827
Monterey Regional Airport	11	45.8%	0	0.0%	13	54.2%	0.82%	24	\$2,150	\$8,601
Big Sur Volunteer Fire	0	0.0%	12	100.0%	0	0.0%	0.41%	12	\$1,075	\$4,301
Greenfield Fire Protection District	0	0.0%	24	100.0%	0	0.0%	0.82%	24	\$2,150	\$8,601
North County Fire District	0	0.0%	71	100.0%	0	0.0%	2.44%	71	\$6,361	\$25,445
Monterey County Regional Fire	0	0.0%	102	100.0%	0	0.0%	3.50%	102	\$9,139	\$36,555
Spreckels Volunteer Fire	0	0.0%	2	100.0%	0	0.0%	0.07%	2	\$179	\$717
EMS	0	0.0%	89	100.0%	0	0.0%	3.06%	89	\$7,974	\$31,896
Total	1697	58.26%	737	25.30%	479	16.44%		2913		\$ 1,043,962

REVIEWED AND RECOMMENDED:

As a member of the Emergency Communications Users Advisory Council’s Executive Policy Board representing South County, I have been involved with this realizing the last phase of this project. The proposed agreement is for three years and I recommend approval. A group of county and city staff are currently evaluating the potential for creating a JPA for the operation of this NGEN system. Final recommendations are being prepared by Citygate for consideration by this working group.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT FOR THE NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE AND FINANCING.

**CITY OF GREENFIELD
RESOLUTION NO. 2016-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
APPROVING AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT FOR
THE NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE AND
FINANCING**

WHEREAS, federal law requires equipment changes and mandates standards used in public safety communications and emergency 9-1-1 dispatch systems (the Next Generation Radio System or NGEN system); and

WHEREAS, the City of Greenfield, the County of Monterey (County) and various city, state and district government entities located in Monterey County entered into an agreement (the MOA) on May 12, 2009, to provide for the governance and financing of the NGEN system; and

WHEREAS, the various city and district government entities party to the MOA are presently identified as follows (collectively, the participating NGEN agencies): City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Gonzales, City of Greenfield, City of King, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, City of Soledad, California State University Monterey Bay, Monterey Peninsula Airport District, Big Sur Volunteer Fire Brigade, Carmel Valley Fire Protection District, Greenfield Fire Protection District, North County Fire Protection District, and Monterey Regional Fire District [formerly Salinas Rural Fire Protection District]

WHEREAS, the MOA provides that the shared infrastructure of the NGEN system is to be maintained by County in accordance with approved policies and maintenance agreements between the Emergency Communications Users Advisory Council (ECUAC); and

WHEREAS, paragraph 10 of the MOA provides for amendment of its terms upon signatures of three-fourths of the participating NGEN agencies; and

WHEREAS, the County and the participating NGEN agencies wish to amend the MOA in order to specify the obligations of the County and to specify the obligations of the participating NGEN agencies regarding the operation and maintenance of the NGEN system;

NOW, THEREFORE, BE IT RESOLVED, that the City of Greenfield and County and the participating NGEN agencies agree to the amendment as outlined in attached Exhibit "A".

PASSED AND ADOPTED by the City Council of the City of Greenfield at a regular meeting duly held on the 10th day of May 2016, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

Greenfield

Attest:

Ann F. Rathbun, City Clerk

John Huerta, Jr., Mayor, City of

**MEMORANDUM OF AGREEMENT RE
NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE
AND FINANCING**

This Memorandum of Agreement re Next Generation Radio System ("NGEN") Joint Governance and Financing (the "NGEN Financing Agreement") is entered into this 12th day of May, 2009 by and between the County of Monterey ("County"), City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Gonzales, City of Greenfield, City of King, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, and the City of Soledad (collectively referred to as "the Cities"), and the California State University Monterey Bay, Monterey Peninsula Airport District, Big Sur Volunteer Fire Brigade, Carmel Valley Fire Protection District, Greenfield Fire Protection District, North County Fire Protection District, Salinas Rural Fire Protection District and Spreckels Volunteer Fire Company, and (the "non-County entities".) The County, Cities, and the non-County agencies are hereinafter referred to collectively as the "Parties."

RECITALS

Whereas, the parties to this Agreement are local government entities in Monterey County, State or District entities in Monterey County and the County of Monterey; and

Whereas, the parties, by separate agreements, currently participate in, or are represented on, the Emergency Communications Users Advisory Council ("ECUAC"), as governed by the "Agreement for 911 Emergency Communications Dispatch Services, attached hereto as Exhibit B; and

Whereas, the Federal Communications Commission ("FCC") has promulgated regulations and a decision (47 CFR section 90.201; 47 CFR section 90.203 and *In Re Implementation of sections 309(j) and 337 of the Communications Act of 1934, as amended* (2004) WT Docket No. 99-87 (Decision of the FCC) which require equipment changes to the systems used by the Parties; and

Whereas, the purpose of this Financing Agreement is to provide joint oversight regarding the procurement and operation of the "Next Generation Radio System" or "NGEN"; and

Whereas, the Parties are mandated to comply with these regulatory changes and also desire to improve interoperability and otherwise enhance the system via the procurement and use of new equipment under the terms of this Agreement; and

Whereas, the parties wish to work cooperatively to specify and procure the best and most appropriate NGEN system which meets the public safety needs of the Parties and the residents of the County of Monterey; and

Whereas, the participating agencies intend to design and implement this NGEN system under the terms outlined in this Agreement; and

Whereas, the estimated cost of the shared equipment for the NGEN project ranges from \$7.8 million dollars to \$12 million dollars, which costs are to be financed and paid in accordance with this Agreement; and

Whereas, individual parties will absorb the cost of the field equipment to be used exclusively by their individual agency; and

Whereas, the parties find that it is to their mutual benefit and advantage to work together and share in the acquisition of NGEN shared infrastructure and equipment, bearing those cost on a proportionate basis.

NOW, **THEREFORE**, in mutual consideration of the terms and conditions provided below, the Parties agree as follows:

TERMS

1. Governance The parties agree the Emergency Communications Users Advisory Council ("ECUAC") shall provide oversight regarding the operations under this Agreement and the existing Agreement(s) for 9-1-1 Emergency Dispatch Services, which are incorporated by this reference and attached as Exhibit B. Said governance shall continue unless or until a new entity is created by separate Agreement among the parties and specifies a new or different governance.
2. Shared Infrastructure, Engineering and Project Management
 - A. Monterey County will acquire the shared infrastructure, equipment, engineering, and project management for the NGEN system which will be procured per the terms of this Agreement. The shared infrastructure will be maintained by Monterey County in accordance with approved policies and maintenance agreements implemented between the ECUAC and Monterey County. Upon system acceptance, the shared infrastructure will be stewarded by Monterey County until such time as a Joint Powers Authority is created to operate the Emergency Communications function.
 - B. The City of Salinas contribution toward shared infrastructure costs shall be governed by the MOU attached as Exhibit C. Ownership of shared infrastructure purchased through the 2007 COPS Technology Grant shall also be governed by Exhibit C.
 - C. By executing this Agreement, each Party agrees that a committee (the "NGEN RFP Review and Selection Committee") selected by the ECUAC or appointed by its represented Agency Groups (such as Chief Law Enforcement Officers and Fire Chiefs Associations) to represent all Parties, shall recommend approval for procurement of a Design-Build vendor. Such recommendation

shall be based upon an extensive review of proposals submitted in response to a formal Request For Proposal (RFP) issued by the County, as well as investigations into the various aspects of the proposals, answers to questions posed by the Selection Committee and vendor references. The NGEN RFP Review and Selection Committee will make a final contract award recommendation to the ECUAC, who shall notify the Emergency Communications Policy Advisory Council ("ECPAC") members (as identified in Exhibit B, Section 7.A.), of the recommended vendor and forward its recommendation to the Board of Supervisors on behalf of all Parties. In the event that the Selection Committee cannot reach consensus on a recommendation, but forwards the top two equally qualified vendor proposals to the ECUAC to make the final choice, the ECUAC shall require a two-thirds majority vote to break the tie, notify ECPAC and forward its recommendation to the Board of Supervisors.

- D. It is the intention of the parties that the combined total of costs for shared infrastructure, soft costs (such as project management and Selection Team expenses), and mobile data infrastructure, not exceed the upper limit of \$12 million estimated for this project.
- E. Should the cost of the shared infrastructure exceed that estimated in the Recitals above, the parties shall meet and confer regarding whether or how to proceed with this Agreement. The ECUAC shall develop policies regarding its oversight responsibilities under this Agreement, including circumstances under which a "super majority" of two-thirds (2/3) of the voting members present at a scheduled meeting would be required to authorize, or recommend for approval to the Board of Supervisors, new or enhanced financial agreements. Said policies shall be approved by the Emergency Communications Policy Advisory Council ("ECPAC").
- F. In addition to the voice and data infrastructure, NGEN member agencies intend to procure radio subscriber equipment (portable and mobile radios and accessories) and leverage optional volume pricing.

3. Agency Voice Equipment

- A. Each party to this Agreement shall utilize at its own expense subscriber equipment such as mobile and portable radios, which is compatible to and will interface into the NGEN voice communication system and be used by its own personnel.

4. Mobile Data Communications System (MDCS) and Agency Equipment

- A. The RFP process will assume that agencies currently participating in the existing MDCS will continue to do so. Agencies wishing to opt out of participating in the Mobile Data Communications System of the shared

infrastructure of the NGEN project must do so in writing to the ECUAC prior to the award of a contract by the Board of Supervisors. ECUAC will provide direction regarding opt out timing and process. Actual terms of financing will be calculated by Monterey County when vendor selection is final and system costs are known.

- B. Each party to this agreement electing to use the MDCS shall pay its proportionate share, as defined in Exhibit A, as updated, if applicable, for the MDCS shared infrastructure.
- C. Each party to this Agreement may acquire at its own expense field equipment such as computers, mobile and portable radios, which is compatible to and will interface into the NGEN system and be used by its own personnel for receipt of data files.
- D. An Addendum or Amendment to this Agreement shall be signed by all Parties sharing in the cost of MDCS shared infrastructure, prior to contract approval by the Board of Supervisors.

5. Financing

A. Debt Financing

- (1) On behalf of all participating agencies, Monterey County will secure lease financing from the best available source, based on the County's stand-alone credit rating, in an amount sufficient to cover the construction of the NGEN infrastructure (see paragraph B below), less the pro-rata share of those participants opting out of the shared financing. Participants in the shared financing may elect to pre-pay lease obligations, but may incur penalties prescribed by the terms of the financing source. Participants shall have an opportunity to review the lease terms prior to their being finalized.
- (2) Project soft costs, such as for employment of a Project Manager, expenses of the RFP Review and Selection Team, and related administration and oversight costs will most likely not be financed but will be billed in the first two years of the project (FY 2009-10 and 10-11), with debt service on shared infrastructure (pursuant to the design build contract) beginning in FY 2011-12 for a period of fifteen years as described in EXHIBIT A.

B. Participant Financing Options

- (1) SELF-FUNDING. Agencies choosing to not participate in the joint financing must make that election at the time of signing this Agreement. Once the financing is structured, self-funding agencies will no longer be able to elect

to join the financing and must provide funding through alternative sources. Those self-funding agencies will be required to deposit, on or before the bond financing date, their pro-rata share of the anticipated infrastructure costs, as specified in Exhibit A, to be expended during the next twelve months, and at the beginning of each subsequent twelve month period and continuing through completion of infrastructure construction. These funds will be held in trust with the County Treasurer. Accumulation of interest in the deposit account and the Financing Proceeds Fund established pursuant to the financing will accrue to the benefit of the project as a whole.

Example: For all examples, the joining agency (City A) will use 10% of the radios and of the \$12,000,000 of total infrastructure costs, \$5,000,000 will be spent in year one, \$4,000,000 in year two, and \$3,000,000 in the final year of construction. City A must contribute \$1,200,000 toward the project. City A must deposit \$500,000 with the County Treasurer on or before the closing date of the bond offering ("bond date"). Assuming estimated construction costs total \$4,000,000 in year two, City A would be required to deposit \$400,000 before the first anniversary of the bond date, with the final \$300,000 being deposited at the beginning of year three of construction.

(2). **PRE-PAYMENT BY AGENCY.** By depositing funds equivalent to that agency's next fiscal year's debt, with the County 30 days or more prior to the Bond Date, an Agency may elect to pre-fund debt service annually, in order to avoid the deduction from property taxes on deposit with the County Treasurer. Should any pre-paying agency fail to pay its requisite debt service 30 calendar days or more before the bond date, the County will withhold that Agency's annual debt service requirement from the next property taxes collected. Interest earned on those deposits will accrue to the benefit of the project, not the individual agency.

(3). **STANDARD TAX DEDUCTION PAYMENT.** Execution of this agreement authorizes the County to collect semi-annual debt service payments from property taxes. If an agency does not pre-pay its annual self-funding or debt service requirement as provided in paragraph 2 above, the County shall withhold the semi-annual debt service payments from property taxes collected through execution of this NGEN Financing Agreement or a subsequent JPA. In December and April, after property taxes are collected, but before distribution to the various agencies, the County will deduct the agency's next debt service payment before distribution. Agencies will be given debt amortization schedules outlining the exact principal and interest amounts throughout the term of the bond. No fees will be charged by the County for administrative services relating thereto.

(4). **PAYMENT BY NON-PROPERTY TAX COUNTY AGENCIES**

The following agencies do not receive property taxes from which its funding obligations can be withheld: CSUMB, Spreckles Volunteer Fire Company, Big Sur Volunteer Fire Brigade, and Monterey Peninsula Airport District.

These Agencies may elect to participate in the pooled financing or self-fund their share of core infrastructure cost. In either case, each Agency shall pre-fund its debt service annually, on or before the bond date.

Delinquency: If a non-property tax Agency does not pay its annual funding payment as set forth above, on or before the due date, the amount unpaid shall be deemed delinquent. A delinquency fee in the amount of five percent (5%) of the delinquent amount shall be added to the amount owed and charged to the Agency. The delinquency fee shall be applied to the amount owed (including any previously added delinquency fee) every (30) days until such time as the bill is paid in full.

6. New participants

- A. Agencies not party to this Agreement on the date of its first execution may join the NGEN project and system, subject to the approval of the ECUAC and on such terms as set by the ECUAC.
- B. Agencies joining this Agreement subsequent to its initial formation may not participate in the joint financing (paragraph 4 A) unless initial participation in the financing was 100% of all signatory agencies at the time of first execution of this agreement. Where applicable, new amortization schedules will be calculated for all financing participants based on the addition of a new agency which will participate in financing.
- C. Provided there is 100% participation in the financing structure, an agency joining this NGEN Financing Agreement will be required to pay its pro-rata share of capital and core infrastructure costs, as determined by the ECUAC and currently set forth in Exhibit A, as may be updated periodically. Those agencies will be required to reimburse the parties participating in the NGEN Financing Agreement for its pro-rata share of already expended costs, its' attributable principal costs from date of joining to the next payment date, and the following twelve months estimated expenditures, with those funds being used to rebate costs to original participants. It is the intent of the Parties that a new participant's buy-in fees during the initial construction period will be used to proportionally lower existing Parties next annual debt payment. After completion of system build, buy-in fees shall be used to pay down existing Parties' annual maintenance fees. In addition, subsequent participants will be required to pay all costs assessed by the ECUAC.
- E. If all original Parties to this Agreement choose to participate in the financing, making the Project 100% financed a new Agency may choose to join the financing pool. Upon the addition of a new participant who so chooses, the County Debt manager shall, using the original formula, re-allocate the Core infrastructure costs to include the new participant in existing financing. Upon

such re-allocation, the debt of all other participants shall be proportionately adjusted, consistent with Exhibit A.

7. Ownership of Equipment

- A. Except as provided below in Section 7.B, at the end of the debt service period, the County will, on behalf of all participating agencies, own the Core equipment and infrastructure. If a successor governing body is created by a new agreement among the Parties, Monterey County shall pass title to same at no cost to the Parties except necessary and actual out of pocket costs related to the transfer, subject to review by ECUAC.
- B. Ownership of shared infrastructure equipment purchased with Salinas 2007 COPS Technology Grant is subject to the conditions set forth in the City of Salinas MOU, attached hereto as Exhibit C.

8. Duties to be Performed by the County of Monterey As Administrator

The County shall exercise all powers and conduct all other duties and obligations permitted or required to be performed by local agencies under this Agreement for the operation, administration and maintenance of the NGEN System.

Annually, Monterey County shall cause to be performed a special district audit and a State Controller's report. The fees and costs associated with these documents shall be shared by the parties in the proportion represented in Exhibit A.

9. Dispute Resolution

If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties by the following procedure. Each party to this agreement shall nominate one proposed mediator by name. If a majority of parties nominate the same mediator, that mediator shall be used. If no majority is determined by the nominations, the mediator shall be selected by lot from among nominations provided by each party.

All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. ECUAC shall develop policies regarding the procedures to be used for mediation.

10. Amendments/Withdrawals

This Agreement may be amended at any time by signatures of three-fourths of the parties. Should a signatory agency wish to withdraw from this agreement, said agency shall give not fewer than 24 months' written notice to all parties hereto. Said

withdrawing agency shall be required to pay in full any residuals amounts due from it under this agreement.

11. Indemnification

Each party hereto shall indemnify, defend, and hold harmless the others, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by said indemnifying party, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the indemnifying agency. Each shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the indemnifier is obligated to indemnify, defend and hold the other harmless under this Agreement.

12. Interpretation of Agreement

Nothing in this Agreement shall be construed to hold any Party liable to any other Party, or any person not a party hereto, for the design, construction, installation, inspection, operation, maintenance and/or repair of any of the NGEN system or equipment. This Agreement is designed to implement the financing of shared equipment and is not an agreement as defined in Government Code Section 895.

13. Severability

If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the portions of this Chapter not held to be unconstitutional or invalid.

14. Participation

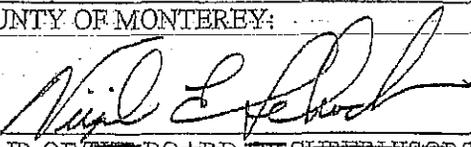
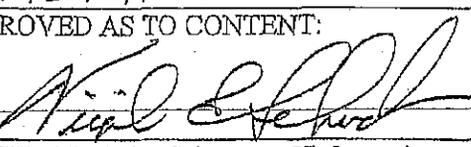
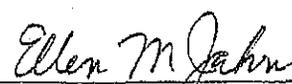
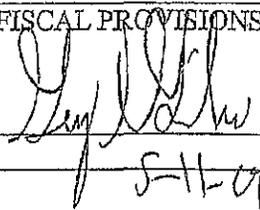
Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the agreement will remain valid for those agencies which execute the agreement.

15. Signatures

This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

County Signature Page:

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

COUNTY OF MONTEREY:	
By:  CHIEF OF THE BOARD OF SUPERVISORS DIRECTOR OF INFORMATION TECHNOLOGY	
Date: 12 MAY 09	
APPROVED AS TO CONTENT:	
By:  VIRGIL SCHWAB, Director of Information Technology	
Date: 12 MAY 09	
APPROVED AS TO FORM:	
 Ellen M. Jahn, Deputy County Counsel	
Date: 5-7-09	
APPROVED AS TO FISCAL PROVISIONS:	
By:  Auditor-Controller	
Date: 5-11-09	
APPROVED AS TO LIABILITY PROVISIONS:	
By: _____ Risk Management	
Date: _____	
Notices shall be sent to:	With a Copy that shall not constitute notice:
Mike Derr Contracts Purchasing Officer 168 W. Alisal Salinas, CA 93901 (831)755-4992 (831)755-4969 derrm@co.monterey.ca.us	Virgil Schwab Director of Information Technology 1590 Moffett Salinas, CA 93905 (831)759-6923 (831)759-6910 schwabv@co.monterey.ca.us

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Carmel-by-the-Sea have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial <i>Rij</i>	

CITY OF CARMEL-BY-THE-SEA:

By: Richard Gullen
Printed Name: Richard Gullen
Title: City Administrator
Date: 4/23/09

APPROVED AS TO FORM:

By: Donald M Freeman
Printed Name: DONALD M FREEMAN
Title: City Attorney
Date: 4/28/09

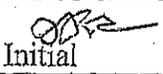
NOTICES

Notices for City of Carmel-by-the-Sea shall be sent to

Name: GEORGE E. RAWSON
Title: DIRECTOR OF PUBLIC SAFETY
Address: PO Box 600
City, State, Zip: CARMEL, CA 93921
Phone: (831) 624-6403
Fax: (831) 624-4296
e-mail: GRAWSON@CI.CARMEL.CA.US

Signature page – Participating Agencies:

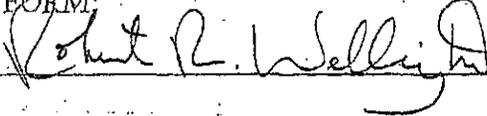
IN WITNESS WHEREOF, the COUNTY and the City of Del Rey Oaks have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing		

CITY OF DEL REY OAKS:

By: 
Printed Name: JOSEPH P. RUSSELL
Title: MAYOR
Date: MARCH 24, 2009

APPROVED AS TO FORM:

By: 
Printed Name: ROBERT WELLINGTON
Title: City Attorney
Date: MARCH 24, 2009

NOTICES

Notices for City of Del Rey Oaks shall be sent to

Name: KIM CARVALHO
Title: DEPUTY CITY CLERK
Address: 650 CANYON DEL REY RD
City, State, Zip: DEL REY OAKS, CA 93940
Phone: 831-394-8511
Fax: 831-394-6421
e-mail: DRO@REDSHIFT.COM

Attachment 2

Signature page – Participating Agencies:

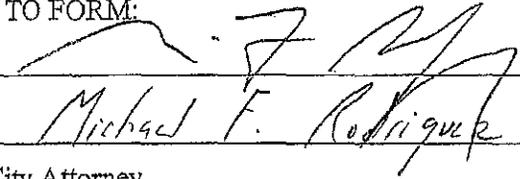
IN WITNESS WHEREOF, the COUNTY and the City of Gonzales have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	

CITY OF GONZALES:

By: 
Printed Name: René L. Mendez
Title: City Manager
Date: 6-15-09

APPROVED AS TO FORM:

By: 
Printed Name: Michael F. Rodriguez
Title: City Attorney
Date: June 15-09

NOTICES

Notices for City of Gonzales shall be sent to

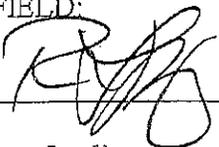
Name: Harold Wolgamott
Title: Emergency Services Director
Address: P.O. Box 1047
City, State, Zip: Gonzales CA 93926
Phone: (831) 675-5000
Fax: (831) 675-2644
e-mail: hwolgamott@ci.gonzales.ca.us

Signature page – Participating Agencies:

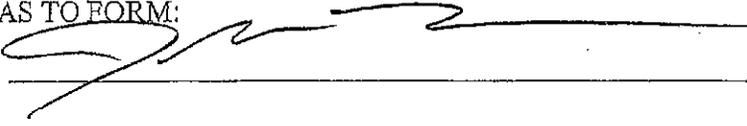
IN WITNESS WHEREOF, the COUNTY and the City of Greenfield have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	RW

CITY OF GREENFIELD:

By: 
Printed
Name: Roger L. Wong
Title: City Manager
Date: 4/7/09

APPROVED AS TO FORM:

By: 
Printed
Name: John Bakker
Title: City Attorney
Date: 4/3/09

NOTICES

Notices for City of Greenfield shall be sent to

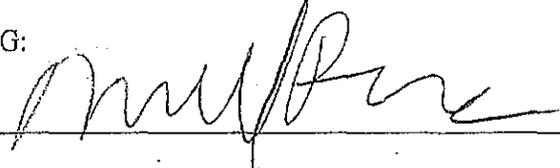
Name: Roger L. Wong
Title: City Manager
Address: P.O. Box 127 / 45 El Camino Real
City, State, Zip: Greenfield, CA 93927
Phone: (831) 674 - 5591
Fax: (831) 674- 3149
e-mail: rwong@ci.greenfield.ca.us

Signature page – Participating Agencies:

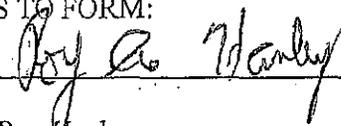
IN WITNESS WHEREOF, the COUNTY and the City of King have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial <u>MP</u>

CITY OF KING:

By: 
Printed Name: Michael Powers
Title: City Manager
Date: March 11, 2009

APPROVED AS TO FORM:

By: 
Printed Name: Roy Hanley
Title: Attorney
Date: March 10, 2009

NOTICES

Notices for City of King shall be sent to

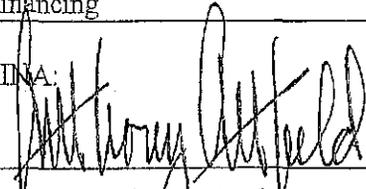
Name: Michael Powers
Title: City Manager
Address: 212 S. Vanderhurst Ave.
City, State, Zip: King City, CA. 93930
Phone: 831-386-5925
Fax: 831-386-5935
e-mail: mpowers@kingcity.com

Signature page – Participating Agencies:

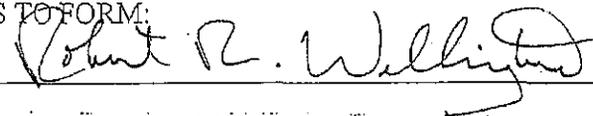
IN WITNESS WHEREOF, the COUNTY and the City of Marina have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	

CITY OF MARINA:

By: 
Printed Name: ANTHONY ALTFELD
Title: CITY MANAGER
Date: 04.03.09

APPROVED AS TO FORM:

By: 
Printed Name: Robert R. Wellington
Title: City Attorney
Date: March 31, 2009

NOTICES

Notices for City of Marina shall be sent to

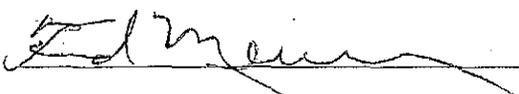
Name: Anthony Altfeld
Title: City manager
Address: 211 Hillcrest Ave
City, State, Zip: Marina, CA 93933
Phone: 831-884-1278
Fax: 831-384-9148
e-mail: aaltfeld@ci.marina.ca.us

Signature page – Participating Agencies:

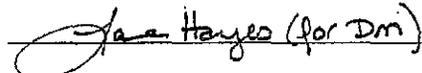
IN WITNESS WHEREOF, the COUNTY and the City of Monterey have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	<u>YES</u>	Initial <u>FM</u>

CITY OF MONTEREY:

By: 
Printed
Name: Fred Meurer
Title: City Manager
Date: _____

APPROVED AS TO FORM:

By: 
Printed
Name: Deborah Mall
Title: City Attorney
Date: 3/25/09

NOTICES

Notices for City of Monterey shall be sent to

Name: Fred Meurer
Title: City Manager
Address: City Hall
City, State, Zip: Monterey, CA 93940
Phone: 831.646.3760
Fax: 831.646.3793
e-mail: meurer@ci.monterey.ca.us

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Pacific Grove have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	<i>CLW</i>

CITY OF PACIFIC GROVE:

By:
Printed
Name:

Charlene L. Wiseman

Charlene L. Wiseman

Title:

Interim City Manager

Date:

4-20-09

APPROVED AS TO FORM:

By:
Printed
Name:

David C. Laredo

David C. Laredo

Title:

City Attorney

Date:

NOTICES

Notices for City of Pacific Grove shall be sent to

Name:

James L. Becklenberg

Title:

Director of Management & Budget

Address:

300 Forest Avenue

City, State,

Zip:

Pacific Grove, CA 93950

Phone:

831-648-3170

Fax:

831-375-9863

e-mail:

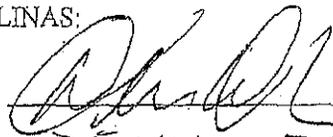
jbecklenberg@ci.pg.ca.us

Signature page – Participating Agencies:

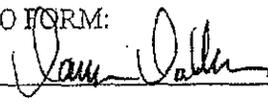
IN WITNESS WHEREOF, the COUNTY and the City of Salinas have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial <i>AK</i>	<i>3/24/09</i>

CITY OF SALINAS:

By: 
Printed Name: DENNIS DONOHUE
Title: MAYOR
Date: 3/24/09

APPROVED AS TO FORM:

By: 
Printed Name: VANESSA VALVERDE
Title: City Attorney
Date: 3/24/09

NOTICES

Notices for City of Salinas shall be sent to

Name: _____
Title: Louis Fetherolf
Address: Police Chief
200 Lincoln Ave., Salinas, CA 93901
City, State, Zip: _____
Phone: _____
Fax: _____
e-mail: _____

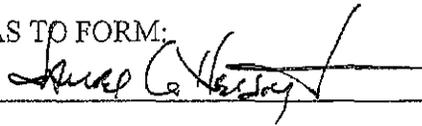
Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Sand City have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	<i>SM</i>

CITY OF SAND CITY:

By: 
Printed
Name: Steve Matarazzo
Title: City Administrator
Date: April 21, 2009

APPROVED AS TO FORM:
By: 
Printed
Name: James Heisinger
Title: City Attorney
Date: April 21, 2009

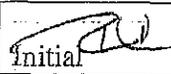
NOTICES

Notices for City of Sand City shall be sent to

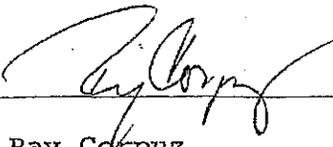
Name: Steve Matarazzo
Title: City Administrator
Address: # 1 Sylvan Park
City, State, Zip: Sand City, CA. 93955
Phone: 831-394-3054
Fax: 831-394-2472
e-mail: steve@sandcity.org

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Seaside have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial 	

CITY OF SEASIDE:

By: 
Printed Name: Ray Corpuz
Title: City Manager
Date: June 15, 2009

APPROVED AS TO FORM:

By: 
Printed Name: Donald G. Freeman
Title: City Attorney
Date: June 16, 2009

NOTICES

Notices for City of Seaside shall be sent to

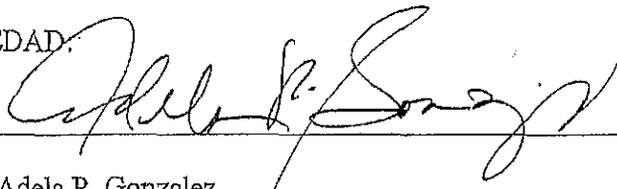
Name: Ray Copruz and Jill Anderson
Title: City Manager and Assistant City Manager
Address: 440 Harcourt Avenue
City, State, Zip: Seaside, CA 93955
Phone: (831) 899-6701 (831) 899-6704
Fax: (831) 899-6227 (831) 899-6201
e-mail: Rcorpuz@ci.seaside.ca.us Janderson@ci.seaside.ca.us

Signature page – Participating Agencies:

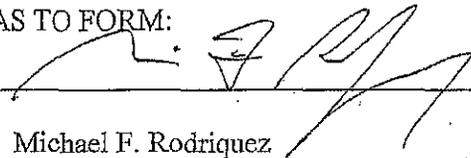
IN WITNESS WHEREOF, the COUNTY and the City of Soledad have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	ag

CITY OF SOLEDAD.

By: 
Printed
Name: Adela P. Gonzalez
Title: City Manager
Date: March 23, 2009

APPROVED AS TO FORM:

By: 
Printed
Name: Michael F. Rodriguez
Title: City Attorney
Date: March 31, 2009

NOTICES

Notices for City of Soledad shall be sent to

Name: Adela P. Gonzalez
Title: City Manager
Address: 248 Main Street
City, State, Zip: Soledad, Ca. 93960
Phone: 831.223.5016
Fax: 831.223.5091
e-mail: adelag@cityofsoledad.com

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the California State University Monterey Bay have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial FHT 3/5/09

CALIFORNIA STATE UNIVERSITY MONTEREY BAY:

By: *Fred Hardee*
Printed Name: FRED HARDEE
Title: POLICE CHIEF
Date: 3/5/09

APPROVED AS TO FORM:

By: *N/A*
Printed Name: _____
Title: Attorney
Date: _____

NOTICES

Notices for California State University Monterey Bay shall be sent to

Name: FRED HARDEE
Title: POLICE CHIEF
Address: 100 CAMPUS CENTER #82F
City, State, Zip: SEASIDE, CA. 93955
Phone: 831. 582. 3360
Fax: 831. 582. 3384
e-mail: Fred_Hardee@csumb.edu

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Big Sur Volunteer Fire Brigade have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial

BIG SUR VOLUNTEER FIRE BRIGADE:

By: *Frank L. Dinnery III*
 Printed Name: FRANK L. DINNERY III
 Title: CHIEF
 Date: 4/22/09

APPROVED AS TO FORM:

By: N/A
 Printed Name: _____
 Title: Attorney
 Date: _____

NOTICES

Notices for Big Sur Volunteer Fire Brigade shall be sent to

Name: _____
 Title: MARTHA KARSTENS
 Address: CHIEF
P.O. BOX 520
 City, State, Zip: BIG SUR CA 93920
 Phone: 831-667-2113
 Fax: 831-667-0299
 e-mail: BIGSURFIRE@CSA.COM

Signature page - Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Greenfield Fire Protection District have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	<i>BM</i>

GREENFIELD FIRE PROTECTION DISTRICT:

By: *[Signature]*
 Printed Name: ROY MORRIS
 Title: DIRECTOR
 Date: 25 FEB 2009

APPROVED AS TO FORM:

By: _____
 Printed Name: _____
 Title: Attorney
 Date: _____

NOTICES

Notices for Greenfield Fire Protection District shall be sent to

Name: ROY MORRIS
 Title: DIRECTOR
 Address: P.O. Box 3110
 City, State, Zip: GREENFIELD, CA. 93927
 Phone: 674-5484
 Fax: 674-5895
 e-mail: _____

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the North County Fire Protection District have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial <u>CWO</u>

NORTH COUNTY FIRE PROTECTION DISTRICT:

By:  *on behalf of the Board & Board chair*
Printed Name: CHRIS W. ORMAN
Title: FIRE CHIEF
Date: 4/14/09

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: Attorney
Date: _____

NOTICES

Notices for North County Fire Protection District shall be sent to

Name: CHRIS W. ORMAN
Title: FIRE CHIEF
Address: 11200 Speegle street
City, State, Zip: Castroville, Ca 95012
Phone: 831-633-2578
Fax: 831-633-2575
e-mail: C5200@NCFPD.ORG

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Salinas Rural Fire Protection District have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial <i>MUR</i>

SALINAS RURAL FIRE PROTECTION DISTRICT:

By: *M. Urguides*
Printed
Name: Michael Urguides
Title: Fire Chief
Date: 4/3/09

APPROVED AS TO FORM:

By: N/A
Printed
Name: _____
Title: Attorney
Date: _____

NOTICES

Notices for Salinas Rural Fire Protection District shall be sent to

Name: Michael Urguides
Title: Fire Chief
Address: 19900 Portola Ave
City, State, Zip: Salinas CA
Phone: 831-455-1828
Fax: 831-455-0646
e-mail: MUrguides@SalinasRuralFire.com

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Spreckels Volunteer Fire Company have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial ACF

SPRECKELS VOLUNTEER FIRE COMPANY:

By: Rich Foster
Printed Name: Rich Foster
Title: Fire Chief
Date: 3-19-09

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: Attorney
Date: _____

NOTICES

Notices for Spreckels Volunteer Fire Company shall be sent to

Name: Rich Foster
Title: Fire Chief
Address: P.O. Box 7247
City, State, Zip: Spreckels, Ca 93962
Phone: 831-223-5103
Fax: 831-678-3295
e-mail: rfoster@cityofsoledad.com

Estimated NGEN Infrastructure Costs by Agency per Fiscal Year

Infrastructure Total (Does Not include Subscriber Radios):	Agency	# Radios	Percentage	FY 09 / 10	FY 10 / 11	FY 11 / 12 thru 2027
				Soft Cost Expenses	Soft Cost Expenses	15 Year Vendor Infrastructure Financing Only
				\$500,000.00	\$500,000.00	\$1,000,000.00
	County of Monterey	1364	39.342%	\$196,711.85	\$196,711.85	\$441,588.10
	City of Carmel by the Sea	71	2.048%	\$10,239.40	\$10,239.40	\$22,985.89
	City of Del Rey Oaks	31	0.894%	\$4,470.72	\$4,470.72	\$10,036.09
	City of Gonzales	63	1.817%	\$9,085.66	\$9,085.66	\$20,395.93
	City of Greenfield	63	1.817%	\$9,085.66	\$9,085.66	\$20,395.93
	City of King City	67	1.933%	\$9,662.53	\$9,662.53	\$21,690.91
	City of Marina	123	3.548%	\$17,738.68	\$17,738.68	\$39,820.63
	City of Monterey	341	9.836%	\$49,177.96	\$49,177.96	\$110,397.02
	City of Pacific Grove	141	4.067%	\$20,334.58	\$20,334.58	\$45,648.04
	City of Salinas	531	15.316%	\$76,579.18	\$76,579.18	\$171,908.58
	City of Sand City	27	0.779%	\$3,893.86	\$3,893.86	\$8,741.11
	City of Seaside	202	5.828%	\$29,131.81	\$29,131.81	\$65,396.48
	City of Soledad	68	1.961%	\$9,806.75	\$9,806.75	\$22,014.66
	CSU Monterey Bay	24	0.692%	\$3,461.21	\$3,461.21	\$7,769.88
	Monterey Airport	31	0.894%	\$4,470.72	\$4,470.72	\$10,036.09
	Big Sur Volunteer Fire	33	0.952%	\$4,759.16	\$4,759.16	\$10,683.58
	Carmel Valley Fire	84	2.423%	\$12,114.22	\$12,114.22	\$27,194.57
	Greenfield Fire Protection District	24	0.692%	\$3,461.21	\$3,461.21	\$7,769.88
	North County Fire District	80	2.307%	\$11,537.35	\$11,537.35	\$25,899.60
	Salinas Rural Fire	58	1.673%	\$8,364.58	\$8,364.58	\$18,777.21
	Spreckels Volunteer Fire	12	0.346%	\$1,730.60	\$1,730.60	\$3,884.94
	EMS	29	0.836%	\$4,182.29	\$4,182.29	\$9,386.60
		3467	100.000%	\$500,000.00	\$500,000.00	\$1,122,423.70

Cost allocations will change if different assumptions are used, as inventories are updated, and if different agencies elect to or not to participate.

The following assumptions were used in the allocation calculations:

- 1 Assumes that the number of radios will be the basis for any cost sharing formula
- 2 Assumes that the number of radios is accurate as of the time of the signing of the cost sharing agreement for the Functional Design Specification
- 3 Assumes that all agencies will participate.
- 4 Assumes pay as you go during first two years for soft costs
Assumes maximum finance rate of 6% and maximum amount financed of
- 5 \$11,000,000

Important Note: Radio counts, which are the basis of the cost sharing percentage for each Agency, will change during the course of this project and cost share will, therefore, also change. Total project costs are capped at \$1 million for soft costs and \$11 million for shared infrastructure, but each agency's annual share payment may vary as device counts change. Section 1 of the Agreement Terms specifies that the Emergency Communications Users Advisory Council (ECUAC) shall serve as the governing body for this project unless or until a new entity is created by separate agreement. Agreement Sections 2.A., 2.C., 2.E., 4.A., 6.A., 6.C., 7.A., and 9 contain references to duties and responsibilities of ECUAC as the governing body, providing oversight of the design, procurement and installation of the system and the ongoing operation and maintenance of the system after acceptance. ECUAC will likewise establish policies and procedures for how and when such changes will be computed and become effective.

This Exhibit Revised as to radio count and cost per Agency February 6, 2009 by the NGEN Finance Committee.

AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT
RE NEXT GENERATION RADIO SYSTEM JOINT
GOVERNANCE AND FINANCING

WHEREAS, federal law requires equipment changes and mandates standards used in public safety communications and emergency 9-1-1 dispatch systems (the Next Generation Radio System or NGEN system); and

WHEREAS, the County of Monterey (County) and various city, state and district government entities located in Monterey County entered into an agreement (the MOA) on May 12, 2009, to provide for the governance and financing of the NGEN system; and

WHEREAS, the various city and district government entities party to the MOA are presently identified as follows (collectively, the participating NGEN agencies):

City of Carmel-by-the-Sea
City of Del Rey Oaks
City of Gonzales
City of Greenfield
City of King
City of Marina
City of Monterey
City of Pacific Grove
City of Salinas
City of Sand City
City of Seaside
City of Soledad
California State University Monterey Bay
Monterey Peninsula Airport District
Big Sur Volunteer Fire Brigade
Carmel Valley Fire Protection District
Greenfield Fire Protection District
North County Fire Protection District
Monterey Regional Fire District [formerly Salinas Rural Fire Protection District]

WHEREAS, the MOA provides that the shared infrastructure of the NGEN system is to be maintained by Monterey County in accordance with approved policies and maintenance agreements between the Emergency Communications Users Advisory Council (ECUAC); and

WHEREAS, paragraph 10 of the MOA provides for amendment of its terms upon signatures of three-fourths of the participating NGEN agencies; and

WHEREAS, the County and the participating NGEN agencies wish to amend the MOA in order to specify the obligations of the County and to specify the obligations of the

participating NGEN agencies regarding the operation and maintenance of the NGEN system;

NOW, THEREFORE, County and the participating NGEN agencies agree as follows:

1. The following language is added to paragraph 2.A of the MOA:

“The County will maintain and operate the shared infrastructure of the NGEN system in accordance with the terms of the Operations & Maintenance Agreement (O & M Agreement), attached hereto as Exhibit D.

In order to facilitate operation and maintenance of the NGEN system, County and the participating NGEN agencies agree that the Emergency Communications Users Advisory Council (ECUAC) provided for by paragraph 1 of the MOA, on behalf of the participating NGEN agencies, shall have the following authority and shall perform these specified actions:

The ECUAC shall have authority to bind participating NGEN agencies to the annual adjustment of operations and maintenance costs provided for in Appendix 2 to the O & M Agreement; and

The ECUAC shall provide notice to the participating NGEN agencies of its annual review of the O & M Agreement within thirty (30) days of conducting that review, provided, however, that any failure by ECUAC to provide this notice shall not relieve any participating NGEN agency of its contractual obligation to pay its proportional share of costs, as provided by the O & M Agreement, nor shall failure by the ECUAC to provide this notice affect its authority to contractually bind participating NGEN agencies to the annual adjustment of costs provided for in Exhibit B to the O & M Agreement.

County and the participating NGEN agencies further agree that ECUAC authority and obligations set forth in this Amendment No. 1 to the MOA shall pass, without need for further amendment, to such other NGEN governing body which may succeed or replace or operate in *the stead of the ECUAC.*”

2. A copy of this Amendment No.1 shall be attached to the original MOA, dated May 12, 2009.
3. This Amendment No. 1 to the MOA may be executed in any number of copies by the participating NGEN agencies to the MOA on separate counterparts.
4. The terms of this Amendment No. 1 and Exhibit D hereto will become effective upon (a) signature of three quarters (3/4's) of the participating NGEN agencies, as provided by Paragraph 10 of the MOA, and (b) upon approval by the Board of Supervisors of Monterey County.
5. Each of the signatories to this Amendment No. 1 warrants that he/she is authorized to execute this Amendment No. 1 on behalf of the entity that he/she represents and is empowered to bind the entity he/she represents.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Approved as to form:

By: _____
 Director, Information Technology
 Department

By: _____
 Deputy County Counsel

Dated: _____

Dated: _____

NGEN Participating Agencies

Each agency listed below accepts and agrees to Amendment No. 1 to the Memorandum of Agreement re: Next Generation Radio System Joint Governance and Financing. Each individual signing below is authorized to bind the agency to the terms of Amendment No. 1 to the Memorandum of Agreement re: Next Generation Radio System Joint Governance and Financing.

<p>CITY OF CARMEL-BY-THE-SEA</p> <p>By: _____ Title: _____ Date: _____</p>	<p>CITY OF SEASIDE</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF DEL REY OAKS</p> <p>By: _____ Title: _____ Date: _____</p>	<p>CITY OF SOLEDAD</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF GONZALES</p> <p>By: _____ Title: _____ Date: _____</p>	<p>CALIFORNIA STATE UNIVERSITY MONTEREY BAY</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF GREENFIELD</p> <p>By: _____ Title: _____ Date: _____</p>	<p>MONTEREY PENINSULA AIRPORT DISTRICT</p> <p>By: _____ Title: _____ Date: _____</p>

<p>CITY OF KING</p> <p>By: _____ Title: _____ Date: _____</p>	<p>BIG SUR VOLUNTEER FIRE BRIGADE</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF MARINA</p> <p>By: _____ Title: _____ Date: _____</p>	<p>CARMEL VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF MONTEREY</p> <p>By: _____ Title: _____ Date: _____</p>	<p>GREENFIELD FIRE PROTECTION DISTRICT</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF PACIFIC GROVE</p> <p>By: _____ Title: _____ Date: _____</p>	<p>NORTH COUNTY FIRE PROTECTION DISTRICT</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF SALINAS</p> <p>By: _____ Title: _____ Date: _____</p>	<p>MONTEREY REGIONAL FIRE DISTRICT (Formerly Salinas Rural Fire Protection District)</p> <p>By: _____ Title: _____ Date: _____</p>
<p>CITY OF SAND CITY</p> <p>By: _____ Title: _____ Date: _____</p>	

MEMORANDUM OF AGREEMENT

NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE AND FINANCING

Operations & Maintenance Agreement (Exhibit D)

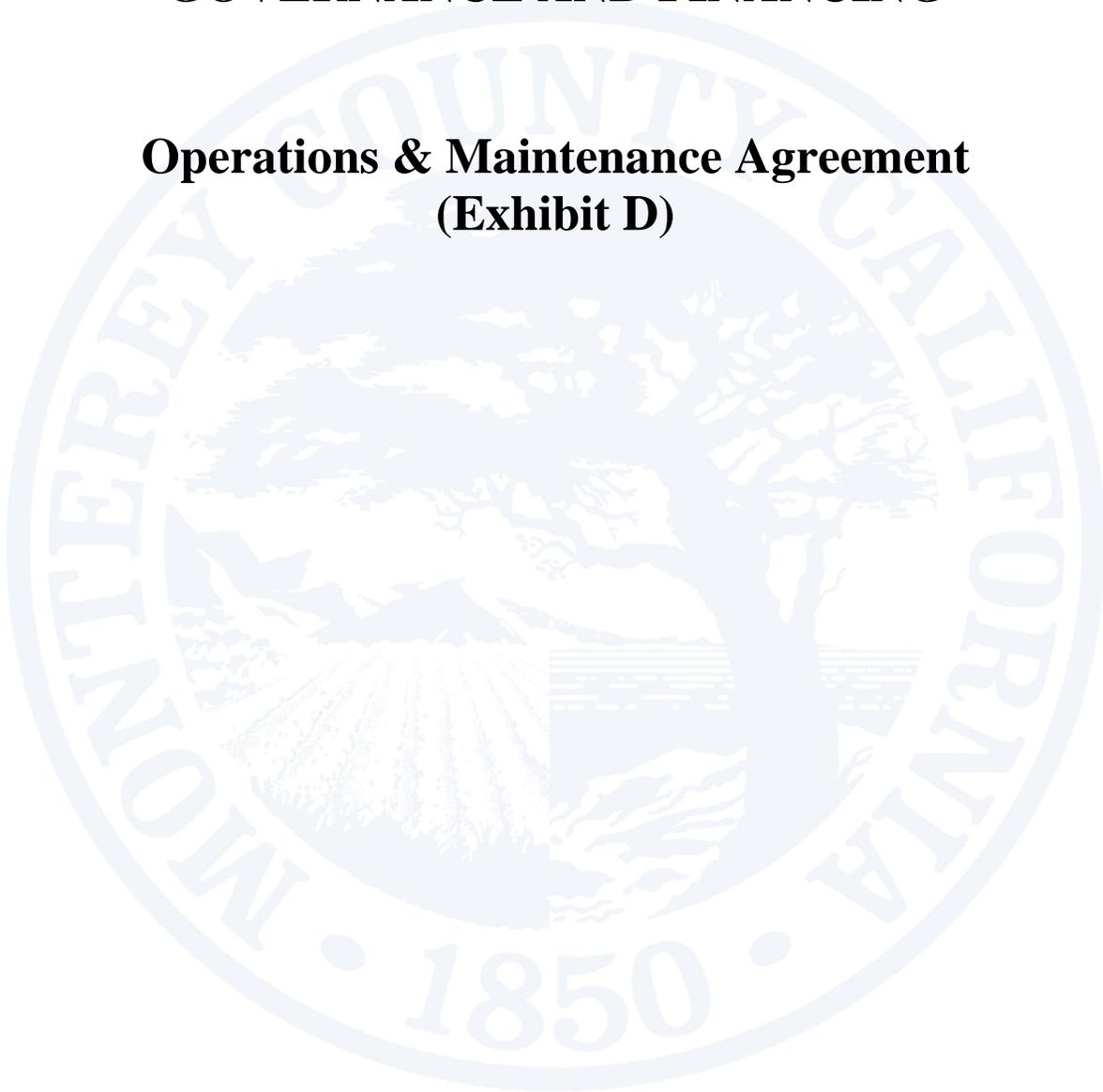
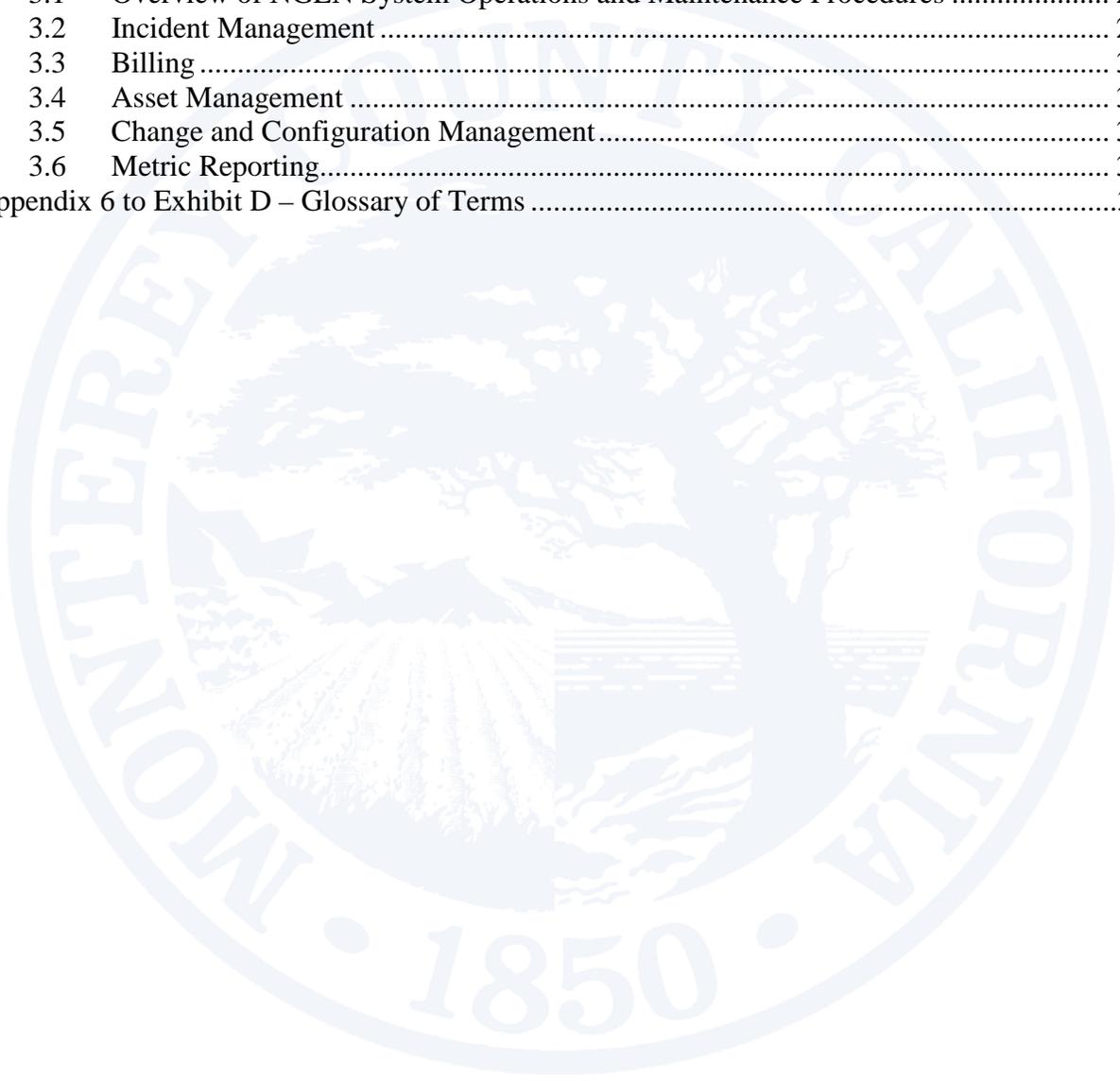


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NEXT GENERATION RADIO SYSTEM OPERATION AND MAINTENANCE

THIS OPERATIONS & MAINTENANCE AGREEMENT (“O & M Agreement”) is entered into by and between the County of Monterey and the cities and government districts (participating NGEN agencies) that are party to the Memorandum of Agreement re Next Generation Radio System Joint Governance and Financing (MOA).

The purpose of this O & M Agreement is to set forth all parties’ obligations in connection with operation and maintenance of the NGEN System.

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1 Appendices

The following appendices are attached hereto and incorporated by reference herein:

- A. Appendix 1 to Exhibit D - Scope of Work
- B. Appendix 2 to Exhibit D - Rate Schedule and Cost
- C. Appendix 3 to Exhibit D - NGEN System Sites
- D. Appendix 4 to Exhibit D - Phases of Operations & Maintenance
- E. Appendix 5 to Exhibit D - Operations and Maintenance Procedures Implementation
- F. Appendix 6 to Exhibit D - Glossary of Terms

2 Services

Specific details of the services to be provided by the County of Monterey, through its Information Technology Department (ITD), are set forth in the Scope of Work, attached as “Appendix 1 to Exhibit D.” Rate Schedule and Cost for the services to be provided by ITD are set forth herein and in Appendix 2 to Exhibit D.

3 Payments

ITD shall invoice the Monterey County Emergency Communications Department (ECD) for NGEN operations and maintenance services provided to participating NGEN agencies on a monthly basis throughout the County fiscal year. ECD in turn, shall bill the participating NGEN agencies on the same schedule and with the same advance notice as ECD provides when it bills the NGEN agencies for other, non-NGEN services. Any adjustments in the invoice cost will be based on a mutually agreed-upon increase or decrease in the actual cost of providing services or upon adjustments made to the NGEN system. ITD will provide quarterly expenditure reports to ECD, for ECD’s transmittal to the participating NGEN agencies, within 30 days after the close of each quarter.

4 Term

The initial term of this Agreement shall commence on July 1, 2016 and shall extend through, and including, June 30, 2019.

5 Notices

All notices under this AGREEMENT shall be in writing and shall be deemed to have been duly given upon being delivered personally, by email, or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative for who notice was provided pursuant to this section.

In the case of Monterey County, to both:

Monterey County Information Technology Department
Dianah Neff, Director
1590 Moffett Street
Salinas, CA 93905

and

Monterey County Emergency Communication Department
William E. Harry, Director
1322 Natividad Road
Salinas, CA 93906

In the case of the participating NGEN Agencies to:
Chair, Emergency Communications Users Advisory Committee
C/o Monterey County Emergency Communication Department
1322 Natividad Road
Salinas, CA 93906

6 The Emergency Communications Users Advisory Council

All references to the Emergency Communications Users Advisory Council (ECUAC), provided for by Paragraph 1 of the MOA, shall include such other bodies which may succeed or replace the ECUAC. All obligations and authority invested in the ECUAC by this O & M Agreement and by the MOA shall pass without need for further amendment or execution of additional documents to such other bodies which may succeed or replace the ECUAC.

APPENDIX 1 TO EXHIBIT D – SCOPE OF WORK

1. Introduction

Monterey County operates a consolidated, integrated public safety dispatch center, operated and managed by the Monterey County Emergency Communication Department in Salinas, which supports approximately 40 public safety agencies. The Next Generation Radio System project is a collaborative effort involving 28 public agencies within the County, including all of its incorporated cities and a number of special districts. The Next Generation Radio System hereinafter called "NGEN System," replaces the existing public safety and local government voice and data radio networks. The completed NGEN System will provide enhanced coverage and reliable and secure interoperable communications for all user agencies within the County. The NGEN System will be operated and maintained by Monterey County, through its Information Technology Department (ITD), for the benefit of the agency users receiving NGEN System public safety radio dispatch and associated services.

This Scope of Work outlines the operations and maintenance ("O&M") services required for the NGEN System during interim and sustained periods. It defines the roles and responsibilities for the administration and maintenance of the NGEN System. The Scope of Work will govern the maintenance of system equipment, as defined within, to the level of performance indicated, effective July 1, 2016. This Scope of Work applies to ITD and any vendors or sub-contractors engaged to fulfill the requirements defined within.

The services detailed in this Scope of Work are provided by the ITD NGEN Support team in support of the NGEN System. Execution of the services will be by qualified personnel who have original equipment manufacturer (OEM) technical training and the necessary equipment to deliver required system infrastructure services.

2. NGEN System Description

2.1 NGEN Digital System

A) VHF P25 trunked multi-sites will be at:

- Bryant Canyon
- Lewis Road Landfill
- King City Ag.

B) VHF P25 trunked simulcast sites will be at:

- 911 Center
- Marina Coast Water
- Laguna Seca
- Peñon Peak
- Pebble Beach Corporate Yard

C) 700 MHz P25 trunked multisite system will be at Williams Hill

D) 700 MHz P25 trunked simulcast sites will be at:

- La Mesa Housing
- 911 Center
- Mount Toro (Upper)

2.2 NGEN Analog Overlay System

This system, operated and maintained by Monterey County ITD, uses conventional VHF radio technology and provides fire and law enforcement agencies with extended communications for the purposes of voice paging, greater countywide coverage, and interoperability. The system is also referred to as the “Analog Overlay” system.

3. Service Level Requirements

3.1 Work Hours

Normal service hours are 8:00 A.M. to 5:00 P.M. Pacific Standard Time, Monday through Friday, excluding County holidays. Work performed outside of normal working hours shall be defined as emergency services.

3.2 Service Response Requirements

In the event of NGEN System malfunctions, ITD shall respond to calls for service based on the urgency and impact of the loss of service. Priority categories are based upon the outage / incident’s impact (high, medium, or low) and the outage/incident’s urgency (high, medium, or low). Response times and notification procedures for each Priority category are listed below:

Priority 1 (Critical): System / Site "Down"

Defined as: Total loss of communications or functionality of at least one (1) fixed tower site, one (1) network switching center, or the failure of a complete dispatch center; or complete loss of a critical application or server that impacts the ability of an agency to function with no work around or alternative service available.

Response: 24x7. Initial technician call back: 30 minutes. Onsite response (if needed) within 2 hours

Notifications: ITD NGEN Support team, ITD Radio Manager, ITD Infrastructure Division Manager, and Monterey County Emergency Communications Center (“MCECC”) Shift Supervisor

Update: Hourly or as scheduled with Agency Contact

Priority 2 (High): System / Site "Impaired"

Defined as: Failed equipment that is continuously impacting site channel capacity or wide-area communications, but is otherwise available for voice communication at a degraded level.

Response: 24x7. Initial technician call back: 2 hours. Onsite response (if needed) within 4 hours

Notifications: ITD NGEN support team, ITD Radio Manager, and MCECC Shift Supervisor

Update: Hourly or as scheduled with Agency Contact

Priority 3 (Elevated): System / Site "Minor Impact"

Defined as: Intermittent system problems that have been identified and are being actively monitored; minor problems that do not affect day-to-day user operations; loss of non-critical application or service; partial loss of service to a location. Work around is feasible or loss of service for a short period of time is acceptable based on assessment by the user agency and the MCECC Shift Supervisor. ITD shall coordinate with the MCECC Shift Supervisor during normal business hours to determine operational requirements and schedule services as necessary.

Response: Prime hours, (Monday – Friday, 8:00 AM - 5:00 PM) within 8 hours;

Notifications: ITD NGEN support team, ITD Radio Manager, and MCECC Shift Supervisor

Update: Daily

Priority 4 (Standard): System / Site "Preventative Maintenance (PM)"

Defined as: Requests for routine maintenance service of the NGEN system and database updates. Scheduled preventative maintenance (PM) shall be coordinated by the ITD Radio Shop.

Response: Equipment will be inspected and repaired or sent to depot repair as required within 3 business days or receipt of equipment.

Notifications: ITD NGEN support team, ITD Radio Manager, and/or Emergency Communications Shift Supervisor as required.

Update: As required based on input from the affected user agency.

Priority 5 (Planning): System / Site "Upgrades"

Defined as: Requests for NGEN system upgrades which shall be planned, scheduled, and coordinated by the ITD Radio Shop and in coordination with the ECUAC.

Response: Coordinated and approved upgrades to the NGEN Systems shall be implemented to ensure optimization of the System functionality and operational features.

Notifications: ITD NGEN support team, ITD Radio Manager, and/or Emergency Communications Shift Supervisor as required.

Update: As required based on input from the affected user agency.

4. Description of Labor Only Maintenance Services

4.1 Overview

On an annual basis, an OEM certified ITD technician shall perform operational tests and alignments on the NGEN System equipment to optimize and ensure the equipment meets OEM specifications.

4.1.1 Systems Maintenance Services

ITD shall repair, maintain, and service all NGEN Systems at sites listed in Appendix 2 to Exhibit D, attached hereto, and per exclusions as defined in Section 6 herein.

ITD shall perform preventative maintenance inspections and tests as recommended by the OEM and required by applicable FCC regulations; as a minimum, these inspections and tests will be performed annually for NGEN Systems at sites listed in Appendix 3 to Exhibit D. ITD shall coordinate activities with the site owner and impacted agencies (as needed).

Management, administrative and engineering tasks are included in the scope of labor only maintenance services.

Restoration services or maintenance actions resulting from technician negligence or substandard maintenance practices are included in the scope of labor only maintenance services.

4.1.2 System Monitoring

ITD shall monitor the NGEN System on a 24x7x365 basis through system management capabilities including, but not limited to; microwave backhaul monitoring software, radio site monitoring (e.g. generator status, RF component status, power production, environmental status, etc.), and network status (utilization, link status, security, etc.)

4.1.3 Network-based Data Backup

ITD shall provide labor to operate and maintain the NGEN System network-based data backup solution. Backup tasks will be performed on an established schedule provided by ITD to the ECUAC, and will be retained in accordance with ITD data storage policy.

4.1.4 Software Maintenance

ITD will provide labor to install and test software upgrades, whether for corrective or NGEN system enhancement purposes.

4.1.5 NGEN System Equipment Depot Repair and Shipping

Administrative processing and shipping of NGEN system equipment shall be included in labor only maintenance services. This does not include Terminal Equipment.

4.2 ITD Technician Standby

ITD shall ensure at least one technician is scheduled for after-hours maintenance services.

4.3 Communications Backhaul Maintenance (Microwave and UHF)

ITD shall provide preventative maintenance to the NGEN communications backhaul system, which includes microwave and UHF links, on an annual basis.

4.4 Radio System Administration

ITD will provide radio system administration services which include:

- Maintaining all FCC radio frequency licenses used by the NGEN system to be consistent with federal regulations and use of the frequencies by the system. This service does not include acquiring new frequencies or sites.
- Managing all databases and logistical data associated with the P25^{IP} trunking radio system including: Radio identification database and the Unified Administration System database;
- Maintaining the fleet map and talk group identification.
- Working with NGEN system user agencies' delegated administrators, and providing system database management support on elements including: Subscriber IDs, talk group IDs, and associated parameters.
- Maintaining system AES encrypted secure codes and serving as the encryption key management controller for over the air rekeying.

5. Recurring Services

5.1 Overview

Operations and Maintenance of the NGEN System, in addition to Labor Only Maintenance services (defined in Section 4, herein), will require additional recurring payments for these services. Charges for these recurring services, described below, will be included in the monthly

ITD invoice to ECD. ITD will administer any third-party vendor contracts required to maintain the NGEN system and will invoice ECD for the costs of additional, recurring services. ECD shall, in turn, invoice participating NGEN agencies for operations and maintenance costs incurred pursuant to this O & M Agreement and for additional costs of services provided by ECD in connection with 9-1-1 services. Such invoicing will take place on the same schedule and with the same advance notice as ECD provides to participating NGEN agencies for non-NGEN services.

5.2 Third-Party Vendor Recurring Services

Dedicated internet, AT&T Switched Ethernet fiber backhaul connectivity, and OEM Support Services (Aviat, Harris Corp, Cisco and other software required as a result of recent changes to the NGEN System) shall be invoiced by ITD to ECD on a monthly basis and paid by ITD to the respective vendors. ECD shall, in turn, invoice participating NGEN agencies for third-party vendor recurring services. Such invoicing will take place on the same schedule and with the same advance notice as ECD provides to participating NGEN agencies for non-NGEN services.

5.3 ITD Recurring Services

Additional recurring costs to support the NGEN System shall be included in the annual NGEN budget by ITD and shall be invoiced by ITD to ECD on a monthly basis. ECD shall, in turn, invoice participating NGEN agencies for additional recurring services. Such invoicing will take place on the same schedule and with the same advance notice as ECD provides to participating NGEN agencies for non-NGEN services.

5.3.1 NGEN System Replenishment of Spare Parts

ITD shall be responsible for tracking and administration to maintain an adequate stock of spare parts, system-critical modules, and test equipment that may be needed to provide services pursuant to this Agreement. ITD will recommend to ECD sparing quantities based on industry practice and vendor recommendations. ECD shall review and approve ITD sparing recommendations annually. In the event sparing inventories are depleted, or need to be adjusted, ITD shall request funding from ECD in order to replenish stock. ECD shall, in turn, invoice participating NGEN agencies for replenishment of spare parts. Such invoicing will take place on the same schedule and with the same advance notice as ECD provides to participating NGEN agencies for non-NGEN services.

5.3.2 ITD Emergency/After-Hours Support

Costs for emergency/after-hours support will be invoiced as they occur and will be based on Time and Materials Service Rates, as specified in Appendix 2 to Exhibit D.

5.3.3 ITD Site Fee (Inclusions)

The following minor site-related maintenance actions are included in the ITD Site Fee set forth in Appendix 2 to Exhibit D, Table 1, Section B which includes:

- Towers: Annual maintenance inspections
- Tower lighting systems: Annual maintenance inspections
- Antenna systems and components: Annual maintenance inspections
- Shelters: Annual shelter preventative maintenance inspections (e.g. lighting systems, light bulb replacement, HVAC filter replacement, electrical and grounding inspections)
- Fencing: Annual fencing maintenance inspections to ensure site integrity and security
- Roads and surfacing: Annual road inspections
- Generators: Scheduled generator maintenance, fuel checks, generator runs
- Site: Annual site inspections, landscaping or weed abatement to ensure compliance with fire prevention code

5.3.4 ITD Microwave Fee

ITD shall provide NGEN backhaul services using established Monterey County infrastructure in order to minimize operational costs. These services shall be billed at the standard per circuit rate as published in the ITD Service Catalog.

6. Exclusions from Operation and Maintenance Services

6.1 Overview

Any system maintenance actions that are not within the scope of this Agreement shall be evaluated and agreed upon by ECUAC and ITD prior to implementation, and memorialized in writing. Agreed-upon maintenance will be performed at the Time and Materials Service Rates specified in Appendix 2 to Exhibit D, Table 2.

6.2 Interference and Required Changes due to Regulatory Requirements

Interference or disruption of service caused by operation of other radio systems, by natural phenomena, by motor ignition, or other sources may be minimized by the addition of corrective devices adapted for particular locations and installations. As requested and pre-approved by MCECC Shift Supervisor, ITD shall investigate interference complaints at the Time and Materials Service Rates specified in Appendix 2 to Exhibit D, Table 2 to this Agreement.

If, due to the action of any duly authorized regulatory authority (e.g. FCC, State of California, site owner, etc.), changes to NGEN equipment becomes necessary, the associated costs shall be negotiated between ITD and ECD and will be included on ITD's monthly invoice to ECD. ECD shall, in turn, invoice participating NGEN agencies for the cost of equipment changes necessary to mitigate interference and equipment changes required by regulatory authorities.

6.3 Terminal Equipment

Services for terminal equipment including troubleshooting, programming, and administrative processing for warranty repair, etc., will be performed at the Time and Materials Service Rates specified in Appendix 2 to Exhibit D, Table 2.

6.4 Specialized Equipment

ITD shall provide transportation in the form of conventional, four-wheel drive vehicles to perform maintenance and operations services. Maintenance of the system requiring specialized equipment (i.e. rental of man-lift, all-terrain, etc. type vehicles) will be performed and invoiced at the Time and Materials Service Rates specified in Appendix 2 to Exhibit D, Table 2, plus specialized equipment rental costs.

6.5 Site Fee (Exclusions)

In addition to the exclusions specified in Section 6.1 to 6.4, above, the following major site-related maintenance actions shall be billed at the Time and Materials Service Rates specified in Appendix 2 to Exhibit D, Table 2:

- Towers: Replacement of tower sections, tower reinforcement, or work requiring engineering analysis or structural/construction permit
- Tower lighting systems: Replacement or upgrade of tower lighting components or systems
- Antenna systems and components: Replacement of antenna component/system (e.g. microwave dishes, radio antennas, microwave waveguides, coaxial cabling, tower top amplifiers)
- Shelters: Repair or replacement of shelter or shelter infrastructure (including lighting fixtures, HVAC systems and fire suppression systems, or those systems requiring structural/construction permit)
- Fencing: Repair, replacement, or expansion of site fencing
- Roads and surfacing: Road grading, repair or improvements based on environmental or weather related impact necessary to ensure accessibility and personnel safety
- Generators: Repairs or replacement of generators, generator fuel tanks, electrical connectivity, or generator foundation/pad
- Site: Maintenance of site electrical components (whether underground or overhead), expendables (e.g. batteries, UPS conditioning equipment, DC rectifier components)
- FCC License purchase and engineering

6.6 Security Analysis and Management

ITD shall provide security analysis, scanning, and consultation regarding the posture, vulnerabilities, and operational risks of the NGEN System at the Time and Material Service Rates specified in Appendix 2 to Exhibit D, Table 2.

6.7 Restoration of Services due to Occurrences Not in Control of Any Party or Entity

Restoration of NGEN services and equipment due to damage caused by acts of God, earthquakes, war, acts of terrorism, fires, severe weather, floods, strikes, embargoes, or work performed on NGEN equipment by third parties not authorized by ITD to perform such work, will be performed at the Time and Materials Service Rates specified in Appendix 2 to Exhibit D, Table 2. Although budget estimates for ITD emergency/after-hour support are set forth in Table

1, Section B, Annual Recurring Costs, the parties acknowledge that services required to address such events are unpredictable and will vary from year to year.



APPENDIX 2 TO EXHIBIT D – RATE SCHEDULE AND COST

In consideration of the services provided by ITD in Appendix 1 to Exhibit D, the participating NGEN agencies shall pay ECD based on the following rate schedule and cost budget.

Table 1- NGEN Systems Operation & Maintenance Rates*

Service Category	NGEN System Interim O&M	NGEN System Sustained O&M
Section "A" Annual Labor Only Maintenance Services Cost		
NGEN Systems Maintenance Services to Include:		
O&M for NGEN Systems listed in Exhibit "C" ¹		
System monitoring ¹	\$ 222,853.00	\$ 385,377.00
Network based data-backup ¹		
Software maintenance ¹		
Equipment depot repair and shipping ¹		
ITD technician standby ¹		
ITD technician standby ¹	\$ 16,922.00	\$ 16,922.00
Communication backhaul maintenance (microwave & UHF) ¹	\$ 33,000.00	\$ 51,000.00
Radio system administration ¹	\$ 65,000.00	\$ 65,000.00
Section "A" Subtotal:	\$ 337,775.00	\$ 518,299.00
Section "B" Annual Recurring Costs		
Dedicated Internet ³	\$ 3,236.00	\$ 3,236.00
AT&T ASE Fiber (CalNET3 Pricing for ECD,LRLF,PBCY) ³	\$ 12,300.00	\$ 12,300.00
System Monitoring Support Fees (24x7x365) ³	\$ 60,000.00	\$ 60,000.00
Uni-Trends Network based tapeless data backup ³	\$ 6,000.00	\$ 6,000.00
Aviat TAC Support ³	\$ 6,525.00	\$ 6,525.00
Harris SUMS FX Software Support ^{3,6}	\$ 109,000.00	\$ 109,000.00
Harris TAC Priority Support (Analog & Digital) ³	\$ 28,449.00	\$ 28,449.00
Cisco SmartNet/Alcatel ^{3,5}	\$ 4,000.00	\$ 4,000.00
Server Maintenance Support ³	\$ 5,000.00	\$ 5,000.00
Harris Online Training	\$ 10,125.00	\$ 10,125.00
Amendment #3 Software Support	\$ 50,000.00	\$ 50,000.00
NGEN System replenishment of spare parts ^{3,4}	\$ 30,000.00	\$ 50,000.00
ITD emergency/after-hour support (T&M) ¹	\$ 30,000.00	\$ 50,400.00
ITD Site Fee (includes share of lease cost, utilities, site pm) ^{1,2,3}	\$ 240,057.01	\$ 240,057.01
ITD Microwave Fee (Non-NGEN circuit utilization) ^{1,2}	\$ 1,033.28	\$ 1,033.28
Section "B" Subtotal:	\$ 595,725.29	\$ 636,125.29
Grand Total (Section "A" + Section "B"):	\$ 933,500.29	\$1,154,424.29

Table 2 - Time and Materials (T&M) Service Rates*

FY 16-17 Technician Hourly Rate (Normal business hours)	\$ 120.00
FY 16-17 Technician Hourly Rate (After normal business hours)	\$ 180.00
Terminal Equipment Services	Price quoted on a per occurrence Time & Materials basis

* Cost projections and rates are based on Fiscal Year 2016-17. Applicable rates are subject to change on an annual basis and shall be reviewed annually. Rate changes are based on current market vendor rates, Monterey County labor rate adjustments, and/or site fee adjustments which include (annual lease rate escalators, utility cost increases, maintenance cost increases, and/or labor rate increases).

- ¹ - Based on Fiscal Year 16-17 ITD labor rates
- ² - Based on Fiscal Year 16-17 forecast
- ³ - Based on vendor quotes for service
- ⁴ - Based on 15% failure rate of equipment capital cost
- ⁵ - Based on Alcatel MPLS devices at 5 simulcast sites (original ring design)
- ⁶ - SUMS FX subscription \$0 year one (warranty) and \$109k for years 2 thru 5

APPENDIX 3 TO EXHIBIT D – NGEN SYSTEM SITES

The telecommunications equipment sites which support the operation of the NGEN system are categorized based on two factors: 1) the agency responsible for the procurement and construction of the site (including purchase of radio equipment located at the site) and 2) the agency having fiscal responsibility for operation and maintenance of the equipment at the site. Sites are defined as:

- Category 1 Site: NGEN system(s) is (are) constructed/installed and maintained through NGEN program funding.
- Category 2 Site: NGEN system(s) is (are) constructed/installed using NGEN program funding, and is (are) maintained through funding by a specific agency. The specific agencies responsible for operations and maintenance costs are identified in this table.
- Category 3 Site: NGEN system(s) is (are) constructed/installed and maintained through funding by a specific agency. The specific agency responsible for operations and maintenance costs are identified in this table.

Upon completion of the final System Acceptance Test Plan (ATP), ITD will provide a comprehensive site equipment list to the ECUAC. The individual components and equipment that are included in this baseline inventory will collectively function and operate together to form the NGEN system.

Table 1- NGEN System Sites

Site Location	Digital VHF IP Simulcast	700 MHz IP Simulcast	Digital VHF Multicast	700 MHz Multicast	Analog Law	Analog Fire	Analog Fire Paging	Analog Interop
911 ECD	Primary SR10A.1 NSC A							
	7 Chnl DCP	8 Chnl DCP						
Admin Building					SNV-12	SNV-12	SNV-12	SNV-12
Anderson Peak					1 Chnl 1			
Bryant Canyon			4 Chnl		Voting Rx1	Voting Rx4		
DMDC	Microwave Relay							
Fremont Peak					1 Chnl	1 Chnl	1 Chnl	1 Chnl
Huck Hill					1 Chnl	1 Chnl	1 Chnl	1 Chnl
ITD (Moffett)	Secondary SR10A.1 NSC B							
King City Tower			4 Chnl		1 Chnl ¹	1 Chnl		
Laguna Seca	7 Chnl DCP					Voting Rx		
La Mesa		8 Chnl						
Laurel Yard ⁶					Voting Rx ¹			
Lewis Road Landfill			5 Chnl					
Lewis Rd (Snodgrass)					1 Chnl	1 Chnl		
Marina Coast Water (MCW)	7 Chnl							
Mount Toro		8 Chnl DCP			1 Chnl	1 Chnl	1 Chnl	1 Chnl
Pebble Beach Corp. Yard (PBCY)	7 Chnl							
Peñon Peak	7 Chnl				Voting Rx	1 Chnl	1 Chnl	
Point Sur					1 Chnl	1 Chnl	1 Chnl	
Post Ranch					1 Chnl	1 Chnl	1 Chnl	
Roberts Knoll					1 Chnl	1 Chnl		1 Chnl
Table Mountain					1 Chnl			
Watsonville PD					Voting Rx			
Williams Hill				4 Chnl	1 Chnl	1 Chnl	1 Chnl	

LEGEND:

NGEN Systems
Not part of O&M Agreement- Agency Specific Responsibility

APPENDIX 4 TO EXHIBIT D – PHASES OF OPERATION & MAINTENANCE

1. Overview

1.1 Phases of NGEN O&M

Due to the scope and complexity of the NGEN project, implementation and operationalization will occur in phases. As a result and where implemented, this Agreement may apply to an interim construct of the NGEN system, or to a fully constructed NGEN system.

1.1.1 Interim NGEN O&M

Interim O&M is defined as the milestone declaration by the NGEN project team that the 700 MHz system (in Multicast configuration) at Mount Toro, ECD, and La Mesa and Analog Overlay systems (Law, Fire, and Interop) are ready and capable to support real-time, on-demand and secure public safety communications.

1.1.2 Sustained NGEN O&M

Sustained O&M is defined as the milestone declaration by the NGEN project team that the entire NGEN System is ready and capable of supporting public safety communications.

2. Interim NGEN O&M System Sites

2.1 Interim O&M inclusions

Table 1 (below) indicates which sites and systems are included within the scope of Interim O&M.

Table 1 - Interim NGEN O&M System Sites

Site Location	VHF Simulcast	700 MHz Multicast	VHF Multicast	700 MHz Multicast	Analog Law	Analog Fire	Analog Fire Paging	Analog Interop
911 ECD	Primary SR10A.1 NSC A							
	7 Chnl DCP	7 Chnl						
Admin Building					SNV-12	SNV-12	SNV-12	SNV-12
Anderson Peak					1 Chnl I			
Bryant Canyon			4 Chnl		Rx Only	Rx Only		
DMDC	Microwave Relay							
Fremont Peak					1 Chnl	1 Chnl	1 Chnl	1 Chnl
Huck Hill					1 Chnl	1 Chnl	1 Chnl	1 Chnl
ITD (Moffett)	Secondary SR10A.1 NSC B							
King City Twr			4 Chnl		1 Chnl	1 Chnl		
Laguna Seca	7 Chnl DCP					Rx Only		
La Mesa		3 Chnl						
Laurel Yard					Rx Only			
Lewis Landfill			5 Chnl					
Lewis (Snod)					1 Chnl	1 Chnl		
MCW	7 Chnl							
Mount Toro		7 Chnl			1 Chnl	1 Chnl	1 Chnl	1 Chnl
PBCY	7 Chnl							
Peñon Peak	7 Chnl				Rx Only	1 Chnl	1 Chnl	
Point Sur					1 Chnl	1 Chnl	1 Chnl	
Post Ranch					1 Chnl	1 Chnl	1 Chnl	
Roberts Knoll					1 Chnl	1 Chnl		1 Chnl
Table Mountain					1 Chnl			
Watsonville PD					Rx Only			
Williams Hill				4 Chnl	1 Chnl	1 Chnl	1 Chnl	

LEGEND:

	NGEN Systems covered under Interim O&M
	Not part of O&M Agreement - Agency Specific Responsibility

3. NGEN Sustained O&M System Sites

3.1 Full Sustained O&M Inclusion:

Table 2 (below) indicates which sites and systems are included within the scope of Sustained O&M.

Table 2 - Sustained O&M System Sites

Site Location	VHF Simulcast	700 MHz Simulcast	VHF Multicast	700 MHz Multicast	Analog Law	Analog Fire	Analog Fire Paging	Analog Interop
911 ECD	Primary SR10A.1 NSC A							
	7 Chnl DCP	8 Chnl DCP						
Admin Building					SNV-12	SNV-12	SNV-12	SNV-12
Anderson Peak					1 Chnl 1			
Bryant Canyon			4 Chnl		Rx Only ¹	Rx Only ⁴		
DMDC	Microwave Relay							
Fremont Peak					1 Chnl	1 Chnl	1 Chnl	1 Chnl
Huck Hill					1 Chnl	1 Chnl	1 Chnl	1 Chnl
ITD (Moffett)	Secondary SR10A.1 NSC B							
King City Twr			4 Chnl		1 Chnl ¹	1 Chnl ³		
Laguna Seca	7 Chnl DCP					Rx Only ⁴		
La Mesa		8 Chnl DCP						
Laurel Yard ⁶					Rx Only ¹			
Lewis Landfill			5 Chnl					
Lewis (Snod) ⁶					1 Chnl ¹	1 Chnl ²		
MCW	7 Chnl							
Mount Toro		8 Chnl DCP			1 Chnl	1 Chnl	1 Chnl	1 Chnl
PBCY	7 Chnl							
Peñon Peak	7 Chnl				Rx Only ¹	1 Chnl	1 Chnl	
Point Sur					1 Chnl	1 Chnl	1 Chnl	
Post Ranch					1 Chnl	1 Chnl	1 Chnl	
Roberts Knoll					1 Chnl	1 Chnl		1 Chnl
Table Mountain ⁵					1 Chnl ¹			
Watsonville PD ⁶					Rx Only ¹			
Williams Hill				4 Chnl	1 Chnl	1 Chnl	1 Chnl	

LEGEND:

NGEN Systems covered Sustained O&M
Not part of O&M Agreement - Agency Specific Responsibility

¹ Not part of this O & M Agreement - Monterey County Sheriff responsibility

² Not part of this O & M Agreement - North County Fire responsibility

³ Not part of this O & M Agreement - King City Fire responsibility

⁴ Not part of this O & M Agreement - Monterey County Regional Fire District responsibility

⁵ Category 2 Site

⁶ Category 3 Site

Note: Analog Overlay systems' SNV-12 comparators were relocated from 911 Center (ECD) to the Salinas Administration Building to accommodate NGEN Digital system special requirements

APPENDIX 5 TO EXHIBIT D - OPERATION AND MAINTENANCE PROCEDURES

1. General

This exhibit sets forth specific roles and responsibilities necessary for responsible agencies and personnel to successfully provide Operation and Maintenance support for the Next Generation radio system, including the NGEN digital and Analog Overlay radio systems, backhaul infrastructure, and radio administration activities.

2. Roles and Responsibilities

2.1 Emergency Communications User Advisory Council and Agencies

The ECUAC, or such governing bodies as may succeed the ECUAC, will define the level of System maintenance and operations services required.

Participating NGEN agencies agree to use compatible and approved subscriber mobile, portable, and data equipment to connect to the NGEN System.

At times the NGEN System may need to be taken out of service to conduct required or emergency maintenance. It is the responsibility of ITD to make reasonable efforts to accommodate system utilization for a scheduled system outage. For scheduled maintenance, ITD will request ECD management approval of the outage at least 72 hours in advance of the time when the outage would occur. In the event of emergencies, ITD may perform maintenance actions that result in system outages with only minimal notification to Emergency Communications Shift Supervisor.

The participating NGEN agencies are responsible for enforcing radio communications and use discipline by the system users within their agency, including all officers, agents, volunteers, etc. The participating NGEN agencies shall ensure their system users comply with approved guidelines, procedures, and protocols governing the operation and use of the NGEN Radio System Infrastructure and subscriber equipment. Such compliance will include ensuring an optimum degree of system availability by training and taking appropriate action with system users to keep radio communications brief, to the point, and free from use for personal business.

2.2 ITD NGEN Operations & Maintenance Support Team

ITD is responsible under this Agreement for maintenance and operational support so that the NGEN System meets the standards as designed and tested per the final System Acceptance Test Plan (ATP). ITD shall not provide maintenance and support to rectify any deviations or deficiencies from the final System ATP unless such deviations or deficiencies are the result of substandard equipment maintenance performed by ITD.

The ITD NGEN System Support team consists of:

- ITD Radio Manager
- Tier 2 radio communication support

- Tier 1 radio communication support
- Microwave and Backhaul support
- NGEN Technical Working Group

2.2.1 Radio Manager

The ITD Radio Manager has the authority to make decisions on issues related to the day-to-day operation of the NGEN System, and any urgent or emergency NGEN System operational or repair decisions, as permitted by this and any and all other memoranda of understanding or agreements.

The Radio Manager has direct responsibility for:

- All activities dealing with the operations support for portions of the shared NGEN System infrastructure that have been declared operational and transferred to an O&M responsibility, as approved by ECUAC.
- Coordinating with the ECUAC to manage the operation of System to comply with specified parameters, service levels, and metrics defined in this Agreement.
- Coordinating with the ECUAC to recommend policies, procedures, contracts, organizations and agreements to provide the service levels defined in this Agreement.
- Coordinating/cooperating with the ECUAC on processes and procedures to sustain/improve customer services. Associated processes and procedures include: access to sites; call desk procedures; service call reporting; escalation processes and rules; metrics for measuring user satisfaction and other critical components associated with providing user support; and sustaining and restoring operations to meet user needs.
- Coordinating with participating NGEN agencies to establish metrics and gather data that demonstrate compliance with this Agreement.
- Reporting results and providing feedback on operational issues and metrics to participating NGEN agencies and the ECUAC on a regular basis.

General Responsibilities: The ITD Radio Manager has general responsibility for:

- Annual operations budget development for sustaining and operating the NGEN system.
- Development and implementation of quality control plans.
- Development of quarterly operational and maintenance reports to include, at a minimum, system availability calculations and issues and concerns that require ECUAC input, response, and awareness.

- Directing resources to meet the operational needs of NGEN agencies, as stated in this Agreement, and any other applicable contract statements of work and memoranda of understanding or agreements.
- Management of Service Delivery - This includes ensuring that all service entities utilized are properly trained, documented, and capable of responding to NGEN System service requirements.
- Technical management, operation and oversight of the shared NGEN System infrastructure hardware and software, including ensuring that the NGEN System technology performance meets user operational needs.
- Transition Management - If new sites are added to this O & M Agreement, it will be the responsibility of the ITD Radio Manager to work with the ECUAC to ensure that consistent procedures are implemented for successful service transition. This responsibility includes developing customer support procedures and ensuring that an effective communications plan has been presented to all resources impacted by the transition.
- Tracking Service History - In addition to managing NGEN System inventory by site, the Radio Manager is also responsible for tracking service history. This information will be managed on an ongoing basis and will be used to recommend upgrades.
- Acquiring New Equipment – the ITD Radio Manager will assist users in ordering radio equipment.
- Attendance at NGEN project meetings, as requested, and with designated representatives of NGEN System user groups, to understand new communication needs and to communicate NGEN System information, conduct fleet map work sessions, and address questions, complaints, or clarifications about the NGEN System and other topics.
- Annual preparation, with the collaboration of user personnel, of a survey to determine user satisfaction level with the coverage, features, functions, usability, management and service response for the NGEN System. Responses to the survey will be used to provide recommendations to ECUAC for improvements, changes, upgrades or additions needed for the System. If the user survey indicates that user satisfaction level is inadequate, in the judgment of ECUAC, the ITD Radio Manager will initiate action to identify the areas of concern, develop a corrective action plan, and take necessary steps to resolve unsatisfactory areas that are within ITD's control.
- Presentation, on a quarterly basis, to the ECUAC, system details and information regarding performance, O&M issues, system trouble ticket statistics, and planned or ongoing NGEN system enhancements, modifications or upgrades.

Technology Planning: The ITD Radio Manager has responsibility for developing and implementing plans related to upgrade or enhancement of the NGEN System as follows:

- Work closely with ECUAC to assist in developing a long-term technology plan. The ITD Radio Manager will provide on a scheduled basis (at least annually) a technology review and management presentation. This presentation will review current state of communications, considerations for planned upgrades or changes, and current or future technologies available for consideration.
- Keep abreast of new technology developments, advancements, announcements, standards, and operational best practices in NGEN-related technology.
- Meet periodically with ECUAC and appropriate user groups to discuss and evaluate new technology for applicability to the NGEN System. The ITD Radio Manager will be present during NGEN System equipment testing or product reviews at the designated user facility and facilitate the test plan (if requested), check-off procedures and the sign-off documents.
- Evaluate changing technical and applicable NGEN mission requirements to recommend how the NGEN System can be used more effectively, and will develop a plan, in cooperation with the ECUAC, for the necessary modification of hardware/software of the existing wireless NGEN System equipment.

2.2.2 Tier 2 Radio Communication Support

This role will be shared by senior-level Communication Technicians working in the ITD Radio Shop. This support tier will be required to translate system communication needs to technical requirements; to administer, install, maintain, manage, and repair NGEN systems; and to maintain systems' integrity at specified functionality and performance levels, as required. The Tier 2 Radio communication support technicians have direct responsibility for:

- FCC frequency maintenance
- System database management for all member agencies and NGEN System equipment.
- Administration of all system control server systems of the NGEN System.
- Administration of and provision of radio support and administration for County Radio Network systems in multiple sites, including systems interconnected with other public agencies that interact with one another; and recommending and coordinating technological standards for the NGEN System.
- Providing comprehensive system reports of the NGEN System status for the purpose of determining systems loading by site, the technical integrity of each site, and notifying systems network personnel of any sites requiring maintenance based on these diagnostic reports; using NGEN systems databases to develop meaningful reports for presentation to ECD and the ECUAC.

- Consolidated Reporting - consolidating and presenting to users all required reporting data on an agreed-upon basis. This information includes repair service history, performance metrics, benchmarking data, and inventory management.
- Notifying the ITD Radio Manager, or user of any system, about malfunctions that may affect the NGEN System/System regional area.
- Managing the NGEN System database elements, including subscriber IDs, talk group IDs, and the various parameters that relate to their effective operation.
- Providing monthly reports to the ITD Radio Manager on the operation of the NGEN System, NGEN System availability calculations, financial status, and any issues that need ITD Radio Manager or higher review, input or decision.
- Conducting periodic database backups.
- Providing inter-agency coordination and administrative activities.
- Acting as the focal point to collect system performance metrics.

2.2.3 Tier 1 Radio Communication Support

This role will be performed by intermediate-level Communication Technicians working in the ITD Radio Shop. This support tier will be required to execute NGEN System communication needs based on overall direction from Tier 2 and management personnel in order to administer, install, maintain, manage, and repair NGEN systems and maintain NGEN systems' integrity at the specified functionality and performance levels, as required. The Tier 1 Radio communication support will:

- Provide technical and operational support. Tier 1 support will use the ITD Help desk to provide Level 1 support, including creating problem tickets and work orders and assigning responsibility to the appropriate Level 2 Technical Support Team resource, as necessary.
- Use appropriate ITD internal groups to provide Level 2 server, network, and infrastructure support services.
- Monitor the NGEN System's and its components' normal operations.
- Participate in the diagnosis of NGEN System performance problems and the development of corrective action recommendations.
- Provide technical support and operational availability 24 hours/day, 365 days/year, as appropriate for Priority Category Severity Level.

- Respond to requests for technical support in accordance with required response times and performance levels.
- Advise users of procedures that will be used for NGEN System restoration or issue resolution.
- Act as a single focal point for assigned incidents, and manage assigned incidents to resolution.
- Monitor performance of the entire NGEN network for normal operations, particularly the performance of common equipment
- Provide timely information to the ITD Radio Manager and user point of contact on any NGEN system issue that arises, or repair/maintenance issues related to common NGEN equipment.
- Provide 24x7 monitoring of all servers and server appliances that support the NGEN radio network at both NSC locations (ECD and ITD).
- Provide labor to install and test software upgrades, for both corrective and enhancement purposes.
- Assist the ITD Radio Manager with establishing and maintaining a comprehensive and accurate asset management system.

2.2.4 Communications Backhaul Support

ITD will maintain an NGEN communications backhaul system which includes microwave and UHF backhaul systems, and will provide preventative maintenance for the NGEN communications backhaul system at least once a year, or as required.

On an annual basis, the ITD shall perform operational tests and alignments on the NGEN system backhaul network equipment to optimize and ensure the equipment meets OEM specifications.

2.2.5 NGEN Technical Working Group

The ITD Radio Manager chairs the NGEN Technical Working Group (Figure 1) and presents the decisions, analysis, and strategic input of the working group to the ECUAC. The Technical Working Group shall assist the ITD Radio Manager with radio system administration services which include, but are not limited to, the tasks listed below. It shall:

- Manage all databases and logistical data associated with the P25 IP trunking radio system including:
 - Unified Administration System database

- Fleet Map Maintenance, including integration with existing County, State and Federal frequency standards and programming
- Maintain, update, assign and control all radio identifications
- Work with participating NGEN agencies' delegated administrators, and provide System database management support on elements including: Subscriber IDs, talk group IDs, and similar parameters
- Assist the ITD Radio Manager with AES encryption coordination and distribution.
- Review system reports prepared by the ITD Radio Manager for the purpose of determining systems loading by site, and the technical integrity and operational capability of each site.
- Assist with configuration and testing of subscriber units on the trunked NGEN system
- Advise and assist Harris Corporation in matters of infrastructure planning, as needed
- Assist with troubleshooting and investigation of NGEN system-related complaints
- Assist the ITD Radio Manager with Terminal Equipment issues and provide technical input to Harris Corporation engineers, contractors, and other vendors as needed
- Provide technical review of quarterly NGEN system analysis prior to scheduled presentations to the ECUAC.
- Other tasks as identified

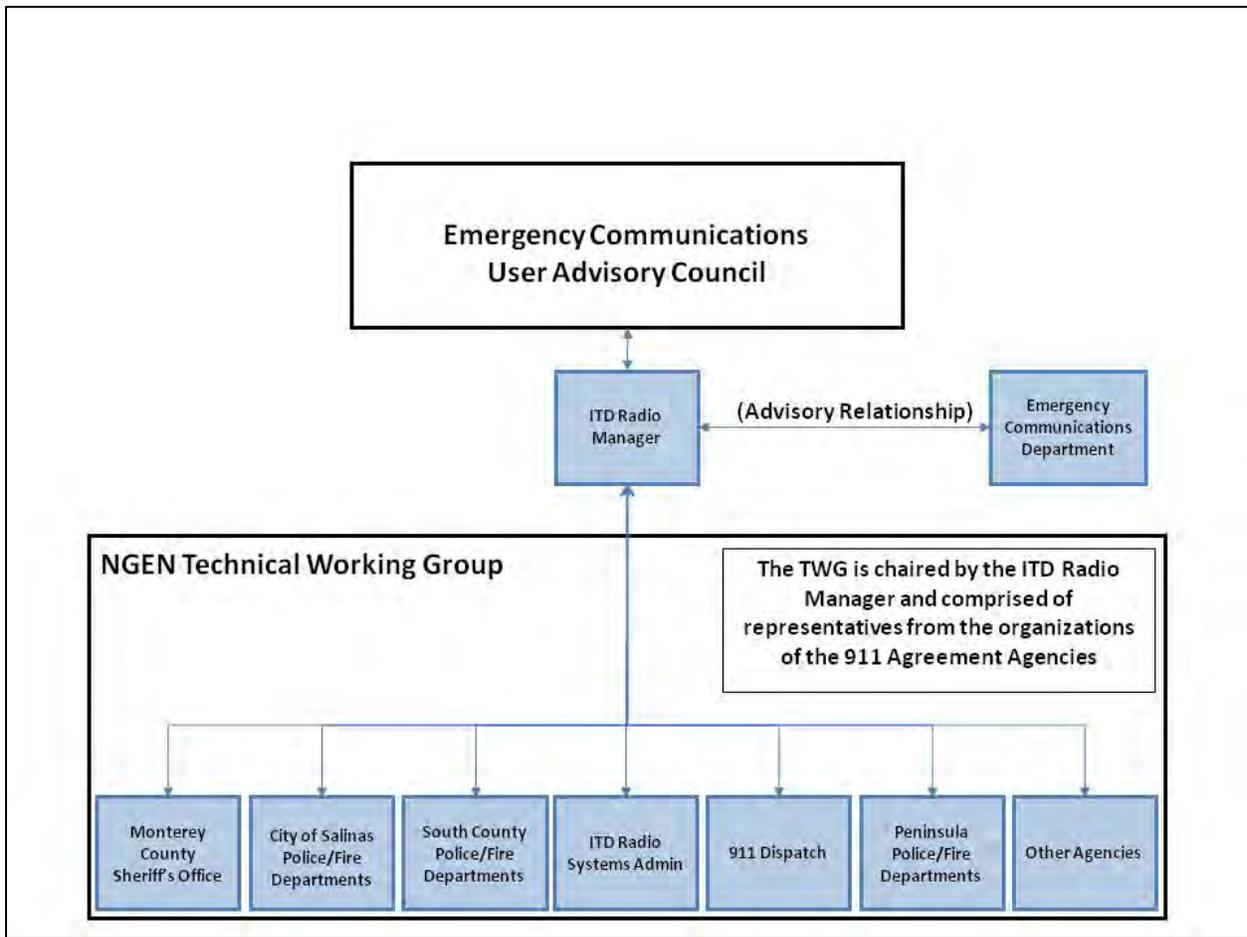


Figure 1- NGEN Technical Working Group

3. Processes

3.1 Overview of NGEN System Operations and Maintenance Procedures

NGEN System Operations and Maintenance procedures specify tasks/activities and associated responsibilities as identified below.

3.2 Incident Management

ITD ticketing system “ServiceNow” will be used by all support team levels (where approval and technical access has been granted) to record and track problem reports, inquiries or other types of calls received for support. This provides ITD with the ability to provide metrics with regard to this Agreement. The NGEN System infrastructure support process includes Help Desk Technical Support, call taking/tracking, and dispatch operations.

Participating NGEN agencies and personnel can contact the ITD Help Desk to request service, request information, or inquire on an open case by telephone at 1-831-796-1400 or can send an email ticket to support@co.monterey.ca.us.

3.3 Billing

In accordance with the NGEN Scope of Work (Appendix 1 to Exhibit D), billing of services, including parts and equipment will follow specified billing processes.

For equipment and services that fall within the scope of this Agreement, the billing process will be executed on a monthly basis as agreed upon by ITD and ECD. ECD shall, in turn, invoice participating NGEN agencies for services falling within the scope of this O & M Agreement. Such invoicing will take place on the same schedule and with the same advance notice as ECD provides to participating NGEN agencies for non-NGEN services.

For equipment and services that are not within the scope of this Agreement (e.g. outside normal service hours, terminal installation, etc.), billing will be handled on a time & material basis charged at the current shop rate for labor. ECD shall, in turn, invoice participating NGEN agencies for equipment and services outside the scope of this O & M Agreement. Such invoicing will take place on the same schedule and with the same advance notice as ECD provides to participating NGEN agencies for non-NGEN services.

ITD billing will leverage the ServiceNow incident management system, which provides management oversight and customer transparency on the current status of all incidents and work orders. For those maintenance activities that are routine or scheduled (microwave/repeater PMs, daily monitoring, etc.), ServiceNow recurring project tasks will be established to ensure time tracking is visible, for overall budgeting purposes.

3.4 Asset Management

The ServiceNow Asset Management system will be utilized to effectively track and manage NGEN System assets that are utilized for operations and support, including active and spare NGEN System equipment.

3.5 Change and Configuration Management

Change and configuration management shall be implemented by ITD, in coordination with Technical Working Group, the ECUAC and participating NGEN agencies, where approval and technical access has been granted to record and track all requests or actions required for support. These actions may include add/delete or change requests regarding the NGEN network, infrastructure, consoles, radio sites, connectivity bandwidth, construction, permitting, liabilities, etc. This provides the ITD NGEN Support team with the ability to provide status with regard to NGEN System changes and configurations for this Agreement.

Participating NGEN agencies that have, or require the use of, encryption or over-the-air-rekey must establish their own internal procedures to ensure any asset changes, such as adding/deleting of radios, are kept current in the appropriate database. Security and overall management of total NGEN System assets requires that all users understand and follow these procedures.

3.6 Metric Reporting

The Radio Manager will report on NGEN system operations and issues on a quarterly basis to the ECUAC. Issues requiring action shall be prioritized and addressed by the ITD Radio Manager, as prioritized and directed by the ECUAC.

The ITD Radio Manager will provide NGEN system performance reports that are based on past and current NGEN operational and system data. Written status reports of ongoing projects or technical solutions shall be submitted to the ECUAC quarterly, or as required. The data will be presented graphically and will focus on NGEN system performance and fault management.

The ITD Radio Manager will provide recommendations to the ECUAC based upon trend analysis to improve availability, reliability, and serviceability of the NGEN system. Reports will be configured to indicate certain pre-designated parameters as directed by the ECUAC to prevent unauthorized access to NGEN System information. The information shall include, but be limited to:

- Baseline metrics to measure the “healthy” operation of the NGEN system (this is predicated on monitoring of the system to obtain the appropriate data)
- NGEN equipment, site, site link, or other failure trends
- Early identification of NGEN system performance degradation
- NGEN service-level performance information

The ITD Radio Manager will also utilize this information to make recommendations to the Technical Working Group and the ECUAC for improving network operations and improving cost-effective, proactive approaches to NGEN system maintenance and support.

APPENDIX 6 TO EXHIBIT D – GLOSSARY OF TERMS

ECUAC: Emergency Communications User Advisory Council, as defined in the “Memorandum of Agreement Re Next Generation Radio System Joint Governance and Financing, paragraph 1:” provides oversight regarding the dispatch and dispatch-related operations to 28 participating Monterey County, non-County entities, and city agencies.

NGEN Radio System Infrastructure (also referred to as the NGEN System): NGEN Network Switching Center components; Interoperability Gateway; Radio frequency site equipment (reference Appendix 3 to Exhibit D, including (VHF, 700 MHz Simulcast and Multicast, and Analog Overlay systems); fixed station equipment and facilities; backhaul systems including microwave, fiber and radio frequency links and supporting equipment; Wide Area Network components including computer servers, software, database and network-based backup systems.

NSC (Network Switching Center): The NSC is a critical component of the NGEN System comprising a virtualized core with various virtual machines supporting management, security and core real-time functionality. The NGEN system will comprise two redundant NSC systems; NSC A (primary) will be hosted at the 911 Center; NSC B (secondary) will be hosted at 1590 Moffett St within ITD data center space.

Radio: a Project 25 compliant control station, console, mobile or portable radio assigned to the NGEN system that has a unique identification number.

Talk group: a unique group of radio users that can communicate with each other.

Terminal equipment: defined as vehicular-mounted radios, personal portable radios, vehicular repeaters, portable radio chargers, base stations, and other mobile equipment.

Member/User Agency/participating NGEN agency: an agency, person, group, organization or other entity that receives public safety radio dispatch and associated services from Monterey County. The terms user and member are synonymous and interchangeable.



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 6, 2016

AGENDA DATE: May 10, 2016

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: **ESTABLISHMENT OF MEASURE VW OVERSIGHT
COMMITTEE**

BACKGROUND:

With the extension of Measure X (now Measure V) and a new 5 year transaction and use tax (Measure W); the City Council committed to establishing a Citizens' Oversight Committee to monitor the revenue collected by the Measure VW transactions and use tax as well as report on the expenditures made with the aforementioned tax proceeds. The composition of the Oversight Committee will consist of no more than five (5) members. The proposed term is four years and coterminous with the nominating councilmember's term. Members must be a City resident or Business Owner. Member nominations will be made by individual Councilmembers and confirmed by the City Council. Members will not be current City of Greenfield employees, officials, contractors, or vendors of the City. Past employees, officials or vendors may be eligible to serve on the Oversight Committee, provided that no conflicts of interest exist.

POWERS AND DUTIES:

- The Measure VW Oversight Committee's roles and responsibilities will include the following:
- To serve in an advisory-only capacity to the City Council;
- To provide oversight of the revenues and expenses pertaining to the portion of the sales tax generated by Measure V and Measure W;

- To review the annual independent financial audit of the City performed by an independent auditor on sections pertaining to the revenue and expenses related to the portion of the sales tax generated by Measure V and Measure W;
- To review other City financial reports pertaining to the revenue generated by and expenses related to the portion of the sales tax generated by Measure V and Measure W revenue and expenses;
- Providing Council with an annual written report;
- Additional reports to Council can be provided to Council at the Committee's and/or Council's discretion; (all reports must be in writing and agenized pursuant to the Brown Act)
- The Oversight Committee is not charged with decision-making on spending priorities, schedules, funding source decisions, or financing plans. The Oversight Committee serves in an advisory-only role to the City Council.

TERM OF SERVICE:

The term of the Oversight Committee members shall commence on August 1, 2016. Each committee member will serve a four-year term and/or coterminous with the nominating Councilmember's term.

MEETINGS:

The Oversight Committee will meet at least annually on the 4th Monday in August at 5:30 p.m. in the Council Chambers. The Oversight Committee is subject to the Brown Act. Meetings must be noticed and open to the public. Oversight Committee minutes and reports are a matter of public record, and may be posted on a website provided by the City. Additional meetings may be scheduled by the Oversight Committee as necessary. All Oversight Committee members shall attend training and orientation prior to the first regular Oversight Committee meeting, including separate Brown Act training and AB 1234 Ethics Training.

Oversight Committee members are expected to attend all regular meetings. Because the Oversight Committee only meets annually, failure to attend said meeting(s) may result in removal from the Oversight Committee at the discretion of the City Council. Oversight Committee decisions, positions, findings, and procedures require a simple majority vote of those members in attendance. The quorum requirement for any meeting shall be a minimum of three members.

BUDGET AND FINANCIAL IMPACT:

This is no specific budgetary impact for creating this Oversight Committee other than staffing the committee and publishing their annual report.

REVIEWED AND RECOMMENDED:

The City Manager and/or his/her designee will serve as staff liaison(s) to the Oversight Committee. The liaison(s) will be responsible for providing relevant information and receive and record all exhibits, documents, or other material presented to the Oversight Committee, including the annual financial audit. The liaison(s) will prepare, post, and distribute agendas and take minutes at each meeting. The City Manager and Administrative Service Director recommend the formation of this committee and having each Councilmember nominate a representative for the Committee.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY ADOPTION OF RESOLUTION #2016-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD, CALIFORNIA, ESTABLISHING THE MEASURE VW CITIZENS' OVERSIGHT COMMITTEE FORMATION AND SETTING FORTH GUIDELINES AND DUTIES OF THE COMMITTEE

RESOLUTION NO. 2016-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD, CALIFORNIA,
ESTABLISHING THE MEASURE VW CITIZENS' OVERSIGHT COMMITTEE FORMATION
AND SETTING FORTH GUIDELINES AND DUTIES OF THE COMMITTEE**

WHEREAS, on January 12, 2016, the City Council adopted and ratified Ordinance 512, Measure W imposing a transactions and use tax to be administered by the State Board of Equalization; and

WHEREAS, on January 12, 2016, the City Council adopted and ratified Ordinance 511 extending a transactions and use tax (Measure V) to be administered by the State Board of Equalization; and

WHEREAS, pursuant to Chapter 3.26 of the Municipal Code, the City Council is to establish and form a five (5) member Citizens' Oversight Committee to monitor the new transaction and use tax proceeds and associated expenses, and

WHEREAS, the City Council is also required to set forth guidelines and duties of the Citizens' Oversight Committee:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Greenfield, California, as follows:

1. The City Council hereby establishes a five member Measure VW Citizens' Oversight Committee made up of residents of the City of Greenfield; and
2. The City Council hereby approves the Measure VW Citizens' Oversight Committee's scope of responsibilities (guidelines) as set forth in "Exhibit A" attached herein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield held on the 10th day of May, 2016 by the following vote:

AYES, and all in favor, thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield

MEASURE VW CITIZENS' OVERSIGHT COMMITTEE GUIDELINES

The City Council of the Greenfield hereby establishes a Measure VW Citizens' Oversight Committee (the "Oversight Committee") to monitor the revenue collected by the Measure V and Measure W transactions and use tax as well as report on the expenditures made with the aforementioned tax proceeds.

APPLICATION/RECRUITMENT PROCESS:

The composition of the Oversight Committee will consist of no more than five (5) members. The term is four years and/or coterminous with the nominating councilmember's term. Members must be a City resident or Business Owner. Member nominations will be made by individual Councilmembers and confirmed by the City Council. Members will not be current City of Greenfield employees, officials, contractors, or vendors of the City. Past employees, officials or vendors may be eligible to serve on the Oversight Committee, provided that no conflicts of interest exist.

POWERS AND DUTIES:

- The Measure VW Oversight Committee's roles and responsibilities will include the following:
- To serve in an advisory-only capacity to the City Council;
- To provide oversight of the revenues and expenses pertaining to the portion of the sales tax generated by Measure V and Measure W;
- To review the annual independent financial audit of the City performed by an independent auditor on sections pertaining to the revenue and expenses related to the portion of the sales tax generated by Measure V and Measure W;
- To review other City financial reports pertaining to the revenue generated by and expenses related to the portion of the sales tax generated by Measure V and Measure W revenue and expenses;
- Providing Council with an annual written report;
- Additional reports to Council can be provided to Council at the Committee's and/or Council's discretion; (all reports must be in writing and agenized pursuant to the Brown Act)
- The Oversight Committee is not charged with decision-making on spending priorities, schedules, funding source decisions, or financing plans. The Oversight Committee serves in an advisory-only role to the City Council.

TERM OF SERVICE:

The term of the Oversight Committee members shall commence on August 1, 2016. Each committee member will serve a four-year term and/or coterminous with the nominating Councilmember's term.

MEETINGS:

The Oversight Committee will meet at least annually on the 4th Monday in August at 5:30 p.m. in the Council Chambers. The Oversight Committee is subject to the Brown Act. Meetings must be noticed and open to the public. Oversight Committee minutes and reports are a matter of public record, and may be posted on a website provided by the City. Additional meetings may be scheduled by the Oversight Committee as necessary. All Oversight Committee members shall attend training and orientation prior to the first regular Oversight Committee meeting, including separate Brown Act training and AB 1234 Ethics Training.

Oversight Committee members are expected to attend all regular meetings. Because the Oversight Committee only meets annually, failure to attend said meeting(s) may result in removal from the Oversight Committee at the discretion of the City Council. Oversight Committee decisions, positions, findings, and procedures require a simple majority vote of those members in attendance. The quorum requirement for any meeting shall be a minimum of three members.

STAFF LIAISON APPOINTMENT:

The City Manager and/or his/her designee will serve as staff liaison(s) to the Oversight Committee. The liaison(s) will be responsible for providing relevant information and receive and record all exhibits, documents, or other material presented to the Oversight Committee, including the annual financial audit. The liaison(s) will prepare, post, and distribute agendas and take minutes at each meeting. The liaison(s) will ensure that minutes of the proceedings are made available to the City Council and the public.



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 6, 2016

AGENDA DATE: May 10, 2016

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: JULY 4TH 2016 FIRE WORKS CELEBRATION

BACKGROUND:

One of the proposed special events mentioned during consideration of Measure W was funding special events such as fireworks on July 4, 2016. While the City will not receive any proceeds from this special Transaction and Use Tax until June, it is necessary to secure the services of a qualified producer of firework displays before they are booked at other venues.

The City contacted its former Fireworks Producer Pyro Spectaculars and, in spite of the late date, they are able to commit to presenting Greenfield with a nice July 4th display. Pyro Spectaculars is headquartered in Rialto, California, USA, and occupies a portion of a former World War II military munitions facility. The company is one of the largest designers and producers of fireworks displays in the United States. The President and CEO is James Souza. Pyro Spectaculars formally partnered with Pyrotechnic Innovations, a leading fireworks training and recruitment company, in 2013 to form a cutting edge operator recruitment, training, and retention program. The company's fireworks displays are characterized by tight musical choreography with an emphasis on medium and low-level effects such as: cakes, fountains, Roman candles, and a particular fondness for "set pieces".

BUDGET AND FINANCIAL IMPACT:

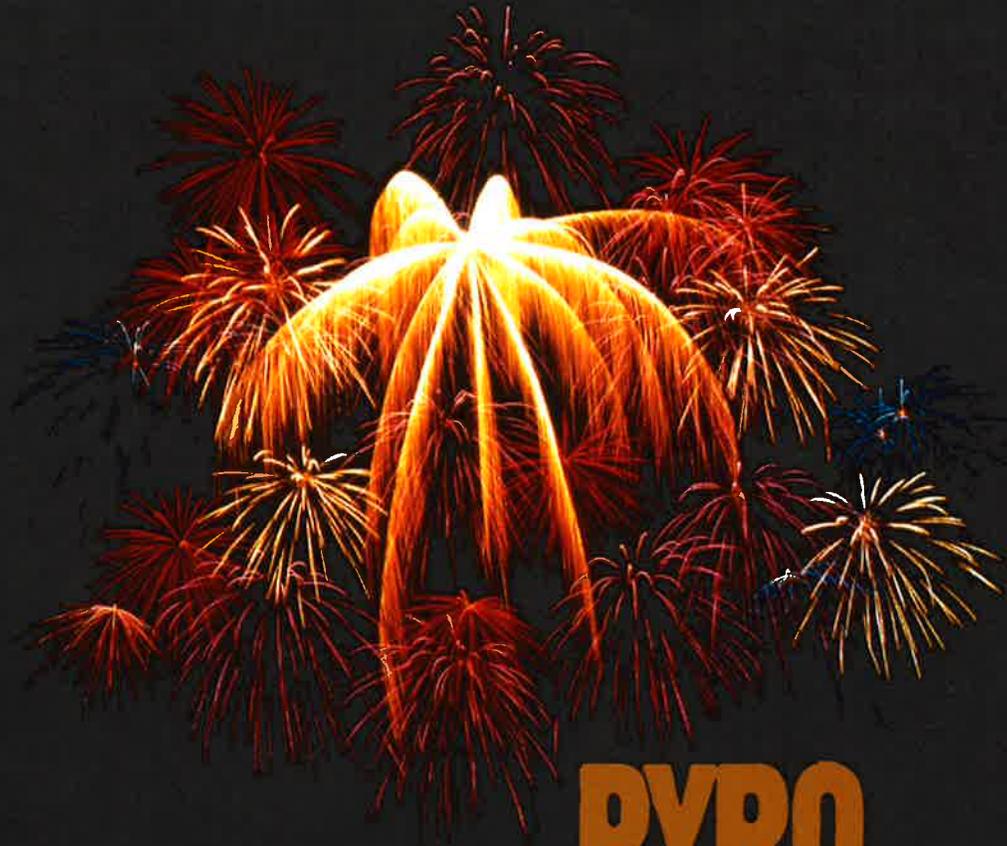
The proposed cost for the July 4th 2016 firework display is \$18,000. The show will include a variety of high level aerial shells soaring to the height of 300' up to 1,200' (See attached proposal). The location for launching the fireworks will be on the Jason Smith property managed by Valley Farms. The proposed location for the event is Patriot Park. Mayor Huerta has partnered with the American Legion to supervise the event and schedule some July 4th related activities.

REVIEWED AND RECOMMENDED:

The City promised the community that if Measure W passed, it would begin funding special events like the July 4th celebration. The Mayor and member of the City Council Agenda Review Committee recommend approval of the professional service agreement for this proposed fireworks display. The City has provided Pyro Spectaculars with a proposed professional service contract for their consideration and will also be discussing the potential savings to the City for a multiple year production contract.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY ADOPTION OF A RESOLUTION #2016-34, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH PYRO SPECTACULARS FOR PRESENTING A JULY 4TH 2006 FIRE WORK DISPLAY FOR AN AMOUNT NOT TO ANNUALLY EXCEED \$18,000.



PYRO
SPECTACULARS
by Souza

Pyrotechnic Proposal for

City of Greenfield

July 4, 2016

May 4, 2016

City of Greenfield
Susan A. Stanton
PO Box 127
Greenfield, CA 93927

Dear Ms. Stanton,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2016 Independence Day event. The following proposal outlines your custom designed Program "A" for the amount of \$18,000.00. The various fireworks elements provided are prepared to shoot from a dirt road between vineyards for 15-20 minutes.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fee and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by May 13, 2016. Your deposit and applicable fire department fees will be due May 31, 2016.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Melonee Mares at (909) 355-8120 ext. 228.

Sincerely,
PYRO SPECTACULARS, INC.


Mark Silveira
PYRO Show Producer

MS/mm

Enclosures

Pyro Spectaculars, Inc.

4406 W. Shaw Ave. #306 • Fresno, CA 93722 • Phone: (559) 645-7976 • Fax: (559) 645-7978

Proposal Outline

Product Synopsis

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



Product Synopsis • Pyrotechnic Proposal

City of Greenfield

PROGRAM A – July 4, 2016

\$18,000.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Opening Salutes	30
Total of Opening	30

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	150
◆ 4" Souza Designer Selections	90
◆ 5" Souza Designer Selections	54
Total of Main Body - Aerial Shells	294

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	500 Shots
◆ Sousa Emerald Line Custom Multishot Device	300 Shots
◆ Sousa Pearl Line Custom Multishot Device	200 Shots
Total of Pyrotechnic Devices	1,000

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	72
◆ 3" Souza Designer Bombardment Shells	75
◆ 4" Souza Designer Bombardment Shells	30
◆ 5" Souza Designer Bombardment Shells	12
Total of Grand Finale	289

Grand Total 1,613



The World of Pyro Spectaculars at your Service!



**Explosive Entertainment
For all types of events**

Full Service Productions

- Creative Show Design**
- Music and Theme Selection**
- Permit Applications**
- Insurance and Licensing**
- Set up and delivery**

Products & Effects

- Sky Concerts™**
- SOUSA™ Fireworks Brand**
- Indoor Stage /Close Proximity Pyro**
- Custom Logos**
- Propane Effects**
- Cryogenics**
- Confetti and Streamers**

Value Added Services

- In-House
Digital Recording Studio**
- State of the Art Equipment**
- 24 hour Support Staff**
- Pyro University Safety and Training
Courses**
- Fire Department Liaison**

Consultation Services

- Pyro-Program Development**
- Display Site Surveys**
- Innovative Product Development**
- Safety Analysis**

Our Commitment

FROM THE DESK OF

James Souza

PRESIDENT AND CEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pridel!

James R. Souza

RESOLUTION NO. 2016-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
PRYO SPECTACULARS FOR A FIREWORKS DISPLAY ON JULY 4, 2016**

WHEREAS, the City of Greenfield has sponsored the display for the Fourth of July celebrations for the previous years; and

WHEREAS, Pyro Spectaculars has submitted a proposal for \$ 18,000 to provide a fireworks display on July 4, 2016.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Greenfield authorizes the City Manager to enter into a contract with Pyro Spectaculars.

PASSED AND ADOPTED by the City Council of the City of Greenfield at a regular meeting duly held on the 10TH day of May, 2016, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Ann F. Rathbun, City Clerk

CITY OF GREENFIELD



CONTRACT FOR **July 4th Fireworks Display**

**CITY OF GREENFIELD
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____ 20___, by and between the City of Greenfield, California, a municipal corporation, ("City") and Pyro Spectacular Inc. ("Contractor").

1. Description of Project. City desires to retain a consultant to provide professional services relating to a Fire Works Show on July 4, 2016 ("Project").

2. Scope of Services. The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the fireworks spectacular display, including proper set up and post display cleanup, as specifically described in the Contract Documents and as set forth more particularly in Exhibit A entitled "Scope of Contractor Services" and shall complete said services in accordance with the completion schedule for them incorporated in said exhibit.

3. Changes to Scope of Work – Basic Services. City may at any time and, upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Contractor as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

4. Compensation; Retention. The CITY shall pay Contractor \$18,000.00 as full compensation for the July 4th fireworks displays, as set forth Exhibit "A", subject to any applicable adjustments provided for in the Contract Documents Contractor shall be compensated for services rendered to City pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Contractor.

5. Responsibility of Contractor. By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Contractor further warrants that it and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and will maintain same during the term of this Agreement. In addition to the foregoing, Contractor and any subcontractor providing services under this Agreement shall obtain and maintain during the term of this Agreement a valid Business License issued by City. The Contractor shall be responsible for the following:

- a. Obtain all permits and licenses and be responsible for all permit and license fees, except those issued by the City or Greenfield Fire District.
- b. Supervise and direct the Work competently and efficiently, devoting such attention as necessary thereto and applying Contractors best skill, attention and expertise at all times. Contractor shall be responsible for and have control over the techniques and procedures of the delivery and storage of the fireworks and of the performance.
- c. Be responsible to see that the Work complies with all applicable law, including local, state and federal regulation.
- d. The City will use private property for the Launch Site and Contractor. The terms of the License Agreement are hereby incorporated herein and made a part hereof

for all purposes and Contractor agrees to conform to the terms of the License Agreement and CITY'S obligations therein in all respects, including without limitation, with regard to insurance and delivery of fireworks. The parties agree that breaches of the License Agreement by Contractor shall be considered a breach of this Agreement as well.

- e. During the progress of the Work, Contractor shall provide full-time competent Project supervision and any necessary assistants. Contractor shall provide and pay for competent, suitably qualified personnel to perform the Work.
- f. All Work on CITY'S property or at the Launch Site shall be performed by employees or disclosed subcontractors of Contractor.
- g. Confine equipment and the storage of materials to the Launch Site or as otherwise directed by CITY and shall not unreasonably encumber the Launch Site or adjacent areas with equipment or other materials. Contractor shall minimize interference with CITY property or business and that of private citizens, including without limitation the owner and/or lessee of the Launch Site designated for the fireworks performance. Contractor assumes full responsibility to the owner and occupant for any damage to any land or area resulting from the performance of the Work. Should any claim be made against CITY by any private owner or occupant due to performance of the Work, Contractor shall promptly attempt to settle with such party by agreement, or otherwise resolve the claim. The general indemnification provided in this Agreement specifically, and without limitation, applies to claims arising out of Contractor's use of the Launch Site and adjacent areas.
- h. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all persons and organizations and real and personal property at the storage location, Launch Site or areas adjacent thereto that are exposed to the Work materials.

6. Indemnification. Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, and cost (including without limitation, attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's sole negligence, recklessness, or willful misconduct of Contractor hereunder or its failure to comply with any of its obligations contained in this Agreement.

7. Insurance. Contractor agrees to have and maintain the policies set forth in Exhibit B entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Entity as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Entity. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement

8. Launch Site. In the event the CITY changes the Launch Site, CITY shall give CONTRACTOR at least sixty (60) days' notice from the date the change is effective.

- a. The CITY and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to a change in the Launch Site. Any request for a compensation increase by CONTRACTOR due to a change in the Launch Site shall be accompanied by documentation detailing the additional expense(s) to the CONTRACTOR

- b. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement, then either party has the right to terminate this agreement with 45 days written notice

9. Warranties, Tests and Inspections; Correction of Defective Work. The Contractor warrants that all Work will be performed in a professional and first class manner using only new materials of the best quality available and the most current technological resources; that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement; that it has inspected the Launch Site and has satisfied itself as to the conditions thereof in all respects and agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by city, or required by law.

10. Set-up and Clean-Up: Contractor shall be responsible for all set-up, breakdown and clean-up of the areas used by the Contractor. The timing of the delivery of the fireworks to the firing location shall be coordinated with the City to ensure maximum public safety. The Contractor shall also be responsible for the removal and disposal of all spent casings and debris created by the display. The firing location must be restored to its original condition after the show. Contractor shall conduct a search of the fallout area at first light following the nighttime display and remove any shell debris. Contractor shall remove all dud material. The Contractor shall search the fallout area for duds immediately after the show using adequate lighting to ensure that the material is readily visible. All dud material must be disposed of in a safe manner, taking care to ensure against explosions or other similar safety considerations.

11. Inspections: Contractor shall be prepared for inspection on the day of the event at a time agreed upon between Contractor and Fire Chief or Designee to inspect and count the shells. Contractor shall provide total access to the City Fire Marshall at all times on the day of the display. All firework shells and boxes shall be clearly marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. All types of firework shells used shall have been tested and assigned "EX" numbers by the appropriate regulatory agency. Contractor shall email to designated City staff by June 24, 2016, a detailed, itemized, inventory shipping list of all shells for the fireworks display. The fireworks material list will be compared to actual inventory on site and shells originally bid. Failure to deliver and ignite and launch all shells will result in a prorated amount being paid to the

12. Safety Zone: The City understands that NFPA Code 1123-1995 requires a safety zone of 70 feet per inch of fireworks and City understands from past approvals that the firing area conforms to this requirement. Contractor will adjust the fireworks display for the event as necessary in order to comply with the NFPA standards

13. Licenses and Permits: Contractor represents that it holds the licenses ("Licenses") required by the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms to perform the Work. Contractor warrants and represents to City that the License shall be in full force and effect on the date of performance and further represents that it holds and will hold on the day of performance any other licenses required by any other governmental authority or agency to perform the Work. Contractor will provide City with copies of any License renewals and any additional permits that may be required during the term of the contract.

14. Compliance with Law and Other Requirements: Contractor will comply with all governmental and third party requirements and standards now in effect or enacted during the term of the contract award and applicable to Contractor, its employees, agents, and subcontractors, with respect to the Work, including the standards of the National Fire Protection Association ("NFPA").

The Contractor is assumed to be familiar with and shall comply with all applicable Federal, State, and local laws, including, without limitation, N.F.P.A. Code 1123 and the California Building Code, ordinances, rules, and regulations that may in any manner affect the Work. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.

15. Cancellation or Postponement of Events: If City elects to reschedule the production Contractor shall be paid the original Fee plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. City and Contractor shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless Contractor agrees that such rescheduling will not adversely affect normal business operations during those periods.

16. Conflict of Interest. Contractor warrants that neither Contractor, nor any of its employees, agents or subcontractors, has a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

17. Nondiscrimination. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation gender identification, or age. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

18. Independent Contractor. City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent Contractor. Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement. Contractor shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

19. Notice. Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

a. To City:

Susan Stanton, ICMA-CM
City Manager
City of Greenfield
599 El Camino Real
P.O Box 127
Greenfield, California 93927

b. To Contractor:

Mark Silveira, Show Producer
Pyro Spectacular Inc.
3196 N Locust Ave,

Nothing hereinabove shall prevent either City or Contractor from personally delivering any such notices to the other.

20. Notice to Proceed; Progress; Completion. Upon execution of this Agreement by the parties, City shall give Contractor written notice to proceed with the work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period.

21. Term; Termination. The term of this Agreement shall commence upon City's issuance to Contractor of the Notice to Proceed and shall automatically terminate upon successful breakdown and cleanup of the launch area as specified in Section 10.

22. Access to Records. Contractor shall maintain all records, documents, and similar materials relating to work performed for City under this Agreement on file for at least one (1) years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

23. Assignment. This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Contractor without the prior written consent of the other. Any attempt by City or Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Compliance with Laws, Rules, Regulations. All services performed by Contractor pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and City laws, including any rules, standards or regulations promulgated thereunder.

25. Exhibits Incorporated. All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

26. Integration; Amendment. This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

28. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

29. Waiver, Validity. Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

30. Jurisdiction. City and Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey.

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

CITY OF GREENFIELD

CONTRACTOR

Susan A. Stanton, ICMA-CM
City Manager

Pyro Spectaculars Inc
Title:

APPROVED AS TO FORM:

Bradley W. Sullivan
City Attorney

EXHIBIT A

SCOPE OF CONTRACTOR SERVICES
Product Synopsis • Pyrotechnic Proposal
City of Greenfield
PROGRAM A – July 4, 2016
\$18,000.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Opening Salutes	30
Total of Opening	30

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	150
◆ 4" Souza Designer Selections	90
◆ 5" Souza Designer Selections	54
Total of Main Body - Aerial Shells	294

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	500 Shots
◆ Sousa Emerald Line Custom Multishot Device	300 Shots
◆ Sousa Pearl Line Custom Multishot Device	200 Shots
Total of Pyrotechnic Devices	1,000

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	72
◆ 3" Souza Designer Bombardment Shells	75
◆ 4" Souza Designer Bombardment Shells	30
◆ 5" Souza Designer Bombardment Shells	12
Total of Grand Finale	289
Grand Total	1,613

Exhibit B: Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subContractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$10,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance

or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

EXHIBIT B
COMPENSATION

[include either #1 or #2 depending on whether the contract is a lump sum or hourly/not-to-exceed]

1. Base Services – Lump Sum.

City agrees to pay Contractor a fee of \$.18,000.00 Eighteen thousand dollars ("Fee") for the Production. City shall pay to Contractor \$9,000.00 (Nine thousand dollars) as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than May 31, 2016. The balance of the Fee shall be paid no later than July 5, 2016. City authorizes Contractor to receive and verify credit and financial information concerning City from any agency, person or entity including but not limited to credit reporting agencies.



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 6, 2016

AGENDA DATE: May 10, 2016

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: REVISED PURCHASE AND PROCUREMENT CODE

BACKGROUND:

The City of Greenfield's current purchasing code was adopted in 2003 and does not include many new provision outlined in state law. During the past six months, staff reviewed procurement codes from other cities in California and have developed a new comprehensive purchase code for the City of Greenfield. The proposed code provides specific requirements for the following purchasing issues not adequately addressed in the current city ordinance:

- Departmental Requisition Procedure Public Works Projects
- Abbreviated Bid Procedures for Public Projects Purchasing Process
- Formal Bid Procedures for Major Public Projects
- Open Market Procedures for Purchases and Sales Exclusive of Public Projects
- Purchases by Purchasing Agent and City Manager
- Local Use of Purchasing Orders Preference
- Written Contract Required for Public Projects and Major Acquisitions
- Application of Local Purchasing Preferences
- Local Hiring Public Works Projects
- Requirements for Contractors and Subcontractors Submitting Bids
- Disqualifications of Bidders
- Appeal Procedures

The proposed Purchasing Code includes local purchasing preference and hiring requirements that is not usually included in most municipal codes. This provision has been included as a result of the City's high unemployment and high poverty rates in the community. The City's current unemployment rate is 11.2% compared to a state unemployment rate of only 5.8%. Other

economic factors that justify this local purchasing and hiring preferences contained in AMBAG's RHNA report include but not limited to the following factors:

- The City of Greenfield has the lowest ratio of jobs/1000 population of any community in the tri-county region, the highest average household size of any community, and the highest housing units per job ratio. This is true for both year 2010 and future year 2025.
- Per U.S. Census data, the poverty rate for Greenfield is 19.5% for the period 2007-2011. The Monterey County rate is 15.1%, the Santa Cruz County rate is 13.7%, and the San Benito County rate is 11.3%.
- The Greenfield poverty rate significantly exceeds that of any county in the tri-county area and is one of the highest poverty rates for any community in the tri-county region.
- For Greenfield, the existing very low jobs/1000 population ratio, coupled with the high poverty rate and the high housing units/job ratio, is probably a significant contributing factor to the high average household size. The lack of local jobs is a major factor behind the high housing units per job ratio.
- Because of the lack of local jobs, high unemployment, and high poverty rate, local residents of necessity must share housing with others. It is not the lack of affordable housing that drives the high average household size, but, rather, the lack of local jobs.
- Data from AMBAG, *Monterey Bay Area 2008 Regional Forecast*, identifies for Greenfield a worsening of the jobs/1000 population and housing units/jobs ratios between the years 2010 and 2025. If this projection becomes a reality, that would be a very alarming situation for the community. It would indicate continued high unemployment and high poverty rates; rates that would significantly exceed those of nearly all, if not all, other communities in the tri-county region. Clearly, significant efforts to increase the number of local jobs are required.
- The tri-county population is projected to increase by 15% from 2010 to 2025. During this same timeframe, the City of Greenfield is projected to increase its population by 40%. The south county region that includes the cities of Gonzales, Soledad, Greenfield, and King City is the area of greatest future population growth within the tri-county area. With the planned Walnut Avenue commercial/retail area development, continued development of the Yanks Air Museum and related commercial/retail development activities, and other city initiated economic development opportunities, it is anticipated there will be a significant increase in the number of available local jobs over the timeframe of this RHNA study analysis. As employment opportunities increase in the Greenfield area, so too will the demand for housing.

As specified in the City's current purchasing code, the city manager is designated as the purchasing authority for the city but this authority may be delegate to department heads or any other city employee as is the current practice. The purchase of equipment, supplies, materials, general services and professional services shall be by bid or Request for Proposal however this

may be suspended in the event of an emergency for projects related to abatement of the impacts or effects of such emergency. The proposed code requires the City Council to ratify such emergency suspension of procedures within seventy-two (72) hours and consider whether further suspension of procedures is required to abate the impacts of the emergency.

The proposed code requires that Contracts for public works projects valued at twenty-five thousand dollars (\$25,000) or more shall be by written bid and contract. Contracts for public works projects estimated in value in excess at two-thousand-five-hundred dollars (\$2,500) or more but less than twenty-five-thousand dollars (\$25,000) may be made by the City in the open market. Contracts for public works projects estimated in value to be less than two-thousand-five-hundred dollars (\$2,500) may be let without informal bids or quotes, subject, however, to fair, just and equitable terms and conditions of purchase, and recognizing the need for fair competition in the conduct of such purchases. Contracts for City-funded public works construction projects valued in excess of twenty-five thousand dollars (\$25,000), and contracts for City-funded alteration, demolition, repair or maintenance projects valued in excess of fifteen thousand dollars (\$15,000), shall require payment of prevailing wages in accordance with the requirements of the California Labor Code.

The proposed code also outlines the purchasing process for formal bids, informal bidding, contracts for professional services and the process for determining the lowest responsive bid and protest procedures. The proposed code also includes provisions prohibiting any officer or employee of the City from assisting a bidder or favor one bidder over another, or give or withhold information from any bidder not given or withheld from all other bidders, or willfully mislead any bidder in regard to the character of the materials or supplies of a quality inferior to that called for by the contract.

The proposed local purchasing preference is based on the City's finding that local businesses contribute significantly to the economic health of the city and to the quality of life of the city's residents and visitors. The code states that the City Council encourages the growth of local businesses by means of increasing the participation of local businesses in the city's purchasing of goods and services through the adoption and the implementation of local purchasing regulations. In determining the lowest responsible, responsive bidder, bidders who qualify as a local business enterprise (defined by the code) shall receive a ten-percent preference. If application of the ten-percent preference results in a responsible, responsive local business enterprise's bid being at or lower than the non-local business enterprise, the contract shall be awarded to the local business enterprise at the local business enterprise's bid amount.

For public works contracts, in determining the lowest responsible, responsive bidder, bidders who qualify as a local business enterprise shall receive a five-percent preference. The code contains nine exceptions to the local purchasing preference which address grant prohibitions, sole source purchases, cooperative purchasing, etc.

The proposed code also includes a local hiring provision for public works that encourages contractors who receive City public works contracts to hire residents of the Monterey Bay Area. Specifically, the code requires that all City contracts for public works subject to the formal bidding requirements shall contain provisions which the contractor promises to make a good

faith effort to hire qualified individuals who are residents of the Monterey Bay Area in sufficient numbers so that no less than 50% of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents. Monterey Bay Area includes the counties of Monterey, San Benito and Santa Cruz.

BUDGET AND FINANCIAL IMPACT:

Having a local hiring and purchasing provision that encourages contractors who receive City public works contracts to hire residents of the Monterey Bay Area will assist in promoting employment opportunities in the Community. However, it will also increase the cost of city projects if potential contractors have to expend dollars recruiting local qualified people for jobs instead of their own work force. The City does not issue large public contracts frequently so it is unknown what the financial impact this provision might have in the future. The code does ensure that any person that submits false information or fails to disclose material information in order to qualify for the local preference must pay the city any difference between the contract amount and what the city's cost would have been if the contract had been properly awarded; and be prohibited from bidding on any city contract or receiving any city contract for a period of three years of the discovery of facts supporting the same.

REVIEWED AND RECOMMENDED:

Having a comprehensive purchase and procurement code will provide the City with strong internal and external controls will ensure proper use of taxpayer dollars. The proposed code also provides that any decisions of the department head or city manager, other than bid protests which are heard separately under Section 3.12.052 may be appealed by the affected contractor to the city council. These types of appeals of decisions must be initiated within ten days of the decision to ensure that they are appropriately addressed and resolved.

CONSEQUENT ACTION:

Once this code is approved and adopted the city manager will develop and adopt a Purchasing Manual relating to rules, regulations and procedures to implement this procurement code.

POTENTIAL MOTION:

I MOVE TO READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD ADOPTING A NEW PURCHASING SYSTEM, CHAPTER 3.12 OF THE CITY OF GREENFIELD MUNICIPAL CODE AND REPEALING ANY AND ALL PREVIOUS ORDINANCES PERTAINING THERETO

ORDINANCE NO.

ADOPTION OF PURCHASING SYSTEM, CHAPTER 3.12 OF THE GREENFIELD MUNICIPAL CODE AND REPEALING ANY AND ALL PREVIOUS ORDINANCES PERTAINING THERETO

THE CITY COUNCIL OF THE CITY OF GREENFIELD does ordain as follows:

Section 1. Ordinance Numbers 152, 228, 354, 373,394, 442 and all other ordinances and parts of ordinances in conflict with this ordinance are hereby repealed in their entirety.

Section 2. The City Council of the City of Greenfield hereby adopts Chapter 3.12 Purchasing System, of the Greenfield Municipal Code as follows:

**Chapter 3.12
PURCHASING SYSTEM**

- 3.12.010 Adopted--Purpose**
- 3.12.020 Purchasing Authority Designated--Department Head Powers And Duties**
- 3.12.030 Agreements with Other Governmental Agencies Bidding**
- 3.12.040 Departmental Requisition Procedure Public Works Projects**
- 3.12.050 Abbreviated Bid Procedures for Public Projects Purchasing Process**
- 3.12.051 Contractor List Determination of Lowest Bid**
- 3.12.052 Notice Inviting Abbreviated Bids Bidder Protest Procedures**
- 3.12.053 Formal Bid Procedures for Major Public Projects Contracts for Professional Services**
- 3.12.060 Open Market Procedures for Purchases and Sales Exclusive Of Public Projects Purchases by Purchasing Agent and City Manager**
- 3.12.061 Splitting Purchases Prohibited**
- 3.12.062 Inspection Testing**
- 3.12.063 Surplus Supplies and Equipment**
- 3.12.064 Conflict of Interest in Contract**
- 3.12.065 Bidder Interference**
- 3.12.066 Acceptance of Gifts**
- 3.12.070 Local Use of Purchasing Orders Preference**
- 3.12.071 Encumbrance of Funds Only In Cases of Emergency Definitions**

- 3.12.072 Written Contract Required for Public Projects and Major Acquisitions and Sales Application of Local Purchasing Preferences Where Price is the Determining Factor**
- 3.12.073 Application of Local Purchasing Preferences Where Price is not the Determining Factor**
- 3.12.074 Application of Local Purchasing Preferences: Public Works Contracts**
- 3.12.075 Exceptions to Local Purchasing Preferences**
- 3.12.076 Violations and Sanctions**
- 3.12.080 Local Hiring Public Works Projects: Purpose Dollar Limits For Approvals**
- 3.12.081 Inspection, Testing and Acceptance Responsibility Definitions**
- 3.12.082 Exceptions**
- 3.12.083 Requirements for Contractors Submitting Bids**
- 3.12.084 Requirements for Prospective Subcontractors**
- 3.12.085 Non-Responsive Bids**
- 3.12.086 Required Documentation**
- 3.12.087 Forms Submitted Under Penalty of Perjury**
- 3.12.088 Disqualifications**
- 3.12.090 Surplus Supplies and Equipment City Attorney Prosecution**
- 3.12.091 Appeals**
- 3.12.092 Initiation of Appeals**
- 3.12.093 Appeal Procedure**
- 3.12.094 Rules and Regulations**

3.12.010 Adopted--Purpose:

In order to establish efficient procedures for the acquisition of supplies, services and equipment at the lowest possible cost commensurate with quality needed, to dispose of surplus personal property to the best advantage of the city, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted. (Ord. 518 §1, 2016)

3.12.020 Purchasing Authority Designated--Department Head Powers And Duties:

The city manager is designated as the purchasing authority for the city. He/she may delegate the duties of purchasing to department heads or any other city employee. The purchasing authority is to:

- A. Purchase or contract for supplies, services and equipment required by any using department in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the city manager shall adopt for the internal management and operation of the purchasing procedures and such other rules and regulations as shall be prescribed by the city council.
- B. Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment.
- C. Act to procure for the city the needed quality in supplies, services and equipment at the least expense to the city.
- D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.
- E. Prepare and recommend to the city council rules governing the purchase of supplies, services, and equipment for the city.
- F. Prepare and recommend to the city council revisions and amendments to the purchasing rules.
- G. Prescribe and maintain such forms as reasonably necessary for the operation of this chapter and other state or federal rules and regulations.
- H. Inspect all supplies, services and equipment purchased to ensure conformance with specifications.
- I. Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment.
- J. Maintain a bidder list, vendor's catalog file and records needed for the efficient operation of the purchasing procedures.
- K. Join with other governmental agencies in joint purchasing endeavors where the purchasing procedures substantially conform to this chapter and state law. City purchases may be made by taking advantage of valid contract terms that have been negotiated by another governmental agency subject to section 3.12.030 of this chapter.

3.12.030 Bidding:

The purchase of equipment, supplies, materials, general services and professional services shall be by bid or Request for Proposal as set forth in Sections 3.12.040, 3.12.53 and 3.12.070 herein. Formal bidding shall be dispensed with in the following situations:

- (a) In the event of an emergency City Manager may order the suspension of normal bidding or purchasing requirements for projects related to abatement of the impacts or effects of such emergency. An "emergency" exists if:
 - 1. There is a great public calamity;
 - 2. There is immediate need to prepare for national or local defense;
 - 3. There is a breakdown in machinery or an essential service which requires the immediate purchase of supplies or services to protect the public health, welfare or safety;
 - 4. An essential operation affecting the public health, welfare or safety would be greatly hampered if the prescribed purchasing procedure would cause an undue delay in the procurement of the needed item or service.

The City Council shall, if possible, ratify such emergency suspension of procedures within seventy-two (72) hours and consider whether further suspension of procedures is required to abate the impacts of the emergency.

- (b) For the purchase of equipment, supplies, materials or services of a value less than that subject to the provisions of Section 3.12.050 (a) or for public works projects of a value less than that subject to the provisions of Section 3.12.040 (a) herein;
- (c) In the event the contract and/or purchase contemplated is capable of being performed as follows: By a sole provider such as a public utility or the holder of an exclusive patent or franchise; by another governmental agency; through purchasing contracts negotiated by another governmental agency utilizing acceptable bidding procedures; when purchasing used equipment. Such purchases are subject to fair, just and equitable contract conditions. The award of all such contracts valued at twenty-five-thousand dollars (\$25,000) or more is subject to City Council approval.
- (d) The following rules must be met in every instance in which the city desires to suspend the normal bidding or purchasing requirements set forth in subsection (a)(4) above:
 - 1. The city manager must approve of the use of the exception for a given purchase;
 - 2. The purchasing officer must determine that the bid to be relied upon was made within the preceding twelve months in accordance with applicable law;

3. The purchasing officer must determine that there has been no significant change to the price of the item to be purchased since the time that the relied-upon bid was awarded;
4. If the bid to be relied upon was made by an entity located outside of Monterey County, the purchasing officer must confirm that there is no reason to believe that there would be a significant price difference in the item to be purchased based on the location of available vendors;
5. The city may only purchase the desired supplies or equipment from the vendor identified as the lowest responsible bidder in the relied-upon bid.
6. This exception may not be used for any purchase for which bidder's security is required by law;
7. Staff must prepare a report to the city council setting forth compliance with the aforementioned rules, and the city council must approve the proposed purchase at a regular meeting of the city council

3.12.040 Public Works Projects:

(a) Public Bidding - Formal bid and Contract Procedure

Contracts for public works projects valued at fifty-thousand dollars (\$25,000) or more shall be by written bid and contract, in accordance with the provisions set forth in this chapter, or as required by law.

(b) Local Hire Standards

All City contracts for public works projects subject to formal bidding requirements shall contain provisions for a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area, in accordance with the provisions set forth in this article unless excepted under Section 3.12.082

(c) Open Market Procedure

Contracts for public works projects estimated in value in excess at two-thousand-five-hundred dollars (\$2,500) or more but less than Twenty-five-thousand dollars (\$25,000), as such amounts may be amended as set forth in (a) above and (d) below, may be made by the City in the open market. Open market contracts shall, unless infeasible, be based on at least three informal bids or quotes and shall be awarded to the lowest responsible bidder.

(d) Purchases less than \$2,500

Contracts for public works projects estimated in value to be less than two-thousand-five-hundred dollars (\$2,500) may be let without informal bids or quotes, subject, however, to fair, just and

equitable terms and conditions of purchase, and recognizing the need for fair competition in the conduct of such purchases.

(e) Prevailing Wages

Contracts for City-funded public works construction projects valued in excess of twenty-five thousand dollars (\$25,000), and contracts for City-funded alteration, demolition, repair or maintenance projects valued in excess of fifteen thousand dollars (\$15,000), shall require payment of prevailing wages in accordance with the requirements of the California Labor Code

3.12.050 Purchasing Process:

(a) Formal Bid Procedure

Purchases of supplies, materials, services (other than professional services), and equipment valued at twenty-five-thousand dollars (\$25,000) or more shall be by written bid and contract pursuant to the procedure prescribed herein.

1. Notice inviting bids. Notices inviting bids and specifying the time and place of opening shall be published at least ten days prior to the opening of the bids. Notice shall be published at least once in a newspaper of general circulation within the City.
2. Receipt and opening of bids. All bids shall be sealed, identified on the envelope, and submitted to the City at or before the time specified on the notice. At the time and place specified, the bids shall be publicly opened and read. Any bid received after commencement of bid opening shall be rejected and returned unopened.
3. Bidders' security. At the discretion of the City, each bid may be required to be accompanied by a bid deposit or bond equal to at least ten percent (10%) of the bid amount, as set forth in the bid specifications.
4. Award of Bid. The City Council shall award the contract to the lowest responsible bidder whose bid complies with the specification. In determining responsibility, the City Council shall consider the known reliability, resources, experience, integrity, and the reputation for workmanship of the various bidders. The City Council may waive any informalities or minor irregularities in bids received. Compliance with bid specifications shall be determined by the City Council in the event of a challenge.
5. Rejection of bids. The City Council may reject any and all bids presented, and may, in its discretion, re-advertise for other bids.
6. Unacceptable bids or no bids received. After rejecting bids, the City Council may determine and declare by resolution that the equipment, supplies, materials or services may be more economically or satisfactorily purchased or secured in the open market and direct the purchase of such equipment, supplies, materials or securement of services on the open market by direct negotiations.

7. Tie bids. If two or more low bids received are for the same total amount or unit price, quality and service being equal, the City may re-advertise for bids, draw lots or accept the one it chooses.

(b) Informal Bid Procedure

1. Purchase of supplies, materials, services and equipment estimated in value at three thousand dollars (\$3,000) or more and Twenty-five thousand dollars (\$25,000) or less may be made by the City informally without observing the formal bidding procedures prescribed in subsection (a) of this section. Such purchases shall, unless infeasible, be based on at least three informal bids or quotes and shall be awarded to the lowest responsible bidder.

2. Purchases of vehicles, rolling stock and similar equipment estimated in value at five thousand dollars (\$5,000) or more and thirty-five thousand dollars (\$35,000) or less may be made by the City informally without observing the procedures prescribed in subsection (a) of this section. Such purchases shall, unless infeasible, be based on at least three informal bids or quotes and shall be awarded to the lowest responsible bidder.

(c) Purchases less than \$2,500

Purchases of supplies, materials, services and equipment estimated in value to be less than two-thousand-five-hundred dollars (\$2,500) may be made without informal bids or quotes, subject, however, to fair, just and equitable terms and conditions of purchase.

(d) Purchases through Cooperative Purchases Contracts

1. A cooperative procurement contract negotiated by another governmental agency may be utilized for the purchase of goods, services and/or supplies if it meets all of following:

a. It is in the best interest of the City.

b. It was competitively awarded using a process that complies with the policies, rules and regulations as approved by the Purchasing Agent or their designee.

3.12.051 Determination of Lowest Responsible Bid:

In determining the lowest responsible bid, criteria will include, but not be limited to, the following:

(a) The extent to which the offer meets the requirements and specifications of the city;

(b) Long-term and short-term costs to the city, including maintenance;

(c) Impact on operational efficiency, which includes delivery requirements;

(d) Reliability of the suppliers to provide and warranty the items procured;

(e) Financial stability of the bidder

3.12.052 Bidder Protest Procedures:

The following procedures shall apply to bidder protest(s):

a. Grounds for protest. Authority to protest shall be limited to bidding vendors. A written protest may be filed based on the following grounds:

i. Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents.

ii. Such other grounds as would create a cause of action at law or in equity.

b. Bidder protests must be submitted, in writing within five (5) business days prior to award of contract. Protests will be accepted in person or via mail, either delivery shall be to City of Greenfield, Administrative Service Department, 599 El Camino Real, Greenfield CA 93927. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the Administrative Services Department by telephone, fax, or email.

The written formal protest must contain the following:

i. Identification of the specific City Purchasing Code or other statutory or regulatory provision(s) that the buyer or department is alleged to have violated;

ii. Description of each act alleged to have violated the statutory or regulatory provision(s) identified above;

iii. A precise statement of the relevant facts that includes dates, timelines and involved parties, and all supporting documents. Supporting documentation not submitted within the five (5) business days may not be reviewed;

iv. An identification of the issue(s) that need to be resolved that support the protest;

v. A statement of the form of relief requested.

c. If a timely protest is filed, Administrative Services shall notify the involved department(s) and any further action related to the bidding process shall be suspended until a determination is made on the merits of the protest.

d. Administrative Services will conduct an investigation, gather information, prepare documentation of its findings and make a decision as to the protest and so inform the involved department(s). Administrative Services will then notify the protest bidder(s), in writing.

e. The notice to the protester shall state the basis of bidder's protest(s), the results of the investigation, findings and reasons for the action taken and delivered, in writing, to the protesting bidder(s).

3.12.53 Contracts for Professional Services:

Professional services are defined as those provided by a person or firm engaged in a profession based on a generally recognized special knowledge or skill, including, but not limited to, the professions of accountant, attorney, artist, architect, engineer, environmental consultant, dentist, physician, training or educational consultant, or surveyor, and whose services are considered distinct and unique to such a degree that bidding of such services would not be feasible.

(a) Formal Contracts

Award of contracts for services of a professional nature valued at twenty-five-thousand dollars (\$25,000) or more shall be subject to City Council approval pursuant to the procedure prescribed herein.

1. Request for Proposal. When selecting providers of professional services, Requests for Proposal shall be used when feasible. Requests for Proposal shall specify the deadline and place for submission, the nature of the services required, and the selection criteria to be used for awarding the contract.
2. Award of Contract. Except as otherwise provided herein, the City Council shall award a contract based on firm qualifications, experience and responsiveness, in addition to any other criteria set forth in the Request for Proposal.
3. Rejection of Proposals. The City Council may reject any and all proposals submitted and may, in its discretion, re-advertise for other proposals.

(b) Informal Proposal

Contracts for professional services in excess of two-thousand-five-hundred dollars (\$2,500) but not exceeding twenty-five-thousand dollars (\$25,000), may be made by the City informally without observing the procedures prescribed in Section 3.12.53 (a). Such contracts shall, unless infeasible, be based on at least three informal proposals and shall be awarded based on firm qualifications, experience and responsiveness, in addition to other appropriate criteria.

(c) Contracts less than \$2,500

Contracts estimated to be less than two-thousand-five-hundred dollars (\$2,500) in cost may be let without informal proposals subject however, to fair, just and equitable contract terms and conditions

3.12.060 Purchases by Purchasing Agent and City Manager Only:

All purchases whatsoever shall be made only by the purchasing agent or, where specifically provided for in this article, by the city manager, and no such purchase for the use of the city or any department thereof shall be valid or binding upon the city unless made by the purchasing agent or where authorized by the city manager.

3.12.061 Splitting Purchases Prohibited:

No acquisition of equipment, materials, supplies, or contractual services from a single vendor or provider shall be accomplished by the issuance of several purchase orders for portions thereof.

3.12.062 Inspection and Testing:

The City shall inspect supplies and equipment delivered and contractual services performed to determine their conformance with the specifications set forth in the order or contract. The City shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

3.12.063 Surplus Supplies and Equipment:

The City shall have authority to, in the most equitable manner, dispose of all supplies and equipment which cannot be used by any department or which have become unsuitable for City use, or to exchange the same for, or trade in the same on, new supplies and equipment.

3.12.064 Conflicts of Interest in Contracts:

In accordance with Government Code Section 1090, no contract for any purchase of goods, labor or service, or any sale of City property in which any officer or employee is or becomes interested shall be allowed, and the resulting contract or sale shall be void.

3.12.065 Interference with Misleading, etc., Bidders Prohibited:

No officer or employee of the City shall aid or assist a bidder in securing a contract to furnish labor, materials or other supplies or favor one bidder over another, or give or withhold information from any bidder not given or withheld from all other bidders, or willfully mislead any bidder in regard to the character of the materials or supplies of a quality inferior to that called for by the contract or knowingly certify to a greater amount of labor performed or material or supplies furnished than has, respectively, been performed or received.

3.12.066 Acceptance of Gifts, etc., by City Employees Prohibited:

No officer or employee of the City may accept, directly or indirectly, any gift, rebate, money, or anything else of value whatsoever from any person or entity if the gift, rebate, money, or item of value is intended as a reward or inducement for conducting business, placing orders with, or otherwise using the employee's position to favor the contributor. Promotional items of nominal value, such as calendars, pens, balloons, etc., shall not constitute a gift if received as a non-personal item by the officer or employee, and the item is distributed to customers or potential customers routinely by the contributor.

3.12.070 Local Purchasing Preference:

Local businesses contribute significantly to the economic health of the city and to the quality of life of the city's residents and visitors. The Greenfield City Council encourages the growth of local businesses by means of increasing the participation of local businesses in the city's purchasing of goods and services through the adoption and the implementation of local purchasing regulations. Current purchasing regulations maximize competition and allow the city to obtain the best price and value for its purchases and contracts and allow for efficient procurement of goods and services with a minimum expenditure of administrative resources. Open competition is a fundamental component of the city's procurement process and this will continue through implementation of the city's local purchasing regulations.

3.12.071 Definitions:

- (a) "Bid" or "bids" shall include any competitive bid submitted at the invitation of the city.
- (b) "Bidder" shall mean any person, including any corporation or other business entity, who submits a response to a competitive invitation from the city.
- (c) "City" shall mean the City of Greenfield acting through the city council, the city manager, the purchasing agent or such other person who is authorized under the city Code or otherwise duly designated to procure and execute contracts on behalf of the city.
- (d) "Local business enterprise" means a business enterprise, including but not limited to, a sole proprietorship, partnership or corporation, which has a legitimate business presence in the city of Greenfield. Evidence of a legitimate business presence in the city of Greenfield shall include:
 - (1) Having a current city of Greenfield business license;
 - (2) Having its principal business office within the city of Greenfield and employing at least one full-time employee within the city of Greenfield;
 - (3) Being current on all city of Greenfield taxes, fees, assessments, and fines;
 - (4) Not subject to enforcement action by the city or in litigation with the city;
 - (5) Began doing business within the city of Greenfield at least one year prior to the city's inviting bids or quotations for the respective purchases or is a newly established business enterprise which is owned by an individual(s) formerly employed by a local business enterprise, as defined in this subsection, for at least two years immediately prior to the issuance of either a request for competitive bids or request for qualifications from the city; and
 - (6) Submitting a declaration of local business enterprise on a form provided by the City.

- (e) "Purchase" shall mean the acquisition of those supplies, materials, equipment or service bought in a single transaction from a single vendor.
- (f) "Responsible" shall mean a bidder's quality, fitness, and capacity to perform or otherwise meet the particular requirements of the proposed work or service.
- (g) "Responsive" shall mean a bidder's compliance with the solicitation instructions.

3.12.072 Application of Local Purchasing Preference—Procurement of Goods, Supplies, Equipment, Materials, Services Where Price is the Determining Factor:

For purchases and procurements of goods, supplies, equipment, materials, and services where price is the determinative factor, the local preference established under this article shall be applied as follows:

- (a) In determining the lowest responsible, responsive bidder, bidders who qualify as a local business enterprise shall receive a ten-percent preference. If application of the ten-percent preference results in a responsible, responsive local business enterprise's bid being at or lower than the non-local business enterprise, the contract shall be awarded to the local business enterprise at the local business enterprise's bid amount.
- (b) If equal bids are submitted by a local business enterprise and a non-local business enterprise, the contract shall be awarded to the local business enterprise.

3.12.073 Application of Local Purchasing Preference—Procurement of Services Where Price is not the Determining Factor:

Where competitive bidding is utilized for those services where price is not the determining factor and where such services would otherwise be excepted from the competitive bidding requirements including but not limited to contracts covered by the Little Brooks Act (California Government Code section 4525, et seq.) the local preference established under this article shall be applied as follows:

- (a) In determining the best-qualified and responsible, responsive bidder, bidders who qualify as a local business enterprise shall receive a credit of ten-percent of the total points.
- (b) If equal scores result from the evaluation process for a local business enterprise and a non-local business enterprise, the contract shall be awarded to the local business enterprise.

3.12.074 Application of Local Purchasing Preference—Public Works Contracts:

Consistent with the competitive bidding requirement of this Article, a local preference shall be applied to public works contracts as follows:

- (a) For purposes of this section only and the application of the local preference for public works contracts, a local business provider shall be defined as:
- (1) Having a current city of Greenfield business license;
 - (2) Having its principal business office established at an office space and not a personal residence located within the tri-county area (Monterey County, San Benito County, Santa Cruz County) and employing at least one full-time employee within the tri-County area;
 - (3) Being current on all city of Greenfield tax, fees, assessments, and fines;
 - (4) Not subject to enforcement action by the city or in litigation with the city;
 - (5) Began doing business within the tri-county area at least two years prior to the city's inviting bids or quotations for the respective project or is a newly established business enterprise which is owned by an individual(s) formerly employed by a local business enterprise, as defined in this section, for at least two years immediately prior to the issuance of either a request for competitive bids or request for qualifications from the city;
 - (6) Submitting a declaration of local business enterprise on a form provided by the city.
- (b) In determining the lowest responsible, responsive bidder, bidders who qualify as a local business enterprise shall receive a five-percent preference. If application of the five-percent preference results in a responsible, responsive local business enterprise's bid being at or lower than the non-local business enterprise, the contract shall be awarded to the local business enterprise at the local business enterprise's bid amount.
- (c) If equal bids are submitted by a local business enterprise and a non-local business enterprise after application of the five-percent local preference, the contract shall be awarded to the local business enterprise.

3.12.075 Exceptions to Local Purchasing Preference:

The local preferences established in this article shall not be applicable to:

- (1) Public works contracts where the funding or applicable regulations prohibit the use of preferences.
- (2) Grant agreements where use of a preference is prohibited.
- (3) Agreements for the design, fabrication or installation of art.

- (4) Sole source purchases where the supplies, materials or equipment can be obtained from only one vendor or manufacturer.
- (5) Unique services purchases where the purchasing agent and the city council determine that an unusual circumstance or situation exists that make the application of the local preference contrary to the public interest.
- (6) Leases, licenses or other interests in property.
- (7) Cooperative purchasing.
- (8) Emergency purchases.
- (9) Purchases where the funding source prohibits the use of preferences.

3.12.076 Violations and Sanctions:

Any person that submits false information or fails to disclose material information in order to qualify for the local preference pursuant to this article shall:

- (a) Pay the city any difference between the contract amount and what the city's cost would have been if the contract had been properly awarded; and
- (b) Be prohibited from bidding on any city contract or receiving any city contract for a period of three years of the discovery of facts supporting the same.
- (c) Any person who is sanctioned pursuant to this section may appeal the sanction to the city council. Appeals shall be in writing, shall be submitted to the city clerk within ten days of the date of the sanction, and shall clearly state the basis of the appeal. Grounds not stated in the appeal may not be considered

Local Hiring for Public Works Projects

3.12.080 Purpose:

The purpose of this article is to create a policy that encourages contractors who receive City public works contracts to hire residents of the Monterey Bay Area. Unless excepted under Section 3.12.082 herein, all City contracts for public works subject to the formal bidding requirements set forth in section 3.12.040 (a) of this chapter shall contain provisions pursuant to which the contractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area in sufficient numbers so that no less than 50% of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

3.12.081 Definitions:

Unless the context otherwise requires, the following definitions shall govern the construction of this article:

- (a) Contractor. Any person or entity, which, pursuant to a written agreement or purchase order, provides labor or materials on public works projects for the City.
- (b) Days. Means calendar days unless otherwise specified.
- (c) Qualified Individual. A person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified state or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.
- (d) Monterey Bay Area. Includes the counties of Monterey, San Benito and Santa Cruz.
- (e) Public Works Project. A project of public works improvement which is let by contract pursuant to the formal bidding procedures set forth in section 3.12.040 (a) of this code.
- (f) Resident of the Monterey Bay Area. An individual who is domiciled within the boundaries of the Monterey Bay Area immediately preceding the date of the bid advertisement by the City and who can verify his or her domicile upon request of the contractor or City by producing documentation such as rent/lease agreement, telephone and utility bills or payment bills, a valid California driver's license or identification card, and/or any other similar, reliable evidence that verifies that the individual is domiciled within the Monterey Bay Area.
- (g) Subcontractor. Any person or entity, which, pursuant to an agreement or purchase order with a City contractor or another subcontractor, participates in the provision of labor or materials on public works projects for the City.

3.12.082 Exceptions:

The provisions of this article shall not apply under the following circumstances:

- (a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (b) Whenever the City, in accordance with the requirements of this Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare.
- (c) Whenever the City determines that a suitable pool of persons providing specialized skills , does not exist locally for a specific public works project.

Whenever an exception is imposed, the basis of the exception shall be included in the staff report to the City Council.

3.12.083 Requirements for Contractors Submitting Bids:

(a) A contractor who is submitting a formal bid to the City for a public works project must promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

(b) A "good-faith" effort means the contractor will take the following or similar actions to recruit and maintain Monterey Bay Area residents as part of the construction workforce:

1. Contact local recruitment sources to identify qualified individuals who are Monterey Bay Area residents;
2. Advertise for qualified Monterey Bay Area residents in trade papers and newspapers of general circulation in the Area, unless time limits imposed by City do not permit such advertising.
3. If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose workforce includes Monterey Bay Area residents; and
4. Develop a written plan to recruit Monterey Bay Area residents as part of the construction workforce.

(c) Every bidder must complete and sign under penalty of perjury a Certification of Good-faith Effort to Hire Monterey Bay Area Residents, on the form provided in the City's bid package, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certificate documentary evidence supporting bidder's promise to meet or make a good-faith effort to meet the local hiring goal.

(d) Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance under this article.

(e) Prior to submitting bids, bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to section 3.12.088 herein. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

(f) Contractors who have been disqualified pursuant to section 3.12.088 herein may not submit bids during the period of disqualification. Any bid received from a bidder who is currently disqualified will be returned to the bidder unopened.

3.12.084 Requirements for Prospective Subcontractors:

(a) Any subcontractor for work, laborers or materialmen relating to a project subject to this article will be required, in his or her contract with the prime contractor, to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area.

(b) A “good-faith effort” means the subcontractor will take actions such as those required of contractors pursuant to section 3.12.083(b) above to recruit and maintain Monterey Bay Area residents as part of subcontractor’s workforce. Subcontractor shall maintain documentary evidence of such actions.

(c) Subcontractors who have been disqualified pursuant to section 3.12.088 herein may not be listed in a prime contractor’s bid for a City public works project and may not submit bids during the period of disqualification.

3.12.085 Non-Responsive Bids:

The City may declare a bid to be non-responsive under the provisions of this article for good cause including, but not limited to, the following circumstances:

(a) If a bidder fails to complete and sign under penalty of perjury the Certification of Good-Faith Effort to Hire Monterey Bay Area residents and to submit said Certification with his or her sealed bid no later than the date and time of the bid opening; or

(b) If a bidder fails to comply with the good-faith effort requirements set forth in section 3.12.083(b) herein; or

(c) If a bidder or a subcontractor listed by the bidder has been disqualified pursuant to section 3.12.088 herein or any other disqualification action.

3.12.086 Required Documentation:

During the performance of the contract, the contractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent and temporary employees. Contractor shall require any and all subcontractors on the project to maintain records of the same information for subcontractor’s work force on the project and shall require subcontractor to provide a copy of those records to contractor upon contractor’s request. Contractor shall make contractor’s and subcontractor’s records available to the City, upon request, within five working days.

3.12.087 Forms Submitted Under Penalty of Perjury:

All forms required under this article shall be attested to as true as to the information set forth therein and shall be submitted under penalty of perjury.

3.12.088 Disqualification:

If the City finds that a contractor to whom a City contract for public works has been awarded, or a subcontractor listed by contractor on a public works project, has failed to comply with the good-faith hiring provisions of Section 3.12.083 (b) during the performance of the contract, the City may disqualify the contractor and/or subcontractor from bidding or being listed in any bid on any City contract for public works for a period of one (1) year from the date of the City's disqualification for a period of three (3) years. The Administrative Service Department shall keep a current list of all disqualified contractors and subcontractors on file.

3.12.090 City Attorney Prosecution:

If the City Attorney has reasonable cause to believe that any contractor or subcontractor has knowingly committed any of the acts or omissions set forth in this article, the City Attorney may prosecute pursuant to the provisions of Chapter 1.10, Civil Enforcement, of this code.

3.12.091 Appeals:

To avoid results inconsistent with the purposes of this article, decisions of the department head or city manager, other than bid protests which are heard separately under Section 3.12.052 may be appealed by the affected contractor to the city council.

- (a) Appeals by Contractor. Appeals of decisions shall be initiated within ten days of the decision. The city shall be considered an interested party.
- (b) Time Limits. When the appeal period ends on a day when the city offices are not open to the public for business, the time limits shall be extended to the next full working day.

3.12.092 Initiation of Appeals:

(a) Filing of Appeals. An appeal shall be filed with the city clerk on a form provided and shall state, as appropriate, any of the following:

- (1) A determination or interpretation is not in accord with the purposes of this article;
- (2) There was an error or abuse of discretion;
- (3) The record includes inaccurate information; or
- (4) A decision is not supported by the record.

(b) Effect on Decisions. Decisions that are appealed shall not become effective until the appeal is resolved.

3.12.093 Appeal Procedure:

(a) Appeal Hearing Date. An appeal shall be scheduled for a hearing before the City Council within thirty days of the city's receipt of an appeal unless the contractor and city consent to a later date.

- (b) Notice and Public Hearing. An appeal hearing shall be a public hearing. Notice of the public hearing shall be mailed or delivered to the contractor within ten days.
- (c) Hearing. At the hearing, the City Council shall review the record of the decision and hear testimony of the contractor and any other interested party.
- (d) Decision and Notice. After the hearing, the council shall affirm, modify or reverse the original decision. When a decision is modified or reversed, the council shall state the specific reasons for modification or reversal. The city clerk shall mail notice of a city council decision. Such notice shall be mailed to the contractor within five working days after the date of the decision and to any other party requesting such notice.
- (e) A decision by the council regarding an appeal shall become final on the date the decision is announced to the public.

3.12.094 Rules and Regulations:

The city manager shall adopt an administrative memoranda relating to rules, regulations and procedures to implement this article. The administrative memoranda shall be consistent with the provisions of this article.

Section 3. This ordinance shall be in full force and effect commencing thirty (30) days after the date of its final passage, and shall be published once within fifteen (15) days in the Greenfield News, a newspaper of general circulation published and circulated in the City of Greenfield.

Introduced on May 10, 2016 and finally passed and adopted by the City Council of the City of Greenfield at the meeting held on the ____ day of _____, 2016, by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

Mayor of the City of Greenfield

Attest:

City Clerk of the City of Greenfield