



CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 FAX (831) 394-6421

REGULAR MEETING AGENDA OF THE CITY OF DEL REY OAKS CITY COUNCIL TUESDAY, JANUARY 24, 2023 AT 6:00 PM

Del Rey Oaks City Hall is inviting you to an **IN PERSON MEETING AT CITY HALL**
PLEASE NOTE THIS WILL BE LIVE STREAMED FOR **VIEWING** ONLY
YOU WILL NOT BE ABLE TO MAKE PUBLIC COMMENTS ON ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/83427002181>

Meeting ID: <https://us02web.zoom.us/j/83427002181>

One tap mobile+14086380968,,82439687505# US (San Jose) 16694449171,,82439687505# US

- 1. ROLL CALL - Council**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION - Reverend Robert Hellam of Church of the Oaks**
- 4. INTERVIEW COUNCIL APPLICANTS**
 - A.** Interview Qualified Council Vacancy Applicants, Appoint to Fill the Short-Term Council Vacant Seat, and Install the Appointed Council Member
- 5. RECESS**
- 6. RECONVENE**
- 7. PUBLIC COMMENTS: General Public Comment must deal with matters subject to the jurisdiction of the City and the Council that are not on the Agenda. Anyone wishing to address the City Council on matters not appearing on the Agenda may do so now. The public may comment on any other matter listed on the Agenda at the time the matter is being considered. There will be a time limit of not more than three minutes for each speaker. No action will be taken on matters brought up under this item and all comments will be referred to staff.**

8. CONSENT AGENDA:

A. MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)

- [1.](#) December 13, 2022, Regular City Council Meeting Minutes
January 5, 2023, Special City Council Meeting Minutes
January 11, 2023, Special City Council Meeting Minutes

B. MONTHLY REPORTS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)

- [2.](#) Financials December 2022
- [3.](#) Fire Department Response Report, December 2022
- [4.](#) Police Activity Report, December 2022

C. MISCELLANEOUS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)

- [5.](#) Approve the Purchase of six(6) APX Next radios to support public safety communications
- [6.](#) Approve Agreement Decommissioning and Returning Donated 2009 Ford Crown Victoria
- [7.](#) Approve Employment Contract for Acting Chief of Police
- [8.](#) Approve Reimbursement Agreement with DEA for Police Staff time
- [9.](#) Approve FY 2022-23 Cannabis Tax Fund Police Grant Program
- [10.](#) Accept Meeting Calendar for 2023

9. NEW BUSINESS:

- [A.](#) Consider City Council Boards and Committees Appointment List

10. STAFF REPORTS:

- [A.](#) Council Reports
City Manager Report

11. CORRESPONDENCE:

- A.** MST Highlights
TAMC Highlights
Northern Salinas Mosquito Abatement

12. Closed Session: As permitted by Government Code Section 54956 et. seq. the Council may adjourn to a Closed Session to consider specific matters dealing with certain litigation, personnel, or labor/real property negotiations.

MEETING TO BE HELD VIRTUALLY ONLY PER GOVERNOR NEWSOM'S EXECUTIVE ORDERS N-29-20 AND N-33-20 REGARDING COVID-19 PROTOCOLS: The Council alone will participate in the Closed Session portion of the meeting via invitation. They will return to the open zoom link meeting listed above upon adjourning from closed session.

- A. Public Comment on Closed Session Items: Anyone wishing to address the City Council on an item to be discussed in closed session may do so now. There will be a time limit of not more than three minutes for each speaker. No action will be taken on matters brought up under this public comment period.**

B. Closed Session Items:

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code § 54957 (b)(1)): Title: City Manager**
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code § 54957 (b)(1)): Title: City Attorney**

13. NEXT MEETING DATE:

Tuesday, February 28, 2023 at 6:00pm

14. ADJOURNMENT

Information distributed to the Council at the meeting becomes part of the public record. A copy of written material, pictures, etc. must be provided to the secretary for this purpose. All enclosures and materials regarding these agenda items are available for public review at the Del Rey Oaks City Hall, 650 Canyon Del Rey Road, Del Rey Oaks.



NOTICE IS HEREBY GIVEN that the Del Rey Oaks City Council is currently receiving applications for 1 seat on the City Council. The term of appointed Council Member will then expire in 2024. In order to be appointed, a person must be a registered voter in the City.

The application form may be obtained at Del Rey Oaks City Hall City Clerk's Office between the hours of 8:00 A.M. and 5:00 P.M. or on the City website www.delreyoaks.org under forms and downloads. Applications must be completed and received by City Clerk no later than 12:00 P.M., on January 18th.

Review of applications and the appointment will be done at the Regular City Council Meeting on Tuesday, January 24, 2023, at 6:00 P.M. Applicants should plan to attend the meeting in person.

If any member of the public has questions regarding the process, they should contact Karen Minami at 394-8511 or kminami@delreyoaks.org , or stop by the Del Rey Oaks City Hall, 650 Canyon Del Rey Road, Del Rey Oaks, CA.

City Council Vacancy Selection Procedures

The Del Rey Oaks City Council is accepting applications for the Council vacancy created by the election of Councilmember Scott Donaldson to the Mayor position. Mr. Donaldson's Council term would have expired in 2024. The person chosen to fill the vacancy will serve the remainder of the term.

Application Period: Applications must be completed and received by the City Clerk by January 18, 2023 at 12:00 p.m. No late applications will be accepted.

Qualifications: In order to qualify for appointment to the Council, an applicant must be at least 18 years of age, must be a registered voter, and must be a resident of Del Rey Oaks.

Public Record: All submitted applications shall be public records pursuant to the California Public Records Act and subject to the exemptions found thereunder. The Application for Appointment for each applicant will be included in the meeting agenda packet. Hard copies of all applications will be made available at City Hall as required by the Public Records Act.

Appointment Process:

1. **Public Meeting:** The City Council in its entirety will review and consider all properly submitted and qualified applications and will interview such applicants at the regular meeting of the City Council on January 24, 2023. Applicants must attend in person to be considered.
2. **Order of Interviews:** Applicant names will be drawn from a hat to determine the order of the interviews. If an applicant is not available at the time of their interview, the Council will proceed to with the next applicant's interview. If the delayed applicant is not present at the conclusion of the last interview, they will be disqualified.
3. **Interview Procedure:**
 - a. Each applicant will have 3 minutes to give a verbal presentation outlining their qualifications for, and interest in, the vacant Council seat.
 - b. Each Councilmember will ask one question from the list of pre-approved questions (attached). Each applicant will have one minute (60 seconds) to answer.
4. **Public Comment:** Following all the presentations and interviews, the Council will receive public comment. Responses to questions of applicants will not be allowed at this time.
5. **Appointment:** Following the presentations, interviews, and public comment, the Council may deliberate and make a motion to appoint an applicant to fill the vacant seat. An appointment shall be made by at least three affirmative votes of the City Council.
6. **Installation:** Immediately after appointment of an applicant, the City Clerk will administer the oath of office installing the appointed Councilmember.



CITY OF DEL REY OAKS

APPLICATION FOR APPOINTMENT

Return completed application to City Hall, 650 Canyon Del Rey Road
Phone (831)394-8511 Fax (831)394-6421 www.delreyoaks.org

OFFICE TO WHICH YOU WISH TO BE APPOINTED: City Council Member

NAME: _____

ADDRESS: _____ PHONE: _____

OCCUPATION: _____

WORK ADDRESS: _____

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: _____

PREVIOUS SERVICE TO THE CITY: _____

EXPERIENCE RELATED TO THE APPOINTMENT: _____

WHY DO YOU WISH TO BE APPOINTED: _____

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:

REFERENCES (OPTIONAL):

NAME

ADDRESS

PHONE

SIGNATURE: _____ DATE: _____

**PLEASE REFER TO THE ATTACHED LIST OF QUESTIONS THAT WILL BE ASKED AT THE
JANUARY 24TH MEETING, YOU MUST ATTEND AND BE ON TIME IN ORDER TO BE
CONSIDERED.**

Intro/Context

Core values are the highest priorities, deeply held beliefs, and fundamental driving forces of an organization. Core values define who we are as a(n) jurisdiction/municipality /organization, guide our decision making, help us recruit, hire, engage, manage and retain quality employees, and inspire good relations with the people we serve.

Diversity and Inclusiveness

We believe that a healthy city is one that acknowledges and celebrates our diversity as a community and workplace without discrimination. We strive to ensure decisions are made out of kindness and acceptance for all, and with recognition that differences are valued and make us a more vibrant and equitable community.

Fiscal Responsibility

We are fiscally accountable to our community. We are committed to the efficient and effective use of the resources we are provided. We will actively seek and secure revenues to further the goals of our city. Our public budget process will be data driven to wisely inform our decisions.

Honesty and Integrity

We believe honesty is always the best policy. We show our integrity when we are authentic, honest, open, and fair, honoring all who trust us to serve them. We accept responsibility for our actions and strive to build credibility through our behaviors.

Open Communications and Transparency

We believe transparency is essential to achieving trust and accountability. We will listen for understanding, communicate openly, and respond in a timely manner. We will ensure public documents are easily accessible.

Ethical Behavior

The code of ethics is the basis for all of our actions. Ethical behavior creates governance that is reliable, dependable, consistent, and trustworthy.

Responsiveness to Community Needs and Concerns

We recognize that we are here to serve our residents and the larger community. We will actively listen, engage in problem solving, and facilitate solutions on behalf of Del Rey Oaks residents, businesses, and stakeholders.

Criteria	Interview Question
Diversity and Inclusiveness Creates an environment in which people of all backgrounds and cultures feel included, welcome, and valued.	“Diversity and inclusiveness” is one of our city core values. Please share how you, as a councilmember, would demonstrate this core value.
Fiscal Responsibility Being fiscally accountable to our community and committed to the efficient and effective use of the resources we are provided.	How would you recommend budgeting one-time funds, such as American Rescue Plan Act, given our current financial responsibilities and future needs?
Open Communications and Transparency Listening for understanding, communicating openly, responding in a timely manner and ensuring public documents are easily accessible.	As a councilmember, how would you demonstrate open communication and transparency? What would you recommend for the city that would improve achievement of this core value?
Responsiveness to Community Needs and Concerns Recognizing that we are here to serve our residents and the larger community.	As a councilmember, what would be your top three priorities for the city and tell us how those priorities correspond to our community’s needs and concerns.



CITY OF DEL REY OAKS

APPLICATION FOR APPOINTMENT

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RECEIVED

JAN 17 2023

CITY OF DEL REY OAKS
CITY CLERK

Item A.

OFFICE TO WHICH YOU WISH TO BE APPOINTED: City Council Member

NAME: Dennis Allion

ADDRESS: [REDACTED] PHONE: [REDACTED]

OCCUPATION: Mostly Retired but part-time marshal at Bayonet-Black Horse GC

WORK ADDRESS: [REDACTED]

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: Since August, 1993

PREVIOUS SERVICE TO THE CITY: Planning Commission – 5 years, City Council 14 years

City Council 14 years from 2003 to 2017, represented our city on 3 different regional boards and chaired the city Finance Committee.

XPRIENCE RELATED TO THE APPOINTMENT: 20 years US Navy, Budget Officer for a major Navy command in Washington DC, Assistant Controller for the Roman Catholic Bishop of Monterey, Vice President for Administration at Hartnell College in Salinas, and not-for-profit auditing experience with a local CPA firm.

WHY DO YOU WISH TO BE APPOINTED: To serve the citizens of DRO in an open and honest way. To help the city find new sources of revenue so it can continue to exist and flourish independently and move forward with an appropriate and approved development plan.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:

Discern the wishes, opinions and concerns of citizens of Del Rey Oaks as they relate to the services and business of the city. Attend city meetings, attend regional board meetings as needed by appointments to them, and represent the best interests of all the citizens of the city. Comply with all pertinent laws and regulations. Treat my fellow council members with respect and always perform my duties in an ethical manner.

REFERENCES (OPTIONAL):

NAME ADDRESS PHONE

SIGNATURE: [Signature] DATE: 1/17/2023

PLEASE REFER TO THE ATTACHED LIST OF QUESTIONS THAT WILL BE ASKED AT THE JANUARY 24TH MEETING, YOU MUST ATTEND AND BE ON TIME IN ORDER TO BE CONSIDERED.



RECEIVED

JAN 17 2023

CITY OF DEL REY OAKS
CITY CLERK

CITY OF DEL REY OAKS

APPLICATION FOR APPOINTMENT

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Phone (831)394-8511 Fax (831)394-6421 www.delreyoaks.org

OFFICE TO WHICH YOU WISH TO BE APPOINTED:

City Council Member

NAME:

Gary Kreeger

ADDRESS:

[REDACTED]

PHONE:

[REDACTED]

OCCUPATION:

teacher

WORK ADDRESS:

450 Church St Monterey 93940

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS:

19 years

PREVIOUS SERVICE TO THE CITY:

Planning Commission 2018 to present; CAG;
Sign Ordinance ad-hoc subcommittee

EXPERIENCE RELATED TO THE APPOINTMENT:

see above

WHY DO YOU WISH TO BE APPOINTED:

I wish to continue serving our
wonderful city and believe that my above experience,
along with 25 years in the Navy, make me a strong candidate.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:

In addition to the Council meetings, and assigned Regional
boards, there will be copious reading to understand issues.

REFERENCES (OPTIONAL):

NAME

ADDRESS

PHONE

Jack Jones

[REDACTED]

[REDACTED]

Mayola Rodriguez

[REDACTED]

[REDACTED]

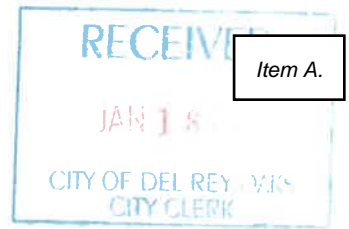
SIGNATURE:

Gary Kreeger

DATE:

1/16/23

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CITY OF DEL REY OAKS

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OFFICE TO WHICH YOU WISH TO BE APPOINTED: City Council Member

NAME: Louise I. H. Goetzelt

ADDRESS: [REDACTED] PHONE: [REDACTED]

OCCUPATION: Retired

WORK ADDRESS: N/A

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: 30 years "residency" / 13 years physical domicile

PREVIOUS SERVICE TO THE CITY: Planning Commission: 2014/15 & 2022-Present; City Council: 2018-2020;

Rep to: AMBAG: 2019-2020; Mosquito Abatement Dist: 2019-Present; City Budget Committee: 2019 - 2020; Served on the City Manager Selection Committee; Serve on the Police Advisory Committee (2020-Present)

EXPERIENCE RELATED TO THE APPOINTMENT: 34 years Military Police and Felony Investigator, culminating

with planning, operations and supervision of 34 offices w/over 500 investigators; Served on the Monterey County Civil Grand Jury; Currently advise County Supervisors on Military and Veterans issues (2 boards); Active with HOA

WHY DO YOU WISH TO BE APPOINTED: DRO is a great place to live and has much to offer. We need to ensure this continues with potential development, improving quality of life, ensuring equal opportunities for all, meeting housing needs sensibly and sustainably, protecting resources, while remaining fiscally viable.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:

Prepare for and attend meetings; represent the city on regional councils and boards; be familiar with applicable rules, regulations, and requirements governing legislative bodies. Be willing to listen and learn, and seek advice.

REFERENCES (OPTIONAL):

NAME	ADDRESS	PHONE

SIGNATURE:  DATE: 18 Jan 2023

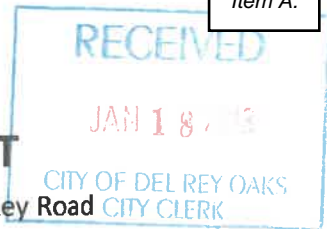
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CITY OF DEL REY OAKS

APPLICATION FOR APPOINTMENT

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Item A.

OFFICE TO WHICH YOU WISH TO BE APPOINTED: City Council Member

NAME: William Ragsdale-Crohn

ADDRESS: [REDACTED] PHONE: [REDACTED]

OCCUPATION: Maintenance Supervisor Santa Catalina School

WORK ADDRESS: [REDACTED] Monterey CA. 93948

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: 15 YEARS

PREVIOUS SERVICE TO THE CITY: Current Vice-Chair Planning Commission.
Member of Sign Ordinance committee, member Fly Policy committee

EXPERIENCE RELATED TO THE APPOINTMENT: 35+ years in Local Govt, Preparing
& Implementing Budgets - working collaboratively with the Public, currently
on the Board. 40+ years of water and wastewater experience.

WHY DO YOU WISH TO BE APPOINTED: I've Had a Desire to serve the City through
the Planning Commission, now I have the Desire to move to the Council
to help the City proceed forward in a positive manner

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:
To work closely & collaboratively with the Public, City Staff and the Council
to forward the necessary Goals of the City

REFERENCES (OPTIONAL):

NAME	ADDRESS	PHONE
<u>Chris Foley</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Beoule Foley</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Frank Gregory</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

SIGNATURE: [Signature] DATE: 1-17-23

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CITY OF DEL REY OAKS

APPLICATION FOR APPOINTMENT

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OFFICE TO WHICH YOU WISH TO BE APPOINTED: City Council Member

NAME: Andrew Clarke

ADDRESS: [REDACTED], DRD, CA 93940 PHONE: [REDACTED]

OCCUPATION: Controller

WORK ADDRESS: [REDACTED], Salinas, CA 93905

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: 22 years

PREVIOUS SERVICE TO THE CITY: Planning Commission, City Manager
Hiring Committee, Member and Officer of Del Rey Oaks
Citizens Action Committee

EXPERIENCE RELATED TO THE APPOINTMENT: Served on Planning Commission,
served as Director for Monterey Peninsula Water Management
District. Also, served on numerous Nonprofit Boards

WHY DO YOU WISH TO BE APPOINTED: To serve the citizens of Del Rey
Oaks by providing my time, energy, experience, knowledge
and leadership to make the city a better place to live and work.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:

If appointed, I will be expected to attend and participate
in meetings, listen to residents concerns and set policies for the

REFERENCES (OPTIONAL): good of the city and its residents.

NAME	ADDRESS	PHONE
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<u>Carl Sedoryk</u>	<u>upon request</u>
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<u>Layne Buckley</u>	<u>upon request</u>
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SIGNATURE: [Signature] DATE: Jan. 17, 2023

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CITY OF DEL REY OAKS

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OFFICE TO WHICH YOU WISH TO BE APPOINTED: City Council Member

NAME: Michael Rurger

ADDRESS: [REDACTED] PHONE: 949-887-2637

OCCUPATION: Business Owner

WORK ADDRESS: [REDACTED] Pacific Grove, CA 93950

HOW LONG HAVE YOU BEEN A RESIDENT OF DEL REY OAKS: Four years

PREVIOUS SERVICE TO THE CITY: Planning Commissioner (currently)

EXPERIENCE RELATED TO THE APPOINTMENT: Planning Commission

WHY DO YOU WISH TO BE APPOINTED: To serve and be an integral part of our great city! To represent (provide representation) to the residents of Del Rey Oaks and to be their voice.

AS FAR AS YOU KNOW, WHAT WILL BE EXPECTED OF YOU IF YOU ARE APPOINTED:

To serve and represent the residents of Del Rey Oaks, be part of future Planning/Development(s) and aid in making decisions.

REFERENCES (OPTIONAL):

NAME	ADDRESS	PHONE
Mike Hayworth	[REDACTED] Del Rey Oaks	[REDACTED]
Gillian Campbell	[REDACTED] Del Rey Oaks	[REDACTED]
Ben Harvey	[REDACTED] Pacific Grove	[REDACTED]

SIGNATURE: [Signature] DATE: _____

PLEASE REFER TO THE ATTACHED LIST OF QUESTIONS THAT WILL BE ASKED AT THE JANUARY 24TH MEETING. YOU MUST ATTEND AND BE ON TIME IN ORDER TO BE CONSIDERED

City of Del Rey Oaks

**City Hall
650 Canyon Del Rey Blvd
Del Rey Oaks, CA 93940**



Action Minutes

Tuesday, December 13, 2022 - 6:00 PM

City Council – Regular Meeting

Del Rey Oaks City Council

**Alison Kerr – Mayor
John Gaglioti – Vice Mayor
Pat Lintell – Councilmember
Scott Donaldson – Councilmember
Kim Shirley – Councilmember**

6:00 PM – Called to Order:

The meeting was called to order by Mayor Kerr.

Roll Call:

Present: Mayor Kerr, Councilmember Lintell, and Councilmember Donaldson

Absent: Vice Mayor Gaglioti and Councilmember Shirley

Pledge of Allegiance:

Bill Ragsdale-Cronin led the Pledge of Allegiance

Public Comment:

Kristin Clark: Thanks staff. Asks to keep national politics out of our politics. The Council and the City have always been transparent.

Jim Clark: Encourages folks to keep reading, quotes Martin Luther King and wants to be thought of as Mayberry again.

Presentation for Chief Jeff Hoyne:

The following people thanked and complimented Chief Hoyne for his service to Del Rey Oaks:

**City Manager Guertin
Commander Bourquin
Sergeant Nguyen
Former Mayor Edelen
Council Member Lintell
Deputy City Clerk Minami
Council Member Donaldson
Mayor Kerr**

Consent Agenda:

- A. MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)
 - 1. November 15, 2022 Regular City Council Meeting Minutes
- B. MONTHLY REPORTS: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)
 - 1. Claims, November 2022
 - 2. Financials, November 2022 and November 2021
 - 3. Fire Department Response Report, November 2022
 - 4. Police Activity Report, November 2022
- C. MISCELLANEOUS (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)

1. **Strategic Planning Grid**
2. **Adoption of Resolution 2022-29 to Accept Election Results**
3. **Accept City Meeting Calendar for 2023**
4. **Adoption of Resolution 2022-30 to Update the Name of Signatures for City Checking Account**
5. **Adoption of Resolution 2022-31 to Amend Resolution 2022-29, Surplus Land Act**

Mayor Kerr pulled item C.3 to move the calendar to the January meeting

A motion was made by Council Member Donaldson, seconded by Council Member Lintell to approve the Consent Agenda.

Roll call vote taken pursuant to Government Code 54953:

Mayor Kerr: **AYE**
 Councilmember Lintell: **AYE**
 Councilmember Donaldson: **AYE**

The Consent Agenda passed 3-0

New Business:

A. Presentations and Proclamations:

▪ **Council Member Lintell**

Mayor Kerr reads the proclamation and the following people thanked Council Member Lintell for her years of service to the City:

Council Member Donaldson
 Mayor Kerr
 Alana Myles
 Former Mayor Edelen
 Former Vice Mayor Clark
 Karen Harris

Council Member Lintell thanks everyone for the kind comments.

▪ **Vice Mayor Gaglioti**

Mayor Kerr reads the proclamation and the following people thanks Vice Mayor Gaglioti for his years of service to the City:

Former Mayor Edelen
 Former Council Member Clark
 Council Member Donaldson
 Council Member Lintell

▪ **Mayor Alison Kerr**

Kevin Raskoff reads the proclamation and written statement from Council Member Shirley and the following people thanked Mayor Kerr for her years of service to the City:

Carolyn Swanson
 Alana Myles
 Gary Kreeger
 Gary Kreeger for Fredrica Jones
 Karen Harris
 David Rojas
 Gerry Orton
 Justin from Senator Lairds office reads a proclamation dedicated to Mayor Kerr

Mayor Kerr thanks everyone for the kind comments.

B. Swearing in of New Council:

- Councilmember John Uy by Mayor Kerr
- Councilmember Jeremy Hallock by Deputy City Clerk Minami
- Mayor Scott Donaldson by Deputy City Clerk Minami

Mayor Donaldson, Council Member Uy and Council Member Hallock took their seats at the dais and thanked everyone.

Staff Reports:

A. Council Reports

Correspondence:

MST Highlights
 Letters regarding Mayor Kerr

Next Meeting Date:

Tuesday, January 24, 2023

Adjournment: 7:30 pm

Attest:

Date:

City of Del Rey Oaks

**City Hall
650 Canyon Del Rey Blvd
Del Rey Oaks, CA 93940**



Action Minutes

Thursday January 5, 2023 - 6:00 PM

City Council – Special Meeting

Del Rey Oaks City Council

**Scott Donaldson – Mayor
Kim Shirley – Councilmember
Jeremy Hallock – Councilmember
John Uy – Councilmember**

6:00 PM – Called to Order:

The meeting was called to order by Mayor Donaldson.

Roll Call:

Present: Mayor Donaldson, Councilmember Shirley, and Councilmember Hallock and Councilmember Uy

Absent: None

Pledge of Allegiance:

Mayor Donaldson led the Pledge of Allegiance

Public Comment:

Mary Solseng: Asks for the tree to be trimmed at Hwy 218 & Canyon.

Scott Laxier: Former Mayor Alison Kerr is the most qualified to be appointed to Council.

New Business:

Receive a Report and Provide Direction to Staff on the Process for Filling the City Council Vacancy.

City Manager Guertin shares screen with options outlined in staff report for application processes. Explains past practice of appointment to the City Council and Planning Commission. Further explains the cost of an election would be between \$15,000 and \$30,000. Appointment is the fastest way to have a full council.

Council Member Uy: Listens to his neighbors and wants to hit the ground running.

City Attorney Lorca: Explains process.

Mayor Donaldson: Reviews advantages.

Council Member Shirley: There should be three options but only two on staff report. Direct appointment isn't on staff report.

Public Comment:

The following people spoke in favor of direct appointment of Former Mayor Alison Kerr to the vacant city council seat.

Ann Auburn
Dennis Wardel
Patrice Viceoni
Susan Ragsdale-Cronin
Mary Solseng
DRO resident (missed name)
Oaks resident (missed name)
Fredrica Jones
Carol Kaplan
Elizabeth (missed name)
Gary Kreeger
Wayne Marion
Gus Leonard
Helen Birdsong
Denise Leonard
Rick Rodwald

The following people spoke in favor of the application process in which the city has had success.

Jim Clark
Dennis Allion
Bill Ragsdale-Cronin

Public Comment is Closed

Council Member Hallock: A direct appointment is not on the agenda so it isn't an option for tonight, there are two good options. Option 2 to have an application process to appoint is quick and fair. Might want to establish guidelines for the future, but not now.

Council Member Shirley: Thanks the public. Having the applications in the packet will reflect core values, an election would be expensive. Must be responsive to the public.

A motion was made by Council Member Shirley, for City Manager Guertin to ask Alison Kerr wants the appointment, if not ask Louise Goetzelt and if she doesn't want it, go forward with the application process for appointment. Gave an outline of what is needed to be included with the application. Seconded by Council Member Uy.

Roll call vote taken pursuant to Government Code 54953:

Mayor Donaldson: Nay
Council Member Shirley: Aye
Council Member Hallock: Nay
Council Member Uy: Aye

The motion did not pass.

Council Member Hallock: The application process the city has in place is equitable.

Mayor Donaldson: Thanks the speakers and all that listened. Election doesn't make sense. Whether it's direct appointment or application process, the time frame will be the same. Others might be interested in applying and other qualified voices can be heard. Application process is fair.

Council Member Shirley: Likely that will end up a 2-2 vote. Asks Mayor Donaldson to please change his mind.

A motion was made by **Council Member Hallock** to open applications on January 6th, time to review application and be heard at the Jan. 24th meeting. Keep consistent with past practices of the city. Seconded by Mayor Donaldson.

A friendly amendment was offered by **Council Member Uy** to use a rubric that is approved by Council to score applicants qualifications, so applicants won't be judged by gut instinct.

Council Member Hallock accepted friendly amendment to keep the January 6th publish of application, staff will schedule a special meeting to establish criteria. Accepted by **Council Member Uy**

Roll call vote taken pursuant to Government Code 54953:

Mayor Donaldson: Aye
Council Member Shirley: Aye
Council Member Hallock: Aye
Council Member Uy: Aye

The motion passed unanimously

Next Meeting Date:

Tuesday, January 24, 2023 at 6:00pm

Adjournment: 8:25 pm

Attest:

Date:

City of Del Rey Oaks

**City Hall
650 Canyon Del Rey Blvd
Del Rey Oaks, CA 93940**



Action Minutes

Thursday January 11, 2023 - 6:00 PM

City Council – Special Meeting

Del Rey Oaks City Council

**Scott Donaldson – Mayor
Kim Shirley – Councilmember
Jeremy Hallock – Councilmember
John Uy – Councilmember**

6:00 PM – Called to Order:

The meeting was called to order by Mayor Donaldson.

Roll Call:

Present: Mayor Donaldson, Councilmember Shirley, and Councilmember Hallock and Councilmember Uy

Absent: None

Pledge of Allegiance:

Mayor Donaldson led the Pledge of Allegiance

Update from Mayor regarding flooding situation expected to peak on Thursday the 12th. Asks everyone to share that information with their neighbors.

Public Comment:

Deputy City Clerk Minami reads 2 letters sent in by resident Jim Clark regarding the issue of newly elected inexperienced council members who now want to create a process that requires the appointed future council member to be experienced. The letter also states that using vote counts as a way to ‘annoint’ a new member is illogical.

Susan Blush: Experience is less important than 4 qualities; truthfulness, integrity, being open minded and acting as a team player. The amount of votes shouldn’t matter, some voters don’t vote for every office. This would create divisiveness.

Patrice Vecchione: Wants a city council member who is fiscally responsible, educated, dedicated to resident’s needs, believes in transparency and has a vision they can articulate.

Mike Burger: Transparency is a word being used often to describe past politics, but it is not transparent for a group of individuals to meet and organize a plan to strongarm a candidate on to the council by a method not listed on that meeting’s agenda. A ringleader and her cohorts would create a majority that would keep the new mayor from functioning. They are not accepting the results of the last election.

Jeff Cecillio: They are creating divisiveness. The City voted on who they wanted. This is an attempt to overturn the election. Thank you to the citizens of Del Rey Oaks who voted not to have Allison govern the City.

Ann Ahmadi: This country is living through a period of divisiveness, and she did not expect to experience it here and hopes everyone will step back and get past the problems of the past for a better future.

Public Comments close.

Council Member Shirley: presents an evaluation tool she created based on the City's Core. Picked four of the 6, also considered Monterey's but thought they might not fit so she created 2 categories. Wanted to present and answer questions about moving forward with it.

Attorney Lorca: staff report from last week with respect to a nomination process has the criteria of a registered voter who lives in Del Rey Oaks. Other criteria can be added.

Discussion follows covering each question, the connection to core values, elimination of the last 2 questions, elimination of the scorecard aspect of the form, unscripted questions not allowed, order of candidate interviews, public comment after all have spoken then deliberations and nominating.

MOTION: Council Member Hallock: Proceed with appointment application process to include implementation of criteria and interview questions as presented by Council Member Shirley, first 4 questions asked of each applicant. 1 minute to respond and each will have 3 minutes to make their own statement. The order will be randomized. In event of lateness they will be moved to the end of the line.

SECONDED BY KIM SHIRLEY

Mayor Donaldson: Aye
 Council Member Shirley: Aye
 Council Member Hallock: Aye
 Council Member Uy: Aye

The motion passed unanimously

Next Meeting Date:

Tuesday, January 24, 2023 at 6:00pm

Adjournment: 8:00 pm

Attest:

Date:



Staff Report

DATE: January 24, 2023

TO: Honorable Mayor and Members of the City Council

FROM: John Guertin, City Manager

SUBJECT: Receive December 2022 Financial Reports

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Consideration

Receive financial reports for the month of December 2022.

Background

The City Council routinely receives financial reports for the previous month.

Summary & Discussion

Attached are the following financial statements:

- December 2022 Cash Balances – The report shows where the City's funds are invested. The City continue to have a healthy cash balance \$13,021,482.
- December 2022 Checks Issued Register – This is a listing of all the payments issued for the month.
- December 2022 General Fund Summary – This is a one-page summary of the General Fund, the City's main operating fund. For the month of December, the General Fund shows a net revenue of \$340,132 and a net revenue of \$159,753 year-to-date. At 50.00% of the year (6 months) the City's revenues are slightly higher at 50.36% due to the receipt of Property taxes and expenditures are slightly lower at 46.64%.
- December 2022 YTD Budget v. Actual Detail – This report shows the line item for all revenues and expenditures by fund and department.

Fiscal Impacts

None. This is informational only.

Recommendation

Staff recommends receiving the reports.

ATTACHMENTS:

{AJL-01144461;1}

- December 2022 Cash Balances
- December 2022 Checks Issued Register
- December 2022 General Fund Summary
- December 2022 YTD Budget v. Actual Detail

Respectfully Submitted,

John Guertin
City Manager

City of Del Rey Oaks
CASH FUND BALANCE
As of 12/31/2022

Accounts	<u>Current Year</u>	<u>Prior Year</u>
General Checking	575,250.95	776,883.77
LAIF	3,760,436.87	3,249,756.78
PARS	351,751.00	351,750.62
Dev - Monterey Peninsula Partne	9,062.62	9,062.62
Fidelity Title Escrow Acct - GJM/SBR Intersection	1,056,168.00	1,056,168.00
Fidelity Title Escrow Acct - SBR Construction	7,268,813.00	7,268,813.00
Total Accounts	<u>13,021,482.44</u>	<u>12,712,434.79</u>

City of Del Rey oaks
Check/Voucher Register
 From 12/01/2022 Through 12/31/2022

Check Number	Payee	Transaction Description	Check Amount
21018	ADAMSON POLICE PRODUCTS	Supplies	96.95
21019	A.F. Electric	Electrical service in conference room	250.00
	A.F. Electric	Electrical services	305.00
21020	AT&T CAL NET 2	Acct#9391033790 services 10/19-11/18/22 -telephone	110.82
	AT&T CAL NET 2	Acct#9391033791 services 09/19/2022 - 11/18/2022 -telephone	569.00
21021	BRIAN PEREZ	Perez -Porac Conference Fee and Travel Expense Reimbursement	1,679.87
21022	CALIFORNIA-AMERICAN WATER	Acct#1015-210018796550 services 10/21-11/18/22	36.69
	CALIFORNIA-AMERICAN WATER	Acct#1015-210018799016 services 10/21-11/18/22	36.69
	CALIFORNIA-AMERICAN WATER	Acct#1015-210018869991 services 10/21-11/18/22 -water	182.50
	CALIFORNIA-AMERICAN WATER	Acct#1015-210021092445 services 10/21-11/18/22 -water	36.69
	CALIFORNIA-AMERICAN WATER	Acct#1015-210021255352 services 10/21-11/18/22 -water	34.95
	CALIFORNIA-AMERICAN WATER	Acct#1015-210021327653 services 10/21-11/18/22	178.94
	CALIFORNIA-AMERICAN WATER	Acct#1015-210021396208 services 10/21-11/18/22	40.58
	CALIFORNIA-AMERICAN WATER	Acct#1015-210021397607 services 10/21-11/18/22 -water	124.54
21023	CITY OF SEASIDE	Acct#1000 -Fire Contract Q1 July - September 2022	54,775.50
21024	COMCAST BUSINESS	Acct#8155100230699260 services 10/18-12/17/22 -internet	593.22
21025	CORELOGIC SOLUTIONS, LLC.	09/2022 RQ2 Flat Fee Limited Package and several reports	2,199.49
	CORELOGIC SOLUTIONS, LLC.	11/2022 RQ2 Flat Fee Limited Package	150.00
21026	COUNTY OF MONTEREY TREASURER	November 2022 Penalty Assessments	175.00
21027	Dell Marketing L.P.	Power Edge T550 Server	9,988.72
21028	DENISE DUFFY & ASSOCIATES	August 2022 Former Ft. Ord/ Developer Task #772	952.00
	DENISE DUFFY & ASSOCIATES	August 2022 General On-Call Consulting Task #776	2,565.00
	DENISE DUFFY & ASSOCIATES	August 2022 HMP Compliance Task #782	1,187.75
	DENISE DUFFY & ASSOCIATES	Leap Grant Consulting #9614 Task 779A	998.50
21029	FasTrak Invoices	Violation # T712259142555 Toll Evasion Payment	12.00
21030	FENTON & KELLER	11/2022 Real Property Matters	50.00
21031	GLOBALSTAR USA	Acct#AC00115154 services 11/16-12/15/22 wireless	135.13
21032	G.P.S. SOLUTIONS	November 2022 Building Permits and Inspections	1,615.65
21033	HDL COMPANIES-HINDERLITER, DE LLAMAS & ASSOC.	Q2/2022 Audit services -transactions Tax	3,275.03
21034	I.M.P.A.C.GOVERNM'T SER	VISA City Staff Charges	5,362.61
	I.M.P.A.C.GOVERNM'T SER	VISA PD Charges	706.01
21035	JAMES DE CHALK	November 2022 Janitorial services	500.00
21036	JEFF ANDOY	Andoy Travel Expense Reimbursement	695.50
21037	Jessica Grogan	Refund Park Reservation for 11/19/22	50.00
21038	Lakeside Nursery Salinas	Supplies	1,561.18
21039	Leigh Fitz	Fitz Wellness Expense Reimbursement	327.74
21040	MARTINS IRRIGATION SUPPLY, INC.	Supplies	42.17
21041	MBS BUSINESS SYSTEMS	Acct#3948511 11/24-2/23/23 bill period Konica Minolta	451.43
21042	MONTEREY BAY TECHNOLOGIES	October/November IT Retianiner/Services	5,600.00
	MONTEREY BAY TECHNOLOGIES	Reimbursement -supplies	320.52
	MONTEREY BAY TECHNOLOGIES	Seagate External USB	193.83
21043	County of Monterey	FY2022/2023 Quarter 3 (Dispatch Service/NGEN O&M/Alert System)	16,579.00
21044	MONTEREY COUNTY SHERIFF	Criminal Justice Information System July 1 - September 30, 2022	3,001.26
21045	Monterey One Water	Acct#09-000306 Services 11/1-12/31/22 Sewage system	73.42
21046	M&S BUILDING SUPPLY, INC.	Supplies	15.40
21047	ODP Business Solutions, LLC	Supplies	194.90
21048	PG&E-GJM&218	PGE GJM services 10/13-11/10/22	56.60
21049	Pitney Bowes Bank Inc. Purchase Power	Acct#8000-9000-0346-3050 Postage	16.35
21050	Pitney Bowes Global Financial Services	9/30-12/29/22 Leasing postage machine charges	169.79
21051	PowerDMS, Inc.	PlanIT Subscription 12/1/22-11/30/23	1,431.00
21052	PURE WATER	Office supplies	52.25
21053	REGIONAL GOVERNMENT SERVICES	October 2022 Contract Services	14,489.45
21054	ROGER GUZMAN	Guzman Travel Expense Reimbursement	746.32
21055	SMITH & ENRIGHT LANDSCAPING	Repairs	325.00
21056	SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING	K Moore training 10/17-10/21/22	177.00
21057	STATE WATER RESOURCE CONTROL BOARD	FY 2022-2023 Annual Permit Fee Facility # 3 27M2000147	7,067.00
21058	THE MAYNARD GROUP	Acct#AC3744 Services 12/2022 services monthly fee -telephone	67.00
21059	US Bank Equipment Finance	Acct#500-0673430-000 Konica Minolta lease	397.84
21060	Verizon	Acct#342533778-00001 Monthly fee 10/24-11/23/22	80.02

City of Del Rey oaks
Check/Voucher Register
 From 12/01/2022 Through 12/31/2022

21061	VSP	VISION PLAN December 2022	261.27
21062	YSS Builders	Building workd at office	4,294.00
12-2022-1	PERS	Late Fee reporting	200.00
12-2022-2	P.E.R.S.-HEALTH	CalPERS 1800 Health 12/2022	26,601.20
12-2022-3	SHELL FLEET PLUS-WEX BANK	11/2022 Gas	816.35
12-2022-4	WEX BANK-CHEVRON	11/2022 Gas Payment	2,558.13
ADP 121622	ADP	ADP fees 11/2022	776.03
PERS 010623-6	PERS	CalPERS 1900 457 (12/30) Contribution J. Hoyne	100.00
PERS 120922	PERS	PERS 3100 Contribution Retirement 11/19-12/02/22 -Plan 1364	0.00
	PERS	PERS 3100 Contribution Retirement 11/19-12/02/22 -Plan 25623	0.00
	PERS	PERS 3100 Contribution Retirement 11/19-12/02/22 -Plan 26934	0.00
	PERS	PERS 3100 Contribution Retirement 11/19-12/02/22 -Plan 1365	0.00
PERS 1209222	PERS	PERS 3100 Contribution Retirement 11/19-12/02/22 -Plan 1364	478.46
	PERS	PERS 3100 Contribution Retirement 11/19-12/02/22 -Plan 25623	4,037.35
	PERS	PERS 3100 Contribution Retirement 11/19-12/09/22 -Plan 26934	1,626.85
	PERS	PERS 3100 Contribution Retirement 11/19-12/02/22 -Plan 1365	3,984.07
PERS 120923-1	PERS	PERS 3100 Contribution Retirement 12/03-12/16/22 -Plan 1364	454.43
	PERS	PERS 3100 Contribution Retirement 12/03-12/16/22 -Plan 25623	3,375.54
	PERS	PERS 3100 Contribution Retirement 12/03-12/16/22 -Plan 26934	1,630.41
	PERS	PERS 3100 Contribution Retirement 12/03-12/16/22 -Plan 1365	3,339.66
PERS 1215222	PERS	CalPERS 1900 457 (12/9) 12/15/2022 Contribution	3,250.00
PERS 123122	PERS	CalPERS 1900 457 (12/23) Contribution 12/31/22	3,250.00
Report Total			204,140.55

City of Del Rey Oaks
General Fund Summary
100 - General Fund

From 12/1/2022 Through 12/31/2022

	Current Month Actual	Year to Date Actual	YTD Budget - Revised	Percent Collected/Spent
Revenue				
Property Taxes	440,132.06	440,132.06	737,700.00	59.66%
Sales Tax	93,773.05	689,029.62	1,253,000.00	54.99%
Other Taxes	11,477.65	221,789.67	468,300.00	47.36%
Licenses and Permits	13,890.86	101,882.65	311,300.00	32.72%
Fines and Forfeitures	60.00	1,809.55	5,200.00	34.79%
Other Revenue	2,586.47	24,614.96	37,200.00	66.16%
Grants	9,876.51	134,823.26	112,500.00	119.84%
Airport Police Services	90,304.17	447,770.85	1,211,250.00	36.96%
Current Services	17,499.20	103,145.65	162,700.00	63.39%
Total Revenue	679,599.97	2,164,998.27	4,299,150.00	50.36%
Expenditures				
Council	676.56	7,289.68	33,600.00	21.69%
City Clerk	33,808.58	197,451.25	435,260.00	45.36%
City Manager	19,286.29	135,892.57	291,960.00	46.54%
Audit/Treasurer	17,972.06	92,119.90	227,200.00	40.54%
Legal	50.00	65,258.15	201,500.00	32.38%
Planning & Building Regulation	7,318.90	51,131.78	108,240.00	47.23%
Government Buildings	1,055.00	5,618.86	22,100.00	25.42%
Non-Departmental	1,218.82	26,847.17	21,540.00	124.63%
Police	178,300.41	1,214,453.46	2,435,400.00	49.86%
Fire/Animal Control	54,775.50	54,775.50	219,100.00	25.00%
Public Works/Streets	21,625.93	126,932.43	258,750.00	49.05%
Parks/Recreation	3,380.19	27,474.23	44,500.00	61.73%
Total Expenditures	339,468.24	2,005,244.98	4,299,150.00	46.64%
Net Revenues	340,131.73	159,753.29	0.00	0.00%
Net Revenues After Other Financing Sources and Uses	340,131.73	159,753.29	0.00	0.00%

City of Del Rey Oaks
Statement of Revenue and Expenditures-YTD Budget v. Actual Detail

100 - General Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Revenue					
Non Department Specific	000				
P/T-Secured	41110	311,489.33	311,489.33	520,200.00	59.87%
P/T-Unsecured	41120	24,139.60	24,139.60	23,000.00	104.95%
P/T-Prior Secured	41130	2,892.53	2,892.53	6,000.00	48.20%
Prior Unsecured	41140	0.00	0.00	100.00	0.00%
P/T-Unitary Tax	41150	5,284.58	5,284.58	8,600.00	61.44%
P/T-Supplemental Roll (SB813)	41160	6,423.56	6,423.56	12,000.00	53.52%
Property Tax - Vlf	41170	89,683.00	89,683.00	167,000.00	53.70%
P/T-Int/Penal	41180	219.46	219.46	800.00	27.43%
Sales Tax	42210	19,211.44	216,459.32	450,000.00	48.10%
Sales Tax - Add On	42220	74,561.61	472,570.30	803,000.00	58.85%
Cannabis Tax	42222	10,124.25	62,425.56	200,000.00	31.21%
Transient Occupancy Tax	42230	1,353.40	95,646.92	75,000.00	127.52%
Property Transfer Tax	42250	0.00	0.00	5,000.00	0.00%
Sewer Impact	42290	0.00	0.00	15,000.00	0.00%
Business Licenses	42310	0.00	55,624.92	215,000.00	25.87%
Gas Franchises	42761	0.00	0.00	5,800.00	0.00%
Electric Franchises	42762	0.00	0.00	18,500.00	0.00%
Garbage Franchises	42763	0.00	56,610.77	100,000.00	56.61%
Cable Tv Franchises	42764	0.00	7,106.42	26,000.00	27.33%
Water Franchises	42765	0.00	0.00	23,000.00	0.00%
Sb1186 Disability Access Fund	43311	0.00	1,442.72	1,000.00	144.27%
SB1473 Evironmental	43312	5.00	33.04	100.00	33.04%
Assessment Fee					
Building Permits	43320	3,010.86	21,618.71	40,000.00	54.04%
Cannabis Business Permit	43325	10,000.00	10,000.00	30,000.00	33.33%
Plan Check Fees	43330	0.00	10,211.48	17,000.00	60.06%
Street Opening Permits Fees	43340	500.00	2,750.00	5,000.00	55.00%
Plumbing Permits	43350	375.00	1,000.00	1,600.00	62.50%
Electrical Permits	43360	0.00	250.00	1,600.00	15.62%
Other Licenses/Permits	43390	0.00	394.50	1,000.00	39.45%
Fines & Forfeitures	45000	0.00	35.00	200.00	17.50%
Vehicle Code Fines	45510	60.00	1,774.55	5,000.00	35.49%
Interest Earned	46100	0.00	6,246.85	10,000.00	62.46%
Rental - Garden Ctr	46815	0.00	18,000.00	36,000.00	50.00%
Rental - Airport RV	46816	2,900.00	17,400.00	35,000.00	49.71%
Rental - PW Bldg	46817	2,000.00	5,000.00	0.00	0.00%
HOPTR	47130	309.05	309.05	1,200.00	25.75%
Vehicle License Collection	47140	349.00	399.00	0.00	0.00%
Cop Monies	47240	8,333.33	115,271.27	100,000.00	115.27%
AMBAG REAP Grant - Housing	47241	0.00	3,123.50	0.00	0.00%
Element					
SB1383 Organics Recycling	47243	0.00	6,292.22	0.00	0.00%
Prop 172	47750	1,792.67	13,107.59	25,000.00	52.43%
Grants - Wellness	47760	0.00	7,500.00	7,500.00	100.00%
Police Grants Other Agencies	47780	0.00	0.00	5,000.00	0.00%
POST Reimbursements	47781	1,543.18	2,636.27	0.00	0.00%
Police Reports	48210	0.00	175.00	1,000.00	17.50%
Police Services	48211	4,375.00	27,900.00	48,000.00	58.12%
Public Events	48212	0.00	0.00	5,000.00	0.00%
Use Permits	48805	4,340.00	21,060.00	20,000.00	105.30%
Maps/Publications	48810	0.00	0.00	100.00	0.00%

City of Del Rey Oaks
Statement of Revenue and Expenditures

100 - General Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Property Inspections	48825	250.00	1,750.00	4,500.00	38.88%
Miscellaneous Revenue	48840	3,684.20	10,160.65	10,000.00	101.60%
Rental - Park	48910	(50.00)	1,700.00	3,100.00	54.83%
Miscellaneous Refunds	48930	135.75	3,109.75	0.00	0.00%
Total Non Department Specific		589,295.80	1,717,227.42	3,087,900.00	55.61%
Police	210				
Airport Police Services	48220	90,304.17	447,770.85	1,211,250.00	36.96%
Total Police		90,304.17	447,770.85	1,211,250.00	36.97%
Total Revenue		679,599.97	2,164,998.27	4,299,150.00	50.36%
Expense					
Council	110				
Council Member Stipend	61115	625.00	3,750.00	9,000.00	41.66%
Medicare	61130	9.06	54.36	200.00	27.18%
Social Security	61131	38.75	232.50	0.00	0.00%
Employer FUTA	61132	3.75	22.50	0.00	0.00%
Dental Expense	61135	0.00	2,239.15	7,400.00	30.25%
Member/Dues/Contributions	64550	0.00	991.17	2,000.00	49.55%
Strategic Planning	64570	0.00	0.00	12,000.00	0.00%
Travel Expenses	64610	0.00	0.00	3,000.00	0.00%
Total Council		676.56	7,289.68	33,600.00	21.70%
City Clerk	111				
Payroll	61105	10,750.78	65,782.83	142,800.00	46.06%
Temp Payroll	61107	0.00	0.00	25,000.00	0.00%
Overtime	61110	302.85	3,203.77	5,000.00	64.07%
PERS UAL	61124	0.00	38,622.00	40,000.00	96.55%
PERS Retirement	61125	737.32	4,434.66	11,700.00	37.90%
Medicare	61130	158.05	963.05	2,100.00	45.85%
Employer FUTA	61132	0.00	42.01	0.00	0.00%
Dental Expense	61135	0.00	953.22	3,400.00	28.03%
Health Insurance	61140	3,260.86	18,409.33	47,200.00	39.00%
Health Insurance -Retiree	61141	0.00	0.00	1,860.00	0.00%
Vision Ins	61145	27.89	133.20	500.00	26.64%
Workers Comp	61150	0.00	5,181.00	7,900.00	65.58%
Wellness Program	61155	327.74	724.18	1,100.00	65.83%
Materials/Supply	62410	11,461.65	17,551.61	16,300.00	107.67%
Office Supplies	62430	2,138.54	3,860.68	11,200.00	34.47%
Repair/Maintenance	63505	397.84	1,776.93	3,000.00	59.23%
Telephone	63530	144.32	1,917.65	7,680.00	24.96%
Website Design & Maintenance	63535	0.00	112.43	3,800.00	2.95%
Postage / Shipping	63540	2,300.74	3,537.75	2,400.00	147.40%
Training	63605	0.00	517.95	5,000.00	10.35%
Liability/Prop Non-Dpt	63620	0.00	8,304.68	14,900.00	55.73%
Contract Services - IT	63635	1,800.00	4,518.89	5,000.00	90.37%
Contract Services - HR	63652	0.00	27.30	40,000.00	0.06%
Organic Waste Regs Services	63654	0.00	0.00	12,000.00	0.00%
Agenda Management System	64315	0.00	4,920.00	4,920.00	100.00%
Document Management System	64316	0.00	0.00	1,500.00	0.00%
Municipal Code Service	64320	0.00	3,278.34	10,000.00	32.78%
Records Retention Services	64330	0.00	0.00	5,000.00	0.00%
Member/Dues/Contributions	64550	0.00	200.00	1,000.00	20.00%
Election Cost	64588	0.00	8,477.79	0.00	0.00%

City of Del Rey Oaks
Statement of Revenue and Expenditures

100 - General Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Furniture, Equipment & Vehicles	66300	0.00	0.00	3,000.00	0.00%
Total City Clerk		33,808.58	197,451.25	435,260.00	45.36%
City Manager	120				
Payroll	61105	14,846.90	90,019.96	175,000.00	51.43%
PERS UAL	61124	0.00	893.00	900.00	99.22%
PERS Retirement	61125	1,031.46	5,937.32	13,100.00	45.32%
Medicare	61130	214.72	1,302.96	2,500.00	52.11%
Dental Expense	61135	0.00	966.45	1,700.00	56.85%
Health Insurance	61140	2,748.23	16,489.38	23,600.00	69.87%
Vision Ins	61145	29.60	177.60	200.00	88.80%
Workers Comp	61150	0.00	6,484.00	9,700.00	66.84%
Wellness Program	61155	0.00	0.00	500.00	0.00%
Deferred Compensation	61165	0.00	0.00	12,000.00	0.00%
Admin Leave	61175	0.00	0.00	7,000.00	0.00%
Auto Allowance	61180	415.38	2,492.28	5,400.00	46.15%
Office Supplies	62430	0.00	125.62	1,530.00	8.21%
Liability/Prop Non-Dpt	63620	0.00	10,454.00	18,200.00	57.43%
Member/Dues/Contributions	64550	0.00	550.00	3,500.00	15.71%
Books and Periodicals	64565	0.00	0.00	300.00	0.00%
Travel Expenses	64610	0.00	0.00	8,000.00	0.00%
Contingency	66905	0.00	0.00	8,830.00	0.00%
Total City Manager		19,286.29	135,892.57	291,960.00	46.54%
Audit/Treasurer	130				
ADP Payroll Fees	62310	200.00	200.00	7,100.00	2.81%
Bank Service Charges	62320	7.58	2,345.24	1,000.00	234.52%
Accounting Software	62431	0.00	0.00	3,600.00	0.00%
Contractual Services - Audit	63625	3,275.03	11,750.03	31,000.00	37.90%
Actuarial Services	63627	0.00	0.00	4,500.00	0.00%
Contract Services - Accounting	63645	14,489.45	77,824.63	180,000.00	43.23%
Total Audit/Treasurer		17,972.06	92,119.90	227,200.00	40.55%
Legal	150				
Contract Services - Legal	63650	50.00	65,100.65	200,000.00	32.55%
Legal Advert	64560	0.00	157.50	1,500.00	10.50%
Total Legal		50.00	65,258.15	201,500.00	32.39%
Planning & Building Regulation	160				
Economic Development Services	63639	998.50	6,465.50	30,000.00	21.55%
Contract Services - Planning	63640	4,704.75	20,136.75	40,000.00	50.34%
Building Inspections Services	63648	1,615.65	24,529.53	30,240.00	81.11%
Engineering Services	63649	0.00	0.00	5,000.00	0.00%
Travel Expenses	64610	0.00	0.00	3,000.00	0.00%
Total Planning & Building Regulation		7,318.90	51,131.78	108,240.00	47.24%
Government Buildings	180				
Repair/Maintenance	63505	555.00	3,318.86	20,000.00	16.59%
Janitorial Fund	63660	500.00	2,300.00	2,100.00	109.52%
Total Government Buildings		1,055.00	5,618.86	22,100.00	25.42%
Non-Departmental	190				
Materials/Supply	62410	1,218.82	3,007.60	6,120.00	49.14%
Telephone	63530	0.00	67.00	1,120.00	5.98%
Liability/Prop Non-Dpt	63620	0.00	12,066.49	0.00	0.00%
Member/Dues/Contributions	64550	0.00	11,625.24	13,000.00	89.42%

**City of Del Rey Oaks
Statement of Revenue and Expenditures**

100 - General Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Misc Expenses	64580	0.00	0.00	1,000.00	0.00%
S.M.I.P.	64930	0.00	31.44	200.00	15.72%
Sb 1473	64940	0.00	49.40	100.00	49.40%
Total Non-Departmental		1,218.82	26,847.17	21,540.00	124.64%
Police	210				
Payroll	61105	96,842.47	460,848.67	1,026,100.00	44.91%
Overtime	61110	11,512.42	85,342.82	120,000.00	71.11%
Reserves Payroll	61120	4,582.50	38,572.50	100,000.00	38.57%
PERS UAL - Post 06/30/18	61123	0.00	0.00	6,100.00	0.00%
PERS UAL	61124	0.00	105,353.00	102,900.00	102.38%
PERS Retirement	61125	8,814.57	53,179.38	127,500.00	41.70%
PERS 457 Expense	61126	2,400.00	16,350.00	36,000.00	45.41%
Medicare	61130	1,629.71	8,476.39	14,900.00	56.88%
Social Security	61131	109.28	990.00	0.00	0.00%
Employer FUTA	61132	3.84	110.70	0.00	0.00%
Dental Expense	61135	0.00	6,105.53	19,400.00	31.47%
Health Insurance	61140	18,329.09	115,165.44	243,000.00	47.39%
Health Insurance -Retiree	61141	149.00	832.00	700.00	118.85%
Vision Ins	61145	187.27	1,235.18	2,900.00	42.59%
Workers Comp	61150	0.00	86,697.13	212,800.00	40.74%
Wellness Program	61155	0.00	1,825.26	5,300.00	34.43%
Uniform Allowance	61160	0.00	2,250.00	10,000.00	22.50%
Materials/Supply	62410	3,508.80	47,921.37	45,000.00	106.49%
Ammunition	62420	0.00	4,678.90	4,000.00	116.97%
Office Supplies	62430	1,423.62	1,893.99	3,000.00	63.13%
PD Safety Equip Lease - Principal	62460	0.00	0.00	24,300.00	0.00%
PD Safety Equip Lease - Interest	62461	0.00	0.00	1,000.00	0.00%
Auto Ops - Supplies / Equip	62710	0.00	88.69	2,500.00	3.54%
Auto Ops - Fuel	62720	2,558.13	14,817.77	30,000.00	49.39%
Repair/Maintenance	63505	75.00	5,420.56	14,000.00	38.71%
Telephone	63530	1,410.87	8,104.30	14,000.00	57.88%
Internet	63531	0.00	473.71	2,500.00	18.94%
Records Management	63537	0.00	2,638.90	3,400.00	77.61%
Software-Annual Maintenance					
Annual Maintenance	63538	0.00	0.00	3,400.00	0.00%
Postage / Shipping	63540	84.89	203.39	500.00	40.67%
Training	63605	452.00	5,959.79	15,000.00	39.73%
Liability/Prop Non-Dpt	63620	0.00	54,784.79	111,800.00	49.00%
Contractual Services - Audit	63625	0.00	0.00	4,500.00	0.00%
Contract Services - IT	63635	1,800.00	4,750.00	6,000.00	79.16%
Contract Services - HR	63652	0.00	0.00	3,000.00	0.00%
Janitorial Fund	63660	0.00	0.00	2,000.00	0.00%
Radio Dispatch Police	63665	16,579.00	57,212.00	73,300.00	78.05%
Auto Repair/Maintenance	63730	0.00	5,287.36	14,000.00	37.76%
Animal Regulation Fire	63820	0.00	0.00	500.00	0.00%
Fund Jail & Prisoner	63830	0.00	0.00	200.00	0.00%
Acjis System Police	63840	3,001.26	3,001.26	9,000.00	33.34%
Personnel Recruit & Pre-Employment	64545	0.00	0.00	3,000.00	0.00%
Member/Dues/Contributions	64550	0.00	990.00	5,000.00	19.80%
Books and Periodicals	64565	0.00	159.00	900.00	17.66%

City of Del Rey Oaks
Statement of Revenue and Expenditures

100 - General Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Travel Expenses	64610	2,846.69	12,733.68	12,000.00	106.11%
Total Police		178,300.41	1,214,453.46	2,435,400.00	49.87%
Fire/Animal Control	220				
Fire Seaside	63810	54,775.50	54,775.50	219,100.00	25.00%
Total Fire/Animal Control		54,775.50	54,775.50	219,100.00	25.00%
Public Works/Streets	311				
Payroll	61105	6,162.10	36,901.96	79,700.00	46.30%
Overtime	61110	0.00	0.00	3,000.00	0.00%
PERS UAL	61124	0.00	893.00	1,000.00	89.30%
PERS Retirement	61125	457.40	2,721.53	6,000.00	45.35%
Medicare	61130	88.78	532.68	1,200.00	44.39%
Dental Expense	61135	0.00	634.90	1,700.00	37.34%
Health Insurance	61140	2,114.02	12,684.12	23,600.00	53.74%
Vision Ins	61145	16.51	99.06	300.00	33.02%
Workers Comp	61150	0.00	2,372.00	4,400.00	53.90%
Wellness Program	61155	0.00	0.00	500.00	0.00%
Materials/Supply	62410	42.17	16,339.00	16,500.00	99.02%
Office Supplies	62430	82.39	477.39	1,530.00	31.20%
Auto Ops - Supplies / Equip	62710	0.00	1,813.22	2,500.00	72.52%
Auto Ops - Fuel	62720	816.35	3,418.86	5,000.00	68.37%
Repair/Maintenance	63505	4,309.40	28,538.94	41,000.00	69.60%
Gabilan Crew	63515	0.00	0.00	5,000.00	0.00%
Utilities/Pge	63520	0.00	6,160.60	12,000.00	51.33%
Utilities/Water	63525	469.81	1,980.69	3,200.00	61.89%
Training	63605	0.00	0.00	5,000.00	0.00%
Liability/Prop Non-Dpt	63620	0.00	3,827.33	5,500.00	69.58%
Auto Repair/Maintenance	63730	0.00	470.15	8,300.00	5.66%
Storm Water Project - Phase 4	64920	7,067.00	7,067.00	23,000.00	30.72%
Contingency	66905	0.00	0.00	8,820.00	0.00%
Total Public Works/Streets		21,625.93	126,932.43	258,750.00	49.06%
Parks/Recreation	411				
Materials/Supply	62410	2,780.00	10,378.78	16,500.00	62.90%
Repair/Maintenance	63505	325.00	15,583.05	25,000.00	62.33%
Utilities/Water	63525	275.19	1,512.40	2,000.00	75.62%
Travel Expenses	64610	0.00	0.00	1,000.00	0.00%
Total Parks/Recreation		3,380.19	27,474.23	44,500.00	61.74%
Total Expense		339,468.24	2,005,244.98	4,299,150.00	46.64%
Excess(Deficit) of Revenue Over Expenditures		340,131.73	159,753.29	0.00	0.00%

City of Del Rey Oaks
Statement of Revenue and Expenditures

210 - Gas Tax Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Revenue					
Non Department Specific	000				
Gas Tax 2103	47010	1,071.89	6,826.98	15,000.00	45.51%
Gas Tax 2105	47020	765.60	4,537.24	10,400.00	43.62%
Gas Tax 2106	47030	732.47	5,387.82	9,100.00	59.20%
Gas Tax 2107	47040	1,094.80	5,287.72	14,200.00	37.23%
Gas Tax 2107.5	47050	0.00	1,000.00	1,000.00	100.00%
Total Non Department Specific		3,664.76	23,039.76	49,700.00	46.36%
Total Revenue		3,664.76	23,039.76	49,700.00	46.36%
Expense					
Public Works/Streets	311				
Street Sweeping	63510	0.00	0.00	10,000.00	0.00%
Street Lighting	63910	56.60	4,186.84	15,000.00	27.91%
Total Public Works/Streets		56.60	4,186.84	25,000.00	16.75%
Total Expense		56.60	4,186.84	25,000.00	16.75%
Excess(Deficit) of Revenue Over Expenditures		3,608.16	18,852.92	24,700.00	76.32%

City of Del Rey Oaks
Statement of Revenue and Expenditures

211 - SB1 Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Revenue					
Non Department Specific	000				
SB 1 Funds	47777	2,737.85	17,101.99	36,900.00	46.34%
MBASIA Contribution	48970	0.00	0.00	10,000.00	0.00%
Total Non Department Specific		2,737.85	17,101.99	46,900.00	36.46%
Total Revenue		2,737.85	17,101.99	46,900.00	36.46%
Expense					
Street Improvements	523				
Street Improvements	66410	0.00	0.00	70,000.00	0.00%
Total Street Improvements		0.00	0.00	70,000.00	0.00%
Total Expense		0.00	0.00	70,000.00	0.00%
Excess(Deficit) of Revenue Over Expenditures		2,737.85	17,101.99	(23,100.00)	(74.03)%

City of Del Rey Oaks
Statement of Revenue and Expenditures

212 - Measure X Fund

From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Revenue					
Non Department Specific	000				
Measure X	47775	0.00	0.00	92,000.00	0.00%
Total Non Department Specific		0.00	0.00	92,000.00	0.00%
Total Revenue		0.00	0.00	92,000.00	0.00%
Expense					
Via Verde/Los Encinos Street Repair	524				
Street Improvements	66410	0.00	0.00	30,000.00	0.00%
Total Via Verde/Los Encinos Street Repair		0.00	0.00	30,000.00	0.00%
Angelus/Rosita Storm Drain Repair (Engineering)	525				
Street Improvements	66410	0.00	0.00	10,000.00	0.00%
Total Angelus/Rosita Storm Drain Repair (Engineering)		0.00	0.00	10,000.00	0.00%
Angelus/Rosita Storm Drain Repair (Construction)	526				
Street Improvements	66410	0.00	0.00	60,000.00	0.00%
Total Angelus/Rosita Storm Drain Repair (Construction)		0.00	0.00	60,000.00	0.00%
Debt Service - Measure X	610				
Principal - Measure X Loan	65103	0.00	0.00	90,000.00	0.00%
Interest - Measure X	65203	0.00	0.00	2,000.00	0.00%
Total Debt Service - Measure X		0.00	0.00	92,000.00	0.00%
Total Expense		0.00	0.00	192,000.00	0.00%
Excess(Deficit) of Revenue Over Expenditures		0.00	0.00	(100,000.00)	0.00%

City of Del Rey Oaks
Statement of Revenue and Expenditures

223 - ARPA Fund
From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Revenue					
Non Department Specific	000				
ARPA Grant	47521	0.00	197,836.00	197,870.00	99.98%
Total Non Department Specific		0.00	197,836.00	197,870.00	99.98%
Total Revenue		0.00	197,836.00	197,870.00	99.98%
Expense					
City Clerk	111				
Agenda Management System	64315	0.00	3,150.00	0.00	0.00%
Computer Server Replace	64318	0.00	0.00	12,000.00	0.00%
Total City Clerk		0.00	3,150.00	12,000.00	26.25%
City Hall Parking Lot Imp	527				
Parking Lot Improvements	66425	0.00	0.00	150,000.00	0.00%
Total City Hall Parking Lot Imp		0.00	0.00	150,000.00	0.00%
Park Parking Lot	528				
Parking Lot Improvements	66425	0.00	0.00	60,500.00	0.00%
Total Park Parking Lot		0.00	0.00	60,500.00	0.00%
Total Expense		0.00	3,150.00	222,500.00	1.42%
Excess(Deficit) of Revenue Over Expenditures		0.00	194,686.00	(24,630.00)	(790.44)%

City of Del Rey Oaks
Statement of Revenue and Expenditures

311 - Prop 68 Grant Fund
 From 12/1/2022 Through 12/31/2022

		Current Period Actual	Current Year Actual	YTD Budget - Revised	Percent of Budget Used
Revenue					
Non Department Specific	000				
Donations	48844	0.00	0.00	30,000.00	0.00%
Total Non Department Specific		0.00	0.00	30,000.00	0.00%
Total Revenue		0.00	0.00	30,000.00	0.00%
Expense					
Park Play Structure	529				
Park Improvements	66420	0.00	10,361.99	13,850.00	74.81%
Total Park Play Structure		0.00	10,361.99	13,850.00	74.82%
Basketball Court Reconstruction	530				
Park Improvements	66420	0.00	0.00	30,000.00	0.00%
Total Basketball Court Reconstruction		0.00	0.00	30,000.00	0.00%
Park Parking Lot/Accessibility Project	531				
Park Improvements	66420	0.00	0.00	59,500.00	0.00%
Total Park Parking Lot/Accessibility Project		0.00	0.00	59,500.00	0.00%
Total Expense		0.00	10,361.99	103,350.00	10.03%
Excess(Deficit) of Revenue Over Expenditures		0.00	(10,361.99)	(73,350.00)	14.12%


FIRE DEPARTMENT

1635 Broadway Avenue
Seaside, CA 93955

Telephone (831) 899-6790
FAX (831) 899-6261

January 2, 2023

John Guertin, City Manager
Del Rey Oaks City Hall
650 Canyon Del Rey
Del Rey Oaks, CA 93940

Dear Mr. Guertin:

Enclosed is a copy of the response reports for the Seaside Fire Department response to Del Rey Oaks for the period of December 1, 2022 through December 31, 2022.

The Seaside Fire Department responded to the following incidents in the month of December:

Incident #

221201-SEA03016	221215-SEA03163	221228-SEA03274
221202-SEA03023	221217-SEA03175	221229-SEA03292
221202-SEA03031	221219-SEA03192	221231-SEA03311
221203-SEA03038	221227-SEA03258	
221204-SEA03049	221227-SEA03267	

There are Thirteen (13) fire calls for the month of December. If you have any questions, please contact me.

Sincerely,

Paul Blaha
Deputy Fire Chief
CC: File

SEASIDE FIRE DEPARTMENT
City of Del Rey Oaks - Response Report

Incident Date	Incident Number	Alarm Time	Arrival Time	Response Time (Minutes)	Incident Type Code	District	Street Or Highway Name	Priority
12/1/2022	221201-SEA03016	7:34:15 AM	7:40:40 AM	5.62	321	29	Quail Run	Emergent
12/2/2022	221202-SEA03023	4:53:44 AM	5:02:49 AM	8.63	500	29	Quendale	Non-Emergent
12/2/2022	221202-SEA03031	11:31:07 AM	1/2/2023 11:36	4.90	323	29	Canyon Del Rey	Emergent
12/3/2022	221203-SEA03038	10:29:41 AM	10:41:34 AM	11.15	622	29	Angelus	Non-Emergent
12/4/2022	221204-SEA03049	5:14:01 PM	5:20:02 PM	5.43	321	29	Setter	Emergent
12/15/2022	221215-SEA03163	9:05:43 PM	9:12:34 PM	6.27	321	29	Work	Emergent
12/17/2022	221217-SEA03175	1:57:50 PM	2:03:08 PM	5.30	321	29	Mty Sns	Emergent
12/19/2022	221219-SEA03192	3:56:42 PM	4:03:31 PM	6.82	622	29	Canyon Del Rey	Non-Emergent
12/27/2022	221227-SEA03258	10:42:30 AM	10:49:32 AM	6.27	745	29	Hillwill	Emergent
12/27/2022	221227-SEA03267	3:21:16 PM	3:27:59 PM	5.97	321	29	Setter	Emergent
12/28/2022	221228-SEA03274	7:43:29 AM	7:49:04 AM	5.58	321	29	Los Encinos	Emergent
12/29/2022	221229-SEA03292	4:47:28 PM	4:53:16 PM	5.80	554	29	Rosita	Emergent
12/31/2022	221231-SEA03311	8:06:58 PM	8:12:20 PM	4.48	321	29	Quendale	Emergent

Total Calls 13

LEGEND CODE:	INCIDENT TYPE:
100-173	FIRE
200-251	OVERPRESSURE
300-381	MEDICAL RESPONSE
400-482	HAZARDOUS CONDITION
500-571	SERVICE CALL
600-672	GOOD INTENT CALL
700-751	FALSE ALARM/FALSE CALL
800-810	SEVERE WEATHER
900-911	SPECIAL/CITIZEN COMPLAINT



POLICE

DEL REY OAKS

City Council Report

Dec 2022

Item 4.

Chris Bourquin
Interim Chief

Case #	Date	Offense Code 1	Offense Code Description	DRO	MPAD	OJ	Residential	Commercial
22-322	12/01/2022	Information Only						
22-323	12/02/2022	ACI	Injury Traffic Collision	X				X
22-324	12/05/2022	Outside Warrant/F	Warrant Arrest			X		
22-325	12/11/2022	484(A) PC	Petty Theft	X				X
22-326	12/11/2022	602 PC	Trespassing	X				X
22-327	12/13/2022	476 PC	Fraud	X			X	
22-328	12/14/2022	Surrendered Property			X			X
22-329	12/15/2022	Surrendered Property			X			X
22-330	12/15/2022	530.5(A) PC	Identity Theft	X			X	
22-331	12/15/2022	Lost Property			X			X
22-332	12/17/2022	Information Only			X			X
22-333	12/18/2022	484(A) PC	Theft (Shoplifting)	X				X
22-334	12/18/2022	Found Property		X				
22-335	12/20/2022	ACB	Non-Injury Traffic Collision	X				X
22-336	12/22/2022	594(A)(1) PC	Vandalism	X				X
22-337	12/22/2022	Information Only		X				
22-338	12/24/2022	Information Only			X			
22-339	12/26/2022	12500(A) VC	Unlicensed Driver	X				X
22-340	12/29/2022	Towed Vehicle			X			X
22-341	12/29/2022	Information Only			X			X
22-342	12/30/2022	487(A) PC	Grand Theft	X				X
21 Cases								

Calls for Service	
Month	YTD
273	3,787

Case Reports	
Month	YTD
21	342

Alarms					
Residential		Commercial		MPAD	
Mo.	YTD	Mo.	YTD	Mo.	YTD
2	13	1	44	3	50

Citations					
Moving		Parking		Warning	
Mo.	YTD	Mo.	YTD	Mo.	YTD
04	50	1	141	5	119



Group A Offense Report

Printed On: 01/10/2023

Item 4.

Beginning Date: 12/01/2022

Ending Date: 12/31/2022

Page 1 of 2

Agency: All

Offense	Reported in 2022	Reported in 2021	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	NA
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	NA
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	NA
Non-consensual Sex Offenses:							
Rape	0	0	NA	0	0.00%	0.00%	NA
Sodomy	0	0	NA	0	0.00%	0.00%	NA
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	NA
Fondling	0	0	NA	0	0.00%	0.00%	NA
Aggravated Assault	0	0	NA	0	0.00%	0.00%	NA
Simple Assault	0	0	NA	0	0.00%	0.00%	NA
Intimidation	0	0	NA	0	0.00%	0.00%	NA
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	NA
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	NA
Statutory Rape	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Persons Total	0	0	NA	0	0.00%	0.00%	NA
Robbery	0	0	NA	0	0.00%	0.00%	NA
Burglary/Breaking & Entering	0	1	-100.00%	0	0.00%	0.00%	NA
Larceny/Theft Offenses	2	6	-66.67%	0	0.00%	40.00%	NA
Motor Vehicle Theft	0	0	NA	0	0.00%	0.00%	NA
Arson	0	0	NA	0	0.00%	0.00%	NA
Destruction Of Property	1	4	-75.00%	0	0.00%	20.00%	NA
Counterfeiting/Forgery	1	0	NA	0	0.00%	20.00%	NA
Fraud Offense	1	5	-80.00%	0	0.00%	20.00%	NA
Embezzlement	0	0	NA	0	0.00%	0.00%	NA
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	NA
Bribery	0	0	NA	0	0.00%	0.00%	NA
Stolen Property Offenses	0	1	-100.00%	0	0.00%	0.00%	NA
Crimes Against Property Total	5	17	-70.59%	0	0.00%	100%	NA
Drug/Narcotic Violations	0	1	-100.00%	0	0.00%	0.00%	NA
Drug Equipment Violations	0	0	NA	0	0.00%	0.00%	NA
Gambling Offenses	0	0	NA	0	0.00%	0.00%	NA
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	NA
Prostitution	0	0	NA	0	0.00%	0.00%	NA
Weapons Law Violation	0	0	NA	0	0.00%	0.00%	NA
Animal Cruelty	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Society Total	0	1	-100%	0	0.00%	0.00%	NA
Total Group "A" Offenses	5	18	-72.22%	0	0.00%	100%	NA

Note: The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.

* Adjusted population base: 1

2022 Crime in California



Group A Offense Report

Printed On: 01/10/2023

Item 4.

Beginning Date: 12/01/2022

Ending Date: 12/31/2022

Page 2 of 2

Statewide Crime Profile



Group A Offense Report

Printed On: 01/10/2023

Item 4.

Beginning Date: 01/01/2022

Ending Date: 12/31/2022

Page 1 of 2

Agency: All

Offense	Reported in 2022	Reported in 2021	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	NA
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	NA
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	NA
Non-consensual Sex Offenses:							
Rape	0	0	NA	0	0.00%	0.00%	NA
Sodomy	0	0	NA	0	0.00%	0.00%	NA
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	NA
Fondling	1	0	NA	0	0.00%	7.69%	NA
Aggravated Assault	3	2	50.00%	1	33.33%	23.08%	NA
Simple Assault	7	2	250.00%	1	14.29%	53.85%	NA
Intimidation	2	0	NA	0	0.00%	15.38%	NA
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	NA
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	NA
Statutory Rape	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	NA
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Persons Total	13	4	225%	2	15.38%	9.29%	NA
Robbery	0	0	NA	0	0.00%	0.00%	NA
Burglary/Breaking & Entering	1	3	-66.67%	0	0.00%	0.89%	NA
Larceny/Theft Offenses	77	17	352.94%	20	25.97%	68.75%	NA
Motor Vehicle Theft	3	2	50.00%	1	33.33%	2.68%	NA
Arson	0	0	NA	0	0.00%	0.00%	NA
Destruction Of Property	14	13	7.69%	0	0.00%	12.50%	NA
Counterfeiting/Forgery	3	0	NA	0	0.00%	2.68%	NA
Fraud Offense	13	14	-7.14%	1	7.69%	11.61%	NA
Embezzlement	0	0	NA	0	0.00%	0.00%	NA
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	NA
Bribery	0	0	NA	0	0.00%	0.00%	NA
Stolen Property Offenses	1	2	-50.00%	1	100.00%	0.89%	NA
Crimes Against Property Total	112	51	119.61%	23	20.54%	80%	NA
Drug/Narcotic Violations	5	3	66.67%	4	80.00%	33.33%	NA
Drug Equipment Violations	6	1	500.00%	5	83.33%	40.00%	NA
Gambling Offenses	0	0	NA	0	0.00%	0.00%	NA
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	NA
Prostitution	0	0	NA	0	0.00%	0.00%	NA
Weapons Law Violation	4	1	300.00%	1	25.00%	26.67%	NA
Animal Cruelty	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Society Total	15	5	200%	10	66.67%	10.71%	NA
Total Group "A" Offenses	140	60	133.33%	35	25%	100%	NA

Note: The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.

* Adjusted population base: 1

2022 Crime in California



Group A Offense Report

Printed On: 01/10/2023

Item 4.

Beginning Date: 01/01/2022

Ending Date: 12/31/2022

Page 2 of 2

Statewide Crime Profile



Staff Report

DATE: January 24th, 2023

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Interim Chief of Police

SUBJECT: Motorola Portable Radio Purchase

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Approve the purchase of six(6) APX Next radios to support public safety communications

Background

January 1st, 2013, was the date set by the FCC that required Monterey County Law Enforcement agencies to narrowband. This FCC order was meant to increase efficiency. As a result of the pending requirement, The County of Monterey made the decision to move from an analog system to a digital trunked system. Monterey County ITD implemented the Next Generation Emergency Network (NGEN) project. In 2011, Monterey County agencies purchased radios from Harris Corporation in anticipation of the change required by the project. On June 1st, 2017, Monterey County Communications along with all partnering agencies, transitioned from an analog to a digital system for police radio traffic. The Del Rey Oaks Police Department has continued to use those radios purchased in 2011 as well as hand-me-downs from our partners agencies who have already transitioned to Motorola. Our current Harris radios are end of life and must be replaced.

Summary & Discussion

Most, if not all municipal and county agencies have moved from Harris to Motorola. Upgrades to the County NGEN system will likely be based on Motorola radio capabilities and the Monterey County radio shop, who manages and programs radios under NGEN, will easily be able to provide that service to us.

Fiscal Impacts

The cost to implement this project will be \$62,735.00. The money to pay for the project will come from ARPA funds previously received by the City of Del Rey Oaks.

ATTACHMENTS:

Motorola Quote 1940471
Motorola Lease / Purchase Agreement

Respectfully Submitted,

Chris Bourquin
Interim Chief of Police



Quote Number: QUOTE-1940471

Billing Address:

DEL REY OAKS POLICE DEPT
650 CANYON DEL REY RD
DEL REY OAKS CA, 93940

Quote Date: 2022-11-02

Expiration Date: 2023-01-01

Contract Name: 36273 - SOURCEWELL

Quote Created By:

Jim Trevino
Motorola Manufacture Representative
jtrevino@daywireless.com
408-640-9861

Customer: DEL REY OAKS POLICE DEPT

Contact Name: Chris Bourquin

Currency: USD

Terms and Conditions: Net 30 Days

Line #	Item Number	Description	Quantity	Term	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
	APX™ NEXT										
1	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE.	6		\$6,641.00	\$39,846.00	27.00%	\$1,793.07	\$4,847.93	\$29,087.58	0142
1a	QA00569AP	ADD: 7/800MHZ BAND.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1b	QA00570AW	ADD: VHF BAND+.	6		\$800.00	\$4,800.00	27.00%	\$216.00	\$584.00	\$3,504.00	0142
1c	BD00001AA	ADD: CORE BUNDLE.	6		\$3,106.00	\$18,636.00	27.00%	\$838.62	\$2,267.38	\$13,604.28	0142
1d	H499KC	ENH: SUBMERSIBLE (DELTA T).	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1e	H38DA	ADD: SMARTZONE OPERATION.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1g	Q361CD	ADD: P25 9600 BAUD TRUNKING.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1h	QA09028AA	ADD: VIQI VC RADIO OPERATION.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1i	QA03399AK	ADD: ENHANCED DATA.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1j	Q387CB	ADD: MULTICAST VOTING SCAN.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1k	QA00580BA	ADD: TDMA OPERATION.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1l	QA09001AM	ADD: WIFI CAPABILITY.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1m	BD00010AA	ADD: SECURITY BUNDLE.	6		\$1,023.00	\$6,138.00	27.00%	\$276.21	\$746.79	\$4,480.74	0142
1n	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1o	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1p	H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1q	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1r	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
1s	H637AA	ADD: APX NEXT DMS BUNDLE PROMO.	6		-\$22.95	-\$137.70	0.00%	\$0.00	-\$22.95	-\$137.70	0142
1t	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO.	6		-\$300.00	-\$1,800.00	0.00%	\$0.00	-\$300.00	-\$1,800.00	0142
1u	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO.	6		-\$56.00	-\$336.00	0.00%	\$0.00	-\$56.00	-\$336.00	0142
1v	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US.	6		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0142
2	SSV01P01407B	SMARTPROGRAMMING PROMO.	6	1 YEAR	\$75.00	\$450.00	0.00%	\$0.00	\$75.00	\$450.00	0712
3	SSV01P01476A	SMARTLOCATE PROMO.	6	1 YEAR	\$75.00	\$450.00	0.00%	\$0.00	\$75.00	\$450.00	0712
4	SSV01P01902A	SMARTMAPPING PROMO.	6	1 YEAR	\$75.00	\$450.00	0.00%	\$0.00	\$75.00	\$450.00	0712
5	SSV01P01901A	SMARTMESSAGING PROMO.	6	1 YEAR	\$75.00	\$450.00	0.00%	\$0.00	\$75.00	\$450.00	0712
6	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER.	6	1 YEAR	\$56.00	\$336.00	0.00%	\$0.00	\$56.00	\$336.00	0612

7	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE- PROMO.	6	12 MONTHS	\$68.88	\$413.28	0.00%	\$0.00	\$68.88	\$413.28	0724
8	PSV01S01742A	RADIOCENTRAL TRAINING VIRTUAL (1 SEAT).	1		\$1,700.00	\$1,700.00	0.00%	\$0.00	\$1,700.00	\$1,700.00	0943
9	PSV00S01424A	APX NEXT PROVISIONING.	1		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0700
10	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0712
11	PSV01S02941A	SMARTMESSAGING ENABLEMENT.	1		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0712
12	PSV01S02944A	PROVISIONING SUPPORT.	1		\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0712
	Standalone Items										
13	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA.	6		\$169.56	\$1,017.36	20.01%	\$33.93	\$135.63	\$813.78	0785
14	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER.	1		\$1,420.20	\$1,420.20	15.00%	\$213.03	\$1,207.17	\$1,207.17	0414
	Standalone Items										
15	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB.	6		\$486.00	\$2,916.00	20.01%	\$97.25	\$388.75	\$2,332.50	0372

Net Total \$57,005.63

Estimated Tax \$5,273.02

Estimated Freight \$456.05

Grand Total \$62,734.70

Services & Subscriptions

Item Number	Description	Quantity	Unit Recurring Sale Price	Recurring Sale Price	Term	Ext. Sale Price
SSV01P01407B	SMARTPROGRAMMING PROMO	6	\$75.00	\$450.00	1 YEAR	\$450.00
SSV01P01476A	SMARTLOCATE PROMO	6	\$75.00	\$450.00	1 YEAR	\$450.00
SSV01P01902A	SMARTMAPPING PROMO	6	\$75.00	\$450.00	1 YEAR	\$450.00
SSV01P01901A	SMARTMESSAGING PROMO	6	\$75.00	\$450.00	1 YEAR	\$450.00
SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER	6	\$56.00	\$336.00	1 YEAR	\$336.00
LSV01P01414A	APX NEXT DMS ADVANCED SERVICE- PROMO	6	\$68.88	\$413.28	1 YEAR	\$413.28



Date: November 3, 2022

To: Del Rey Oaks Police Dept
Attn: Chris Bourquin
650 Canyon Del Rey Rd
Del Rey Oaks, CA 93940

Re: Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease Purchase Agreement (Tax-exempt)

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: Del Rey Oaks Police Dept

Total Transaction Value: \$ 62,735.00

Down Payment: \$ 0.00

Balance to Finance: \$ 62,735.00

Equipment: New Motorola APX Next radios to support public safety Communications (As per the Motorola Solutions equipment proposal.)

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3
<i>Lease Term</i>	1 Years	3 Years	5 Years
<i>Payment type</i>	Annually Arrears	Annually Arrears	Annually Arrears
<i>Lease Rate</i>	8.15%	6.93%	6.58%
<i>Lease Factor</i>	1.084614	0.382127	0.242470
<i>Payment</i>	\$68,043.26	\$23,972.74	\$15,211.36
<i>Start</i>	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

Expiration: The above lease rates and factors are valid for all leases commenced by 12/3/2022. After this date the rate will be reset to reflect current market conditions.

Program Highlights: Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).
 One hundred percent (100%) of a project's acquisition cost can be financed.
 Payment frequency can be matched to meet your cash flow and budget requirements.
 No pre-payment penalties.
 Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications: Receipt of a properly executed documentation package.
 Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.
 Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.
 This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

Documentation: Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A/Equipment List
Schedule B/Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,
Jim Trevino
Senior Account Manager
+1 (408) 640-9861

APX NEXT

PROTECT YOUR FOCUS

IN PUBLIC SAFETY, FOCUS IS YOUR GREATEST RESOURCE. MAKE SURE IT'S PROTECTED WITH APX NEXT®.

A MASSIVE ADVANCE IN MISSION-CRITICAL VOICE AND DATA

Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. Digital mics and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond your P25 system. The result is a radio that works when you need it, without pause, distraction or doubt.

EFFORTLESS IS ALWAYS IN REACH

APX NEXT is designed for effortless usability when everything is on the line. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio. ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is simple, fast and logical. You stay focused on what matters—your mission and your safety.

BRING NEW INTELLIGENCE TO THE POINT OF ENGAGEMENT

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations. And as part of our unique, end-to-end public safety ecosystem, APX NEXT data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

UPDATE YOUR FLEET IN MINUTES, NOT MONTHS

APX NEXT gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keeps radios in the field, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of services helps you manage your operation. With APX NEXT, your ownership experience is streamlined, so your valuable resources stay focused and ready.



MISSION-CRITICAL DESIGN

Item 5.

New antenna technology improves comfort and wearability

Large color top screen, for glanceable status updates

Intuitive hard controls, protected against accidental activation

Mission-critical touchscreen: rugged, usable with gloves, readable in all lighting conditions

Digital microphones, for outstanding audio capture

Large, distinctive buttons for PTT, emergency and ViQi, and two additional programmable side buttons

Standard 4400 mAh battery, with 5650 mAh high-capacity option

FEATURES

OPERATION MODES

Digital Trunking: 9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA

Digital Conventional: APCO 25

Analog Trunking: 3600 Baud SmartNet®, SmartZone®, Omnilink®

Analog Conventional: MDC 1200

ASTRO® 25 Integrated Voice and Data

SmartConnect Multi-net Connectivity*

FREQUENCY BANDS

All-band: Simultaneous Operation in VHF, UHF Range 1, UHF Range 2, 700 and 800 MHz Bands

Available in Multi-band and Single-band Configurations Up to 3000 Channels

Up to 125 Zones

ADDITIONAL CONNECTIVITY

Bluetooth (Version 5.0)

WiFi (802.11a/b/g/n/ac), 2.4 and 5 GHz Bands

LTE (FirstNet®, Verizon, & Bell Mobility - certified)

NFC (Near-Field Communications)**

AUDIO FEATURES

3 W Speaker with Adaptive Equalization

2 Internal Digital Microphones

Adaptive Dual-sided Operation

Adaptive Noise Suppression Intensity

Adaptive Gain Control

Adaptive Windporting

IMPRES™ Audio Accessory Compatibility

MANAGEMENT

RadioCentral™

SmartProgramming*

SmartInsight* Preview

LOCATION-TRACKING

Built-in GNSS (GPS and GLONASS)

SmartLocate and Indoor Positioning*

Mission-critical Geofence**

SmartMapping*

SECURITY

256-bit AES*

Single-key ADP Encryption*

Software Key

P25 Authentication*

Multikey for 128 Keys and Multi-algorithm*

Over-The-Air Key Loading***

Over-The-Air Rekeying (OTAR)*

INGRESS PROTECTION

IP6x Dust

IPx8 Submersion (2 m, 4 hr)

MIL-STD Delta-T, 512.X Procedure 1

MESSAGING

Text Messaging

Freeform or Canned Messages

SmartMessaging*

USER INTERFACE

3.6" Mission-critical Touchscreen: 800x480 TFT 24-bit Full Color Transflective Display, 1 mm Toughened Glass Lens

Capacitive Touch Technology: Usable with Gloves

Up to 4 mm Thick, Resistant to False Actuation from Fresh or Salt Water, Snow, Ice, Dirt or Grease

High Velocity User Interface: Large Touch Targets, Shallow Menu Hierarchy, Home Screen Information at a Glance, Integrated Applications

1.2" Top Display: 200x112 TFT 18-bit Color Transflective Screen, 1 Line of Icons, 2 Lines of Text, 14 Characters per Line, 2 mm Toughened Glass Lens

PTT Button: 1.32 x 0.54 in (33.5 x 13.8 mm)

16-position Channel Selector

Angled Power/Volume Knob

Large Orange Emergency Button

3 Programmable Side Buttons (1-dot, 2-dot, purple)

Concentric 2-position Switch

ABC Zone Switch

ViQi Button (3-dot)

Display On/Off/Home Button

ViQi VOICE INTERACTION

Customizable Voice Announcements

Voice Control: 13 Actions with Intuitive Commands*

Virtual Partner Service*

ENERGY

Standard 4400 mAh Battery

Optional High Capacity 5650 mAh Battery*

IMPRES 2 Smart Battery Technology

SENSORS

Ambient Light

Accelerometer x2 (Display Orientation, Man Down)

Magnetometer (eCompass)

OTHER FEATURES

Radio Profiles

Enhanced Data*

Multicast Voting Scan*

Man Down*

DVRS PSU*

Digital Tone Signaling*

DIMENSIONS

Radio with Standard Battery, no Antenna

Height: 5.4 in (138 mm)

Width: 2.5 in (63 mm)

Depth: 1.7 in (43 mm)

Weight: 18.5 oz (525 g)

Radio with High Capacity Battery, no Antenna

Height: 7.1 in (180 mm)

Width: 2.5 in (63 mm)

Depth: 1.7 in (43 mm)

Weight: 22.8 oz (647 g)

Item 5.

6.3 in
(161 mm)

5.4 in
(138 mm)

3.2 in
(80 mm)

1.7 in
(43 mm)

2.5 in
(63 mm)

PERFORMANCE

TRANSMITTER

	Footnote	VHF	UHF Range 1	UHF Range 2	700 MHz	800 MHz
Frequency Range / Bandsplits	-	136-174 MHz	380-470 MHz	450-520 MHz	762-776, 792-806 MHz	806-825, 851-870 MHz
Channel Spacing	1	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power (Adjustable)	2	1-6 W	1-5 W	1-5 W	1-2.5 W	1-3 W
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	2	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm
Modulation Limiting (12.5 / 20 / 25 kHz Channel)	2	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz
Emissions (Conducted and Radiated)	2	-75 dBc	-75 dBc	-75 dBc	-75 dBc	-75 dBc
Audio Response	2	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	2	-53 / -55 dB	-52 / -54 dB	-51 / -54 dB	-50 / -55 dB	-49 / -53 dB
Audio Distortion (12.5 / 25 kHz Channel)	2	0.75% / 0.75%	0.75% / 0.75%	0.75% / 0.75%	0.85% / 0.85%	0.85% / 0.85%

RECEIVER

	Footnote	VHF	UHF Range 1	UHF Range 2	700 MHz	800 MHz
Frequency Range / Bandsplits	-	136-174 MHz	380-470 MHz	450-520 MHz	762-776, 799-806 MHz	851-870 MHz
Channel Spacing	1	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	2	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm
Analog Sensitivity (12 dB SINAD)	2	0.178 µV (-122.0 dBm)	0.211 µV (-120.5 dBm)	0.211 µV (-120.5 dBm)	0.224 µV (-120.0 dBm)	0.237 µV (-119.5 dBm)
Digital Sensitivity (1% BER)	3	0.266 µV (-118.5 dBm)	0.298 µV (-117.5 dBm)	0.298 µV (-117.5 dBm)	0.335 µV (-116.5 dBm)	0.335 µV (-116.5 dBm)
Digital Sensitivity (5% BER)	3	0.158 µV (-123.0 dBm)	0.178 µV (-122.0 dBm)	0.178 µV (-122.0 dBm)	0.224 µV (-120.0 dBm)	0.224 µV (-120.0 dBm)
Selectivity (12.5 / 25 kHz Channel)	2	77 / 84 dB	74 / 81 dB	74 / 81 dB	72 / 80 dB	72 / 79 dB
Intermodulation Rejection	2	82 dB	80 dB	80 dB	80 dB	80 dB
Spurious Rejection	2	98 dB	95 dB	95 dB	98 dB	98 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	2	55 / 59 dB	54 / 58 dB	54 / 58 dB	53 / 57 dB	52 / 56 dB
Audio Distortion	2	0.90%	0.90%	0.90%	0.90%	0.90%

IMPRES™ 2 BATTERIES

	Footnote	Part No	Capacity	Availability
Standard	-	NNTN9216	4400 mAh	Included
High Capacity	-	NNTN9089	5650 mAh	Optional
Standard HazLoc	4	NNTN9217	4400 mAh	Optional
High Capacity HazLoc	4	NNTN9090	5650 mAh	Optional

ENCRIPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL, Localized Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	1024 Keys, Programmable for 128 Common Key References (CKR) or 16 Physical Identifiers (PID)
Encryption Keying	Local Key Loader and Over-the-Air Rekeying (OTAR)
Synchronization	XL - Counter Addressing OFB - Output Feedback
Vector Generator	NIST-Approved Random Number Generator
Encryption Type	Digital and SecureNet, TLS1.2, SRTP
Key Storage	Tamper-protected Volatile or Non-volatile Memory
Key Erasure	Keyboard Command and Tamper Detection
Standards	FIPS 140-2 Level 1 and Level 3, FIPS 197
Device Certificates	x.509v3 ECC-P384, x.509v3 RSA-2048
Cipher Suites	ECDHE_ECDSA_WITH_AES256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA TLS_RSA_WITH_AES_256_GCM_SHA384 SRTP_AEAD_AES_256_GCM1

COLOR

Standard Color	Black/Gray
Optional Side Panel Colors (Supplied as Retro-fit Kits)	Red, Blue, Orange, Public Safety Yellow, High Impact Green, Coyote Brown

WIRELESS

LTE	
Bands Supported	2, 4, 12, 13, 14
Bands (Hardware Ready)	5, 17
Device Category	4
Certifications	FirstNet®, Verizon, Bell Mobility

WiFi	
Standards Supported	802.11a/b/g/n/ac
Frequency Range	2400-2472, 5180-5825 MHz
Security	Supports WPA-2, WPA, WEP
Capacity	Up to 20 SSIDs

Bluetooth	
Version	5.0
Frequency Range	2402 - 2480 MHz
Security	128-bit AES-CCM Encryption

AUDIO

Audio Output Power at Rated	3 W
Audio Output Power at Max	5 W
Audio Response (EIA)	+1, -3 dB
Speech Loudness at 12 in (300 mm)	105 Phon
Audio Features	Adaptive Equalization Adaptive Dual-sided Operation Adaptive Noise Suppression Intensity Adaptive Gain Control Adaptive Windporting IMPRES Audio

LOCATION-TRACKING

	Footnote	
Constellations	-	GNSS (GPS and GLONASS)
Tracking Sensitivity	-	-159 dBm
Accuracy	5	<5m (95%)
Cold Start	5	<60 Seconds (95%)
Hot Start	5	<5 Seconds (95%)
Mode	-	Autonomous (Assisted only with LTE service)

ENVIRONMENTAL AND REGULATORY

Item 5.

MIL-STD 810

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G/H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1, C3	503.3	I/A1, C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Submersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.3	IV	516.4	IV	516.5	IV	516.6	IV

ENVIRONMENTAL

	Footnote	
Operating Temperature	6	-30 to +60 °C (-22 to +140 °F)
Storage Temperature	6	-40 to +85 °C (-40 to +185 °F)
Humidity	-	Per MIL-STD 810
ESD	-	IEC 801 - 2 kV
Dust Resistance	-	IP6X
Water Resistance (Submersion)	-	IPX8 (2 meters, 4 hours) MIL-STD Delta-T, 512.X Procedure 1

FOOTNOTES:

1. Please refer to local regulations for available channel bandwidths.
2. Measured conductively in analog mode per TIA / EIA 603 under nominal conditions, and at 1 W Rated Audio for Rx. Selectivity measured using the TIA-603 single-tone method.
3. Measured conductively in digital mode per TIA / EIA IS 102.
4. Listed by UL to non-incendive standards: UL 121201 and CAN/CSA C22.2 No. 213-17 as safe for use in Class I, Division 2, Groups A,B,C,D; Class II, Division 2, Groups F,G; Class III Hazardous Locations.
5. Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength. Specs provided are 95th percentile values.

REGULATORY

FCC ID	AZ489FT7119
IC ID	109U-89FT7119
LMR	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E
Bluetooth	1M18G1D, 1M1F1D, 2M1F1D
WiFi	12M9G1D, 16M7D1D, 17M9D1D, 36M2D1D, 17M5D1D, 18M4D1D, 36M8D1D, 76M1D1D
LTE	Band 2 (1850.7 - 1900 MHz), Modulation: *G7D, *D7W Band 4 (1710.7 - 1745 MHz), Modulation: *G7D, *D7W Band 12 (699.7 - 711 MHz), Modulation: *G7D, *D7W Band 14 (790.5 - 793 MHz), Modulation: *G7D, *D7W
All-band Model Number	H55TGT9PW8AN
Single-band Model Number	H45TGT9PW8AN

6. LMR only. Front display, LTE, WiFi, Bluetooth and GPS not available when radio internal temperature is below -20 °C (-4 °F). Hi-capacity battery required for operation between -20 °C (-4 °F) and -30 °C (-22 °F). Batteries should be charged at 0 to +45 °C (+32 to +113 °F) and stored at +20 to +25 °C (+68 to +77 °F). Reference [motorolasolutions.com/batterycares](https://www.motorolasolutions.com/batterycares)

All specifications are subject to change without notice. For full details consult product service manual, document no. MN005643A01.



ACCESSORIES

EXPAND AND CUSTOMIZE YOUR RADIO'S FUNCTIONALITY WITH BEST-IN-CLASS ACCESSORIES.

AUDIO

HEAR AND BE HEARD LIKE NEVER BEFORE



XV Remote Speaker Microphone

PMMN4123

- Loudest, clearest speaker
- Four digital microphones
- Enhanced windporting
- New adaptive noise suppression
- Dedicated ViQi button

ANTENNAS

DESIGNED FOR WEARABILITY



7/800 MHz Stubby Antenna 65 mm (760-870 MHz)

AN000296A01



Whip All-band Antenna 200 mm (V,U,7/800 MHz)

AN000297A01

Colored antenna ID bands are available for easy customization and come in packs of 10.

- | | | | |
|---|--------------------|---|--------------------|
|  | 32012144001 Gray |  | 32012144004 Blue |
|  | 32012144002 Yellow |  | 32012144005 Purple |
|  | 32012144003 Green | | |

CARRY

SECURE, EASY ACCESS



Classic Holster

PMLN7947



Hybrid Leather Carry Case

PMLN7948

Standard Capacity

PMLN7964

High Capacity

ENERGY

MAXIMIZED POWER, LIFE AND MANAGEMENT



IMPRES 2 Multi-Unit Charger

NNTN9115



IMPRES 2 Single-Unit Charger

NNTN9199



IMPRES 2 Standard Capacity Battery

NNTN9126

4400 mAh

NNTN9127

4400 mAh UL Div 2 (see footnote 4)



IMPRES 2 High Capacity Battery

NNTN9089

5650 mAh

NNTN9090

5650 mAh UL Div 2 (see footnote 4)

For a complete list of accessories, please visit motorolasolutions.com/apxnext

MANAGED AND SUPPORT SERVICES

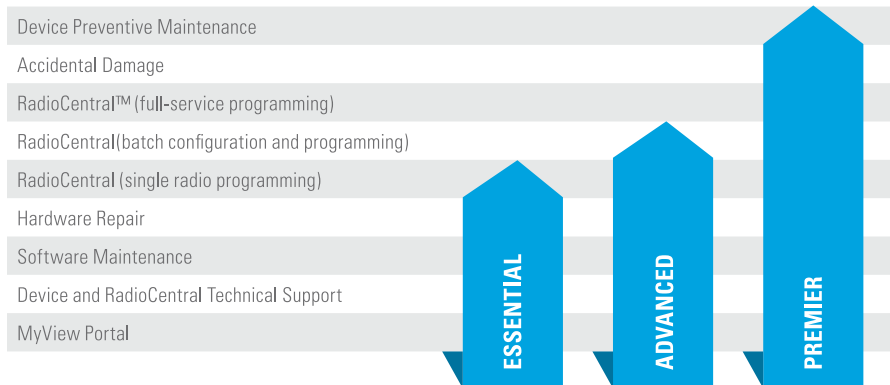
ACHIEVE MISSION CRITICAL PERFORMANCE

IN PUBLIC SAFETY, FOCUS IS YOUR GREATEST RESOURCE. APX NEXT PROTECTS YOUR FOCUS WHEN IT MATTERS MOST. YOUR MISSION-CRITICAL COMMUNICATIONS DEPEND ON THE CONSISTENT AVAILABILITY OF YOUR RADIOS.

Essential and Advanced Services provide the tools and expert support needed to efficiently manage your radio fleet. With Premier Services, you transfer your APX NEXT two-way radio operations to our managed services professionals who are focused on maximizing performance.

Rely on us to help you achieve your performance targets with the right service level you need for systems, devices and applications. Each package provides a higher level of support, transferring the risk and responsibility to Motorola Solutions.

SERVICES AT - A - GLANCE



Note:

- Accidental damage can be offered as an add-on service with Essential and Advanced packages.
- Device management training can be offered as an add-on service with all three packages.



PROTECT YOUR FOCUS WHEN IT MATTERS MOST

For more information, please visit
motorolasolutions.com/apxnext



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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Staff Report

DATE: January 24th, 2023

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Interim Chief of Police

SUBJECT: Retitle of Ford Crown Victoria from the City of Del Rey Oaks to former Reserve Officer David Laurits

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Council approve the agreement between the City of Del Rey Oaks and Former Reserve Officer David Laurits retitling the 2009 Ford Crown Victoria (VIN: 2FAHP71VX9X128512) back to him.

Background

On April 18th, 2013, Reserve Officer David Laurits purchased a Ford, Crown Victoria (VIN: 2FAHP71VX9X128512) from Folsom Lake Ford. The purchase was meant to replace an older K-9 unit, owned by the City of Del Rey Oaks, which was at end of life. At that time, the City could not afford to purchase a new K-9 unit for him. Officer Laurits spent his own money to purchase and code-3 equip the Ford Crown Victoria in question.

Summary & Discussion

The unit was used by him to travel to and from his home while working shifts for us. He maintained the unit himself. It is likely the City of Del Rey Oaks insured the unit. Officer Laurits is asking for the return of the unit minus the code-3 equipment, which will be left with the city. Officer Laurits was hired by the Del Rey Oaks Police Department March 5th, 2009. He regularly worked shifts for us throughout his employment. He retired honorably in December 2022. The loss of the unit Officer Laurits is seeking will in no way affect our Department in its ability to provide LE services to the City.

Fiscal Impacts

The City of Del Rey Oaks will be paid \$1.00 by David Laurits in exchange for retitling the Ford Crown Victoria in his name.

ATTACHMENTS:

Folsom Lake Ford Invoice Dated 0/12/2013
Cashier's Check dated 4/17/2013.

Respectfully Submitted,

Chris Bourquin
Interim Chief of Police

AGREEMENT REGARDING 2009 FORD CROWN VICTORIA VEHICLE

THIS AGREEMENT REGARDING 2009 FORD CROWN VICTORIA VEHICLE (“Agreement”) is made and entered into this ____ day of _____, 2022 by and between the City of Del Rey Oaks, a municipal corporation (“City”) and David Laurits (“Laurits”). City and Laurits may be collectively referred to herein as the “parties.”

RECITALS

WHEREAS, Laurits was hired as a reserve Police Officer with the City’s Police Department on March 5, 2009;

WHEREAS, in 2013 Officer Laurits purchased a 2009 Ford Crown Victoria vehicle (VIN# 2FAHP71VX9X128512) (the “Vehicle”) for his use in connection with his duties as a Police Officer;

WHEREAS, Laurits never gifted the Vehicle to the City, but did title it to the City for convenience and so the Vehicle could be outfitted with K-9 and Code-3 improvements;

WHEREAS, Laurits will retire honorably from the Police Department in 2022 and the parties wish to retitle the Vehicle in the name of Laurits.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1. **Consideration.** In exchange for one dollar (\$1.00) payable by Laurits to the City, the City shall retitle the Vehicle in the name of Laurits.

2. **Indemnification.** To the fullest extent permitted by law, Laurits shall protect, indemnify and hold City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, attorneys’ fees and expenses) arising from the use of the Vehicle, whether in the past or future.

3. **Release of Claims.** Laurits his own behalf and on behalf his spouses, trustees, predecessors, successors, heirs and assigns, hereby releases and forever discharges the City and its predecessors, successors, heirs and assigns from any and all causes of action, claims, demands, rights, damages, costs, suits, contracts, agreements, promises and liabilities associated with the Vehicle (“Claims”). It is understood and agreed this is a full and final release of any and all Claims. Laurits agrees to waive the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

David Laurits

4. **Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: Exhibit A, Folsom Lake Ford Invoice Dated 0/12/2013; Exhibit B, Cashier's Check dated 4/17/2013.

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

LAURITS

John Guertin, City Manager

David Laurits

Date:_____

Date:_____



THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****

COPY



#96

REGISTRATION CARD VALID FROM: 00/00/0000 TO: 12/31/2099

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2009	0000	FR	2013	110	13	1310795

BODY TYPE MODEL	MP	MO	VEHICLE ID NUMBER
4D	G	UU	2FAHP71VX9X128512

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC
AUTOMOBILE	07/16/13	27	07/16/13	4
PERM EXEMPT				

REGISTERED OWNER

CITY OF DEL REY OAKS
650 CANYON DEL REY RD

AMOUNT PAID
\$NFEE

DEL REY OAKS
CA 93940

LIENHOLDER

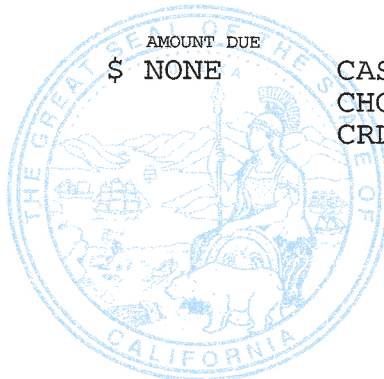
FORD MOTOR CREDIT COMPANY
1 AMERICAN RD

DEARBORN
MI 48126

AMOUNT DUE
\$ NONE

AMOUNT RECVD

CASH :
CHCK :
CRDT :



C00 567 04 0000000 0001 CS C00 071613 13 1310795 512

PRINTED ON LINEMARK PAPER. HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES. SEE BACK.

Security Features Included. Details on Back.

0053300727

CASHIER'S CHECK

0000533 11-24
Office AU # 1210(8)
Operator I.D.: u248203 cu017624

April 17, 2013

PAY TO THE ORDER OF ***FOLSOM LAKE FORD***

Twenty-six thousand eight hundred seventy-two dollars and 27 cents
\$26,872.27

VOID IF OVER US \$ 26,872.27

AUTHORIZED SIGNATURE

WELLS FARGO BANK, N.A.
1700 41ST AVE
CAPITOLA, CA 95010
FOR INQUIRIES CALL (480) 394-3122

110053300727 11210002481486151148311
DAVID LAURITS
Paid cash for this k-q unit.
David Laurits

SERIAL #: 0053300727
ACCOUNT#: 4861-511483

April 17, 2013

CASHIER'S CHECK

0000533 11-24
Office AU # 1210(8)
Purchaser: DAVID J LAURITS
Purchaser Account: 1361087446
Operator I.D.: u248203 cu017624

PAY TO THE ORDER OF ***FOLSOM LAKE FORD***

Twenty-six thousand eight hundred seventy-two dollars and 27 cents
\$26,872.27

VOID IF OVER US \$ 26,872.27

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

WELLS FARGO BANK, N.A.
1700 41ST AVE
CAPITOLA, CA 95010
FOR INQUIRIES CALL (480) 394-3122

NON-NEGOTIABLE

Item 6.

Purchaser Copy

Folsom Lake Ford

FLEET INVOICE

12755 Folsom Boulevard

Folsom, CA 95630

Phone (916) 353-2000

(831) 394-8511

DATE: 04/12/13

INVOICE: FL1845


BILL TO
ADDRESS:CITY OF DEL REY OAKS
650 CANYON DEL REY RD.
DEL REY OAKS CA 93940SHIP TO: SAME
ADDRESS: SAME
SAME

ATTN: ACCOUNTS PAYABLE

ATTN: KAREN MINAMI

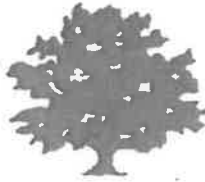
KAREN MINAMI

ATTN:

Stock No.	Vin Number	Vehicle Description	Tax	Unit Price
FL1845	2FAHP7LVX9X128512	2009 CROWN VICTOR 5.0		\$ 24759.00
ITEM#227 KEY CODE 1284X	PO NO. VERBAL			
	R/S NO. 20811656 Customer Demand R/S			
				
	DOCUMENTATION FEE			NONE
				NONE
				NONE
				NONE
				NONE
				NONE
	SUB-TOTAL OF TAXABLE ITEMS			24759.00
	DELIVERY SAC-DEL REY OAKS			NONE
	CALIFORNIA TIRE FEE			8.75
				NONE
	ESTIMATED LICENSE FEES			NONE
	\$NONE DISCOUNT IN 0 DAYS. Net due 30 days. After 35 days a penalty of \$15.00 a day will be charged per unit until paid in full.			
Vehicle and Document Receipt			2106.52	24767.75
	SUB-TOTALS			
Buyer Name	DEL REY OAKS	DATE	4-18-13	TOTAL \$ 26872.27
Telephone No.	831.332.7777	Fleet Manager	DANIEL A. RAYMONDI	

PLEASE PAY OFF INVOICE
NO STATEMENT WILL BE SENT

ORIGINAL INVOICE



CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940

PHONE (831) 394-8511 FAX (831) 394-6421

DATE: January 24, 2023

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Ratify Employment Contract for Acting Chief of Police

CEQA: Not a Project under CEQA per Article 20, Section 15378 and General Rule Article 5 Section 15061.

Recommendation

That the City Council ratify employment contract for Acting Chief of Police with Chris Bourquin.

Discussion

After 5 years of service to the City, Chief Jeff Hoyne left the City for an executive position with the Monterey County Sheriff's Office. Commander Chris Bourquin has been filling the Acting Chief of Police role since January 3, 2023. Chris will continue in this "acting" role until a permanent placement is made.

Chris brings 28 years of service and experience with the Del Rey Oaks PD to the role of Acting Chief. He was instrumental in assisting Chief Hoyne with many of the improvements and upgrades of the department in recent years and will ensure our continued progress. Chris is well respected among the staff and the community and will hit the ground running.

This will be a short-term assignment as City/Department needs and organization are evaluated, and a permanent placement is made.

Fiscal Impacts

There is an anticipated salary savings of approximately \$22,000 due to the difference in annual salary for the positions (\$172,000 Chief/\$150,000 Acting).

Respectfully submitted,

John Guertin
City Manager

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DEL REY
OAKS AND CHRIS BOURQUIN**

This Agreement ("Agreement") is made and entered into on the 24th day of January 2023, by and between the City of Del Rey Oaks ("City"), and Chris Bourquin ("Bourquin") both of whom understand as follows:

RECITALS

WHEREAS, Chief of Police Jeff Hoyne left City of Del Rey Oaks employment effective January 2, 2023;

WHEREAS, City desires to have Commander Chris Bourquin fill in as Acting Chief of Police effective January 3, 2023, until a permanent placement is made; and

WHEREAS, City desires to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Bourquin.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties:

City hereby agrees to employ Bourquin as Acting Police Chief of City to perform the functions and duties as established by the City Manager, and such other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign to him.

Bourquin shall serve at the pleasure of the City Manager, and report to and receive direction solely from the City Manager. In the event that it becomes necessary, Bourquin may be disciplined and/or placed on administrative leave by the City Manager. Bourquin shall not report to, receive direction from, or be evaluated by the City Council.

Section 2. Termination:

A. Bourquin agrees to remain in the exclusive employ of the City until December 31, 2023 ("Expiration Date") and to neither accept other employment nor to become employed by any other employer until the expiration date of this Agreement, subject to the provisions of Subsection 2. B.

B. If Bourquin resigns his position as Acting Police Acting Chief before the expiration date of the initial or any extended term of this Agreement, then Bourquin shall give City no less than 60 days written notice in advance.

C. As an "at will" employee serving at the pleasure of the City Manager, Bourquin's appointment may be terminated by the City Manager without cause at any time. In the event that Bourquin is terminated without cause, other than as specified in Section 2.D herein, the City agrees that Bourquin shall return to his previous position as Police Commander.

D. For cause termination. Bourquin may be terminated by the City Manager at any time upon five (5) business days' written notice of the termination for cause and the facts and

grounds constituting cause. "Cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement; 2) Willful or persistent material breach of duties; 3) Resume fraud or other acts of material dishonesty; 4) Unauthorized leave; 5) Conviction of a misdemeanor involving moral turpitude (*i.e.*, offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the City may, in its discretion, place Bourquin on paid or unpaid administrative leave with pay until resolution of charges brought against Bourquin); 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred; 7) Violation of the City's Municipal Code, ordinances, rules, and regulations, including but not limited to the City's Personnel Manual or Ordinances; 8) Use or possession of illegal drugs; 9) Engaging in conduct tending to bring embarrassment or disrepute to the City; 10) Any illegal or unethical act involving personal economic gain; 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or the policy decisions of the City Council; and 12) Gross misfeasance or gross malfeasance.

E. Death, Disability or Inability to Perform.

1. This Agreement shall terminate immediately upon Bourquin's death or mental or physical incapacity to perform the duties of Acting Chief of Police, subject to the City's accommodation obligations.

2. Unpaid Leave of Absence. The City reserves the right to place Bourquin on a disability leave of absence during the Term of this Agreement if Bourquin suffers any physical or mental disability that would prevent him from safely performing his duties under this Agreement. The City will engage in an interactive process with Bourquin to identify and evaluate possible accommodations that would allow Bourquin to perform his duties under this Agreement. The City will provide reasonable accommodation in accordance with applicable law in the event Bourquin's disability renders him unable to perform the essential functions of his job. If an accommodation is identified that is reasonable and will not impose an undue hardship, the City will make the accommodation. If City is unable to make a reasonable accommodation, Bourquin's employment with the City will terminate, and this Agreement will terminate.

Section 3. Non-Industrial Injury or illness:

If Bourquin is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement.

Section 4. Salary and Compensation:

Bourquin shall receive a base salary of \$150,000 per year while performing the role of Acting Chief.

Section 5. Performance Evaluation:

A. The City Manager shall review and evaluate the performance of Bourquin on a regular basis after the commencement of and for the duration of this Agreement.

B. The City Manager and Bourquin shall define the criteria that they determine are necessary for the proper fulfillment of Bourquin's duties, as outlined above, and establish goals and objectives for Bourquin to fulfill, including the establishment of a relative priority among the goals and objectives. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to

Bourquin to achieve them.

Section 6. Hours of Work:

Bourquin shall be employed on a full-time basis and for optimal customer service and should generally perform such work during City's normal business hours. However, it is recognized that Bourquin shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to establish an appropriate work schedule, with the approval of the City Manager, to meet the requirements of the position.

Section: 7. Automobile Use:

City shall provide Bourquin with an unmarked automobile suitable for his use while performing his duties as Acting Chief of Police in compliance with Internal Revenue Regulation Section 1.274-5 T(k)(6). If the City requires Bourquin to travel outside a 50-mile radius of the Monterey Airport, Bourquin shall obtain authorization from the City Manager to rent a vehicle at the expense of the City. All vehicle use by Bourquin pursuant to this Agreement must comply with the City's fleet management policy and procedures, which may be updated from time to time.

Section 8. Vacation and Sick Leave:

Bourquin shall continue to accumulate sick leave and vacation time in accordance with City policies and at his current (Commander position) rates of accrual. Bourquin shall be permitted to accumulate a maximum of 240 hours of Vacation Leave. Upon termination of employment Bourquin will be paid for unused Vacation Leave that has been earned through the last day of work up to a maximum of 240 hours.

Section 9. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member or where death appears imminent Bourquin shall be entitled to receive up to three (3) days Bereavement Leave, which shall not be charged against any other leave acquired by Bourquin. If Bourquin desires such leave, he shall notify, in writing, the City Manager of the time of absence needed and the expected date of return to work. Bereavement Leave shall not accrue or roll over from year to year and shall have no cash value and may not be cashed out.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 10. Medical. Dental. Vision. Insurance and Other Benefits:

Employee and dependent coverage is available from CalPERS at the employer's cost. Health Benefits are available on the date of hire. Dental coverage for employee and dependents is available at the employer's cost. Dental Benefits shall be available as of the execution date of this Agreement. Vision coverage for employee and dependents is available at employer cost. Vision benefits shall be available as of the execution date of this Agreement.

Section 11. Holidays:

Bourquin is authorized to celebrate the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas Day; Christmas Day; Caesar Chavez Day; Floating Holiday; and any other holidays approved by the Council.

Section 12. Retirement:

The City shall pay the employer's required PERS contribution, and Bourquin shall pay

the employee contribution as set forth in California statute. Bourquin shall receive retirement benefits at 2% at 55 years of age. The City shall provide for optimal conversion of accrued Sick Leave for Service Credit upon retirement, if available, subject to PERS regulations.

Section 13. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan. The City shall not be required to make a contribution to any of Bourquin's Deferred Compensation Plan.

During the term of the Agreement and any extensions thereof, Bourquin shall not accept any outside employment of any kind or character without having first obtained the prior approval of the City Manager.

Section 14. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Bourquin necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 15. Professional Development:

A. City agrees to pay for travel and subsistence expenses of Bourquin, with the advanced written approval of the City Manager, for professional and official travel, meetings, and occasions adequate to continue the professional development of Bourquin and to adequately pursue necessary official functions for City, and such other national, regional, state and local governmental groups and committees thereof which Bourquin serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget. Bourquin shall not accept a leadership, executive, or other officer position in a related industry or trade group without the advance consent of the City.

B. City also agrees to pay for travel and subsistence expenses of Bourquin for short courses, institutes and seminars that are necessary for his professional development and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 16. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Bourquin against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Bourquin's duties as Acting Police Chief. However, the provisions of Section 2.D and Section 20 shall prevail over this Section 16. The City shall have no obligations under this Section 16 for actions outside the course and scope of the services provided by Bourquin pursuant to this Agreement, or should Bourquin be terminated, pursuant to Section 2.D.

Section 17. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Bourquin under any law or ordinance.

Section 18. Other Terms and Conditions of Employment:

A. The City may fix other terms and conditions of employment, as it may determine

from time to time relating to the performance of Bourquin, following consultations with him, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the Ordinances of the City, the City's enabling act or any other law.

B. It is understood and agreed by City and Bourquin that Bourquin is an "at will" employee of the City. As such, Bourquin serves at the pleasure of the City Manager; Bourquin is subject to the provisions of the City's Personnel Rules and Regulations, provided they do not conflict with the tenets of this Agreement, in which case, this Agreement shall control.

Section 19. Notices:

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY:

City Manager,
650 Canyon Del Rey Blvd,
Del Rey Oaks, CA 93940

TO BOURQUIN:

Chris Bourquin
(Address on file)

Alternatively, notices required pursuant to the Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 20. Government Code §§ 53243-53243.4.

Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 53243.4, was enacted to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are set forth in full in Exhibit "B" attached hereto and incorporated herein.

Accordingly, the parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, for the purposes of this Agreement, "abuse of office or position" shall be defined as in California Government Code Section 53243.4. Notwithstanding any other provision in this Agreement and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Bourquin:

- In the event Bourquin is placed on paid leave pending an investigation, Bourquin shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes an abuse of office or position.
- In the event City pays for Bourquin's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes an abuse of office or position.
- If this contract is terminated, any cash settlement related to the termination that Bourquin may receive from City must be full reimbursed to City if he is subsequently convicted of a crime that constitutes an abuse of office or position.

Bourquin represents he has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Bourquin, including that Bourquin agrees that any cash settlement or severance related to the terms of this Agreement involving compensation for termination that Bourquin may receive from the City shall be fully reimbursed to the City.

Section 21. General Provisions:

A. Attorney's Fees. In the event either party to this Agreement brings a judicial proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and related expenses and costs, including but not limited to court costs, expert witness fees and expenses, and accountant fees and expenses. Recovery of these fees and costs shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

B. Dispute Resolution. In the event of a dispute arising out of the performance of this Agreement, both parties agree to make good faith efforts to informally resolve the dispute. If an informal settlement cannot be reached, the parties agree to mediate any disagreements in good faith. The parties shall split equally the costs of mediation. Should either party determine a dispute cannot be resolved in mediation, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.

C. Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the employment of Bourquin by City and contains all of the covenants and Agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment Agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

D. Modifications. Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

E. Effect of Waiver. The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that, or any other, term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Signatures follow on the next page.]

CITY OF DEL REY OAKS:

CHRIS BOURQUIN:

John Guertin, City Manager

Chris Bourquin

APPROVED AS TO FORM:

Alex Lorca, City Attorney

EXHIBIT A

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between Chris Bourquin ("Bourquin") and CITY ("City"), in light of the following facts:

1. Bourquin's employment with City concluded on: _____
2. Certain disputes have arisen between City and Bourquin.
3. City and Bourquin each deny any liability whatsoever to the other.
4. City and Bourquin wish to resolve fully and finally any and all disputes they may have with each other.
5. Consideration of Agreement. Bourquin is hereby informed that he has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Bourquin to consult with his legal counsel before signing this Agreement.
6. Revocation Period. Bourquin acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
7. Receipt of Sale • Payment. Bourquin acknowledges receipt of a check or checks for all compensation owing to him, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City. The payment does not constitute consideration for this Agreement.
8. Severance. Within five (5) days following Bourquin's signing, delivering to the City, and not revoking this Agreement, City shall pay Bourquin the gross amount provided for in Section 2.C. of the attached Employment Agreement, less applicable deductions. Bourquin acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by City.
9. General Release. In consideration of the Severance to be paid and provided to Bourquin, and other good and valuable consideration, Bourquin hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment by City which he now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local

employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Bourquin hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. City Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Bourquin expressly acknowledges that this General Release Agreement is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

Bourquin further acknowledges that he has read this General Release and that he understands that this is a general release, and that he intends to be legally bound by the same.

10. Fees and Costs. Bourquin and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/its reasonable attorneys' fees and costs.

Dated: _____

City of Del Rey Oaks

Dated: _____

Chris Bourquin

Exhibit B**GOVERNMENT CODE SECTIONS 53243-53243.4 and 53260(a)**

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

GOVERNMENT CODE SECTIONS 3511.1-3511.2

3511.1. As used in this chapter, the following definitions apply:

- (a) "Compensation" means annual salary, stipend, or bonus, paid by a local agency employer to a local agency executive.
- (b) "Cost-of-living" means the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations.
- (c) "Local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, or other local public agency.
- (d) "Local agency executive" means any person employed by a local agency who is not subject to the Meyers-Milius-Brown Act (Chapter 10 (commencing with Section 3500)), Chapter 5 (commencing with Section 45100) of Part 25 of Division 3 of Title 2 of the Education Code, or Chapter 4 (commencing with Section 88000) of Part 51 of Division 7 of Title 3 of the Education Code, and who meets either of the following requirements:
 - (1) The person is the Acting Chief executive officer, a deputy Acting Chief executive officer, or an assistant Acting Chief executive officer of the local agency.
 - (2) The person is the head of a department of a local agency.
 - (3) The person's position within the local agency is held by an employment contract between the local agency and that person.

3511.2. On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

- (a) An automatic renewal of a contract provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.
- (b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5.



Staff Report

DATE: January 24th, 2023

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Interim Chief of Police

SUBJECT: Drug Enforcement Administration (DEA) Monterey Office Task Force Officer (TFO) Program

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Approve the entry into an agreement between the Drug Enforcement Administration Task Force (Group 1) San Jose and the Del Rey Oaks Police Department.

Background

The Del Rey Oaks Police Department will enter into an agreement with the Drug Enforcement Administration (DEA) Monterey Office and have two Del Rey Oaks police officers deputized as Task Force Officers (TFOs). The DEA’s Task Force Officer Program is a nationwide program that helps local police department investigate drug activity in their local area.

Summary & Discussion

The DEA’s Task Force Officer Program will help train officers and provide additional resources with the growing fentanyl activity along Fremont Blvd/ Canyon Del Rey and the Highway 68 corridor. The benefits of this agreement include using additional officers for operations (force multiplier) and supplement of funds to pay for equipment and overtime expenditures. Del Rey Oaks Police Department’s participation in this program will not affect our department’s staffing levels or our ability to respond to calls within our own jurisdiction.

Fiscal Impacts

There are no fiscal impacts related to this informational report.

ATTACHMENTS:

Program - funded state and local task force agreement between Del Rey Oaks Police Department (CA0270200) and DEA Task Force Group 1 (San Jose)

Respectfully Submitted,

Chris Bourquin
Interim Chief of Police

FISCAL YEAR 2023

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN DEL REY OAKS POLICE DEPARTMENT (CA0270200) AND DEA TASK FORCE GROUP 1 (SAN JOSE)

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Del Rey Oaks Police Department - ORI# CA0270200 (hereinafter "DROPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Salinas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Salinas area, the parties hereto agree to the following:

- 1 The Task Force Group 1 (San Jose) Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Salinas area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
- 2 To accomplish the objectives of the Task Force Group 1 (San Jose) Task Force, the Del Rey Oaks Police Department agrees to detail two (2) experienced officers to the Task Force Group 1 (San Jose) Task Force for a period of not less than two years. During this period of assignment, the Del Rey Oaks Police Department officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The Del Rey Oaks Police Department officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The Del Rey Oaks Police Department officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Task Force Group 1 (San Jose) Task Force, DEA will assign four (4) Special Agents to the Task Force. The Del Rey Oaks Police Department agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the

activities of the DEA Special Agents and Del Rey Oaks Police Department officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

- 6 During the period of assignment to the Task Force Group 1 (San Jose) Task Force, the Del Rey Oaks Police Department will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Del Rey Oaks Police Department for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The Del Rey Oaks Police Department will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
- 7 In no event will the Del Rey Oaks Police Department charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The Del Rey Oaks Police Department shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The Del Rey Oaks Police Department shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Del Rey Oaks Police Department shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The Del Rey Oaks Police Department shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

- 11 The Del Rey Oaks Police Department agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The Del Rey Oaks Police Department acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Del Rey Oaks Police Department by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Del Rey Oaks Police Department shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Del Rey Oaks Police Department during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Bob P. Beris

Name

Date

Acting Special Agent in Charge (SAC)

Title

For the Del Rey Oaks Police Department
(CA0270200)

Name

Date

Title



Staff Report

DATE: January 24th, 2023

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Interim Chief of Police

SUBJECT: FY22/23 Cannabis Tax Fund Grant Program

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Information Only

Background

The Del Rey Oaks Police Department applied for and was awarded a grant through the California Highway Patrol’s Cannabis Tax Fund Grant Program. The goal of this program is to provide police departments funding to enhance patrol initiatives in the area of driver-based impairments, DUI (Driving under the influence) enforcement activities. The funds would also develop officer training programs, citizen’s academy courses, and training for a specialized drug recognition expert.

Summary & Discussion

Through the hard work of Sgt. David Nguyen, Del Rey Oaks Police Department was awarded \$16,700.00 to use toward this invaluable training. This grant covers the training expenses and officer overtime as well as the costs associated with backfilling open shifts that result due to training.

Fiscal Impacts

The Del Rey Oaks Police Department will receive \$16,700.00 for specified training through FY22/23.

ATTACHMENTS:

Department of Highway Patrol Grant Agreement.

Respectfully Submitted,

Chris Bourquin
Interim Chief of Police

1. GRANT TITLE FY22/23 CTFGP Law Enforcement - Del Rey Oaks Police Department	
2. NAME OF AGENCY Del Rey Oaks Police Department	4. PERFORMANCE PERIOD From: 07/01/2022 To: 06/30/2023
3. AGENCY SECTION TO ADMINISTER GRANT	
5. OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, improve agency's effectiveness through training and development of new strategies.	
6. FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED \$16,700.00	
7. TERMS AND CONDITIONS The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27 are hereby incorporated into this agreement by reference. The parties hereto agree to comply with the terms and conditions of the following attachments: <ul style="list-style-type: none">• Schedule A - Project Description, Problem Statement, Goals and Objectives, and Method of Procedure;• Schedule B - Detailed Budget Estimate; and• Schedule B-1 - Budget Narrative. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. APPROVAL SIGNATURES	
A. AUTHORIZED OFFICIAL OF AGENCY Name: David Nguyen Phone: (831) 394-8511 Title: Sergeant Address: 650 Canyon Del Rey Boulevard Del Rey Oaks, CA 93940 E-Mail: dnguyen@delreyoaks.org Digitally signed by David Nguyen Date: 2022.07.07 23:18:11 -07'00' David Nguyen (Signature) 07/07/22 (Date)	B. AUTHORIZED OFFICIAL CHP Name: Evan Robinson Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: 601 North 7th Street, Sacramento, CA 95811 E-Mail: ERobinson@chp.ca.gov E. L. Robinson Digitally signed by E. L. Robinson Date: 2022.07.08 08:20:13 -07'00' (Signature) 07/08/22 (Date)
C. ACCOUNTING OFFICER OF CHP Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street, Sacramento, CA 95811 E-Mail: catrina.jones@chp.ca.gov Digitally signed by Catrina M. Jones Date: 2022.07.08 13:59:17 -07'00' Catrina M. Jones (Signature) 07/08/22 (Date)	D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS Name: Karen Minami Address: 650 Canyon Del Rey Boulevard Del Rey Oaks, CA 93940 9. PURCHASE ORDER NUMBER

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other terms and conditions noted in this Agreement. Failure by the Grantee to comply may result in the termination of this Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards to the Grantee the sum of money stated on page one of this Agreement. This funding is awarded to the Grantee to carry out the project set forth in the Project Description and the terms and conditions set forth in this Agreement.
2. The funding for this Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment to reduce the grant award and scope of services to be provided under this Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement has been approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide pursuant to this Agreement, necessary to complete or carry out the project as described in this Agreement. Any modification or alteration of this Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing 30 calendar days in advance to the State for approval.
5. The Grantee agrees to complete the project within the timeframe indicated in the Performance Period, which is on page one of this Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all project expenditures, which includes all State and any other project funding expended, within 60 calendar days after completion of this Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Agreement shall be used for the education, prevention, and enforcement of impaired driving laws unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the project costs. Equipment purchased under this Agreement must only be used for approved project related purposes unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Agreement at any time prior to the commencement of the project. Once the project has commenced, this Agreement may only be terminated if the party withdrawing provides 30 calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Agreement within 10 calendar days of the commencement of such event and within 10 calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Agreement has been terminated.
3. The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Agreement is terminated, the State may choose to exclude the Grantee from future grant opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State or their designated representative shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement organization Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Grantees shall not engage in the act of racial profiling as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement, (refer to Labor Code Section 3700).

K. APPLICATION INCORPORATION

1. The Grantee agrees the Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Agreement.

L. STATE LOBBYING

1. The Grantee is advised none of the funds provided under this Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported by this Agreement from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State in writing of any changes to the name of person within organization with delegated signing authority.
2. An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an Agreement, authorizing execution of the Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by governmental Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf as an independent Grantee with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee organization named within this Agreement warrants their organization and its employees have no personal or financial interest and no present or past

TERMS AND CONDITIONS

employment or activity which would be incompatible with participating in any activity related to this Agreement. For the duration of this Agreement, the organization and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Agreement.

5. The Grantee organization and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Agreement made available for use by the State for the purposes of providing services to the State in conjunction with this Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to project confidential information and intends to disclose that information in violation of this Agreement.
6. The Grantee will not enter into any Agreement or discussions with third parties concerning materials described in paragraph 5 prior to receiving written confirmation from the State that such third party has an Agreement with the State similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If Grantee violates any provisions of this above paragraphs, such action by Grantee shall render this Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office; establish a policy ensuring appropriate use; and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section), of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with funds from this agreement will be primarily used for the enforcement of driving under the influence laws and/or providing public education related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem indicating the vehicle is used for driving under the influence enforcement.

Schedule A

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all activities and items detailed in Schedule A are applicable. Refer to Schedule B – Detailed Budget Estimate for approved line items and Project activities.

Project Description

The Del Rey Oaks Police Department wishes to modernize its fleet to meet the demands of traffic enforcement to address the issues of DUI. The City of Del Rey Oaks has a cannabis dispensary and 3 manufacturing businesses. The Del Rey Oaks Police Department wishes to send Officers to SFST trainers training where they can come back and train Officers not only from our agency but from other agencies as well. We wish to get an Officer certified as a DRE/ARIDE. This will greatly assist allied agencies and us in more arrests of persons driving under the influence. We are also requesting speed measuring equipment, radar, lidar, and a traffic radar trailer. Speed is often part of DUI. We also will use the funds to educate our residents and residents from other agencies in regards to DUI. We want to hold citizen academies to make them aware of the dangers of DUI.

Problem Statement

The Del Rey Oaks Police Department is a small agency between 2 larger cities. We wish to build a traffic enforcement division which we historically never had. We wish to have a specialized unit to address traffic and DUI. We are in control of (2) major highways in the area. Highway 68 and State Route 218. These Highways intersect with major Freeways Highway 1 north/south and 101 north/south. As a small agency we do not have the budget to create a traffic division. These funds will be the first step in addressing this issue.

Proposed Solutions

With the new equipment and training, we will have a new traffic division which we will use to educate our residents, become more proactive in traffic enforcement and detection of DUI, and make our streets safer.

Performance Measures

As a small police department with minimal staffing, DUI enforcement can be difficult. Many of the officers in the department have not been trained in DUI enforcement beyond what is provided in the academy and in the FTO program. Sending officers to training to further the skillset in recognition and detection would increase the number of DUI stops performed by officers.

An analysis of holidays and weather conditions on a monthly basis would provide the department with knowledge of when to enforce DUIs based on current conditions and events. DROPD would be able to increase the number of DUI related arrests from the two which were made during 2021.

An analysis of the number of DUIs would be made on a quarterly basis to determine the ideal time and effectiveness of the officers from an untrained staff to a fully trained staff.

Project Performance Evaluation

We will keep statistics of DUI's a month. Officers will become more proactive. Officers who are trained shall have certificates and be certified. These reports will be forwarded to the city council for their review. Our hope is to host citizen academy courses as well.

Schedule A

Program Sustainability

One Officers are trained and we have Officers that are trained to train, not only does that benefit us as an organization but also other agencies as well as that training that we provide will also benefit them as well.

Administrative Support

The grant money will be used at the Officer line level where it needs to go. Our administration and our community as a whole supports our Police department wholeheartedly. More traffic enforcement means more Officers on the street and that will also have the effect of curbing crime as a whole.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
9619	Del Rey Oaks Police Department	\$16,700.00

Cost Category	Line Item Name	Total Cost to Grant
Personnel	SFST Courses	\$4,000.00
	DRE	\$7,200.00
	Citizen Academy Courses	\$1,600.00
	Category Sub-Total	\$12,800.00
Travel	Travel - SFST Courses	\$1,000.00
	DRE Course	\$2,900.00
	Category Sub-Total	\$3,900.00

Grant Total	\$16,700.00
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Schedule B-1**Budget Narrative****Personnel**

SFST Courses \$4,000.00

Two (2) officers. OT per officer - 16 hours at \$125 an hour

DRE \$7,200.00

Cost of OT for an officer.

72 hour course. \$100 per hour of OT. Total: \$7200

Citizen Academy Courses \$1,600.00

Educational presentations for the community regarding DUIs.

Two courses a year.

4 hour course. Two officers per course.

8 total man hours at \$100 per hour per course.

Travel

Travel - SFST Courses \$1,000.00

3 days for hotel at \$200 per day.

DRE Course \$2,900.00

Travel to and from course.

12 days for hotel at \$200 per day.

City Council Meeting
 Planning Commission Meeting
 Budget Committee Meeting
 P.A.C. Meeting
 Parks & Rec Committee Meeting

YELLOW
 GREEN
 RED
 PINK
 BLUE

2023

JANUARY

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OCTOBER

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NOVEMBER

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DECEMBER

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**2023 CITY OF DEL REY OAKS
REGIONAL AGENCIES BOARDS & COMMITTEES
REPRESENTATIVES APPOINTMENT LIST**

AGENCY	STIPEND	MEMBER <u>Alternate</u>
<u>SPECIAL DISTRICTS</u>		
1) ReGen Monterey * 4 year term through 2024 Felipe Melchor, General Manager 14201 Del Monte Blvd., Marina 384-5313 / Website: www.mrwmd.org <u>Meeting:</u> 3 rd Friday of each month at 9:30 a.m.	\$100/mtg	Shirley no alternate
2) Monterey-Salinas Transit Carl Sedoryk, General Manager 19 Upper Ragsdale Dr. #200, Monterey 899-2558 / Website: www.mst.org <u>Meeting:</u> 2 nd Monday of each month at 10:00 a.m.	\$100/mtg	Gaglioti Lintell
Mo Co Regional Taxi Authority Administered by MST <u>Meeting:</u> Once a year	\$50/mtg	
3) Northern Salinas Valley Mosquito Abatement * 2 year term through 2022 Kenneth Klemme, Manager-Biologist 342 Airport Blvd, Salinas 373-2483 / Website: www.montereycountymosquito.com <u>Meeting:</u> 2nd Tuesday of each month at 12:00 p.m.	\$100/mtg	Goetzelt Donaldson
4) Seaside County Sanitation District Chair: Jerry Blackwelder 440 Harcourt Avenue, Seaside 899-6230 / Website: www.ci.seaside.ca.us <u>Meeting:</u> 2 nd Tuesday of each month at 9:30 a.m.	\$100/mtg	Lintell Gaglioti

JOINT POWERS AUTHORITIES

Item A.

- | | | |
|--|--|--|
| 1) Association of Monterey Bay Governments
Maura F. Twomey, Executive Director
24580 Silver Cloud Ct., Monterey
883-3750 or info@ambag.org / Website: www.ambag.org
<i>Meeting: 2nd Wednesday of each month at 6:00 p.m.</i> | \$50/mtg. | Shirley
Donaldson |
|
 | | |
| 2) Community Human Services
Robin McCrae, Executive Director
2560 Garden Road, Ste 201, Monterey
658-3811 or info@chservices.org / Website: www.chservices.org
<i>Meeting: 3rd Thursday of each month at 11:00 a.m.</i> | No compensation | Lintell
Gaglioti |
|
 | | |
| 3) Monterey One Water (MRWPCA)
Paul A. Sciuto, General Manager
5 Harris Court, Bldg. D, Monterey
372-3367 / Website: www.mrwpc.org
<i>Meeting: Last Monday of each month at 6:00 p.m.</i> | \$50/mtg
\$100 after July 1 | Donaldson
Shirley |

SPECIALY CONSTRUCTED ORGANIZATION

- | | | |
|--|-------------------|---|
| 1) Transportation Agency for Monterey County (TAMC)
Debbie Hale, Executive Director
55-B Plaza Circle, Salinas
775-0903 / Website: www.tamcmonterey.org
<i>Meeting: 4th Wednesday of each month at 9:00 a.m.</i> | \$100/mtg. | Donaldson
Lintell |
|--|-------------------|---|

MISCELLANEOUS

- | | | |
|--|------------------------|--|
| 1. City Selection (Mayors)
<i>Meeting: 1st Friday of each month at 11:30 a.m.</i> | No compensation | Donaldson |
|
 | | |
| 2. Monterey Bay Area Insurance Fund (MBAIF)
Michael Simmons, Risk Manager
100 Pine St., 11 th Floor, San Francisco
(415)403-1400 / Website: www.mbasia.org
<i>Meeting: 1st Monday of each month at 9:30 a.m.</i> | | Guertin |
|
 | | |
| 3. Seaside Groundwater Basin Watermaster
Dewey D. Evans, Chief Executive Officer
2600 Garden Road, Suite 228, Monterey
641-0113 / Website: www.seasidebasinwatermaster.org
<i>Meeting: 1st Wednesday of each month at 2:00 p.m.</i> | No compensation | Gaglioti
Donaldson |

Approved as to form and content at a Regular Meeting of the City Council of the City of Del Rey Oaks held on January 24, 2023.

Signed: _____ Scott Donaldson, Mayor Attest: _____ John Guertin, City Clerk

CITY COMMITTEES WITH COUNCIL MEMBERS**1) Finance Committee****Kerr, Donaldson, Shirley****CITY COMMITTEES WITH RESIDENTS****2) Administrative Hearing Officer Appointments**

- a. Position #1 2020-2022
- b. Position #2 2020-2022
- c. Position #3 2021-2023

~~Andy Clarke~~
~~Paul Peterlin~~
 Frederica Jones

3) Parks & Recreation Committee - 2 year term

- a. Position #1 Sept 2021 - Dec 2023
- b. Position #2. Sept 2021 - Dec 2023
- c. Position #3. Sept 2021 - Dec 2023
- d. Youth Representative
Sept 2021 - Dec 2023
- e. Council Liaison - Dec 2022
- f. Planning Committee Liaison - Dec 2022
- g. Public Works Liaison

Teri Laxier
 Kiel Edson
 Brandon Stettenbenz

 Matthew Hickey
~~Alison Kerr~~
 Denise Wood
 John Guertin

4) Planning Commission - 4 year terms

- a. Position #1 June 2019 - 2023
- b. Position #2 June 2019 - 2023
- c. Position #3 June 2019 - 2023
- d. Position #4 June 2021 - 2025
- e. Position #5 June 2021 - 2025
- f. Position #6 June 2021 - 2025
- g. Position #7 June 2021 - 2025

Mike Hayworth
 Louise Goetzelt
 Denise Wood
 Mike Burger
 Bill Ragsdale-Cronin
 Gary Kreeger
 George Jaksha

5) Police Advisory Committee - 2 year terms

- a. Position #1 January 2021 - Dec 2022
- b. Position #2 January 2021 - Dec 2022
- c. Position #3 January 2021 - Dec 2022
- d. Position #4 January 2021 - Dec 2022
- e. Position #5 January 2021 - Dec 2022
- f. Position #6 January 2021 - Dec 2022
- g. Position #7 January 2021 - Dec 2022

Paul Keene - Mayor Kerr's appt
 Louise Goetzelt - Vice Mayor Lintell appt
 Mark Thomas - Councilmember Donaldson appt
 Frederica Jones - Councilmember Shirley appt
 Jim Clark - Councilmember Gaglioti appt
 Jay Roland - City Manager - Business
 Matthew Wright - City Manager - stakeholder

COUNTY COMMITTEE WITH RESIDENT**1) Veterans Issues Advisory Committee - 1 year term**

- a. Position #1

Rick Johnson

Kim Shirley's Council Report for Tuesday, January 24, 2023

Wednesday, January 4th- ReGen Monterey Finance Meeting- Many interesting topics were included as we started off the year with our finance subcommittee for ReGen Monterey. Many of these topics, as usual, provide an introduction so that staff can take a reading and get feedback from directors in preparation for the general board meeting which will take place later this month on January 20th. The first of these topics was a landfill equipment guidance system. In short, this is a GPS system which would go onto the bulldozers and compactors that spread and compact the waste throughout the landfill. It would allow them to meticulously guide the fill process which would reduce work time, improve the waste build out, protect infrastructure by easily avoiding areas with gas lines, and ultimately, save money and increase the capacity of the landfill. Although this is an expensive system, the benefits far outweigh the costs (in my opinion) and seem to be a much smarter approach than our current system of flagging areas and using "gut instinct" in terms of compaction.

Our second topic was learning more about a group named "Sitos" that wants to do a pilot study for creating "biochar" from our oversized wood waste and potentially, organic waste (biosludge) from M1Water. The process of burning these materials in a high heat environment with limited oxygen, produces a crystal-like structure that sequesters carbon which then can be used in multiple ways. This pilot study will focus on producing biochar that will be used in farming practices as it improves soil quality, but it has the potential to be used in many other areas, too (addition to concrete or areas that require filtration or surface areas for biogrowth, just to name a few). In terms of ReGen, this is an opportunity to learn about new technology that could eventually provide us with another profitable source for our organic waste, while at the same time, providing energy (heat is a by product of the biochar process), sequestering carbon from the planet, and then being able to use that product for greater production or efficiencies in other industries. Besides the resources (land, water, electricity) we'd provide at cost, we'd also be providing them with our organic waste, which seems reasonable in the effort to learn more about this technology. There are multiple entities involved in this pilot project, including our composter, Keith Day. This pilot study would end by June 2024. I look forward to this being brought to the entire board on January 20th.

The rest of the meeting included talking about surplus equipment that will be sold off or donated. We also received an update on the joint feasibility organic waste processing, microgrid, and renewable energy study with M1Water, which should be completed in July or August of this year. It's not always easy to have two different agencies working together on a task, but given the potential for great collaboration, I'm grateful that this continues to move forward.

Thursday, January 5th- Special Council Meeting- This meeting was to decide on a process for filling the vacant seat on our council. After receiving a report from City Manager Guertin, we were able to clarify that there were more options for appointment than what was mentioned in the staff report. Even though the staff report only spoke about appointing through the application process, which has been the historical process, we also talked about the ability to do a direct

appointment, which in this instance could have used the election results to do so. After hearing public comments that showed great support for doing a direct appointment based on vote totals which would mean appointing former Mayor Alison Kerr, the discussion came back to the council. With a split vote on the motion to do a direct appointment, our new focus was to appoint through an application process. After much discussion, our final decision was to use our typical application process and include an evaluation tool or rubric for evaluating the candidates.

Monday, January 9th- Monterey Peninsula Plastic Reduction Coalition Meeting- Much of this meeting was talking about some of the updates in the area such as the next beach clean up from the Surfrider Foundation or hearing about different businesses offering reusable products and talking about implementation. But the main focus was talking about the Community-Based Social Marketing workshop that's being offered Feb. 7-9, 8:30am-12:30pm. This workshop is meant for people working in areas where they are trying to influence behavior changes that will benefit the environment. It's being sponsored by the Monterey Bay Aquarium, Central Coast Community Energy, in addition to ReGen Monterey, Salinas Valley Recycles, and the Surfrider Foundation.

Wednesday, January 11th- Special Council Meeting- This was the council meeting where we were tasked with creating the evaluation tool that will be used in interviews for the vacant council position. Knowing that I'm not comfortable, or frankly very good at creating and editing on the fly, I put some time into creating a tool that integrated some of our city core values with a few of the interview questions that the City of Monterey used for their recent council appointment. I sent this to our City Manager before the meeting and we then used it to review as a potential tool. After much discussion, we eliminated any type of scoring that you'd typically see with a rubric and then we reviewed each criteria, first looking at the criteria (core value or skill) and then reviewing the corresponding question. In the end, after a few edits, we were able to unanimously decide on using this tool, which established the four questions we would ask and the process that will be used for our interviews on the 24th.

Thursday, January 12th- Sustainable Del Rey Oaks Meeting- It was great to see our usual members at our first meeting of the year. We were able to discuss upkeep with the Butterfly Garden (an ongoing topic!), which includes our new once a month clean-ups which will happen the second Saturday of every month and will be "sponsored" or organized by one of our members. The first workday will take place Feb. 11th from 10am-12 and will be organized by Scott Waltz. Everyone is invited to bring their gloves and help us as we weed the garden and do a bit of upkeep in Work Memorial as we try and maintain the removal of the french broom. In this meeting we also appointed Karen Harris as our representative for the Communities for Sustainable Monterey County (CSMC) Board (thank you, Karen!) and talked about how to go about sending updates for our website to Anne Canright (thank you, Anne!), which will then be done through CSMC. Lastly, we had a bit of time, so we talked about planning for our Earth Day celebration in April and decided that it might be nice if we could collaborate with CAG, as it's around the same time they had scheduled for their Ice Cream Social. We're hoping we can join forces to create a wonderful opportunity for families and friends to come to the park for some ice cream and to learn more about what they can be doing to protect our favorite planet!

Saturday, January 14th- Monterey Peninsula Housing Coalition- This was the first in-person meeting with this group, which included various electeds from the region, as well as city and county staff members. As we all know, housing is a BIG topic with lots of variables, but this group is looking forward to working together to see what can be done to help increase housing on the peninsula that is more affordable to all. The idea is that if we're all on the same page, with everyone working together, we may be able to make some inroads on this daunting topic.



**MST HIGHLIGHTS
Board of Directors Meeting
December 12, 2022**

APPROVED REMOTE TELECONFERENCE MEETINGS

The Monterey-Salinas Transit (MST) Board approved Resolution 2023-15 proclaiming a state of emergency and authorizing teleconference meetings in accordance with the Brown Act.

RECOGNIZED DECEMBER EMPLOYEE OF THE MONTH

The MST Board adopted Resolution 2023-16 recognizing Albert Garcia, Coach Operator, as the December 2022 Employee of the Month for his outstanding contribution to MST and to the entire community.

RESOLUTIONS OF APPRECIATION

The MST Board adopted Resolution 2023-17 in appreciation of the Honorable, State Senator John Laird for his support of Monterey-Salinas Transit-District.

The MST Board adopted Resolution 2023-18 in appreciation of the Honorable Assemblymember Mark Stone for his support of Monterey-Salinas- Transit District.

SERVICE RECOGNITION

The MST Board recognized Tony Barrera, from the City of Salinas for his ten years of service on the MST Board.

APPROVED PURCHASE OF SIX NEW STARCRAFT CUTAWAY BUSES

The MST Board approved the purchase six Starcraft paratransit cutaway buses for MST's RIDES program from Creative Bus Sales in an amount not to exceed \$775,000.

APPROVED PURCHASE OF FOUR FIXED-ROUTE STARCRAFT BUSES

The MST Board approved the purchase four Starcraft fixed-route cutaway buses from Creative Bus Sales in an amount not to exceed \$575,000.

RECEIVED 2023 BOARD MEETING CALENDAR, COMMITTEE MEETING SCHEDULE AND CONFERENCE DATES

The MST Board received the 2023 Board Meeting Calendar, Committee Meeting Schedule and Conference dates.

APPROVED PURCHASE OF CONTACTLESS FARE VALIDATORS AND PAYMENT PROCESSING

The MST Board approved the purchase contactless fare payment validators from Kuba, Inc. and contactless fare payment processing from Littlepay in an amount not to exceed \$315,358, in addition to \$76,056 per year in maintenance fees for Kuba and, for Littlepay, a 2.25% transit processor service fee of total revenue processed for three years with two one-year options.

ADOPTED REVISED EMPLOYEE-EMPLOYER RELATIONS POLICY

The MST Board approved revisions to the Employee-Employer Relations Policy.

RECEIVED COVID-19 INCIDENT RESPONSE AND RECOVERY PLANNING UPDATE

The MST Board received a report from the General Manager/CEO on activities related to COVID-19 pandemic incident response and recovery planning.

APPROVED DISCOUNT FARES AND FREE TRANSPORTATION FOR DEPARTMENT OF HOMELAND SECURITY SPECIAL HUMANITARIAN PAROLE

The MST Board approved of the establishment of a one-half (1/2) fare discount for individuals with Department of Homeland Security Special Humanitarian Parole status and free transportation for those being hosted by an MST employee.

APPROVED SURF! BUSWAY AND BUS RAPID TRANSIT PROJECT PRE-CONSTRUCTION SERVICES

The MST Board authorized the General Manager/CEO to award a contract to Graniterock-Myers for SURF! Busway and Bus Rapid Transit project construction management-general contractor pre-construction management services in an amount not to exceed \$931,900.

APPROVED 2023 STATE LEGISLATIVE PROGRAM

The MST Board approved of the 2023 State Legislative Program.

APPROVED 2023 FEDERAL LEGISLATIVE PROGRAM

The MST Board approved of the 2023 Federal Legislative Program.

APPROVED GENERAL MANAGER/CEO PERFORMANCE INCENTIVE

The MST Board approved of the recommendation of the General Manager performance evaluation adhoc committee of 5.5% incentive pay for the General Manager/CEO.

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled on January 9, 2023.



MST HIGHLIGHTS
Board of Directors Meeting
January 9, 2023

SWEARING IN CEREMONY

The MST Board conducted a swearing-in ceremony for new board members Liesbeth Visscher, City of Marina; and Ed Smith, City of Monterey.

APPROVED REMOTE TELECONFERENCE MEETINGS

The Monterey-Salinas Transit (MST) Board approved Resolution 2023-19 authorizing teleconference meetings in accordance with the Brown Act.

RECOGNIZED JANUARY EMPLOYEE OF THE MONTH

The MST Board adopted Resolution 2023-20 recognizing Lori Lee, as the January 2023 Employee of the Month for her outstanding contribution to MST and to the entire community.

RECOGNIZED EMPLOYEE OF THE YEAR

The MST Board adopted Resolution 2023-21 recognizing Albert Garcia, as the 2022 Employee of the Year for his outstanding contribution to MST and to the entire community.

RECOGNIZED GM EXCELLENCE AWARD RECIPIENT

The MST Board recognized Michelle Overmeyer, as the 2022 GM Excellence Award recipient for her outstanding contribution to MST and to the entire community.

APPROVED MST MEMORANDUM OF UNDERSTANDING

The MST Board approved the ratification of the Memorandum of Understanding (MOU) Wage Re-Opener Wages between MST and MSTEA and provide the same benefits to non-represented, confidential employees.

RECEIVED HYBRID MEETING GUIDELINES

The MST Board received staff recommendations regarding evolving California hybrid board meeting guidelines and provided direction to staff. Staff will work with general counsel to incorporate board comments into a final recommendation for approval at the February Board meeting.

CONDUCTED STRATEGIC PLANNING WORKSHOP

The MST Board conducted the strategic planning workshop, discussed and provided direction to staff on; A) Strategic Goals and Emerging Issues, B) Board Meeting COVID-19 Vaccination Policy, C) Recruitment Challenges and Potential Solutions, and D) Monthly Board Reports.

RECEIVED SB 922 COMMUNITY PLANNING MEETING DATES

The MST Board received SB 922 community planning dates scheduled: February 13, 14, and 15.

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled on February 13, 2023.



TRANSPORTATION AGENCY FOR MONTEREY COUNTY

www.tamcmonterey.org

HIGHLIGHTS

December 7, 2022

TAMC Recognizes Outgoing Board Members for their Services

The Transportation Agency for Monterey County's Board of Directors thanked outgoing Board members Del Rey Oaks Mayor Alison Kerr, Supervisor John Phillips, and retiring Caltrans District Director Tim Gubbins for their service in supporting regional transportation improvement projects over the years.

Mayor Kerr was recognized for her leadership on the Fort Ord Regional Trail and Greenway project and for her role in shepherding the first 1.5-mile segment of the project, which will be constructed in the City of Del Rey Oaks, through the final design process. This first segment of the approximately 28-mile project will provide a safe and comfortable route connecting the community to local and regional parks, Del Rey Woods Elementary school, and the City's Butterfly Garden.

Former Board Chair Phillips was recognized for his service as Co-Chair of the Measure X Campaign Committee, successfully leading the community effort that resulted in Monterey County voters approving Measure X in 2016, estimated to generate over \$600 million locally and leveraging millions more of state and federal dollars over its 30 year life, to implement local transportation priority projects; his support of the inclusion of the State Route 156/Castroville Boulevard Interchange Project in the Transportation Safety and Investment Plan, which will be one of the first regional Measure X road projects to start construction; and his extraordinary work for North County.

The TAMC Board recognized retiring Caltrans District Director Tim Gubbins' leadership and creative problem solving to help deliver numerous improvements to the state highway system in Monterey County. These include the US 101 Prunedale Improvement

Project, US 101 San Juan Road Interchange, SR 1 Salinas Road Interchange, SR 1 Pfeiffer Creek emergency bridge replacement, and the SR 1 Mud Creek landslide project.

[Certificate for Board Member Alison Kerr](#)

[Certificate for Board Member John Phillips](#)

[Certificate for Board Member Tim Gubbins](#)

TAMC Board Adopts Resolution for Salinas Safe Routes to Schools Plan

The TAMC Board of Directors received a presentation on the Salinas Safe Routes to Schools Plan (SRTS); and afterwards adopted a resolution approving the Plan and its proposed improvements.

The SRTS Plan identifies barriers to safe, convenient transportation and will guide future improvements around 45 city schools in four school districts. Recommendations in the Plan, which include infrastructure and programming, is designed to help address school-based traffic congestion and improve student health by fostering increased biking, walking, and carpooling. The project team, comprised of staff from the Transportation Agency, County Health Department, City of Salinas Public Works and Planning, School Districts, and non-profit Ecology Action, have engaged administrators, parents, and students in school bike/walk assessments, mapping activities, street demonstrations, and surveys.

The final Plan is anticipated to be adopted this month by the City of Salinas, Alisal Union School District, Salinas City School District, Salinas Union High School District, and Santa Rita Union School District. Once adopted, TAMC staff will work with the partner agencies to pursue funding to implement recommendations in the Plan.

Those recommendations based on safety, access to key destinations, connectivity and low stress network, equity and community identified needs include:

Infrastructure:

- 10 miles of separated bikeways
- 15.8 miles of bicycle boulevards
- 17 roundabouts
- 13 rectangular rapid flashing beacons; and
- 180 intersections upgraded to high-visibility crosswalks

Non-infrastructure programming includes "Walk & Roll to School" events, walking school buses, crossing guards, park & walk programming, and traffic safety education.

Final Draft Salinas SRTS Plan Executive Summary

TAMC Will Resume In-Person Meetings Next Year

After receiving an update on the changes to the Ralph M. Brown Act, the TAMC Board of Directors announced that they will resume in-person meetings starting in January 2023, pursuant to the revised Brown Act. TAMC Board meetings will be held in a location that enables hybrid meetings. Staff will test out various locations prior to posting that agenda and will cite the location on the agenda.

TAMC Committee meetings will remain fully remote in January and February, returning to the TAMC conference room starting in March 2023. The Measure X Citizens Oversight Committee will return to alternating the meetings at the Marina Monterey County Free Library and TAMC Conference Room.

Governor Newsom signed AB 361 on September 16, 2021, to permit teleconferencing for Brown Act meetings during a state of emergency. Governor Newsom's declared state of emergency is set to be lifted on February 28, 2023.



**849th REGULAR MEETING
OF THE
BOARD OF TRUSTEES**
926 East Blanco Road
Salinas, CA. 93901

January 10, 2023

~AGENDA~

12:00 P.M. Noon

926 East Blanco Road

Salinas, CA 93901

(831) 422-6438 p
(831) 422-3337 f

Office Hours:
Monday – Friday
8 a.m. – 4:30 p.m.

Jeff Cecilio
Board Chair
County at Large

Don Cranford
Vice Chair
County at Large

Nancy Amadeo
Secretary
City of Marina

Jason Campbell
Trustee
City of Seaside

Ray Coopersmith
Trustee
County at Large

Mary Ann Carbone
Trustee
City of Sand City

Louise Goetzelt
Trustee
City of Del Rey Oaks

Jim Tashiro
Trustee
City of Salinas

Diane de Lorimier
Trustee
City of Monterey

We strive to host inclusive, accessible meetings that enable all individuals, including individuals with disabilities, to engage fully. To request an accommodation or for inquiries about accessibility, please contact the District.

1. CALL TO ORDER:

2. ROLL CALL – ESTABLISHMENT OF QUORUM:

3. PUBLIC INPUT: (Limited to 3 minutes)

The consent calendar includes routine items that can be approved with a single motion and vote. A member of the Board of Trustees may request that any item be pulled from the Consent Calendar for separate consideration

4. CONSENT CALENDAR:

- A. APPROVAL OF THE MINUTES: November 2022**
- B. PAYROLL WARRANTS: November 2022 \$78,622.99**
- C. PAYROLL WARRANTS: December 2022 \$78,767.46**
- D. COMMERCIAL WARRANTS: November 2022 \$52,198.69**
- E. COMMERCIAL WARRANTS: December 2022 \$192,541.59**
- F. UMPQUA BANK: October 2022 \$7,413.49**
- G. UMPQUA BANK: November 2022 \$6,065.56**
- H. TIME DISTRIBUTION: November 2022**
- I. TIME DISTRIBUTION: December 2022**
- J. BALANCE SHEET: November 2022**
- K. BALANCE SHEET: December 2022**
- L. SCHEDULE OF EXPENDITURES: November 2022**
- M. SCHEDULE OF EXPENDITURES: December 2022**

5. BUSINESS ITEMS:

- A. Consideration and Approval of Subordinate Certificate for the Dunes Project**
- B. Discussion of logistics for our annual conference to Anaheim**
- C. Discussion of recent rains and pesticide inventory**

6. MONTHLY OPERATIONS REPORT: Ken Klemme, District Manager

7. TRUSTEE COMMENTS:

Adjournment to: February 14, 2022

**DRAFT MINUTES OF THE 848th REGULAR
MEETING OF THE BOARD OF TRUSTEES OF THE
MONTEREY COUNTY MOSQUITO ABATEMENT DISTRICT
November 8, 2022**

A meeting of the Board of Trustees of the Monterey County Mosquito Abatement District was held on November 8, 2022, at the District Office in Salinas, California.

MEMBERS PRESENT:

Jeff Cecilio, Chair, County of Monterey
Don Cranford, Vice Chair, County of Monterey
Nancy Amadeo, Secretary, City of Marina
Jim Tashiro, City of Salinas
Louise Goetzelt, City of Del Rey Oaks
Jason Campbell, City of Seaside
Mary Ann Carbone, City of Sand City
Ray Coopersmith, County of Monterey

STAFF PRESENT:

Ken Klemme, District Manager
Mona Sloan, Administrative Assistant

MEMBERS ABSENT:

Diane de Lorimier, City of Monterey

1. CALL TO ORDER:

Board Chair Jeff Cecilio called the 848th Regular Meeting to order at 12:00 PM

2. ROLL CALL:

Administrative Assistant Mona Sloan called roll; it was determined that a quorum was present

3. PUBLIC COMMENTS:

NONE

4. CONSENT CALENDAR:

- A. APPROVAL OF THE MINUTES: September 2022
- B. PAYROLL WARRANTS: September 2022 \$73,276.04
- C. PAYROLL WARRANTS: October 2022 \$75,532.15
- D. COMMERCIAL WARRANTS: September 2022 \$150,430.04
- E. COMMERCIAL WARRANTS: October 2022 \$37,945.47
- F. UMPQUA BANK: August 2022 \$20,414.92
- G. UMPQUA BANK: September 2022 \$6,999.80
- H. TIME DISTRIBUTION: September 2022
- I. TIME DISTRIBUTION: October 2022

- J. BALANCE SHEET: September 2022
- K. BALANCE SHEET: October 2022
- L. SCHEDULE OF EXPENDITURES: September 2022
- M. SCHEDULE OF EXPENDITURES: October 2022

With no further inquiries, **Trustee Tashiro moved to approve the consent calendar as presented, Trustee Amadeo seconded; the motion was passed unanimously**

5. BUSINESS ITEMS:

A. Confirm date for the annual Holiday Party

Manager Klemme suggested and it was agreed that Tuesday, December 13th at 12:00 noon would work for most Trustees to enjoy a Winter Luncheon at the District office.

B. Discussion and approval of Bret Ives Consulting proposal for Strategic Planning

After some discussion, **Trustee Amadeo made a motion to accept the proposal as presented, Trustee Carbone seconded; the motion was passed unanimously**

6. MONTHLY OPERATIONS REPORT: Ken Klemme, District Manager/Biologist

Manager Klemme updated the Board with regards to the hiring of seasonal mosquito technicians via Zip Recruiter and that 6 prospects were interviewed; narrowed down from 100 or so. Klemme also informed them about the possibility of working with Santa Cruz Mosquito Abatement, if needed, to help locate the *Aedes aegyptii* mosquito which has been discovered in the northern area of Watsonville. Klemme also informed the Board that the District participated in the Salinas Farm Day with seasonal employees who really enjoyed the experience. He provided an update on the status of our alarm system and that Johnson Electric and First Alarm are working together to work out some install issues. Manager Klemme also informed the Board that after a year of being locked out of the Elkhorn Slough, property owners gave the District the gate combination so we can go in and inspect. Finally, Klemme informed the Board we had received a violation notice from the Monterey County Agricultural Commissioner regarding overspray in the Strawberry Canyon Road area. Several Trustees gave suggestions on how to avoid this in the future.

7. TRUSTEE COMMENTS:

Trustee Cranford inquired about the status of mosquito trapping in San Luis Obispo. Manager Klemme said that we have only trapped once and they have not requested anymore trapping. Trustee Goetzelt let the Board know about a rally at the Veterans Transition Center in Marina to bring awareness to at-risk homeless veterans and their families. She spoke about the benefits that are presently available and that there are 72 new sets of quarters currently being built as well as plans for an additional 60-80 quarters. Trustee Carbone let the Board know there would be a Veterans Day Parade on Friday the 11th @ 10:30 at the Veterans Cemetery in Seaside.

8. ADJOURNMENT:

With no further inquiries, Board Chair Cecilio adjourned the meeting at 12:34 pm. to the next regularly scheduled meeting on January 10, 2023 at noon.

Jeff Cecilio, Board Chair

ATTEST:

Nancy Amadeo, Secretary

Del Rey Oaks City Council's Representative to the
Monterey County Mosquito Abatement District (MCMAD) Board of Trustees

Report: Jan 2023

The MCMAD met at Noon on Jan 11, 2023. **(See Agenda)**

The meeting was held at 926 E. Blanco Road in Salinas

Monthly Operations Report:

- A. The district is running low on treatment chemicals. This is due to the extreme recent rains. The treatments have been applied with drones, and were are supposed to last through rains; however, the repeated heavy rains wash much of them away. The weather has also made it hard to access fields. The district may have to purchase additional supplies of larvicides to see them through the spring.
- B. The district is considering a purchasing new, larger drone. It would carry significantly more and thus save time lost to reloading the larvicide.
- C. The district is looking to hire a few more employees.
- D. The district has a small museum in the new building. The displays are almost completed. The museum area will be names for the late Carl Hansen, who was a board of trustees member for many, many years.
- E. The district is anticipates having an "Open House" this coming summer.

The next meeting for the Monterey County Mosquito Abatement District Board of Trustees will be at Noon on Feb 14, 2023, at 926 East Blanco Rd, Salinas, CA 93901.