



CITY OF DEL REY OAKS

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

CITY COUNCIL MEETING AGENDA OF THE CITY OF DEL REY OAKS CITY COUNCIL TUESDAY, DECEMBER 16, 2025 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 Live Stream Meeting

<http://bit.ly/4q8aLjm>

- 1. ROLL CALL - Council**
- 2. PLEDGE OF ALLEGIANCE**
- 3. 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.**
- 4. PRESENTATION:**
 - A.** [Swearing in of new Reserve Officer Issac Garcia](#)
City Council Meeting will have a 15-minute recess for refreshments
- 5. CONSENT AGENDA:**
 - A. MINUTES: (CEQA: as to all, not a project per Guidelines Article 20, Section 15378)**
 - 1.** [November 18, 2025, City Council Meeting Minutes](#)

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

- 1.** Fire Department Report November, 2025
- 2.** Police Department Report November 2025
- 3.** Financial Reports November 2025

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

- 1.** Consider Approval of 2026 City Council and Planning Commission Meeting Calendar
- 2.** Authorize City Manager to Execute Contract with James DeChalk Cleaning Services
- 3.** Authorize City Manager to Execute Contract with Coronado Vehicle Services
- 4.** Consider Approval of the 2026 Mayor's Select Committee Appointments
- 5.** Consider Approval of a 2nd Contract Amendment for City Manager John Guertin

6. OLD BUSINESS:

- A.** None

7. NEW BUSINESS:

- A.** Approval of the Memorandum of Understanding (MOU) between the Del Rey Oaks Police Department and Community Human Services Street Outreach Program for Homeless Youth
- B.** Approve a Consulting Services Agreement with Economic & Planning Systems, Inc. (EPS) for Technical and Advisory Support Related to Fort Ord Reuse and Public Asset Management
- C.** Information Item: Conclusion of Lease Renewal Discussions with Hana Gardens and Findings from City Due Diligence

8. STAFF REPORTS:

- A.** Council Reports

9. CORRESPONDENCE:

- A.** Correspondence

10. NEXT MEETING DATE:

- A.** Tuesday, January 27, 2026 at 6:00pm

11. 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.



DEL REY OAKS POLICE DEPARTMENT

650 CANYON DEL REY ROAD - DEL REY OAKS, CA 93940
PHONE: (831)-394-9333 FAX: (831)-394-1596



Del Rey Oaks Oath of Office

FOR PUBLIC OFFICERS AND EMPLOYEES

(State Constitution, Art. XX, Sec. 3 as amended)

State Of California

}
} ss.

County of Monterey

*I, **Isaac Garcia**, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Isaac Garcia, Reserve Police Officer

Subscribed and sworn to before me, this 16th day of December 2025

Chris Bourquin, Chief of Police

Del Rey Oaks Police Department
650 Canyon Del Rey Blvd – Del Rey Oaks, California 93950 (831) 375 - 8525
Serving the City of Del Rey Oaks and the Monterey Regional Airport
Chris Bourquin – Chief of Police

City of Del Rey Oaks

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



Action Minutes

Tuesday, November 18, 2025

6:00 PM

City Council – Regular Meeting

Del Rey Oaks City Council

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

6:00 PM – Called to Order:

The meeting was called to order by Mayor Donaldson

Roll Call: Present: Vice Mayor Hallock, Councilmember Shirley, Councilmember Burger, Councilmember Uy and Mayor Donaldson.

Absent: None

Also Present: City Manager Guertin, City Attorney Lorca, City Clerk Minami, and Deputy City Clerk/Permit Clerk Batra

Pledge of Allegiance:

Led by Mayor Donaldson

Public Comment:

None

CONSENT AGENDA:

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

1. October 28, 2025 City Council Meeting Minutes
2. September 10, 2025 Planning Commission Minutes

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

1. Fire Department Response Report, October 2025
2. Police Activity Report, October 2025
3. Financial Reports, October 2025

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

1. Consider Contribution to the Food Bank for Monterey County in Response to Federal SNAP Funding Gap
2. Consider Adoption of an Ordinance Amending Chapter 12.04 of the Del Rey Oaks Municipal Code - Second Reading of Ordinance 322

PUBLIC COMMENT:

None

A motion was made by **Councilmember Hallock**, seconded by **Councilmember Uy**, to Approve the Consent Agenda as presented.

Motion passed unanimously 5-0

OLD BUSINESS:

None

NEW BUSINESS:**A. Consideration of a Letter of Support for State Water Resources Control Board Modification of Cease-and-Desist Order WR 2016-0016****City Manager Guertin explains there are 3 versions to hear about tonight.**

A Neutral Letter of Support — Supports the CDO modification based primarily on the increase in supply from Pure Water Monterey and its expansion.

A Letter Supporting CDO Modification + Desalination — Includes all elements of the neutral letter but additionally expresses support for the Monterey Peninsula Water Supply Project desalination facility as a long-term water supply solution.

A letter similar to the Letter of Support sent from the Mayor's Association of Monterey.

City Manager Guertin introduces Mike McCullough of Monterey One Water:

Mr. McCullough reviewed the different letters and the Cease-and-Desist Order and reviewed the following points:

- *9 letters so far from other jurisdictions
- *Communities have been struggling for over 30 years.
- *Healthy Real Estate Market
- *Monterey One Water passed their own resolution and is asking for our support.
- *The last 4 years have proved to make a good track record.
- *Still must stay within limits.

Councilmember Shirley: Favors the neutral letter with some minor edits. Reviews them.

Councilmember Burger: Read somewhere that we are using the same amount of water as in the Eisenhower era, found it interesting.

Councilmember Uy: Can a resident send a letter?

Mike McCullough: Yes, they read the letters. Has the template, if needed. The board was impressed by a project that solves a problem.

Councilmember Hallock: Fully supports the Mayor's version of the letter.

Councilmember Shirley: Would like to make some minor changes to the Neutral Letter of Support: Change the word stakeholders to community, she wants to keep in the RENA numbers section because it's part of a larger, regional issue.

Councilmember Uy: In favor of a neutral Letter of Support with modification. Make the paragraph about RENA numbers applicable to Del Rey Oaks, use the phrase "working on RENA numbers".

Councilmember Hallock: Agrees with the modifications, either the neutral letter or the mayors letter is suitable to send.

Councilmember Burger: Fine with either, too.

PUBLIC COMMENT:

None

A motion was made by **Councilmember Shirley** and seconded by **Councilmember Uy** to approve the sending of the Neutral Letter of Support, including the changes stated.

Motion passed unanimously 5-0

B. Consider Adopting a Policy Guiding the Allocation of Additional Water Resources

City Manager Guertin reviews the recommendation to the City Council to adopt a Policy guiding the allocation of additional water resources.

The policy guiding the allocation of additional water resources has been reviewed in detail with the Planning Commission on November 12, 2025, and it was approved and recommended for consideration by the City Council tonight.

Recommends that the City prioritize allocation of available water to the following not in any priority order:

- Construction of Accessory Dwelling Units (ADUs) and Junior ADUs (JADUs);
- Economic development projects, including small commercial uses;
- Municipal facilities and public services; and
- Residential remodels and expansions that enhance existing housing stock

Councilmember Shirley: Appreciates the work that was put into this policy, likes the tracking and reporting.

Councilmember Burger: Does Ord 98 go away in lieu of additional water? Thanks the Planning Commission for their recommendation.

City Manager Guertin: No

Councilmember Uy: Likes the strategic tools for housing and public services. Equity in water allocation in the coming years is important.

Councilmember Hallock: Thanks City Manager Guertin, and agrees with other City Council members. Appreciates discretionary recommendation. Thanks the Planning Commission.

Mayor Donaldson: Allocation makes sense and thanks City Manager Guertin and Planning Commission.

PUBLIC COMMENT:

None

A motion was made by **Councilmember Shirley** and seconded by **Councilmember Burger** to adopt the presented Policy Guiding the Allocation of Additional Water Resources

Motion passed unanimously 5-0

STAFF REPORTS:

- A. Council Reports are in the packet
- B. City Manager Guertin reported that the Exclusive Right to Negotiate with City Ventures has been terminated. The City will move forward. Coming back to Council regarding the process for a Request for Proposals on future development.

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.

- 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.**

None

Adjournment to closed session at 6:45 pm

B. Closed Session Items:

- 1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** (Government Code Section 54956.8)

Property: 899 Rosita Rd, Del Rey Oaks, CA 93940 (APN 012-551-006-000)

Agency Negotiator: City Manager John Guertin Negotiating Parties: City of Del Rey Oaks and Hana Gardens Del Rey Oaks (Del Rey Oaks Garden Center)

Under Negotiation: Price and Terms of Payment

- 2. **PUBLIC EMPLOYEE CONTRACT NEGOTIATION** - Government Code § 54957

Employee Contract Negotiation of the City Manager

Meeting commenced to open session: 7:45

City Attorney Lorca: The City Council provided direction on both items and no further reportable action was taken.

NEXT MEETING DATE: Tuesday, December 16, 2025 at 6:00 pm

ADJOURNMENT: 7:45 pm

Attest: _____

Date:-----



FIRE DEPARTMENT

1635 Broadway Avenue
Seaside, CA 93955

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

December 1, 2025

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's response to Del Rey Oaks for the period of November 1, 2025, through November 30, 2025.

The Seaside Fire Department responded to the following incidents in November:

Incident #

251101-SEA02823	251108-SEA02887	251114-SEA02943	251122-SEA03036
251103-SEA02838	251109-SEA02896	251115-SEA02959	251123-SEA03042
251103-SEA02839	251110-SEA02907	251115-SEA02965	251123-SEA03045
251103-SEA02843	251113-SEA02932	251120-SEA03014	251129-SEA03105
251106-SEA02871	251113-SEA02937	251120-SEA03019	

There are nineteen (19) fire calls for November. If you have any questions, please contact me.

Sincerely,

Paul Blaha
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
11/1/2025	251101-SEA02823	2:32:00 PM	2:37:00 PM	5.00	300 - Rescue & EMS	29	Canyon Del Rey	Emergent
11/3/2025	251103-SEA02838	10:21:00 AM	10:29:00 AM	8.00	300 - Rescue & EMS	29	Rosita	Non-Emergent
11/3/2025	251103-SEA02839	11:44:00 AM	N/A	N/A	600 - Good Intent Call	29	Angelus	Canceled
11/3/2025	251103-SEA02843	4:02:00 PM	4:07:00 PM	5.00	300 - Rescue & EMS	29	Carlton	Emergent
11/6/2025	251106-SEA02871	5:35:00 PM	5:46:00 PM	11.00	400 - Hazardous Condition	29	Canyon Del Rey	Non-Emergent
11/8/2025	251108-SEA02887	9:18:00 PM	9:24:00 PM	6.00	500 - Service Call	29	Quendale	Non-Emergent
11/9/2025	251109-SEA02896	10:55:00 PM	11:02:00 PM	7.00	300 - Rescue & EMS	29	Portola	Emergent
11/10/2025	251110-SEA02907	7:00:00 PM	7:07:00 PM	7.00	300 - Rescue & EMS	29	Canyon Del Rey	Emergent
11/13/2025	251113-SEA02932	2:29:00 PM	2:34:00 PM	5.00	500 - Service Call	29	Quendale	Non-Emergent
11/13/2025	251113-SEA02937	5:55:00 PM	6:02:00 PM	7.00	300 - Rescue & EMS	29	Quail Run	Emergent
11/14/2025	251114-SEA02943	4:24:00 AM	4:33:00 AM	9.00	600 - Good Intent Call	29	Canyon Del Rey	Non-Emergent
11/15/2025	251115-SEA02959	12:53:00 PM	12:58:00 PM	5.00	300 - Rescue & EMS	29	Canyon Del Rey	Emergent
11/15/2025	251115-SEA02965	6:52:00 PM	7:00:00 PM	8.00	600 - Good Intent Call	29	Mty Sns	Emergent
11/20/2025	251120-SEA03014	1:59:00 PM	2:04:00 PM	5.00	300 - Rescue & EMS	29	Canyon Del Rey	Emergent
11/20/2025	251120-SEA03019	7:58:00 PM	8:05:00 PM	7.00	600 - Good Intent Call	29	Paloma	Emergent
11/22/2025	251122-SEA03036	11:03:00 AM	11:08:00 AM	5.00	300 - Rescue & EMS	29	Rosita	Emergent
11/23/2025	251123-SEA03042	2:49:00 AM	3:00:00 AM	7.00	500 - Service Call	29	Adair	Non-Emergent
11/23/2025	251123-SEA03045	12:56:00 PM	1:01:00 PM	5.00	300 - Rescue & EMS	29	Quendale	Emergent
11/29/2025	251129-SEA03105	5:38:00 AM	5:46:00 AM	8.00	300 - Rescue & EMS	29	Los Encinos	Emergent

Total Calls 19

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

Nov 2025

Chris Bourquin - Chief

Case #	Date	Offense Code 1	Offense Code Description	DRO	MPAD	OJ	Residential	Commercial
25-272	11/01/2025	594(A)(2) PC	Vandalism	X			X	
25-273	11/01/2025	Medical Emergency	Medical Emergency	X				X
25-274	11/01/2025	Information Only	Information	X				X
25-275	11/01/2025	Lost Property	Lost Property		X			X
25-276	11/02/2025	Information Only	Information	X				X
25-277	11/03/2025	594(A)(2) PC	Vandalism	X				X
25-278	11/03/2025	ACN	Accident Non Injury	X			X	
25-279	11/04/2025	ACI	Accident	X			X	
25-280	11/04/2025	Susp Circ	Suspicious Circumstances	X				
25-281	11/06/2025	Lost Property	Lost Property		X			X
25-282	11/06/2025	Lost Property	Lost Property		X			X
25-283	11/06/2025	ACN	Accident Non injury	X			X	
25-284	11/04/2025	Information Only	Information	X			X	
25-285	11/10/2025	Information Only	Information	X			X	
25-286	11/10/2025	Information Only	Information		X			X
25-287	11/12/2025	Information Only	Information		X			X
25-288	11/12/2025	653M(A) PC	Annoying phone call		X			X
25-289	11/12/2025	417(A)(1) PC	Exhibit deadly weapon Cite	X			X	
25-290	11/13/2025	530.5(A) PC	Arrest/Grand Theft	X				X
25-291	11/13/2025	484(A) PC	Arrest/Theft	X			X	
25-292	11/14/2025	Information Only	Information	X			X	
25-293	11/16/2025	Found Property	Found Property	X			X	
25-294	11/16/2025	12500(A) VC	Unlicensed Driver	X			X	
25-295	11/20/2025	243.3 PC	Battery/Spitting	X				X
25-296	11/20/2025	Information Only	Information	X			X	
25-297	11/23/2025	Medical Emergency	Medical Emergency		X			X
25-298	11/25/2025	647(J)(1) PC	Cite		X			X
25-299	11/28/2025	602(O) PC	Arrest	X				X
25-300	11/30/2025	Information Only	Information	X				X
25-301	11/30/2025	Information Only	Information		X			X
30 Cases								

Calls for Service	
Month	YTD
248	3,215

Case Reports	
Month	YTD
30	301

Alarms					
Residential		Commercial		MPAD	
Mo.	YTD	Mo.	YTD	Mo.	YTD
0	10	4	26	5	64

Citations					
Moving		Parking		Warning	
Mo.	YTD	Mo.	YTD	Mo.	YTD
18	190	69	262	7	128



Group A Offense Report

Printed On: 12/10/2025

Beginning Date: 11/01/2025

Ending Date: 11/30/2025

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Item 2.

Agency: All

Offense	Reported in 2025	Reported in 2024	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	1	0	NA	0	0.00%	50.00%	NA
Intimidation	1	0	NA	0	0.00%	50.00%	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	2	0	NA	0	0.00%	22.22%	NA
Robbery	0	0	NA	0	0.00%	0.00%	NA
Burglary/Breaking & Entering	0	0	NA	0	0.00%	0.00%	NA
Larceny/Theft Offenses	2	5	-60.00%	2	100.00%	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	2	1	100.00%	0	0.00%	40.00%	NA
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	NA
Fraud Offense	1	1	0.00%	1	100.00%	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	8	-37.5%	3	60%	55.56%	NA
Drug/Narcotic Violations	0	4	-100.00%	0	0.00%	0.00%	NA
Drug Equipment Violations	1	3	-66.67%	1	100.00%	50.00%	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	1	1	0.00%	1	100.00%	50.00%	NA
Animal Cruelty	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Society Total	2	8	-75%	2	100%	22.22%	NA
Total Group "A" Offenses	9	16	-43.75%	5	55.56%	100%	NA

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



Group A Offense Report

Printed On: 12/10/2025

Beginning Date: 01/01/2025

Ending Date: 11/30/2025

Page 1 of 1

Item 2.

Agency: All

Offense	Reported in 2025	Reported in 2024	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	3	3	0.00%	1	33.33%	23.08%	NA
Simple Assault	7	9	-22.22%	3	42.86%	53.85%	NA
Intimidation	3	3	0.00%	1	33.33%	23.08%	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	15	-13.33%	5	38.46%	24.07%	NA
Robbery	1	0	NA	1	100.00%	2.78%	NA
Burglary/Breaking & Entering	1	2	-50.00%	1	100.00%	2.78%	NA
Larceny/Theft Offenses	13	32	-59.38%	10	76.92%	36.11%	NA
Motor Vehicle Theft	2	1	100.00%	1	50.00%	5.56%	NA
Arson	0	1	-100.00%	0	0.00%	0.00%	NA
Destruction Of Property	7	13	-46.15%	3	42.86%	19.44%	NA
Counterfeiting/Forgery	1	1	0.00%	0	0.00%	2.78%	NA
Fraud Offense	9	10	-10.00%	2	22.22%	25.00%	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	2	3	-33.33%	2	100.00%	5.56%	NA
Crimes Against Property Total	36	63	-42.86%	20	55.56%	66.67%	NA
Drug/Narcotic Violations	1	12	-91.67%	1	100.00%	20.00%	NA
Drug Equipment Violations	1	8	-87.50%	1	100.00%	20.00%	NA
Gambling Offenses	0	0	NA	0	0.00%	0.00%	NA
Pornography/Obscene Material	1	1	0.00%	1	100.00%	20.00%	NA
Prostitution	0	0	NA	0	0.00%	0.00%	NA
Weapons Law Violation	2	6	-66.67%	1	50.00%	40.00%	NA
Animal Cruelty	0	0	NA	0	0.00%	0.00%	NA
Crimes Against Society Total	5	27	-81.48%	4	80%	9.26%	NA
Total Group "A" Offenses	54	105	-48.57%	29	53.7%	100%	NA

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



CITY OF DEL REY OAKS

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

Staff Report

DATE: December 16, 2025

TO: Honorable Mayor and Members of the City Council

FROM: John Guertin, City Manager

SUBJECT: Receive November 2025 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 November 2025 Financial Reports.

Background

The Members of the City Council routinely receive financial reports for the previous month.

Summary & Discussion

Attached are the November 2025 financial reports.

- November 2025 Cash and Investments – The report shows where the City’s funds are invested. The City continues to have a healthy cash balance of \$12,439,173, much of which is restricted for specific purposes.
- November 2025 Check Register – This is a listing of all the payments issued during the month. The total checks issued are \$211,585.
- November 2025 General Fund Summary – This is a one-page summary of the General Fund summarized as follows:

	FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	% Collected/ Spent
Revenue	\$ 5,091,200	\$ 313,510	\$ 1,942,527	38%
Expenditures	5,178,300	290,141	2,140,850	41%
Net Revenue over Expend	(87,100)	23,369	(198,323)	
Transfers Out to CIP	(375,446)		-	0%
Net Operating Surplus	\$ (462,546)	\$ 23,369	\$ (198,323)	

At 42% of the year (5 months) the revenues are at 38%, property taxes are anticipated to be received in December. For the month of November 2025, the General Fund shows a surplus

net revenue over expenditure of \$23,369. The expenditure is 41% of the budget due to all the payments made at the beginning of the year for FY 2026 UAL, Insurances-Liability, Workers Comp & Property.

- November 2025 Statement of Revenues and Expenditures – shows fiscal year-to-date actuals in comparison with FY 2026 Budget.
- Encumbrance Summary Report represents the purchase orders with a total outstanding balance of \$961,098.

Fiscal Impacts

None. This is informational only.

Recommendation

Staff recommend receiving the reports.

ATTACHMENTS:

- Cash and Investments 2025-11
- Check/Voucher Register 2025-11
- General Fund Summary 2025-11
- Statement of Revenues & Expenditures 2025-11
- Encumbrance Summary 2025-11

Respectfully Submitted,

John Guertin, City Manager

**City of Del Rey Oaks
Summary of Cash & Investments
As of November 30, 2025**

Accounts			
Unrestricted			
General Checking	\$	495,981	
Cash with TDS-Parking		192	
Local Agency Investment Fund			
Reserve for Economic Uncertainties		1,652,182	4.096%
Unappropriated Funds		1,561,592	4.096%
Total Unrestricted	\$	<u>3,709,947</u>	
Restricted			
PARS-115 Trust Fund	\$	394,182	
Dev - Monterey Peninsula Partner		9,063	
Fidelity Title Escrow Acct - GJM/SBR Intersection		1,056,168	
Fidelity Title Escrow Acct - SBR Construction		7,269,813	
Total Restricted	\$	<u>8,729,226</u>	
Total Cash and Investments	\$	<u>12,439,173</u>	

City of Del Rey Oaks
Check/Voucher Register
From 11/01/2025 Through 11/30/2025

Check Number	Payee	Transaction Description	Check Amount	
23179	DENISE DUFFY & ASSOCIATES	Task 4 - Project 2024-40 South Boundary Road Realignment	2,389.70	11/5/2025
23180	Whitson Engineers	DRO - South Boundary Road - Civil	9,933.00	11/5/2025
23181	FOOD BANK FOR MONTEREY COUNTY	Food Bank Donation	5,000.00	11/6/2025
23182	US Bank Equipment Finance	Konika Minolta Copier Lease 2025-09	397.84	11/6/2025
23183	AT&T	Airport Internet Service Period 10/25/25 to 11/24/25	84.89	11/12/2025
23184	AT&T MOBILITY	Aircard Service Period 10/3/25 to 11/2/25	40.24	11/12/2025
	AT&T MOBILITY	Telephone Service Period 11-03-25 to 12-02-25	353.64	11/12/2025
23185	CORELOGIC SOLUTIONS, LLC.	Software 2025-10	169.93	11/12/2025
23186	DENISE DUFFY & ASSOCIATES	Adoption and Finalization HCD, Task #779D	6,995.50	11/12/2025
	DENISE DUFFY & ASSOCIATES	Fort Ord/Developer Selection Task #772	2,325.00	11/12/2025
	DENISE DUFFY & ASSOCIATES	Planning and Consulting Task #776	6,732.00	11/12/2025
	DENISE DUFFY & ASSOCIATES	REAP Implementation, Task #779E	4,701.75	11/12/2025
23187	G.P.S. SOLUTIONS	Plan Checking/Building Inspection Services 2025-10	5,374.80	11/12/2025
23188	HOME DEPOT CRC	Supplies 2025-10	231.18	11/12/2025
23189	ID Concepts	New ID Card Isaac Garcia	27.80	11/12/2025
23190	MBS BUSINESS SYSTEMS, INC.	Konika Minolta Copier - Billing Period 11/7/25 to 02/6/26	160.13	11/12/2025
	MBS BUSINESS SYSTEMS, INC.	Konika Minolta Copier - Billing Period 08/24/25 to 11/23/25 - Balance of Payment	136.44	11/12/2025
23191	MONTEREY BAY TECHNOLOGIES, INC.	FY25/26 IT Services Retainer	1,800.00	11/12/2025
	MONTEREY BAY TECHNOLOGIES, INC.	Microsoft Office 365 Business Essentials/Basic (Email only) - Prorated	64.40	11/12/2025
23192	MONTEREY TIRE SERVICE	17 Ford Explorer Police	363.95	11/12/2025
	MONTEREY TIRE SERVICE	19 Dodge Durango	818.69	11/12/2025
23193	PG&E	Service Period 09/19/2025 to 10/20/2025	2,446.06	11/12/2025
23194	PRECISION ALARMS AND AUTOMATION, INC.	Alarm Inspections & Monitoring 2025-11	170.00	11/12/2025
	PRECISION ALARMS AND AUTOMATION, INC.	Service Call - Replace Smoke Detector	583.38	11/12/2025
23195	PURE WATER	Supplies 2025-11	46.00	11/12/2025
23196	SALINAS VALLEY PRO SQUAD	Supplies for PD New Hire	1,196.83	11/12/2025
23197	Stacy Matthews	Wellness 2025-11	88.95	11/12/2025
23198	STATE WATER RESOURCE CONTROL BOARD	Service Period 07/01/2025 - 06/30/2026	7,279.00	11/12/2025
23199	TERMINIX, INC.	Pest Control 2025-10	115.24	11/12/2025
23200	THOMAS DOWSON	Duty Equipment for New Hire	64.95	11/12/2025
23201	US Bank Equipment Finance	Konika Minolta Copier Lease 2025-09 & 2025-10	282.48	11/12/2025
	US Bank Equipment Finance	Konika Minolta Copier Lease 2025-10	397.84	11/12/2025

City of Del Rey Oaks
Check/Voucher Register
From 11/01/2025 Through 11/30/2025

Check Number	Payee	Transaction Description	Check Amount	
23202	Verizon	Service Period 9/24/25-10/23/25	118.03	11/12/2025
23203	A.F. Electric, Inc.	PD Cameras	975.00	11/25/2025
23204	AMERICAN LOCK & KEY	Key for Officer Garcia	4.64	11/25/2025
23205	AT&T	Internet City Hall & PD Service Period 11-13-25 to 12-12-25	203.30	11/25/2025
23206	CALIFORNIA-AMERICAN WATER	Service Period 10/21/2025 - 11/19/2025	431.79	11/25/2025
	CALIFORNIA-AMERICAN WATER	Service Period 10/21/2025 to 11/19/2025	686.99	11/25/2025
23207	City Ventures	Refund Remaining Deposit & Interest Earned	8,120.23	11/25/2025
23208	CoPower	Dental Premiums 2025-12	2,367.50	11/25/2025
23209	CORONADO DEISEL MOBILE SERVICES, INC.	Ford Exploer#91 and Ford Taurus #93 Bad Catalytic Converter	200.00	11/25/2025
	CORONADO DEISEL MOBILE SERVICES, INC.	Ford Explorer #95 Ford Explorer #91 PM Lube Job and Safety Inspection	388.92	11/25/2025
	CORONADO DEISEL MOBILE SERVICES, INC.	Ford Explorer #97 Brakes R&R Roatar & Pads/Rear Shock Absorbers	2,522.53	11/25/2025
23210	Granite Rock Company	Saucito & Work Ave Repairs & Improvement	40,159.00	11/25/2025
23211	ID Concepts	Law Enforcement ID Credential Card - D. Olmos	27.80	11/25/2025
23212	JEFF ANDOY	Travel Reimbursement - Andoy, Jeff 11-03-2025 to 11-05-2025	473.60	11/25/2025
23213	OFFICE DEPOT	Supplies	74.18	11/25/2025
23214	PG&E	Service Period 10/11/2025 - 11/10/2025	82.72	11/25/2025
23215	Pitney Bowes Bank Inc. Purchase Power	Postage	201.00	11/25/2025
23216	REGIONAL GOVERNMENT SERIVCES	Accounting Services 2025-10	18,617.92	11/25/2025
23217	Shred-IT, Inc.	Shred Service 2025-11	181.41	11/25/2025
23218	SMITH & ENRIGHT LANDSCAPING, INC.	FY25-26 Weekly Landscape Maintenance	1,540.00	11/25/2025
23219	Transunion Risk & Alternative Data Solutions, Inc.	Subject Name Search Service 2025- 09 and 2025-10	175.00	11/25/2025
23220	VSP	Vision Premium 2025-12	234.63	11/25/2025
23221	I.M.P.A.C.GOVERNM'T SER	5564-9924 2025-11	1,981.39	11/25/2025
23222	JAMES DE CHALK	Janitorial Services 2025-11	700.00	11/25/2025
ACH 2025-11-06	7-Eleven Mastercard	PD & PW Fuel Charges 2025/11	2,933.85	11/6/2025
ACH 2025-11-07	P.E.R.S.-HEALTH	CalPERS 1800 Health 11/2025	37,090.46	11/6/2025
	PERS	CalPERS 1900 457 (11/07) Contribution 11/15/2025	3,450.00	11/7/2025
	PERS	PERS 3100 Contribution Retirement 06/15-06/28/24 -Plan 26934	2,204.34	11/7/2025
	PERS	PERS 3100 Contribution Retirement 10/18/25 - 10/31/25 - Plan 1365	3,497.05	11/7/2025
	PERS	PERS 3100 Contribution Retirement 10/18/25 - 10/31/25 - Plan 25623	4,345.75	11/7/2025

**City of Del Rey Oaks
Check/Voucher Register
From 11/01/2025 Through 11/30/2025**

Check Number	Payee	Transaction Description	Check Amount	
	PERS	PERS 3100 Contribution Retirement 4/9-4/22/22 -Plan 1364	654.74	11/7/2025
ACH 2025-11-14	ADP	ADP Payroll Fees	609.15	11/14/2025
ACH 2025-11-21	PERS	CalPERS 1900 457 (11/21) Contribution 11/30/2025	3,450.00	11/21/2025
	PERS	PERS 3100 Contribution Retirement 11/01-11/14/25 -Plan 26934	2,436.96	11/21/2025
	PERS	PERS 3100 Contribution Retirement 11/1-11/14/25 -Plan 1364	654.74	11/21/2025
	PERS	PERS 3100 Contribution Retirement 11/1-11/14/25 -Plan 25623	5,336.74	11/21/2025
	PERS	PERS 3100 Contribution Retirement 11/1-11/14/25 -Plan 1365	<u>3,682.50</u>	11/21/2025
Report Total			\$	<u>211,585.47</u>

**City of Del Rey Oaks
Statement of Revenues and Expenditures
100 - General Fund
From 11/01/2025 Through 11/30/2025**

			November		42%
		FY 2026	2025	FY 2026	Percent
Revenue		Budget	Actual	YTD Actual	Collected/ Spent
Property Taxes	000	\$ 867,500.00	\$ -	\$ -	0%
Sales Tax	000	1,189,000.00	123,931.29	537,824.46	45%
Other Taxes	000	551,400.00	28,186.06	267,021.78	48%
Licenses and Permits	000	322,700.00	4,611.35	274,898.19	85%
Fines and Forfeitures	000	25,100.00	2,008.76	7,374.30	29%
Other Revenue	000	205,700.00	2,026.43	96,593.55	47%
Grants	000	247,500.00	20,584.65	63,110.51	25%
Airport Police Services	210	1,489,000.00	124,083.00	608,174.50	41%
Current Services	000	193,300.00	8,078.46	87,529.54	45%
Total Revenue		\$ 5,091,200.00	\$ 313,510.00	\$ 1,942,526.83	38%
Expenditures					
Council	110	\$ 30,400.00	\$ 1,206.32	\$ 6,784.25	22%
City Clerk	111	648,200.00	33,996.71	293,176.11	45%
City Manager	120	338,400.00	21,032.76	143,989.80	43%
Finance	130	236,000.00	19,227.07	127,643.33	54%
Legal	150	89,300.00	0.00	8,516.88	10%
Planning & Building Regulation	160	150,400.00	26,129.05	48,015.41	32%
Government Buildings	180	20,200.00	596.93	3,657.75	18%
Non-Departmental	190	56,800.00	4,431.20	23,132.87	41%
Police	210	2,998,900.00	163,813.19	1,298,831.00	43%
Fire/Animal Control	220	243,300.00	0.00	60,925.25	25%
Public Works/Streets	311	256,800.00	19,240.52	109,603.08	43%
Parks/Recreation	411	109,600.00	467.02	16,574.11	15%
Total Expenditures		\$ 5,178,300.00	\$ 290,140.77	\$ 2,140,849.84	41%
Excess(Deficit) of Revenue Over Expenditures		\$ (87,100.00)	\$ 23,369.23	\$ (198,323.01)	

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

100 - General Fund
From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Property Taxes					
Non Department Specific	000				
P/T-Secured	41110	599,800.00	0.00	0.00	0.00%
P/T-Unsecured	41120	31,200.00	0.00	0.00	0.00%
P/T-Prior Secured	41130	6,200.00	0.00	0.00	0.00%
Prior Unsecured	41140	100.00	0.00	0.00	0.00%
P/T-Unitary Tax	41150	12,500.00	0.00	0.00	0.00%
P/T-Supplemental Roll (SB813)	41160	12,400.00	0.00	0.00	0.00%
Property Tax - VLF	41170	204,500.00	0.00	0.00	0.00%
Prop Tax-Interest/Penalty	41180	800.00	0.00	0.00	0.00%
Total Non Department Specific		<u>867,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Property Taxes		867,500.00	0.00	0.00	0.00%
Sales Tax					
Non Department Specific	000				
Sales Tax	42210	409,000.00	40,964.54	177,516.20	43.40%
Sales Tax - 145 (Measure S-1%)	42220	520,000.00	55,507.96	240,598.97	46.26%
Sales Tax -409 (Measure R 1/2%)	42221	260,000.00	27,458.79	119,709.29	46.04%
Total Non Department Specific		<u>1,189,000.00</u>	<u>123,931.29</u>	<u>537,824.46</u>	<u>45.23%</u>
Total Sales Tax		1,189,000.00	123,931.29	537,824.46	45.23%
Other Taxes					
Non Department Specific	000				
Cannabis Tax	42222	100,000.00	0.00	33,723.08	33.72%
Transient Occupancy Tax	42230	229,500.00	23,099.17	164,481.99	71.66%
Property Transfer Tax	42250	8,700.00	0.00	3,107.23	35.71%
Sewer Impact	42290	22,000.00	0.00	0.00	0.00%
Gas Franchises	42761	8,200.00	0.00	0.00	0.00%
Electric Franchises	42762	22,000.00	0.00	0.00	0.00%
Garbage Franchises	42763	110,000.00	0.00	55,169.59	50.15%
Cable Tv Franchises	42764	26,000.00	5,086.89	10,539.89	40.53%
Water Franchises	42765	25,000.00	0.00	0.00	0.00%
Total Non Department Specific		<u>551,400.00</u>	<u>28,186.06</u>	<u>267,021.78</u>	<u>48.43%</u>
Total Other Taxes		551,400.00	28,186.06	267,021.78	48.43%
Licenses and Permits					
Non Department Specific	000				
STR Annual Licenses Fee	42231	0.00	0.00	4,618.24	0.00%
Business Licenses	42310	225,000.00	1,065.46	230,173.23	102.29%
HOUP (Home Occupational User Permit)	42311	0.00	0.00	1,920.00	0.00%
SB1473 Environmental Assessment Fee	43312	100.00	2.00	49.60	49.60%
Building Permits	43320	59,000.00	978.00	24,671.50	41.81%
Strong-Motion Instrumental Program (SMIP) Fees	43322	200.00	2.99	155.28	77.64%
Cannabis Business Permit	43325	5,000.00	0.00	0.00	0.00%
Plan Check Fees	43330	18,000.00	1,932.90	8,984.46	49.91%
Encroachment/Street Opening Permits Fees	43340	8,000.00	300.00	600.00	7.50%
Plumbing Permits	43350	3,400.00	170.00	468.00	13.76%
Electrical Permits	43360	3,000.00	0.00	1,657.88	55.26%

City of Del Rey Oaks
Statement of Revenues and Expenditures

100 - General Fund
From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Tree Removal Permits	43361	0.00	100.00	600.00	0.00%
AVAILABLE	43362	0.00	0.00	300.00	0.00%
Other Licenses/Permits	43390	1,000.00	0.00	0.00	0.00%
Day Use Permits (Park only)	48911	0.00	60.00	420.00	0.00%
Old Town Hall Rental Fee	48912	0.00	0.00	280.00	0.00%
Total Non Department Specific		<u>322,700.00</u>	<u>4,611.35</u>	<u>274,898.19</u>	<u>85.19%</u>
Total Licenses and Permits		322,700.00	4,611.35	274,898.19	85.19%
Fines and Forfeitures					
Non Department Specific	000				
Fines & Forfeitures	45000	2,600.00	283.76	1,326.30	51.01%
Vehicle Code Fines	45510	5,500.00	525.00	920.00	16.72%
Parking and Admin Fines	45512	17,000.00	1,200.00	5,128.00	30.16%
Total Non Department Specific		<u>25,100.00</u>	<u>2,008.76</u>	<u>7,374.30</u>	<u>29.38%</u>
Total Fines and Forfeitures		25,100.00	2,008.76	7,374.30	29.38%
Other Revenue					
Non Department Specific	000				
SB1186 Disability Access Fund	43311	1,000.00	28.00	465.00	46.50%
Interest Earned	46100	185,000.00	0.00	69,168.35	37.38%
Interest Earned-PARS	46101	15,000.00	0.00	16,403.32	109.35%
HOPTR	47130	1,200.00	0.00	0.00	0.00%
Vehicle License Collection	47140	2,500.00	0.00	2,414.14	96.56%
Miscellaneous Refunds	48930	1,000.00	1,998.43	8,112.74	811.27%
Total Non Department Specific		<u>205,700.00</u>	<u>2,026.43</u>	<u>96,563.55</u>	<u>46.94%</u>
Total Other Revenue		205,700.00	2,026.43	96,563.55	46.94%
Grants					
Non Department Specific	000				
COPS	47240	194,000.00	8,333.33	41,666.69	21.47%
SB1383 Organics Recycling	47243	14,000.00	0.00	2,500.00	17.85%
Prop 172	47750	20,000.00	1,479.28	7,643.05	38.21%
Wellness Program	47760	7,500.00	10,772.04	10,772.04	143.62%
Police Grants & Other Reimbursements	47780	5,000.00	0.00	3.23	0.06%
POST Reimbursements	47781	7,000.00	0.00	525.50	7.50%
Total Non Department Specific		<u>247,500.00</u>	<u>20,584.65</u>	<u>63,110.51</u>	<u>25.50%</u>
Total Grants		247,500.00	20,584.65	63,110.51	25.50%
Airport Police Services					
Police	210				
Airport Police Services	48220	1,489,000.00	124,083.00	608,174.50	40.84%
Total Police		<u>1,489,000.00</u>	<u>124,083.00</u>	<u>608,174.50</u>	<u>40.84%</u>
Total Airport Police Services		1,489,000.00	124,083.00	608,174.50	40.84%
Current Services					
Non Department Specific	000				
Rental Income - Garden Center	46815	18,000.00	3,000.00	15,000.00	83.33%
Rental Income - Airport RV	46816	39,600.00	3,997.46	19,709.74	49.77%
Rental Income - PW Bldg (CHC Enterprise)	46817	24,000.00	0.00	6,000.00	25.00%
Police Service Fees	48210	1,000.00	0.00	375.00	37.50%
Police Services-Special Events	48211	35,000.00	0.00	34,920.00	99.77%
Public Events	48212	5,000.00	0.00	0.00	0.00%
Use Permits	48805	52,000.00	0.00	2,340.00	4.50%

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

100 - General Fund
From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Maps/Publications	48810	100.00	0.00	0.00	0.00%
Property Inspections	48825	4,500.00	255.00	1,270.00	28.22%
Miscellaneous Revenue	48840	10,000.00	25.00	3,588.00	35.88%
Credit Card Processing Fee	48841	0.00	621.00	1,766.80	0.00%
LAFCO Refund & Interest for FORA	48842	400.00	0.00	0.00	0.00%
Rental - Park	48910	3,700.00	180.00	2,560.00	69.18%
Total Non Department Specific		<u>193,300.00</u>	<u>8,078.46</u>	<u>87,529.54</u>	<u>45.28%</u>
Total Current Services		<u>193,300.00</u>	<u>8,078.46</u>	<u>87,529.54</u>	<u>45.28%</u>
Total Revenue		<u><u>5,091,200.00</u></u>	<u><u>313,510.00</u></u>	<u><u>1,942,496.83</u></u>	<u>38.15%</u>

Expenditures

Council	110				
Council Member Stipend	61115	7,500.00	525.00	2,625.00	35.00%
Medicare-ER	61130	200.00	7.61	38.05	19.02%
Social Security-ER	61131	500.00	32.55	162.75	32.55%
Unemployment Ins-Fed & State	61132	100.00	3.15	15.75	15.75%
Dental Expense	61135	8,900.00	638.01	3,828.06	43.01%
Materials/Supply	62410	200.00	0.00	0.00	0.00%
Membership	64550	2,500.00	0.00	0.00	0.00%
Dues-Professional Org					
Strategic Planning	64570	5,000.00	0.00	0.00	0.00%
Misc Expenses	64580	2,500.00	0.00	114.64	4.58%
Travel Expenses	64610	3,000.00	0.00	0.00	0.00%
Total Council		<u>30,400.00</u>	<u>1,206.32</u>	<u>6,784.25</u>	<u>22.32%</u>
City Clerk	111				
Payroll	61105	252,300.00	20,018.57	108,460.17	42.98%
Overtime	61110	5,000.00	558.54	1,859.49	37.18%
PERS UAL - After 06/30/18	61123	11,100.00	0.00	890.00	8.01%
PERS UAL-Before 06/30/2018	61124	41,000.00	0.00	51,139.00	124.72%
PERS Retirement	61125	26,700.00	1,157.40	8,369.30	31.34%
Medicare-ER	61130	3,800.00	297.20	1,593.81	41.94%
Unemployment Ins-Fed & State	61132	1,200.00	0.00	0.00	0.00%
Dental Expense	61135	5,700.00	447.25	2,683.50	47.07%
Health Insurance	61140	122,800.00	8,146.02	47,294.82	38.51%
Vision Ins	61145	800.00	59.60	357.60	44.70%
Workers Comp and EAP	61150	4,000.00	0.00	3,062.00	76.55%
Wellness Program	61155	1,500.00	113.80	919.72	61.31%
Educational Incentive Pay	61157	6,000.00	461.54	2,490.47	41.50%
Longevity Pay	61158	3,700.00	328.70	1,750.45	47.30%
Materials/Supply	62410	4,000.00	(22.28)	216.40	5.41%
Office Supplies	62430	7,000.00	467.49	2,864.87	40.92%
Repair/Maintenance	63505	1,000.00	0.00	406.66	40.66%
Other Outside Services	63508	6,000.00	968.59	3,496.84	58.28%
Shredding Services	63509	1,000.00	90.70	451.46	45.14%
Short Term Rental Services	63511	17,500.00	0.00	2,500.00	14.28%
Telephone	63530	3,000.00	215.31	959.51	31.98%
Internet	63531	1,500.00	101.65	557.60	37.17%
Website Design & Maintenance	63535	1,000.00	0.00	0.00	0.00%
Postage / Shipping	63540	2,000.00	201.00	1,101.67	55.08%

City of Del Rey Oaks
Statement of Revenues and Expenditures

100 - General Fund
From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Training	63605	11,000.00	0.00	2,000.00	18.18%
Insurance-Liability	63620	62,400.00	0.00	31,841.70	51.02%
Contract Services - IT	63635	10,000.00	0.00	3,600.00	36.00%
Software/Server Subscription	64310	15,500.00	460.63	4,895.80	31.58%
Agenda Management System	64315	7,000.00	0.00	4,920.00	70.28%
Municipal Code Service	64320	5,000.00	0.00	881.17	17.62%
Membership	64550	1,000.00	(90.00)	337.78	33.77%
Dues-Professional Org					
Membership	64552	700.00	15.00	15.00	2.14%
Dues-Government Agency					
Printing / Publications	64575	2,000.00	0.00	0.00	0.00%
Misc Expenses	64580	500.00	0.00	824.62	164.92%
Election Cost	64588	500.00	0.00	0.00	0.00%
Travel Expenses	64610	3,000.00	0.00	434.70	14.49%
Total City Clerk		648,200.00	33,996.71	293,176.11	45.23%
City Manager	120				
Payroll	61105	202,100.00	13,993.92	78,645.88	38.91%
PERS UAL - After 06/30/18	61123	500.00	0.00	445.00	89.00%
PERS Retirement	61125	16,100.00	510.43	5,343.95	33.19%
Medicare-ER	61130	2,900.00	225.46	1,216.03	41.93%
Unemployment Ins-Fed & State	61132	100.00	0.00	0.00	0.00%
Dental Expense	61135	2,400.00	193.29	1,159.74	48.32%
Health Insurance	61140	48,400.00	3,976.86	19,328.30	39.93%
Health Insurance -Retiree	61141	1,900.00	158.00	790.00	41.57%
Vision Ins	61145	400.00	15.71	94.26	23.56%
Workers Comp and EAP	61150	3,000.00	0.00	2,042.00	68.06%
Wellness Program	61155	500.00	0.00	0.00	0.00%
Educational Incentive Pay	61157	0.00	184.62	276.93	0.00%
Admin Leave	61175	0.00	1,554.88	5,239.52	0.00%
Auto Allowance	61180	5,400.00	415.40	2,239.70	41.47%
Office Supplies	62430	300.00	0.00	30.94	10.31%
Insurance-Liability	63620	51,000.00	0.00	25,473.36	49.94%
Membership	64550	1,700.00	0.00	1,660.00	97.64%
Dues-Professional Org					
Membership	64552	700.00	0.00	0.00	0.00%
Dues-Government Agency					
Travel Expenses	64610	1,000.00	(195.81)	4.19	0.41%
Total City Manager		338,400.00	21,032.76	143,989.80	42.55%
Finance	130				
ADP Payroll Fees	62310	8,500.00	609.15	3,510.05	41.29%
Bank Service Charges	62320	4,000.00	0.00	2,450.93	61.27%
Credit Card Fees	62321	5,000.00	0.00	2,543.11	50.86%
Accounting Software	62431	5,000.00	0.00	281.25	5.62%
Budget Software	62433	14,000.00	0.00	14,000.00	100.00%
Audit-General	63625	40,000.00	0.00	25,660.00	64.15%
Audit -Sales Tax	63626	5,000.00	0.00	0.00	0.00%
Actuarial Services	63627	4,500.00	0.00	1,550.00	34.44%
Accounting Services-RGS	63645	150,000.00	18,617.92	77,647.99	51.76%
Total Finance		236,000.00	19,227.07	127,643.33	54.09%
Legal	150				
Legal Services	63650	86,000.00	0.00	7,632.14	8.87%
Legal Advert	64560	2,300.00	0.00	884.74	38.46%

City of Del Rey Oaks
Statement of Revenues and Expenditures

100 - General Fund
From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Misc Expenses	64580	1,000.00	0.00	0.00	0.00%
Total Legal		89,300.00	0.00	8,516.88	9.54%
Planning & Building Regulation	160				
Economic Development Services	63639	20,000.00	0.00	0.00	0.00%
Planning Services	63640	40,000.00	9,057.00	12,207.00	30.51%
Contract Services - Housing Element	63642	50,000.00	11,697.25	11,697.25	23.39%
Building Inspections Services	63648	32,400.00	5,374.80	23,811.16	73.49%
Engineering Services	63649	5,000.00	0.00	300.00	6.00%
Code Enforcement Services	63656	2,000.00	0.00	0.00	0.00%
Travel Expenses	64610	1,000.00	0.00	0.00	0.00%
Total Planning & Building Regulation		150,400.00	26,129.05	48,015.41	31.93%
Government Buildings	180				
Materials/Supply	62410	2,000.00	0.00	0.00	0.00%
Repair/Maintenance	63505	5,000.00	0.00	424.35	8.48%
Other Outside Services	63508	1,000.00	0.00	0.00	0.00%
Utilities - PG&E	63520	8,000.00	246.93	1,483.40	18.54%
Janitorial Services	63660	4,200.00	350.00	1,750.00	41.66%
Total Government Buildings		20,200.00	596.93	3,657.75	18.11%
Non-Departmental	190				
Materials/Supply	62410	500.00	(568.80)	(568.80)	(113.76)%
Insurance-Liability	63620	25,000.00	0.00	(4,091.10)	(16.36)%
Insurance-Property	63621	9,000.00	0.00	7,812.76	86.80%
Membership	64550	500.00	0.00	500.00	100.00%
Membership Dues-Non Profit Agency Contrib	64551	15,000.00	5,000.00	13,575.00	90.50%
Membership Dues-Government Agency	64552	5,500.00	0.00	5,161.71	93.84%
Misc Expenses	64580	1,000.00	0.00	577.44	57.74%
S.M.I.P.	64930	200.00	0.00	129.86	64.93%
SB 1473	64940	100.00	0.00	36.00	36.00%
Total Non-Departmental		56,800.00	4,431.20	23,132.87	40.73%
Police	210				
Payroll	61105	1,167,800.00	79,491.41	392,751.21	33.63%
Overtime	61110	150,000.00	26,166.34	133,341.50	88.89%
Overtime-DEA	61111	0.00	0.00	2,192.35	0.00%
Reserves Payroll	61120	95,000.00	12,515.25	43,223.62	45.49%
PERS UAL - After 06/30/18	61123	30,400.00	0.00	25,476.01	83.80%
PERS UAL-Before 06/30/2018	61124	111,000.00	0.00	115,906.99	104.42%
PERS Retirement	61125	163,000.00	3,026.73	45,263.57	27.76%
PERS 457 Expense	61126	32,400.00	2,100.00	11,550.00	35.64%
Medicare-ER	61130	17,400.00	1,734.55	8,546.48	49.11%
Social Security-ER	61131	1,000.00	8.46	189.46	18.94%
Unemployment Ins-Fed & State	61132	13,000.00	29.22	58.00	0.44%
Dental Expense	61135	16,200.00	961.97	5,771.82	35.62%
Health Insurance	61140	342,300.00	25,819.09	107,299.81	31.34%
Vision Ins	61145	2,500.00	143.61	861.66	34.46%
Workers Comp and EAP	61150	141,500.00	0.00	95,957.00	67.81%
Wellness Program	61155	5,000.00	0.00	3,272.04	65.44%

City of Del Rey Oaks
Statement of Revenues and Expenditures

100 - General Fund
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Educational Incentive Pay	61157	16,800.00	1,015.40	6,199.18	36.89%
Longevity Pay	61158	9,300.00	871.72	4,691.15	50.44%
Uniform Allowance	61160	10,000.00	0.00	4,000.00	40.00%
Materials/Supply	62410	15,000.00	226.18	2,056.28	13.70%
Ammunition	62420	5,000.00	0.00	0.00	0.00%
Body Armor Vests	62422	1,500.00	0.00	0.00	0.00%
Office Supplies	62430	5,000.00	212.02	2,660.05	53.20%
Special Supply Police	62440	0.00	(143.50)	(143.50)	0.00%
Auto Operations - Supplies / Equip	62710	1,000.00	0.00	0.00	0.00%
Auto Operations - Fuel	62720	30,000.00	909.50	8,728.81	29.09%
Bank Service Charges	63300	0.00	(22.70)	(22.70)	0.00%
Repair/Maintenance	63505	2,000.00	220.98	1,697.65	84.88%
Other Outside Services	63508	5,000.00	904.72	2,170.04	43.40%
Shredding Services	63509	1,000.00	90.71	451.49	45.14%
Utilities - PG&E	63520	8,000.00	363.43	1,558.37	19.47%
Telephone	63530	8,000.00	310.96	2,250.83	28.13%
Internet	63531	6,000.00	304.57	1,513.97	25.23%
Annual Maintenance-Records Mgmt Software	63537	5,000.00	0.00	0.00	0.00%
Record Management-Historical	63538	3,400.00	0.00	3,512.38	103.30%
Postage / Shipping	63540	500.00	0.00	234.10	46.82%
Training	63605	5,000.00	472.25	5,700.98	114.01%
Insurance-Liability	63620	290,200.00	0.00	142,414.64	49.07%
Insurance-Property	63621	9,000.00	0.00	7,812.75	86.80%
Insurance-Vehicles	63622	2,550.00	0.00	0.00	0.00%
Insurance-ADWRP	63624	0.00	0.00	829.00	0.00%
Audit-General	63625	5,000.00	0.00	0.00	0.00%
Actuarial Services	63627	2,500.00	0.00	1,550.00	62.00%
Professional Services	63628	12,000.00	0.00	0.00	0.00%
Contract Services - IT	63635	12,900.00	0.00	3,600.00	27.90%
Contract Services-Others	63637	4,200.00	0.00	2,625.33	62.50%
Legal Services	63650	3,800.00	0.00	1,462.50	38.48%
Janitorial Services	63660	4,200.00	350.00	1,750.00	41.66%
911-NGEN Phase II Upgrade	63664	7,000.00	0.00	0.00	0.00%
911-Radio Dispatch	63665	61,800.00	0.00	30,880.00	49.96%
911-Inform MDT Terminal Service	63666	1,000.00	0.00	0.00	0.00%
911-Notification System	63667	400.00	0.00	0.00	0.00%
911-NGEN O&M	63668	14,400.00	0.00	7,156.00	49.69%
911-NGEN Debt (Capital Fee)	63669	8,000.00	0.00	7,730.00	96.62%
Auto Repair/Maintenance	63730	23,000.00	4,294.09	11,238.44	48.86%
Parking & Admin Citations Services	63812	9,000.00	0.00	2,358.36	26.20%
Animal Regulation Fire	63820	500.00	0.00	0.00	0.00%
Fund Jail & Prisoner	63830	200.00	0.00	708.00	354.00%
ACJIS System	63840	9,000.00	0.00	0.00	0.00%
Software/Server Subscription	64310	22,700.00	239.40	17,262.61	76.04%
Computer Server	64318	0.00	0.00	5,276.34	0.00%
Personnel Recruit & Pre-Employment	64545	3,000.00	0.00	1,499.00	49.96%

City of Del Rey Oaks
Statement of Revenues and Expenditures

100 - General Fund
From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Membership	64550	9,000.00	0.00	2,838.68	31.54%
Dues-Professional Org					
Membership Dues-Non Profit	64551	500.00	0.00	500.00	100.00%
Agency Contrib					
Membership	64552	5,000.00	0.00	5,170.00	103.40%
Dues-Government Agency					
Books and Periodicals	64565	900.00	0.00	208.85	23.20%
Printing / Publications	64575	2,000.00	0.00	0.00	0.00%
Misc Expenses	64580	1,000.00	1,196.83	1,929.36	192.93%
Travel Expenses	64610	13,000.00	0.00	3,110.54	23.92%
Principal-Motorola	65104	21,350.00	0.00	0.00	0.00%
Lease-Cameras					
Principal-Dell	65105	5,000.00	0.00	0.00	0.00%
Principal-Sunridge Records	65106	8,500.00	0.00	0.00	0.00%
Mgmt					
Interest-Sunridge Records	65107	300.00	0.00	0.00	0.00%
Mgmt					
Total Police		2,998,900.00	163,813.19	1,298,831.00	43.31%
Fire/Animal Control	220				
Fire Seaside	63810	243,300.00	0.00	60,928.25	25.04%
Total Fire/Animal Control		243,300.00	0.00	60,928.25	25.04%
Public Works/Streets	311				
Payroll	61105	87,800.00	6,748.80	36,250.40	41.28%
PERS UAL - After 06/30/18	61123	500.00	0.00	445.00	89.00%
PERS Retirement	61125	7,100.00	351.52	2,343.39	33.00%
Medicare-ER	61130	1,300.00	97.86	525.91	40.45%
Unemployment Ins-Fed & State	61132	100.00	0.00	0.00	0.00%
Dental Expense	61135	1,600.00	126.98	761.88	47.61%
Health Insurance	61140	37,200.00	3,813.38	15,622.18	41.99%
Vision Ins	61145	300.00	15.71	94.26	31.42%
Workers Comp and EAP	61150	1,500.00	0.00	1,223.00	81.53%
Wellness Program	61155	500.00	0.00	0.00	0.00%
Educational Incentive Pay	61157	1,200.00	92.30	497.65	41.47%
Materials/Supply	62410	10,000.00	96.48	4,884.19	48.84%
Office Supplies	62430	1,500.00	6.19	203.94	13.59%
Auto Operations - Supplies / Equip	62710	2,500.00	0.00	8.18	0.32%
Auto Operations - Fuel	62720	5,000.00	188.05	896.24	17.92%
Repair/Maintenance	63505	17,900.00	0.00	10,274.00	57.39%
Other Outside Services	63508	1,000.00	0.00	100.00	10.00%
Gabilan Crew	63515	3,000.00	0.00	0.00	0.00%
Utilities - PG&E	63520	5,000.00	35.00	2,995.21	59.90%
Utilities - Water	63525	5,000.00	304.11	1,671.92	33.43%
Telephone	63530	200.00	44.90	89.80	44.90%
Internet	63531	600.00	40.24	160.96	26.82%
Training	63605	2,000.00	0.00	19.95	0.99%
Insurance-Liability	63620	21,200.00	0.00	10,613.90	50.06%
Insurance-Vehicles	63622	5,000.00	0.00	4,766.00	95.32%
SB1383 Organics Waste	63654	14,000.00	0.00	4,500.00	32.14%
Regs Services					
Hazardous Waste Disposal	63655	500.00	0.00	0.00	0.00%
Auto Repair/Maintenance	63730	5,000.00	0.00	1,762.58	35.25%

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

100 - General Fund
From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Printing / Publications	64575	1,300.00	0.00	0.00	0.00%
Storm Water Project - Phase 4	64920	15,000.00	7,279.00	8,892.54	59.28%
Equipment	66302	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Public Works/Streets		256,800.00	19,240.52	109,603.08	42.68%
Parks/Recreation	411				
PERS Retirement	61125	0.00	(70.72)	(70.72)	0.00%
Materials/Supply	62410	10,000.00	(276.93)	4,401.76	44.01%
Office Supplies	62430	1,000.00	0.00	106.23	10.62%
Repair/Maintenance	63505	20,000.00	0.00	7,902.18	39.51%
Utilities - Water	63525	3,500.00	814.67	4,234.66	120.99%
Contract Services - Consultant	63612	75,000.00	0.00	0.00	0.00%
Travel Expenses	64610	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Parks/Recreation		<u>109,600.00</u>	<u>467.02</u>	<u>16,574.11</u>	<u>15.12%</u>
Total Expenditures		<u>5,178,300.00</u>	<u>290,140.77</u>	<u>2,140,852.84</u>	41.34%
Net Revenues		(87,100.00)	23,369.23	(198,356.01)	
Other Financing Sources and Uses					
Uses					
Non Department Specific	000				
Transfers Out to CIP	81003	<u>(375,446.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Non Department Specific		<u>(375,446.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Uses		<u>(375,446.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Other Financing Sources and Uses		<u>(375,446.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Net Revenue over Expenditures & Other Financing Uses		(462,546.00)	23,369.23	(198,356.01)	42.88%

City of Del Rey Oaks
Statement of Revenues and Expenditures

210 - Gas Tax Fund
 From 11/1/2025 Through 11/30/2025

		<u>FY 2026 Budget</u>	<u>November 2025 Actual</u>	<u>FY 2026 YTD Actual</u>	<u>Percent Collected/Spent</u>
Revenue					
Other Revenue					
Non Department Specific	000				
Gas Tax 2103	47010	15,000.00	1,178.63	6,789.97	45.26%
Gas Tax 2105	47020	10,100.00	766.47	4,143.33	41.02%
Gas Tax 2106	47030	9,200.00	740.85	3,817.00	41.48%
Gas Tax 2107	47040	13,700.00	1,048.88	5,492.80	40.09%
Gas Tax 2107.5	47050	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>100.00%</u>
Total Non Department Specific		<u>49,000.00</u>	<u>3,734.83</u>	<u>21,243.10</u>	<u>43.35%</u>
Total Other Revenue		<u>49,000.00</u>	<u>3,734.83</u>	<u>21,243.10</u>	<u>43.35%</u>
Total Revenue		<u>49,000.00</u>	<u>3,734.83</u>	<u>21,243.10</u>	<u>43.35%</u>
Expenditures					
Public Works/Streets	311				
Street Sweeping	63510	12,070.00	0.00	0.00	0.00%
Street Lighting	63910	20,400.00	1,672.59	6,427.15	31.50%
Principal-PG&E	65751	<u>2,550.00</u>	<u>210.83</u>	<u>843.32</u>	<u>33.07%</u>
Total Public Works/Streets		<u>35,020.00</u>	<u>1,883.42</u>	<u>7,270.47</u>	<u>20.76%</u>
Total Expenditures		<u>35,020.00</u>	<u>1,883.42</u>	<u>7,270.47</u>	<u>20.76%</u>
Net Revenues		13,980.00	1,851.41	13,972.63	99.94%
New Section		13,980.00	1,851.41	13,972.63	99.94%

City of Del Rey Oaks
Statement of Revenues and Expenditures

211 - SB1 Fund-RMRA
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Other Revenue					
Non Department Specific	000				
SB 1 Funds	47777	<u>41,300.00</u>	<u>4,208.23</u>	<u>19,069.50</u>	<u>46.17%</u>
Total Non Department Specific		<u>41,300.00</u>	<u>4,208.23</u>	<u>19,069.50</u>	<u>46.17%</u>
Total Other Revenue		<u>41,300.00</u>	<u>4,208.23</u>	<u>19,069.50</u>	<u>46.17%</u>
Total Revenue		<u><u>41,300.00</u></u>	<u><u>4,208.23</u></u>	<u><u>19,069.50</u></u>	<u><u>46.17%</u></u>
Expenditures					
Saucito Rd & Work Ave Improvement Project	537				
Curb and Gutter Repair	66327	<u>24,046.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Saucito Rd & Work Ave Improvement Project		<u>24,046.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Rosita Emergency Repairs	539				
Curb and Gutter Repair	66327	<u>65,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Rosita Emergency Repairs		<u>65,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expenditures		<u>89,046.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Net Revenues		(47,746.50)	4,208.23	19,069.50	(39.93)%
Other Financing Sources and Uses					
Uses					
Non Department Specific	000				
Transfers Out to CIP	81003	<u>(13,550.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Non Department Specific		<u>(13,550.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Uses		<u>(13,550.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Other Financing Sources and Uses		<u>(13,550.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
New Section		(61,296.50)	4,208.23	19,069.50	(31.11)%

City of Del Rey Oaks
Statement of Revenues and Expenditures

212 - Measure X Fund
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Other Revenue					
Non Department Specific	000				
Measure X	47775	95,900.00	0.00	0.00	0.00%
Total Non Department Specific		95,900.00	0.00	0.00	0.00%
Total Other Revenue		95,900.00	0.00	0.00	0.00%
Total Revenue		<u>95,900.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Expenditures					
Debt Service - Measure X	610				
Principal - Measure X Loan	65103	83,900.00	0.00	0.00	0.00%
Interest - Measure X	65203	12,000.00	0.00	0.00	0.00%
Total Debt Service - Measure X		95,900.00	0.00	0.00	0.00%
Total Expenditures		<u>95,900.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Net Revenues		0.00	0.00	0.00	0.00%
New Section		0.00	0.00	0.00	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures

214 - RSTP

From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Other Revenue					
Non Department Specific	000				
RSTP Funds	47776	67,602.00	0.00	0.00	0.00%
Total Non Department Specific		67,602.00	0.00	0.00	0.00%
Total Other Revenue		67,602.00	0.00	0.00	0.00%
Total Revenue		67,602.00	0.00	0.00	0.00%
Net Revenues		67,602.00	0.00	0.00	0.00%
Other Financing Sources and Uses					
Uses					
Non Department Specific	000				
Transfers Out to CIP	81003	(67,602.00)	0.00	0.00	0.00%
Total Non Department Specific		(67,602.00)	0.00	0.00	0.00%
Total Uses		(67,602.00)	0.00	0.00	0.00%
Total Other Financing Sources and Uses		(67,602.00)	0.00	0.00	0.00%
New Section		0.00	0.00	0.00	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures

221 - FORA Habitat Management Fund

From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Expenditures					
Planning & Building Regulation	160				
Contract Services - Habitat Management Plan	63646	14,448.00	0.00	0.00	0.00%
Total Planning & Building Regulation		14,448.00	0.00	0.00	0.00%
Total Expenditures		14,448.00	0.00	0.00	0.00%
Net Revenues		(14,448.00)	0.00	0.00	0.00%
New Section		(14,448.00)	0.00	0.00	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures

222 - FORA Land Development
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Expenditures					
Planning & Building Regulation	160				
Economic Development Services	63639	(2,031.00)	0.00	0.00	0.00%
Legal Services	63650	2,031.00	0.00	0.00	0.00%
Misc Expenses	64580	0.00	8,120.23	8,120.23	0.00%
Total Planning & Building Regulation		0.00	8,120.23	8,120.23	0.00%
Total Expenditures		0.00	8,120.23	8,120.23	0.00%
Net Revenues		0.00	(8,120.23)	(8,120.23)	0.00%
New Section		0.00	(8,120.23)	(8,120.23)	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures
231 - BSCC-Officer Wellness & Mental Health Grant
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Expenditures					
Police	210				
Law Enforcement Wellness App	64314	2,000.00	0.00	1,999.00	99.95%
Total Police		<u>2,000.00</u>	<u>0.00</u>	<u>1,999.00</u>	<u>99.95%</u>
Total Expenditures		<u>2,000.00</u>	<u>0.00</u>	<u>1,999.00</u>	<u>99.95%</u>
Net Revenues		(2,000.00)	0.00	(1,999.00)	99.95%
New Section		(2,000.00)	0.00	(1,999.00)	99.95%

City of Del Rey Oaks
Statement of Revenues and Expenditures

235 - Asset Forfeitures
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Grants					
Police	210				
Police Grants & Other Reimbursements	47780	0.00	0.00	1,846.26	0.00%
Total Police		<u>0.00</u>	<u>0.00</u>	<u>1,846.26</u>	<u>0.00%</u>
Total Grants		<u>0.00</u>	<u>0.00</u>	<u>1,846.26</u>	<u>0.00%</u>
Total Revenue		<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>1,846.26</u></u>	<u><u>0.00%</u></u>
Net Revenues		0.00	0.00	1,846.26	0.00%
New Section		0.00	0.00	1,846.26	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures

236 - Drug Enforcement Administration (DEA)

From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Grants					
Police	210				
DEA Reimbursements	47782	46,128.26	0.00	2,128.26	4.61%
Total Police		46,128.26	0.00	2,128.26	4.61%
Total Grants		46,128.26	0.00	2,128.26	4.61%
Total Revenue		46,128.26	0.00	2,128.26	4.61%
Expenditures					
Police	210				
Overtime-DEA	61111	46,128.26	1,729.38	19,803.24	42.93%
Total Police		46,128.26	1,729.38	19,803.24	42.93%
Total Expenditures		46,128.26	1,729.38	19,803.24	42.93%
Net Revenues		0.00	(1,729.38)	(17,674.98)	0.00%
New Section		0.00	(1,729.38)	(17,674.98)	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures

260 - CDBG Fund

From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Grants					
Parks/Recreation	411				
CDBG Grant	47765	90,000.00	0.00	0.00	0.00%
Total Parks/Recreation		90,000.00	0.00	0.00	0.00%
Total Grants		90,000.00	0.00	0.00	0.00%
Total Revenue		90,000.00	0.00	0.00	0.00%
Expenditures					
Parks/Recreation	411				
Park Improvements	66420	90,000.00	0.00	0.00	0.00%
Total Parks/Recreation		90,000.00	0.00	0.00	0.00%
Total Expenditures		90,000.00	0.00	0.00	0.00%
Net Revenues		0.00	0.00	0.00	0.00%
New Section		0.00	0.00	0.00	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures

301 - Capital Projects
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Expenditures					
Vehicle Replacement	533				
Vehicle Replacement	66735	90,000.00	0.00	0.00	0.00%
Total Vehicle Replacement		90,000.00	0.00	0.00	0.00%
Saucito Rd & Work Ave Improvement Project	537				
Repairs and Improvements	66322	81,150.00	0.00	81,150.00	100.00%
Total Saucito Rd & Work Ave Improvement Project		81,150.00	0.00	81,150.00	100.00%
City Hall Facility Repairs & Upgrades	541				
Repairs and Improvements	66322	20,000.00	0.00	7,373.64	36.86%
Total City Hall Facility Repairs & Upgrades		20,000.00	0.00	7,373.64	36.87%
Council Chamber Technology Project	542				
Technology Upgrades	66323	5,000.00	0.00	0.00	0.00%
Total Council Chamber Technology Project		5,000.00	0.00	0.00	0.00%
PD Radio Replacement	543				
PD Radio Replacement	66736	20,000.00	0.00	0.00	0.00%
Total PD Radio Replacement		20,000.00	0.00	0.00	0.00%
Technology Replacement	544				
Technology Replacement	66324	3,000.00	0.00	0.00	0.00%
Total Technology Replacement		3,000.00	0.00	0.00	0.00%
City Hall Sewer Upgrades	545				
City Hall Sewer Upgrades	66426	40,000.00	0.00	0.00	0.00%
Total City Hall Sewer Upgrades		40,000.00	0.00	0.00	0.00%
City Hall Chamber Renovations	546				
City Hall Chamber Renovations	66427	50,000.00	0.00	0.00	0.00%
Total City Hall Chamber Renovations		50,000.00	0.00	0.00	0.00%
City Hall Fence Replacement	547				
City Hall Fence Replacement	66428	20,000.00	0.00	0.00	0.00%
Total City Hall Fence Replacement		20,000.00	0.00	0.00	0.00%
City Hall Parking Lot Improvements	548				
City Hall Parking Lot Impvts	66429	167,446.00	0.00	0.00	0.00%
Total City Hall Parking Lot Improvements		167,446.00	0.00	0.00	0.00%
Adair Stairs Repairs	549				
Adair Stairs Repairs	66430	15,000.00	0.00	0.00	0.00%
Total Adair Stairs Repairs		15,000.00	0.00	0.00	0.00%
Total Expenditures		511,596.00	0.00	88,523.64	17.30%
Net Revenues		(511,596.00)	0.00	(88,523.64)	17.30%
Other Financing Sources and Uses					
Sources					
Vehicle Replacement	533				
Transfers In from GF	82003	90,000.00	0.00	0.00	0.00%
Total Vehicle Replacement		90,000.00	0.00	0.00	0.00%

City of Del Rey Oaks
Statement of Revenues and Expenditures

301 - Capital Projects
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Saucito Rd & Work Ave Improvement Project	537				
Transfers In from RSTP	82006	67,602.00	0.00	0.00	0.00%
Transfers In from SB1-RMRA	82007	13,550.00	0.00	0.00	0.00%
Total Saucito Rd & Work Ave Improvement Project		81,152.00	0.00	0.00	0.00%
City Hall Facility Repairs & Upgrades	541				
Transfers In from GF	82003	20,000.00	0.00	0.00	0.00%
Total City Hall Facility Repairs & Upgrades		20,000.00	0.00	0.00	0.00%
Council Chamber Technology Project	542				
Transfers In from GF	82003	5,000.00	0.00	0.00	0.00%
Total Council Chamber Technology Project		5,000.00	0.00	0.00	0.00%
PD Radio Replacement	543				
Transfers In from GF	82003	20,000.00	0.00	0.00	0.00%
Total PD Radio Replacement		20,000.00	0.00	0.00	0.00%
Technology Replacement	544				
Transfers In from GF	82003	3,000.00	0.00	0.00	0.00%
Total Technology Replacement		3,000.00	0.00	0.00	0.00%
City Hall Sewer Upgrades	545				
Transfers In from GF	82003	40,000.00	0.00	0.00	0.00%
Total City Hall Sewer Upgrades		40,000.00	0.00	0.00	0.00%
City Hall Chamber Renovations	546				
Transfers In from GF	82003	50,000.00	0.00	0.00	0.00%
Total City Hall Chamber Renovations		50,000.00	0.00	0.00	0.00%
City Hall Fence Replacement	547				
Transfers In from GF	82003	20,000.00	0.00	0.00	0.00%
Total City Hall Fence Replacement		20,000.00	0.00	0.00	0.00%
City Hall Parking Lot Improvements	548				
Transfers In from GF	82003	167,446.00	0.00	0.00	0.00%
Total City Hall Parking Lot Improvements		167,446.00	0.00	0.00	0.00%
Adair Stairs Repairs	549				
Transfers In from GF	82003	15,000.00	0.00	0.00	0.00%
Total Adair Stairs Repairs		15,000.00	0.00	0.00	0.00%
Total Sources		511,598.00	0.00	0.00	0.00%
Total Other Financing Sources and Uses		511,598.00	0.00	0.00	0.00%
New Section		2.00	0.00	(88,523.64)	(4,426,182.03)%

City of Del Rey Oaks
Statement of Revenues and Expenditures

321 - SBR Engineering Fund
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Expenditures					
SBR Contract-Engineering & Others	518				
Contract Services - Engineering	63611	423,075.00	0.00	12,322.70	2.91%
Total SBR Contract-Engineering & Others		423,075.00	0.00	12,322.70	2.91%
Total Expenditures		423,075.00	0.00	12,322.70	2.91%
Net Revenues		(423,075.00)	0.00	(12,322.70)	2.91%
New Section		(423,075.00)	0.00	(12,322.70)	2.91%

City of Del Rey Oaks
Statement of Revenues and Expenditures

331 - FHA Grant Fund
 From 11/1/2025 Through 11/30/2025

		FY 2026 Budget	November 2025 Actual	FY 2026 YTD Actual	Percent Collected/Spent
Revenue					
Grants					
Non Department Specific	000				
FHWA Grant	47523	543,400.00	0.00	0.00	0.00%
Total Non Department Specific		<u>543,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Grants		<u>543,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Revenue		<u><u>543,400.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00%</u></u>
Expenditures					
Rosita Emergency Repairs	539				
Contract Services - Engineering	63611	4,019.19	0.00	1,421.00	35.35%
Road Construction	66411	<u>48,806.78</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Rosita Emergency Repairs		<u>52,825.97</u>	<u>0.00</u>	<u>1,421.00</u>	<u>2.69%</u>
Total Expenditures		<u><u>52,825.97</u></u>	<u><u>0.00</u></u>	<u><u>1,421.00</u></u>	<u><u>2.69%</u></u>
Net Revenues		490,574.03	0.00	(1,421.00)	(0.28)%
New Section		490,574.03	0.00	(1,421.00)	(0.28)%

City of Del Rey Oaks
Statement of Revenues and Expenditures

332 - FEMA & OES
From 11/1/2025 Through 11/30/2025

		<u>FY 2026 Budget</u>	<u>November 2025 Actual</u>	<u>FY 2026 YTD Actual</u>	<u>Percent Collected/Spent</u>
Expenditures					
City Hall Facility Repairs & Upgrades	541				
Repairs and Improvements	66322	<u>4,853.09</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total City Hall Facility Repairs & Upgrades		<u>4,853.09</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expenditures		<u>4,853.09</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Net Revenues		(4,853.09)	0.00	0.00	0.00%
New Section		(4,853.09)	0.00	0.00	0.00%

**City of Del Rey Oaks
Encumbrance Summary
Balance as of 11/30/2025**

Vendor Name	PO Number	Encumbrance Description	Enc Date	Encumbrance Amount	Current Balance	Fund Code	Dept-Project Code	GL Code
Access Monterey Peninsula, Inc.	PO2526-36	Video operators to produce, broadcast, record and live stream DRO meetings	7/1/2025	7,200.00	7,200.00	100	111	63508
CHAVAN AND ASSOCIATES, LLP	PO2526-37	City Audit Services FY 2026	7/1/2025	34,125.00	8,465.00	100	130	63625
Dell Financial Services LLC	PO2526-38	Power Edge R660xs Server	8/26/2025	5,276.35	0.01	100	210	64318
G.P.S. SOLUTIONS	PO2526-39	FY25/26 Plan Checking & Building Inspection Services	7/1/2025	23,051.49	8,588.84	100	160	63648
MONTEREY BAY TECHNOLOGIES, INC.	PO2526-41	FY25/26 IT Services Retainer	7/1/2025	9,000.00	7,200.00	100	111	63635
MONTEREY BAY TECHNOLOGIES, INC.	PO2526-41	FY25/26 IT Services Retainer	7/1/2025	9,000.00	7,200.00	100	210	63635
	Total PO2526-41	FY25/26 IT Services Retainer	7/1/2025	<u>18,000.00</u>	<u>14,400.00</u>			
SMITH & ENRIGHT LANDSCAPING, INC	PO2526-42	FY25-26 Weekly Landscape Maintenance	8/26/2025	16,680.00	12,060.00	100	411	63505
FENTON & KELLER	PO2526-44	FY25/26 Legal Services	7/1/2025	80,000.00	72,852.86	100	150	63650
FENTON & KELLER	PO2526-44	FY25/26 Legal Services	7/1/2025	3,000.00	1,537.50	100	210	63650
	Total PO2526-44	FY25/26 Legal Services	7/1/2025	<u>83,000.00</u>	<u>74,390.36</u>			
REGIONAL GOVERNMENT SERVICES	PO2526-45	FY25/26 Accounting Services	9/11/2025	150,000.00	72,352.01	100	130	63645
CITY OF SEASIDE	PO2526-46	FY 25/26 Fire Protection	7/1/2025	243,713.00	182,784.75	100	220	63810
County of Monterey	PO2526-47	FY25/26 9-1-1 Dispatch & Related Services	7/1/2025	46,360.00	30,920.00	100	210	63665
County of Monterey	PO2526-47	FY25/26 9-1-1 Dispatch & Related Services	7/1/2025	10,822.00	7,244.00	100	210	63668
County of Monterey	PO2526-47	FY25/26 9-1-1 Dispatch & Related Services	7/1/2025	270.00	270.00	100	210	63669
	Total PO2526-47	FY25/26 9-1-1 Dispatch & Related Services	7/1/2025	<u>57,452.00</u>	<u>38,434.00</u>			
MONTEREY PENINSULA ENGINEERING	PO2526-48	Slurry & restriping of the road and intersection	7/1/2025	35,000.00	35,000.00	211	539	66327
Avenue Insights & Analytics, LLC	PO2526-49	Short Term Rental Management	7/1/2025	17,500.00	15,000.00	100	111	63511
DENISE DUFFY & ASSOCIATES	PO2526-52	Task 772 Former Fort Ord Planning	7/1/2025	5,000.00	2,675.00	100	160	63640
DENISE DUFFY & ASSOCIATES	PO2526-53	Task 776 Planning & Consulting	7/1/2025	30,000.00	23,268.00	100	160	63640
DENISE DUFFY & ASSOCIATES	PO2526-54	Task 779-D Adoption & Finalization HCD	7/1/2025	7,000.00	4.50	100	160	63642
DENISE DUFFY & ASSOCIATES	PO2526-55	Task 779-E Housing Element Implementation	7/1/2025	43,000.00	38,298.25	100	160	63642
DENISE DUFFY & ASSOCIATES	PO2526-56	Task 782 Habitat Management Plan	7/1/2025	30,000.00	30,000.00	221	160	63646
DENISE DUFFY & ASSOCIATES	PO2526-57	Task 4 - Project 2024-40 South Boundary Road Realignment	7/1/2025	90,500.00	88,110.30	321	518	63611
Whitson Engineers	PO2526-59	SBR Engineering - Contract Services	7/1/2025	320,000.00	310,067.00	321	518	63611
Report Balance				\$	1,216,497.84	\$	961,098.02	

2026 Calendar

City Council Meetings
Planning Commission Meetings
City Observed Holidays

Pink
Green
Blue

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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September

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November

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12	13	14	15	16	17	18
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CITY OF DEL REY OAKS

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

DATE: December 16, 2025
TO: Honorable Mayor and City Council
FROM: John Guertin, City Manager
SUBJECT: Approval of Agreement with James DeChalk for Janitorial Services
CEQA: Not applicable.

Recommendation

It is recommended that the City Council approve the attached Agreement with Mr. James DeChalk for janitorial services, in an amount not to exceed \$17,000 annually, and authorize the City Manager to execute the Agreement.

Background

Mr. James DeChalk has been providing janitorial services to the City of Del Rey Oaks for over 30 years, consistently delivering high-quality cleaning and maintenance of City Hall and its offices. His longstanding familiarity with City facilities, reliability, and responsiveness have made his services an essential component of City operations.

As part of the City's ongoing effort to maintain clean, safe, and welcoming public facilities, staff evaluated options for expanding janitorial coverage to include the restrooms at the City's park, which receive increasing daily use and require regular attention.

Discussion

The attached Agreement formalizes continued janitorial services by Mr. DeChalk and expands the scope of work to include weekly cleaning of park restrooms in addition to the existing weekly deep-cleaning of City Hall and all associated offices and restrooms.

The expanded scope will help ensure that both civic facilities and public recreational areas are maintained at appropriate standards for residents, staff, and visitors. Mr. DeChalk has agreed to provide these additional services within the total annual compensation limit identified in the Agreement.

Given his long history of service to the City, his knowledge of City facilities, and his ability to incorporate the expanded cleaning needs, staff believes that continued engagement with Mr. DeChalk is both practical and cost-effective.

Fiscal Impacts

The Agreement sets a cost not to exceed \$17,000 annually. Funding for these services is included in the current fiscal year operating budget.

Attachments

- Agreement for Janitorial Services – James DeChalk (2025)

Respectfully submitted,

John Guertin
City Manager

**CITY OF DEL REY OAKS
AGREEMENT**

THIS AGREEMENT (“Agreement”) is executed _____, 20____ by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and James DeChalk (hereinafter “Consultant”), each of which is referred to herein as a “party,” and collectively referred to herein as the “parties.”

RECITALS

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement as City does not have the capability to perform such work;

WHEREAS, Consultant is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS, Consultant represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

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

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: Weekly deep cleaning of the entire city hall and all of the offices, including restrooms, in addition to weekly cleaning of park restrooms.

B. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement up to \$ 17,000.00 annually. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit written invoices to the City. Consultant’s invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

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

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin
 Title: City Manager
 Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
 Telephone: 831-394-8511

B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name: James DeChalk
 Title: Owner
 Address: 325 Parson Circle
 Telephone: 831-521-1703

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided

for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys’ fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively “Liabilities”). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant’s negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

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

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. **Workers’ Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers’ Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be a named additional insured on Consultant’s policy.
- ii. All insurance required under this Agreement must be written by an insurance company either:

1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

2. an insurance company with a current A.M. Best rating of no less than A:VII.

iii. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the amount of coverages or the term of coverages.

iv. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

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

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in services,

but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

B. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Consultant shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

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

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City’s City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

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

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

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

John Guertin,
City Manager

James DeChalk
Owner/Operator



Staff Report

DATE: December 16th, 2025

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Chief of Police

SUBJECT: Service contract with Coronado Diesel and Mobile Repair Service

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

Del Rey Oaks City Council approve the contract between the City and Coronado Diesel and Mobile Repair Service.

Background & Summary

A robust vehicle maintenance and repair program is necessary to the mission of the city to provide services to our residents. Well maintained and inspected vehicles last longer and are safer to drive. Coronado mobile mechanic service provides preventative maintenance for the entire fleet of our Del Rey Oaks Police Department as well as the maintenance of the Public Works vehicles, equipment, etc. Because of the constant need for regular vehicle maintenance, it is imperative to ensure that these vehicles are safe and running at full capacity. Furthermore, Coronado mobile mechanic service is a full spectrum repair service, which provides complete service repairs from minor to major.

The purchase of supplies, equipment, and services between \$5,000 and \$25,000 shall be made by purchase orders approved by the City Manager. The contract with Coronado Diesel and Mobile Repair Service is not to exceed \$25,000. This contract is sole source as Coronado Diesel and Mobile Repair Service are qualified to maintain and repair on duty emergency vehicles on premises alleviating the need to deliver vehicle to and from a brick and mortar business.

Fiscal Impacts

The total cost of the contract is not to exceed \$25,000 without prior authorization.

ATTACHMENTS:

1. Service contract with Coronado Diesel and Mobile Repair Service

Respectfully Submitted,

Chris Bourquin
Chief of Police

CITY OF DEL REY OAKS AGREEMENT

THIS AGREEMENT (“Agreement”) is executed December 16, 2025, by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and **Coronado Diesel and Mobile Repair Service** (hereinafter “Consultant”), each of which is referred to herein as a “party,” and collectively referred to herein as the “parties.”

RECITALS

WHEREAS the City wishes to engage Consultant to perform the services required by this Agreement as City does not have the capability to perform such work.

WHEREAS Consultant is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS Consultant represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

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

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: Coronado mobile mechanic service provides preventative maintenance for the entire fleet of our Del Rey Oaks Police Department as well as the maintenance of the Public Works vehicles, equipment, etc.

Because of the constant need for regular vehicle maintenance, it is imperative to ensure that these vehicles are safe and running at full capacity.

Furthermore, Coronado mobile mechanic service is a full spectrum repair service, which provides complete service repairs from minor to major.

A. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The city agrees to pay, and the Consultant agrees to accept as full and fair consideration for the performance of this Agreement not to exceed \$25,000 per year. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** The consultant shall submit written invoices to the City. The consultant’s invoices shall include a brief description of the services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

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

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted to render the City the agent, employer, or partner of consultant, or the employer of anyone working for or subcontracted by consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. The consultant is not, and must not claim to be, an agent of the city.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City’s Representative.** The City appoints the individual named below as the City’s contact person for the purposes of this Agreement.

Name: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
Telephone: 831-394-8511

B. **Consultant’s Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name:

Title:
Address:
Telephone:

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

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

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be an additional named insured on Consultant's policy.
- ii. All insurance required under this Agreement must be written by an insurance company either:
 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 2. an insurance company with a current A.M. Best rating of no less than A:VII.
- iii. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the number of coverages or the term of coverages.
- iv. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.
- B. Consultant and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Consultant's Estimate.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant’s ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

B. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of consultant, and all responsibility related to performance of services shall be and remain with consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City’s behalf) and other documents or products produced by Consultant under this Agreement (collectively, “the Materials”) are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Consultant shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of consultant from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing

signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

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

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City’s City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

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

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive, and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

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

John Guertin,
City Manager



2026 CITY OF DEL REY OAKS REGIONAL
AGENCIES BOARDS & COMMITTEES
REPRESENTATIVES APPOINTMENT LIST

AGENCY	STIPEND	MEMBER
<u>SPECIAL DISTRICTS</u>		
1) ReGen Monterey * 4 year term through 2028 Felipe Melchor, General Manager 14201 Del Monte Blvd ., Marina 384-5313 / Website: www.mrwmd.org <i>Meeting: 3rd Friday of each month at 9:00 a.m.</i>	\$100/mtg	Shirley
2) Monterey-Salinas Transit Carl Sedoryk, General Manager 19 Upper Ragsdale Dr. #200, Monterey 899-2558 / Website: www.mst.org <i>Meeting: 2nd Monday of each month at 10:00 a.m.</i>	\$100/mtg	Shirley Hallock
Mo Co Regional Taxi Authority Administered by MST <i>Meeting: Once a year</i>	\$50/mtg	
3) Northern Salinas Valley Mosquito Abatement * 2 year term through 2026 Kenneth Klemme, Manager-Biologist 342 Airport Blvd, Salinas 373-2483 / Website: www.montereycountymosquito.com <i>Meeting: 2nd Tuesday of each month at 12:00 p.m.</i>	\$100/mtg	Goetzelt
4) Seaside County Sanitation District Chair: Council Member John Uy 440 Harcourt Avenue, Seaside 899-6230 / Website: www.ci.seaside.ca.us <i>Meeting: 2^{na} Tuesday of each month at 9:30 a.m.</i>	\$100/mtg	Uy Burger
5) M. Peninsula Water Management District (MPWMD) David Stoldt, General Manager 5 Harris Court, Bldg . G, Monterey 658- 5600 / Website: www.mpwmd.dst.ea.us / mpwmd.htm <i>Meeting: 3rd Monday of each month at 7:00 p.m</i>	No compensation	Hallock (PAC) Guertin (TAC)

JOINT POWERS AUTHORITIES

- | | | |
|---|-------------------------------|-------------------------------------|
| <p>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
<u>Meeting:</u> 2nd Wednesday of each month at 6:00 p.m.</p> | <p>\$50/mtg.</p> | <p>Uy
Shirley</p> |
| <p>2) Community Human Services
Robin McCrae, Executive Director
2560 Garden Road, Ste 201, Monterey
658-3811 or info@chservices.org / Website: www.chservices.org
<u>Meeting:</u> 3rd Thursday of each month at 11:00 a.m.</p> | <p>No compensation</p> | <p>Hallock
Burger</p> |
| <p>3) Monterey One Water (MRWPCA)
Paul A. Sciuto, General Manager
5 Harris Court, Bldg. D, Monterey
372-3367 / Website: www.mrwpc.org
<u>Meeting:</u> Last Monday of each month at 6:00 p.m.</p> | <p>\$100/mtg</p> | <p>Donaldson
Shirley</p> |

SPECIALLY CONSTRUCTED ORGANIZATION

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

MISCELLANEOUS

- | | | |
|---|-------------------------------|------------------------------------|
| <p>1. City Selection (Mayors)
<u>Meeting:</u> 1st Friday of each month at 11:30
a.m.</p> | <p>No compensation</p> | <p>Donaldson</p> |
| <p>2. Monterey Bay Area Insurance Fund (MBASIA)
Conor Boughey, Risk Manager
100 Pine St., 11th Floor, San Francisco
(415)403-1400 / Website: www.mbasia.org
<u>Meeting:</u> 1st Monday of each month at 9:30 a.m.</p> | | <p>Guertin
Bourquin</p> |
| <p>3. Seaside Groundwater Basin Watermaster
Toni Gibbs, Administrative Officer

2600 Garden Road, Suite 228, Monterey
641-0113 / Website: www.seasidebasinwatermaster.org
<u>Meeting:</u> 1st Wednesday of each month at 2:00 p.m.</p> | <p>No compensation</p> | <p>Shirley
Burger</p> |

Approved as to form and content at a Regular Meeting of the City Council of the City of Del Rey Oaks held on December 16, 2025.

Signed: _____ Scott Donaldson, Mayor Attest: _____ Karen Minami, City Clerk

As of December 16, 2025

Public Safety: Council Members Hallock, Uy, and Mayor Donaldson

Park/Rec: Council Members Hallock, Shirley, and Mayor Donaldson

Public Works: Council Member Burger, Uy, and Mayor Donaldson

Finance: Council Members Burger, Shirley, and Mayor Donaldson



CITY OF DEL REY OAKS

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

DATE: December 16, 2025

TO: Honorable Mayor and City Council

FROM: Alex Lorca, City Attorney

SUBJECT: City Manager Employment Agreement Amendment

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

Recommendation

That the City Council approve Amendment No.2 to the City Manager’s Employment Agreement.

Background and Discussion

The City entered into an Employment Agreement with City Manager John Guertin in July 2021, a copy of which is attached.

An “Amendment No. 1” to the City Manager’s Employment Agreement was entered into between the City and the City Manager in September 2022, a copy of which is attached. Amendment No. 1 increased the City Manager’s salary and extended the term of the Employment Agreement.

Amendment No. 2, attached, was recently discussed with the City Manager and the City Council. Amendment No. 2 modifies the City Manager Employment Agreement with respect to term, termination, salary, vacation/sick/leave benefits, and communications.

Attachments

- City Manager Employment Agreement
- Amendment No. 1
- Draft Amendment No. 2

Respectfully submitted,

Alex Lorca,
City Attorney

**AMENDMENT NO. 2 TO THE CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DEL REY OAKS AND JOHN GUERTIN**

This Amendment No. 2 to the City Manager Employment Agreement entered into July 27, 2021, between the City of Del Rey Oaks and John Guertin (Employment Agreement) is made and entered into effective August 10, 2025, by and between the City of Del Rey Oaks (City) and John Guertin (City Manager).

RECITALS

WHEREAS, on July 27, 2021, the City and the City Manager entered into the Employment Agreement to provide City Manager services to the City; and

WHEREAS, City and City Manager executed Amendment No. 1 to the Employment Agreement effective August 27, 2022, to continue to provide City Manager services to the City; and

WHEREAS, the term of the Employment Agreement is set to continue until August 10, 2026; and

WHEREAS, on the basis of the annual performance evaluation, the City Council desires to assure the continuous service of John Guertin in such official capacity as provided for in the Municipal Code by amending the term and certain salary and other benefits of his employment.

AGREEMENT

NOW, THEREFORE, be it resolved that the Sections of the Employment Agreement identified below are hereby amended in full to read as follows:

1. **Section 2.2 Term** is amended and replaced to provide as follows:

“The City Manager’s employment shall commence on August 10, 2021 (the “Effective Date”) and shall continue through August 10, 2029, or until terminated by one or both of the Parties (“Term”), as outlined in Section 5 of this Agreement.

2. **Section 2.3. City Manager Duties, D** is deleted in its entirety.

3. Section 3.1.1 is added and shall read as follows:

Yearly Adjustment. The City Manager’s salary shall be increased by three per cent (3%) per year.

4. **Section 3.3 Vacation Leave** is amended and replaced to provide as follows:

“City Manager shall accrue vacation leave at the rate of thirty (30) paid days each year, in

addition to recognized City holidays. During the Term of this Agreement Employee may accumulate vacation leave up to a maximum “cap” of sixty (60) days. At any time during the Term of this Agreement Employee shall be entitled to cash out accrued but unused vacation days, provided that at least ten (10) accrued but unused vacation leave days remain available. The amount paid Employee shall be based on Employee’s annual Base Salary at the time the vacation leave is paid. Upon termination or resignation from employment or the non-renewal of this Agreement, Employee shall be paid for all accrued and unused vacation time at the Employee’s rate of pay at termination or resignation.”

5. **Section 3.4 Sick Leave** is amended and replaced to provide as follows:

“Employee shall accrue sick leave at a rate of 3.69 hours for every biweekly pay period, up to 96 hours or 12 workdays per year. During the Term of this Agreement there is no limit to the amount of sick leave Employee may accrue. In the event of termination or resignation from employment or the non-renewal of this Agreement, Employee shall be entitled to compensation of fifty percent (50%) of his accrued but unused sick leave. Alternatively, Employee may convert the equivalent amount of sick leave to retirement credit in accordance with PERS rules and regulations.”

6. **Section 3.5. Administrative Leave** is amended and replaced to provide as follows:

“Employee shall be credited with 80 hours of administrative leave at hire. Employee shall be granted 100 hours of administrative leave on July 1, 2025, and every year after. Administrative Leave shall not accrue or roll over from year to year and shall have no cash value and may not be cashed out during or at the end of Employee’s tenure with the City.”

7. **Section 5.2. Termination by the Council** is amended and replaced to provide as follows:

“The Council may terminate this Agreement and remove Employee from his position as the City Manager at any time with or without cause by a three-fifths (3/5) vote of the entire Council. When without cause, termination shall be at a regular council meeting, with written notice provided to Employee. Upon termination, for any reason, the City shall compensate Employee for all accrued vacation leave, consistent with the limitations noted herein. This compensation shall be based upon Employee’s salary as of the date of his termination.”

8. **Section 5.3. Termination Without Good Cause** is amended and replaced to provide as follows:

“If the City terminates this Agreement (thereby terminating Employee’s employment) without cause, as determined by the affirmative votes of a majority of the members of the City Council at a regular meeting of the City Council, and if Employee signs, delivers to the City Council, and does not revoke, the General Release Agreement (“Release Agreement”) attached hereto as **Exhibit C**, City shall pay Employee twelve (12) month’s current salary as a lump sum payment. Additionally, City shall provide six (6) months of health (medical, dental, and vision) benefits continuing under the benefit plans in which Employee and his dependents are then enrolled (the cash payment and continuing benefits, collectively

“Severance”). This Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed with the City pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the City and Employee.”

9. **Section 5.5. Written Notice** is added to provide as follows:

“The City Council agrees that, prior to termination of Employee for performance-based reasons, the Council will provide Employee a written notice of as much. Employee shall have at least thirty (30) days in which to “cure” the issues raised in the written notice received from the Council. Determination of whether Employee has satisfactorily “cured,” and whether termination is still warranted, shall be at the discretion of the City Council.”

10. **Section 5.6. Termination Before/After Election** is added to provide as follows:

“In no event may Employee be terminated without cause within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.”

11. **Section 5.7. Communications Upon Employee’s Separation** is added to provide as follows:

“In the event the City terminates the City Manager for any reason or no reason, the City and Employee agree that no member of the City Council, the City Management staff, nor the Employee, shall make any written, oral or electronic statement to any member of the public, the press, or any city employee concerning the Employee’s termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City and Employee. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.”

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

CITY:
Del Rey Oaks, a General Law City
in the State of California

EMPLOYEE:

By: _____
Scott Donaldson, Mayor

By: _____
John Guertin, an individual

Date Signed: _____

Date Signed: _____

Approved as to Form:

By: _____
Alex J. Lorca, City Attorney

**AMENDMENT NO. 1 TO THE CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DEL REY OAKS AND JOHN GUERTIN**

This Amendment No. 1 to the City Manager Employment Agreement entered into July 27, 2021 between the City of Del Rey Oaks and John Guertin (Employment Agreement) is made and entered into this 1st day of September 2022, by and between the City of Del Rey Oaks (City) and John Guertin (City Manager).

RECITALS

WHEREAS, on July 27, 2021, the City and the City Manager entered into the Employment Agreement; and

WHEREAS, the City of Del Rey Oaks City Council evaluated the City Manager's performance at its August 23, 2022 meeting; and

WHEREAS, the City Council wishes to extend the term of the Employment Agreement by two years; and

WHEREAS, the City Council wishes to increase the City Manager's annual salary by ten percent (10%); and

WHEREAS, the City Council directed the Mayor to execute this Amendment No. 1 on the City's behalf.

AGREEMENT

NOW THEREFORE, be it resolved the Employment Agreement is hereby amended as follows:

1. Section 2.2 is amended to read:
 "Section 2.2 Term. The term of this Agreement shall commence on August 10, 2021 (the "Effective Date") and shall continue until August 10, 2026, or until terminated by one or both of the Parties ("Term"), as outlined in Section 5 of this Agreement."
2. Effective with the August 27, 2022 pay period, the City Manager's Base Salary shall be One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500) per year.
3. All other provisions of the Employment Agreement and this Amendment No. 1 to the Employment Agreement shall remain unchanged, and remain in full force and effect.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 on the dates stated below.

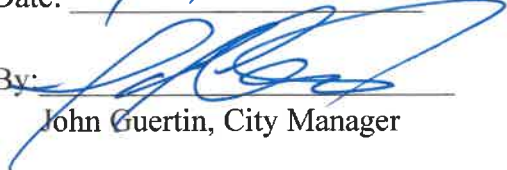
CITY OF DEL REY OAKS

CITY MANAGER

Date: _____

Date: 9-1-02

By: _____
Alison Kerr, Mayor

By: 
John Guertin, City Manager

Approved As To Form:

Date: _____

By: _____
Alex J. Lorca, City Attorney

Amendment No. 1 to City Manager Employment Agreement
between the City of Del Rey Oaks and John Guertin

**EMPLOYMENT AGREEMENT
CITY OF DEL REY OAKS
CITY MANAGER**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 27th day of July, 2021 (“Effective Date”), by and between the City of Del Rey Oaks, a California General Law City (“City”) and John Guertin (“Employee”), an individual. The City and Employee may individually be referred to herein as “Party” or collectively as “Parties.”

RECITALS

A. This Agreement is entered into pursuant to the City’s decision to hire John Guertin as the City Manager of the City of Del Rey Oaks on June 16, 2021, to be the administrative head of the City’s operations under the direction and control of the City Council (“Council”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made a part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 shall prevail.

Section 2. Appointment of City Manager, Duties and Term

Section 2.1 Appointment of City Manager. Employee is hereby appointed to the position of City Manager, in and for the City, to perform the functions and duties of the City Manager as specified in this Agreement. Employee accepts such appointment and employment pursuant to the terms of this Agreement.

Section 2.2 Term. The term of this Agreement shall commence on August 10, 2021 (the “Effective Date”) and shall continue until August 10, 2024, or until terminated by one or both of the Parties (“Term”), as outlined in Section 5 of this Agreement.

Section 2.3. City Manager Duties. For the Term, Employee shall perform the functions of the City Manager position as specified in Chapter 2.08 of the Del Rey Oaks Municipal Code, the terms of this Agreement, the City’s Manager job description, last ratified May of 2020 (attached hereto as **Exhibit A**), and as directed from time to time by Council including, without limitation, as provided in Employee’s performance evaluations. Employee’s duties, responsibilities, and limitations as City Manager include, but are not limited to:

A. Under direction of the Council, Employee shall be in charge of the administration,

personnel, and general affairs of the City. Employee shall represent the Council's policies and programs with other employees, community organizations, and the general public. Employee shall report to the Council as needed, including at regular and special meetings, work with other employees of the City, including preparation of contracts, review of budget requests, and to make those recommendations reasonably necessary to run the City.

B. Employee shall conduct the business of the City and report to the Council at regular or other meetings noticed by the City.

C. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the City Manager. Employee acknowledges receipt of a copy of the job description for City Manager for the City of Del Rey Oaks attached as Exhibit A. Employee represents to have the time, skill, and background in order to properly effectuate those job duties.

D. Employee shall perform said duties at City Hall, and not remotely.

Section 2.4 No Secondary Employment. The City Manager position is full time; Employee agrees to devote all of his productive time, ability, and attention to the City's business. During the Term of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the City, subject to any exceptions approved in writing by the Council. Provided, however, that Employee has the right to volunteer for such nonprofit organizations as he may see fit, and further provided that such volunteer services shall not interfere with his duties as City Manager.

Section 2.5 Exempt Position. The position of City Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). The general business hours for City employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Council meetings and other City business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours, which are necessary to fulfill the duties of the City Manager position.

Section 2.6 At-Will Employment. Employee is an "at-will" employee serving at the pleasure of the Council. Accordingly, the Council may terminate Employee's employment at any time, with or without cause, by a three-fifths (3/5) vote of the Council.

Section 2.7 No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his "at will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary actions, including termination, by the City.

Section 2.8 No Membership in Bargaining Unit. Employee understands that he is not a

member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.

Section 3. Compensation.

Section 3.1 Base Salary. Employee shall be paid at a rate of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (“Base Salary”) per year. Payments will be made on regularly scheduled payroll dates and shall be subject to all applicable payroll withholdings. Such compensation shall be the only compensation the City pays, and the Employee receives, for Employee’s services under this Agreement. City Manager’s Base Salary adjustments approved by Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective. Such may be set forth in an annual salary resolution or minute action approved by the Council and ratified by resolution.

Section 3.2 Employee Benefits. During the Term of this Agreement, the City agrees to provide such benefits as shown in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

Section 3.3 Vacation Leave. Employee shall accrue vacation leave at a rate of 3.08 hours per biweekly pay period, or up to a maximum of 80 hours per year, as described in Exhibit B Employee Benefits. In the event that available vacation is not used during the year in which it was received, Employee may carry unused paid vacation time forward to the next year. However, if the total amount of unused vacation time reaches a “cap” of 125 hours, further vacation will not be provided until Employee uses paid vacation time and brings the available amount below the cap.

Upon termination of employment, Employee will be paid for unused vacation time that has been earned through the last day of work at the Employee’s rate of pay at termination, up to a maximum of 125 hours of vacation pay.

Section 3.4 Sick Leave. Employee shall accrue sick leave at a rate of 3.69 hours for every biweekly pay period, up to 96 hours or 12 workdays per year, as described in Exhibit B Employee Benefits. If Employee does not use all twelve (12) days of paid sick leave in a calendar year, the unused hours will not carry over to the following year. Unused paid sick leave benefits will not be paid to Employee upon separation of employment.

Section 3.5. Administrative Leave. Employee shall be credited with 80 hours of administrative leave at hire. Thereafter, Employee shall be granted 80 hours of administrative leave on the effective date and every year after, as described in Exhibit B Employee Benefits. Administrative Leave shall not accrue or roll over from year to year and shall have no cash value and may not be cashed out during or at the end of Employee’s tenure with the City. Administrative leave of more than three (3) days shall be communicated in writing to Council before being taken.

Section 3.6. Holidays. Employee shall be entitled to observe, with pay, the thirteen (13) observed holidays as described in Exhibit B Employee Benefits.

Section 3.7. Vehicle. City Manager's duties require him to be available and to respond to he demands of City business at all times and outside of regular business hours, including weekends. The City shall provide the City Manager with an automobile allowance of four hundred and fifty dollars (\$450) per month. This allowance is intended, in part, to reimburse City Manager for travel within forty (40) miles of the City. All other travel shall be reimbursed at Internal Revenue Service mileage rates.

Section 3.8. Equipment. City Manager will use a cell phone provided by the City, with monthly cellular fees paid by the City. City shall not pay for the purchase, installation, and maintenance of compatible computer equipment (hardware, software and internet access) for City Manager at his residence. City will provide a City-owned laptop computer to City Manager.

Section 3.9 Deferred Compensation. City agrees to provide a Section 457 deferred compensation program which will be administered by CalPERS, but shall make no payment into such program for City Manager's benefit.

Section 3.10 Business and Professional Expenses. The City recognizes that City Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to City Manager's service to City. City shall furnish the City Manager with a City credit card in order to pay such expenses. City Manager shall present monthly statements to the City for payment. All charges must be supported by documentation meeting City's normal requirements. City agrees to pay the professional dues and subscriptions on behalf of City Manager which are necessary for City Manager's continuation or full participation in international, national, regional, state, or local associations and organizations necessary and desirable for City Managers continued professional participation, growth and advancement, or for the good of the City, in an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) per year.

Section 3.11 Bereavement Leave. City Manager shall be entitled to three (3) days bereavement leave. Bereavement Leave shall not accrue or roll over from year to year and shall have no cash value and may not be cashed out during or at the end of City Manager's tenure with the City.

Section 4. Performance Evaluation. For the first year of this Agreement, performance evaluations shall be conducted by the City Council following the end of the third (3rd), sixth (6th), and twelfth (12th) month following the Effective Date of this Agreement. After the first year of this Agreement, performance evaluation, shall be conducted annually by the Council in August of each year. The process, at a minimum, shall include the opportunity for both Parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, and (C) present a written summary of the evaluation results.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the City at least sixty (60) days advance written notice of the effective date of Employee's resignation unless the Parties otherwise agree in writing. If Employee retires from full time public service with the City, Employee shall provide at least three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full

force and effect. Promptly after the effective date of resignation, the City shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 5.3 of this Agreement.

Section 5.2. Termination by the Council. The Council may terminate this Agreement and remove Employee from his position as the City Manager at any time with or without cause by a three-fifths (3/5) vote of the entire Council. Upon termination, for any reason, the City shall compensate Employee for all accrued vacation leave, consistent with the limitations noted herein. This compensation shall be based upon Employee's salary as of the date of his termination.

Section 5.3. Termination Without Good Cause. If the City terminates this Agreement (thereby terminating Employee's employment) without cause, as determined by the affirmative votes of a majority of the members of the City Council at a regular or special meeting of the City Council, and if Employee signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") attached hereto as **Exhibit C**, City shall pay Employee three (3) month's salary as a lump sum payment ("Severance"). This potential Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed with the City pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the City and Employee. In the event the City terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act.

Section 5.4. Termination For Good Cause. The City may, at any time, immediately terminate this Agreement for Good Cause as defined in this Section 5.4. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Nonperformance of duties;
7. Any conduct which violates the City's Personnel Rules and for which a City employee may be terminated;

8. Repeated and protracted unexcused absences from City Manager's office and duties;
9. Willful destruction or misuse of City property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation;
11. Willful violation of federal, state or City discrimination laws;
12. Continued substance abuse which adversely affects performance of Employee's duties as City Manager;
13. Refusal to take or subscribe any oath or affirmation which is required by law;
14. Permanent disability that renders Employee unable to perform the essential functions of his job with or without reasonable accommodation which places an undue burden on the City or Employee becoming otherwise unable to perform the duties of City Manager, by reason of sickness, accident, illness, injury, mental incapacity or health, for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves;
15. Dishonesty;
16. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, the City's legitimate business interests; or
17. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the City.
18. Commission of an act of moral turpitude.

Notwithstanding any provision in this Agreement to the contrary, the Council may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 6. Abuse of Office or Position. For the purpose 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 Sections 3511.1, 3511.2, 53243.1, and 53243.2, the following limitations apply to the City's obligations to Employee:

- i) In the event Employee is placed on paid leave pending an investigation, he shall

reimburse the City if he is subsequently convicted of a crime that constitutes an “abuse of office or position.”

- ii) In the event City pays for Employee’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.”
- iii) If this Agreement is terminated, any cash settlement related to the termination Employee may receive from City must be fully reimbursed to City if Employee is subsequently convicted of a crime that constitutes an “abuse of office or position.”

Section 7. Indemnification. The City shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights, or 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 Employee’s duties as City Manager in accordance with California’s Tort Claims Act (Government Code § 825 *et seq.*), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The City may decline to defend or indemnify Employee only as permitted by the Government Code. The City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the City’s duty to defend and indemnify shall be contingent upon Employee’s good faith cooperation with such defense. In the event the City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

The provisions of Section 5.4 and this Section 6, however, shall prevail over this Section 7 should any conflict arise.

Section 8. Notices. Any notice or communication required hereunder between the City and Employee must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City: City of Del Rey Oaks
650 Canyon Del Rey Road
Del Rey Oaks, CA 93940

If to Employee: John Guertin
c/o the City
With CC to Employee’s mailing address on file with City

Section 9. Exhibits. All “Exhibits” referred to below or attached to herein are, by this reference, incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A	Job Description
Exhibit B	Employee Benefits
Exhibit C	General Release Agreement

Section 10. General Provisions.

Section 10.1 Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

Section 10.2 Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 10.3 Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

Section 10.4 Authority. All Parties to this Agreement warrant and represent they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms are correct.

Section 10.5 Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 10.6 Governing Law. This Agreement shall be governed by and construed in

accordance with the laws of the state of California.

Section 10.7 Venue. Venue for all legal proceedings shall be in the Superior Court of California for Monterey County.

Section 10.8 Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 10.9 Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 10.10 Entire Agreement. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

Section 10.11 Agreement Supersedes Provision in Municipal Code. It is intended that the provisions of this Agreement relating to employment or termination shall be the exclusive procedure used by the Parties, and is intended to supersede any inconsistent provisions of the City's Municipal Code

Section 10.12 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

Section 10.13 Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon, and inure to the benefit of, such Party, its successors and assigns.

Section 10.14 Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 10.15 Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 10.16 Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and

purposes of this Agreement.

Section 10.17 Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

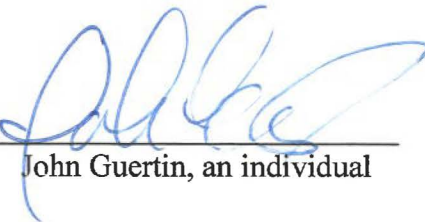
IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

CITY:

Del Rey Oaks, a General Law City
in the State of California

By: 
Alison Kerr, Mayor

EMPLOYEE:

By: 
John Guertin, an individual

Date Signed: 7-29-2021

Date Signed: 7-29-21

Approved as to Form:

By: 
Alex J. Lorca, City Attorney

EXHIBIT A

Job Description

The City of Del Rey Oaks City Manager serves as the chief executive officer of the city with responsibility for planning, administering, directing, overseeing, and evaluating the organization's activities, projects, and operations. With broad policy direction and guidelines from the City Council, the City Manager provides direct and indirect supervision to departmental heads and staff assigned to the City Manager's office in order to ensure public services are maintained and delivered efficiently and effectively in accordance with the Municipal Code and City Council directives. The City Manager must have a strong financial background enabling them to confidently manage the City's budget process.

Under policy guidelines, the City Manager directs and oversees the activities and operations of the City, including comprehensive programs for the City's long-range growth and economic development; provides overall leadership and direction to all municipal departments; provides administrative support to the City Council, and performs related duties as assigned and as specified in the Municipal Code.

The City Manager will be charged with ensuring an engaged and well-informed community, while working closely with the City Council. In addition to overseeing existing City services and programs aimed at enhancing the City's quality of life for its residents, the City Manager will be faced with opportunities and challenges related to meeting the State's affordable housing requirements and managing long-term capital improvement program priorities and projects. The City Manager will foster cross-disciplinary teamwork and promote new ideas to solve challenging problems including water issues, land use, economic viability, affordable housing, reuse of Federal Land, environmental protection, climate action, and social issues.

Qualifications:

Any combination of education and/or experience that provides the knowledge, skills, and abilities necessary for acceptable job performance. An example of combinations include:

Education/Training: A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a related field. A Master's degree in a related field is desirable.

Experience: Eight years of progressively responsible management, administrative, staff, or related experience including five years of experience as a department director, Assistant City Manager, and/or City Manager.

Knowledge, Skills, and Abilities:

The City Manager is a creative, forward-thinking, local government manager with exceptional communication and leadership skills.

Innovative. The Del Rey Oaks City Manager works with the Council to prioritize goals while managing day-to-day operations to ensure the future success of the community by implementing the City's Strategic Plan.

Communicator. The Del Rey Oaks City Manager is an effective listener and communicator, at ease speaking with varied audiences, building consensus between City staff, City Council, other elected officials, and members of the community; and provides transparency in decision-making and achieving strategic goals.

Focused. The Del Rey Oaks City Manager is fully committed to Del Rey Oaks and is capable of prioritizing initiatives and projects, identifying resources needed, and being a strong leader who can balance conflicting interests and priorities, be responsive to dynamic community needs, and keep focused on the long-term strategic objectives.

Financial Manager. The Del Rey Oaks City Manager ensures the city continues to be fiscally, socially, and environmentally sustainable. The ideal candidate is fiscally prudent, recognizes the importance of long-term planning, and is able to articulate the options for varying levels of service and their cost implications in a transparent manner.

Staff Leader. The Del Rey Oaks City Manager is a community-focused leader with confidence, compassion, and emotional intelligence. The City Manager is expected to be a fair, empathetic, facilitative leader, and empowers a highly capable staff with clear expectations for success. The City Manager is the liaison between Council and staff and helps to clarify roles and responsibilities to effectively meet community needs.

Collaborative. The Del Rey Oaks City Manager has demonstrated success in working well with others, building relationships, and collaborating with government, private, nonprofit, community, and other partners to achieve community goals.

Culturally Competent. City Manager understands Del Rey Oaks' unique culture and has experience working with diverse groups and engaging with a culturally and economically diverse population.

EXHIBIT B**Employee Benefits**

CalPERS Retirement (Classic 2%@60; PEPRA 2%@62).

Fully paid Health Insurance for employee and dependents.

Fully paid Dental, Vision & EAP for employee and dependents.

Wellness Program - reimbursable up to \$500.00 a year.

Automobile allowance - \$450 per month.

Business and Professional expenses - \$3,500 per year.

Equipment – Cell phone and plan; City-owned laptop.

Deferred compensation – Available 457 plan, without City payment.

Vacation –Accrual of 80 hours per year at a rate of 3.08 hours per pay period. Vacation “cap” of 125 hours.

Administrative Leave – Credit of 80 hours at the time of hire. Thereafter, credit of 80 hours each year. Hours shall not carry over to the next year, and are not compensable to employee upon separation of employment.

Sick Leave – Accrue 96 hours per year at a rate of 3.69 hours per pay period. Hours shall not carry over to the next year, and are not compensable to employee upon separation of employment.

Bereavement Leave – 3 days per years. Hours shall not carry over to the next year, and are not compensable to employee upon separation of employment.

Holidays - 13 days per year: New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, and the day after, Christmas Eve, Christmas Day.

EXHIBIT C

GENERAL RELEASE AGREEMENT

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

1. City Manager's employment with City concluded on _____.
2. Certain disputes have arisen between City and City Manager.
3. City and City Manager each deny any liability whatsoever to the other.
4. City and City Manager wish to resolve fully and finally any and all disputes they may have with each other.
5. City Manager is hereby informed he has fourteen (14) days from receipt of this Agreement to review it. City hereby advises City Manager to consult with his legal counsel before signing this Release Agreement.
6. City Manager acknowledges that for a period of seven (7) days following the signing of this Release Agreement ("Revocation Period"), he may revoke the Release Agreement. This Release Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
7. City Manager acknowledges the Salary referenced in Section 3 of his Employment Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him through the date of employment termination. City Manager also acknowledges that City has made this Salary without regard to whether he signs this Agreement. The Salary does not constitute consideration for this Release Agreement.
8. Receipt of Salary. City Manager hereby 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.
9. Severance. Within five (5) days following City Manager's signing, delivering to the City, and not revoking this Release Agreement, City shall pay City Manager the gross amount provided for in Section 5.3 of the Employment Agreement, less applicable deductions. City Manager acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by City.

10. General Release. In consideration of the Severance to be paid and provided to City Manager, and other good and valuable consideration, City Manager 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/she 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, and 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.

11. Section 1542 Waiver. City Manager 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, City Manager expressly acknowledges that this 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.

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

12. Fees and Costs. City Manager 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: _____

Alison Kerr, Mayor
CITY OF DEL REY OAKS

Dated: _____

John Guertin

Approved as to Form:

Date: _____

Alex J. Lorca,
City Attorney



Staff Report

DATE: December 16th, 2025

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Chief of Police

SUBJECT: Memorandum of Understanding(MOU) between the Del Rey Oaks Police Department and Community Human Services Street Outreach Program for Homeless Youth.

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

Del Rey Oaks City Council approve the signing of the Memorandum of Understanding (MOU) between the Del Rey Oaks Police Department and Community Human Services Street Outreach Program for Homeless Youth.

Background & Summary

Community Human Services is a 501c(3) public nonprofit and Joint Powers Authority providing high-quality mental health, substance abuse, and homeless services to middle and low-income individuals and families in Monterey County, California. Our homeless services programs provide shelter, street outreach, housing assistance, and case management services for unaccompanied youth, women, and families with children experiencing homelessness in Monterey County. They have three Street Outreach Programs which include the Monterey Peninsula Street Outreach Program, Salinas Valley Street Outreach Program and South/North County Street Outreach Program. The goal of their Street Outreach Programs is to provide resources and aid to homeless youth up to the age of 24. The programs work to build trust and relationships with youth on the streets in a non-judgmental way with the ultimate goal of providing safe exits off the streets and into permanent housing. The Memorandum of Understanding (MOU) between Community Human Services Street Outreach Program for Homeless Youth and the Del Rey Oaks Police Department outlines a desire for a collaborative relationship between the program and the police department.

Fiscal Impacts

There are no fiscal impacts associated with the Memorandum of Understanding (MOU).

ATTACHMENTS:

1. Street Outreach Flyer
2. Safe Place Flyer – Monterey

Respectfully Submitted,

Chris Bourquin
Chief of Police

MEMORANDUM OF UNDERSTANDING (MOU)
Between
CHS' Street Outreach Program for Homeless Youth (CHS)
and
Del Rey Oaks Police Department (DROPD)

Effective Date: 12/10/2025

I. Purpose

A. This Memorandum of Understanding (MOU) outlines the collaborative relationship between Community Human Services' Street Outreach Program for Homeless Youth (CHS) and the Del Rey Oaks Police Department (DROPD). The purpose of this agreement is to formalize partnership practices, strengthen coordination of services, and support effective street outreach to homeless and at-risk youth. Through this collaboration, the parties aim to promote safety, improve client outcomes related to self-sufficiency and obtaining housing, and reduce adverse community impacts across Monterey County. The parties will enhance communication, streamline referrals, and engage in multidisciplinary activities serving youth up to age 24.

II. Background

- A. CHS is a nonprofit Joint Powers Authority (JPA) that has provided mental health services, homeless services, and substance use services throughout Monterey County since 1969 and maintains active working relationships with cities, the county, school districts, and law enforcement agencies across multiple jurisdictions.
- B. The Street Outreach Program for Homeless Youth builds relationships with homeless and at-risk youth and engages them in services that promote self-sufficiency, increased stability, healthier relationships, improved income and educational attainment, connection to applicable referrals, and support in obtaining housing.
- C. Partnerships with law enforcement jurisdictions are mutually beneficial and support improved client outcomes, stronger CHS program outcomes, enhanced police department outcomes, and broader community benefits across Monterey County.
- D. This MOU provides a standard framework to formalize collaboration with any police department and is informed by CHS's prior collaborative work with law enforcement through both formal and informal agreements.



III. Scope of Collaboration

A. Participation in Collaborative Meetings

- 1) Police Departments often host multidisciplinary meetings with service providers and other departments. Whenever available and appropriate, CHS will participate in these DROPD meetings, including case conferencing, outreach coordination meetings, and other forums that support service connection, youth safety, and coordinated outreach. Likewise, when CHS hosts multidisciplinary meetings, DROPD will participate whenever available and appropriate.

B. Partnership Expansion

- 1) CHS and DROPD will use reasonable efforts to strengthen, formalize, and expand collaborative practices across jurisdictions where working relationships exist or emerge, in alignment with shared goals and community needs.

C. Field-Based Collaboration

- 1) DROPD personnel may contact CHS when they encounter individuals who fall within CHS's service population, and CHS may contact DROPD when coordination would support youth safety or service connection. The parties will provide program information and support to one another through direct communication, case conferencing, presentations, outreach materials, and field-based engagement, as appropriate and when requested.

D. Mutual Referrals and Communication

- 1) When CHS encounters situations requiring DROPD involvement, CHS will contact DROPD consistent with safety protocols and applicable laws.
- 2) When DROPD encounters homeless or at-risk youth who may benefit from CHS services, DROPD will use best efforts to notify or refer these individuals to CHS when appropriate and legally permissible.
- 3) The parties will maintain regular communication to coordinate outreach, share non-confidential information, and resolve operational concerns.

E. Coordinated Outreach and Joint Activities

- 1) When appropriate and applicable, CHS and DROPD will collaborate during community outreach, youth engagement activities, and non-crisis interactions involving homeless youth, including joint field outreach or ride-along participation when suitable and permitted by DROPD policy.

F. Training and Information Sharing

- 1) CHS may provide DROPD with in-service training on CHS programs, referral processes, youth engagement strategies, and available community resources.

- 2) DROPD may provide CHS with information or training that supports safe and effective coordination.
- 3) Information may be shared through presentations, meetings, direct communication, and distributed materials.

IV. Confidentiality

- A. DROPD may contact CHS about individuals encountered in the community who appear to fall within CHS's service population. This does not violate confidentiality because such individuals are not CHS clients unless already enrolled. Once an individual becomes a CHS client, confidentiality laws apply, and CHS may only confirm or disclose information when legally permitted, such as when a mandated reporting obligation applies, when there is an imminent risk of serious harm, during a medical emergency, under a valid court order, or when another lawful exception exists. Information-sharing will occur in accordance with all applicable confidentiality laws to support coordinated outreach and youth safety. DROPD may share observations with CHS, while CHS will share client information only when legally permitted.
- B. Both parties will comply with all applicable confidentiality laws, including HIPAA, the HITECH Act, 45 CFR Parts 160 and 164, the California Confidentiality of Medical Information Act (CMIA), Welfare and Institutions Code 5328, and 42 CFR Part 2 when applicable.
- C. Protected Health Information (PHI), Personally Identifiable Information (PII), and other confidential client information will only be shared as permitted by law, including when including but not limited to client authorization or a legally recognized exception applies. This MOU does not authorize disclosure beyond what federal or state law allows.
- D. The parties may exchange non-confidential information, or information that does not identify a CHS client, to support coordinated outreach, youth safety, and service connection.
- E. Any unauthorized use or disclosure of confidential information will be promptly reported to the other party according to applicable federal and state requirements and each party's internal policies.
- F. Each party will ensure that staff involved in collaborative activities receive training on confidentiality requirements, including HIPAA, CMIA, WIC 5328, 42 CFR Part 2, mandated reporting obligations, and the expectations of this MOU.
- G. Third parties who may access confidential information must sign appropriate confidentiality agreements unless an existing agreement already governs their access.
- H. When confidentiality requirements differ, the more restrictive standard will apply.



V. Relationship of Parties

A. CHS and DROPD remain independent entities. This MOU does not create an agency, partnership, or employment relationship. Neither party may bind the other except as expressly stated. CHS staff do not act in a law enforcement capacity.

VI. Compliance

A. Both parties agree to comply with all applicable federal, state, and local laws, regulations, and relevant policies and procedures relating to the activities conducted under this MOU.

VII. Term and Termination

A. This MOU is effective on the date signed by both parties and remains in effect until modified or terminated by either party with 30 days written notice. Confidentiality obligations survive termination.

VIII. Authority

A. Each individual executing this MOU affirms that they are authorized to sign on behalf of their respective organization and that the agreement is binding according to its terms. Each party is responsible for obtaining any required internal approval before execution.

Community Human Services **Del Rey Oaks Police Department**
(DROPD)

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



community human services

hope. help. here.



SAFE PLACE YOUTH SERVICES

Drop-in/Resource Centers

Safe Place Navigation Centers in Salinas and Monterey provide central locations for homeless/runaway youth aged 18-24 to get resources to enable them to get off the streets and into school, jobs and permanent housing.

Monterey Safe Place provides emergency overnight shelter 7 nights a week for youth aged 18-24. Check-in between 7pm - 9pm/Check-out by 7am. No showers on-site. Breakfast, lunch, dinner prep items, clothing, hygiene products available.

Services

- Crisis Intervention
- Food, clothing, hygiene, first aid products, and other basic survival aid
- Linkages to housing, employment, education, and benefits
- Information and referrals to health, mental health, and substance abuse services as well as other community resources
- 24-HOUR HELPLINE: 831-241-0914

PROGRAM COST

Services are provided free of charge.

In English and Spanish

ABOUT CHS

Established in 1969, Community Human Services is a nonprofit agency dedicated to providing high quality mental health, substance abuse and homeless services to Monterey County residents to help them reach their full potential.

CONTACT

SAFE PLACE - Monterey

590 Pearl St.

Monterey, CA 93940


(831)373-4421


SAFE PLACE - Salinas

212 N. Main St.,


Salinas, CA 93901

(831)800-2668

 [chservicesmonterey](https://www.facebook.com/chservicesmonterey)

 [@CHS_Monterey](https://twitter.com/CHS_Monterey)

 [communityhumanservicesmonterey](https://www.instagram.com/communityhumanservicesmonterey)

 [community-human-services](https://www.linkedin.com/company/community-human-services)

COMMUNITY HUMAN SERVICES

P.O. Box 3076

Monterey, CA 93942-3076

(831) 658-3811

www.chservices.org



community human services

hope. help. here.



SAFE PLACE SERVICIOS JUVENILES

Drop-in/Centros de Recursos

Los Centros de Navegación Safe Place en Monterey y Salinas son ubicaciones centrales para jóvenes huídos y sin hogar de 18-24 años para obtener recursos que les permitan salir de las calles y entrar a la escuela, empleos y vivienda perma y Monterey proporcionan ubicaciones centrales para jóvenes sin hogar/ fugitivos de 18-24 años para obtener recursos que les permitan salir de las calles y entrar a la escuela, empleos y vivienda permanente.nente.

Monterey Safe Place ofrece refugio de emergencia durante la noche 7 noches a la semana para jóvenes de 18-24 años. Entrada es entre las 7pm - 9pm/Salidas a las 7am. No hay manera de bañarse en el baño. Desayuno, almuerzo, artículos de preparación para la cena, ropa, productos de higiene disponibles.

Servicios

- Intervención de crisis
- Alimentos, ropa, higiene, productos de primeros auxilios y otras ayudas básicas para supervivir
- REferencias a servicios para la vivienda, el empleo, la educación y beneficios
- Información y referencias a servicios de salud, salud mental y abuso de sustancias, además de otros recursos de la comunidad
- Línea de crisis disponible 24 HORAS: 831-241-0914

COSTOS de PROGRAMA

Servicios se presentan de forma gratuitamente,
En inglés y español

ACERCA de CHS

Establecida en 1969, Community Human Services es una agencia sin fines de lucro dedicada a proporcionar servicios de salud mental, abuso de sustancias y servicios para personas sin hogar de alta calidad a los residentes del condado de Monterey para ayudarles a alcanzar todo su potencial.

CONTACTO

SAFE PLACE - Monterey

590 Pearl St.

Monterey, CA 93940


(831)373-4421


SAFE PLACE - Salinas


212 N. Main St.,


Salinas, CA 93901

(831)800-2668

 chservicesmonterey

 @CHS_Monterey

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COMMUNITY HUMAN SERVICES

P.O. Box 3076

Monterey, CA 93942-3076

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community human services

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STREET OUTREACH

Programs for unaccompanied Homeless Youth Salinas Valley and Monterey Peninsula Street Outreach Programs provide resources and aid to homeless youth up to the age of 24, in Monterey County. The program works to build trust and relationships with youth on the streets in a non-judgmental way with the ultimate goal of providing safe exits off the streets and into permanent housing.

Services

- Crisis Intervention
- Food, clothing, hygiene, first aid products, and other basic survival aid
- Linkages to housing, employment, education, and benefits
- Information and referrals to health, mental health, and substance abuse services as well as other community resources
- 24-HOUR HELPLINE: 831-241-0914

PROGRAM COST

Services are provided free of charge.
In English and Spanish

ABOUT CHS

Established in 1969, Community Human Services is a nonprofit agency dedicated to providing high quality mental health, substance abuse and homeless services to Monterey County residents to help them reach their full potential.

CONTACT

SV-SOP
(831) 753-8553
MP-SOP
(831)373-4421

- chservicesmonterey
- @CHS_Monterey
- communityhumanservicesmonterey
- community-human-services

COMMUNITY HUMAN SERVICES

P.O. Box 3076
Monterey, CA 93942-3076
(831) 658-3811
www.chservices.org



community human services

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STREET OUTREACH

Programas para jóvenes sin hogar no acompañados

Los programas de extensión del Valle de Salinas y de la Península de Monterey proporcionan recursos y ayuda a jóvenes sin hogar del Condado de Monterey, hasta los 24 años de edad. El programa trabaja para generar confianza y relaciones con los jóvenes en las calles de una manera sin prejuicios con el objetivo final de proporcionar salidas seguras fuera de las calles y en una forma de vivienda permanente.

Servicios

- Intervención de crisis
- Alimentos, ropa, higiene, productos de primeros auxilios y otras ayudas básicas de supervivencia
- Vínculos con la vivienda, el empleo, la educación y beneficios
- Información y referencias a servicios de salud, salud mental y abuso de sustancias, además de otros recursos de la comunidad
- Línea de crisis disponible 24 HORAS: 831-241-0914

COSTOS de PROGRAMA

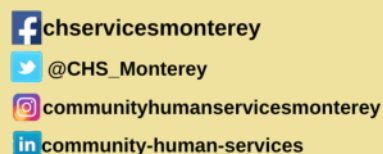
Servicios se presentan de forma gratuitamente,
En inglés y español

ACERCA de CHS

Establecida en 1969, Community Human Services es una agencia sin fines de lucro dedicada a proporcionar servicios de salud mental, abuso de sustancias y servicios para personas sin hogar de alta calidad a los residentes del condado de Monterey para ayudarlos a alcanzar todo su potencial.

CONTACTO

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(831) 658-3811
www.chservices.org



CITY OF DEL REY OAKS

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

DATE: December 16, 2025

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Approve a Consulting Services Agreement with Economic & Planning Systems, Inc. (EPS) for Technical and Advisory Support Related to Fort Ord Reuse and Public Asset Management

CEQA: Not applicable.

Recommendation

It is recommended that the City Council approve the attached Consulting Services Agreement with Economic & Planning Systems, Inc. (EPS) in an amount not to exceed \$75,000, and authorize the City Manager to execute the agreement and any minor amendments.

Background

The City of Del Rey Oaks continues to advance efforts related to the reuse and redevelopment of its former Fort Ord properties and other public assets. These properties present significant long-term economic development opportunities but also require specialized technical analysis, fiscal evaluation, and development advisory expertise. In recent months, the complexity of evaluating developer interest, preparing for an Exclusive Negotiating Agreement (ENA), and aligning land use planning with long-term fiscal sustainability needs has increased substantially.

To support the City in these efforts, EPS has been providing urban economics and economic development advisory services. Their work to date has included analysis of redevelopment potential, fiscal projections, and strategic support in discussions with interested entities.

Given the scale, complexity, and long-term significance of decisions affecting the former Fort Ord properties, continued professional support is essential.

Discussion

The proposed contract with EPS will provide the City with critical technical assistance in establishing, managing, and executing a structured process for identifying, evaluating, and working with potential Master Developers for the City's former Fort Ord holdings. The ability to effectively vet development proposals, model fiscal outcomes, and prepare the City for formal negotiations requires specialized expertise not available in-house.

The EPS Scope of Work (Attachment A of the Agreement) includes three key task areas:

1. Fort Ord Disposition Advisory Services (Budget: \$40,000)

EPS will assist the City with all necessary preparatory steps leading to the selection of a Master Developer, including:

- Preliminary discussions with potential developer entities at the City Manager's direction
- Updated analysis of site development potential and fiscal impacts
- Review of legal, engineering, policy, and community development considerations
- Other economic analysis needed prior to entering into an Exclusive Negotiating Agreement (ENA)

These services are essential to ensuring the City moves forward with a well-supported, defensible, and strategic process for selecting a development partner.

2. Support for Non-Fort Ord Public Assets (Budget: \$5,000)

EPS will provide negotiation support and technical evaluation for other City-owned properties, as directed by the City Manager.

3. Citywide Economic and Development Strategic Considerations (Budget: \$30,000)

EPS will assist the City in broader economic and planning analysis, including:

- Fiscal sustainability analysis of alternative land use scenarios
- Coordination with adjoining landowners on Fort Ord
- Infrastructure expansion and maintenance funding strategies
- Updates to the City's public asset report

Given the magnitude of land use, financial, and policy implications associated with redevelopment of the former Fort Ord properties, professional technical services are not only beneficial they are necessary. EPS brings expertise in urban economics, fiscal modeling, and public asset management, as well as extensive knowledge of regional conditions within Monterey County.

These services will support the City in:

- Establishing a transparent and competitive process for working with prospective developers
- Conducting sophisticated analysis of development feasibility and fiscal impacts
- Ensuring that City decisions maximize long-term financial and community benefits
- Protecting the City's interests during early negotiations and evaluation stages

Without this support, staff capacity would be insufficient to manage the level of analysis and interagency coordination required.

Fiscal Impacts

The contract is structured as time-and-materials **not to exceed \$75,000**, allocated as follows:

- Task 1: \$40,000
- Task 2: \$5,000
- Task 3: \$30,000

It is recommended that funding for this agreement come from fund balance in the General Fund.

Attachments

- Consulting Services Agreement with Economic & Planning Systems, Inc.

Respectfully submitted,

John Guertin
City Manager



**AGREEMENT FOR CONSULTING SERVICES
Del Rey Oaks Technical Services; EPS #252123**

December 9, 2025


EPS appreciates the opportunity to work on this project. To approve this Scope of Work, please sign below, return a signed copy of this letter agreement to EPS, and keep another copy for your records. If you have questions or require changes to this proposal, please call Principal-in-Charge David Zehnder at (916) 649-8010.

Accepted:

City of Del Rey Oaks

Economic & Planning Systems, Inc. (EPS)
A California Corporation

John Guertin, City Manager



David Zehnder, Principal-in-Charge



Jamie Gomes, Managing Principal

Attachments

- Attachment A: Scope of Work
- Attachment B: Standard Terms and Conditions for Consulting Services
- Attachment C: EPS 2025 Hourly Billing Rates

Attachment A
Economic & Planning Systems, Inc.

EPS Scope of Work for Del Rey Oaks Technical Services

EPS proposes to provide urban economics and economic development advisory and technical support services to the City of Del Rey Oaks. This work is a continuation of current efforts to assist the City in the realization of its objectives around the reuse and redevelopment of its Fort Ord land and other public assets, in pursuit of a sustainable land use pattern that benefits and perpetuates the City’s economic and cultural success. This proposed work builds on our experience and knowledge of urban economics best practices and deep familiarity with the Monterey region and its jurisdictions.

Task 1: Fort Ord Disposition Advisory Services

Budget: \$40,000

At the City’s direction, EPS will assist the City with necessary steps to identify and select a Master Developer. This task covers services rendered prior to the realization of exclusive negotiations. Specific steps include:

- Preliminary discussions with candidate entities at the City Manager’s direction
- Updated evaluation: site development potential and fiscal outcomes
- Review and discussion of legal, engineering, public policy, and community development considerations
- Other economic analysis deemed necessary by the City Manager in advance of executing Exclusive Negotiating Agreement (ENA)

Task 2: Non Fort-Ord Public Assets Support

Budget: \$5,000

- Assistance with individual negotiations at City Manager’s direction

Task 3: Citywide Economic and Development: Strategic Considerations

Budget: \$30,000

- Test fiscal sustainability of alternative land use mixes
- Policy coordination with adjoining Fort Ord owners
- Infrastructure expansion and maintenance funding strategies
- Update City public asset report (integrated with above considerations)

Grand Total: \$75,000 (billed on time and materials expended at attached 2025 billing rates, not to exceed identified budget amounts unless authorized by City).

Personnel and Schedule

David Zehnder, Principal-in-Charge will oversee and be involved in all aspects of the assignment, with Project Manager Tom Martens and other EPS personnel providing support and expertise.

EPS will adhere to a mutually-agreed project schedule as needed to accomplish project objectives.

Attachment B
Economic & Planning Systems, Inc.

Standard Terms and Conditions for Consulting Services

1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

2. Independent Contractor

It is specifically understood and agreed that in the creation and performance of this Agreement, EPS is an independent contractor and is not and shall not be construed to be an employee or agent of the CLIENT.

3. Insurance

EPS shall maintain the following insurance:

- 3.1. Workers Compensation as required by law.
- 3.2. General Liability insurance of \$2,000,000 each occurrence, \$4,000,000 general aggregate.
- 3.3. Auto Liability insurance of \$2,000,000, combined single limit for bodily injury and property damage, covering non-owned and hired autos only.
- 3.4. Errors and Omissions/Professional Services Liability insurance in the amount of \$2,000,000 per claim/aggregate.
- 3.5. Excess/Umbrella Liability insurance of \$3,000,000.

4. Personnel

EPS represents that it is an equal opportunity employer and has, or will secure at its expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be authorized or permitted under State and Local law to perform such services.

5. Interest of EPS

EPS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

6. Publication, Reproduction, and Use of Material

CLIENT may publish, distribute, or otherwise use any data, information, reports, or other materials prepared under this Agreement by EPS (EPS Work Product), in whole or in part, for purposes of this project. This authority does not apply to any computer models or software used or developed as a result of this contract, unless a separate agreement is signed concerning the disposition of such materials. CLIENT acknowledges that EPS Work Product was prepared by EPS solely for contemporaneous use by CLIENT for this Project and that it is not intended for use at any other time, location, purpose or by any other party. Accordingly, CLIENT shall not, without the prior written consent of EPS (which EPS may withhold in its sole discretion), (i) use EPS Work Product for purposes unrelated to the Project, (ii) modify EPS Work Product, or (iii) disclose or distribute any EPS Work Product to any other person, firm, or entity. EPS shall be entitled to indemnification by CLIENT, pursuant to paragraph 13 hereof, if CLIENT breaches this provision, in addition to all other available remedies at law or in equity.

7. Confidentiality

Any reports, information, or data given to or prepared or assembled by EPS under this Agreement shall not be made available to any individual or organization by EPS without the prior written approval of the CLIENT. EPS is entitled to retain copies of all data, working papers, interim documents, memoranda, and reports produced under this Agreement. However, nothing contained herein shall prevent the disclosure of such information if compelled by legal process, and in the event thereof, only after notice to CLIENT.

8. Amendments to the Contract

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. Disputed Invoices

In the event that CLIENT disputes any item on an invoice, CLIENT shall notify EPS of this disputed item within five working days of receipt of the invoice. CLIENT will approve payment of items on an invoice that are not in dispute and CLIENT and EPS will proceed to negotiate or arbitrate the disputed items as specified elsewhere in this Agreement.

10. Audits and Inspections

On reasonable notice, CLIENT may inspect any books, records, or other materials that pertain directly to this Agreement.

11. Compensation for Testimony and Preparation Thereof

If any legal action is brought in connection with the Agreement, other than an action that is solely the result of the incompetence or malfeasance by EPS, by or against a third party, and CLIENT requests that EPS or a SUBCONSULTANT, (or if EPS or a SUBCONSULTANT is otherwise required) to testify, provide information, produce materials, or otherwise spend time on such action, then CLIENT shall pay EPS or SUBCONSULTANT for time expended at their standard rates then in effect, plus advance all related expenses and costs, including, but not limited to, reasonable attorneys' fees. Such compensation shall be in addition to the maximum charge for services defined in the Agreement.

12. Termination of Agreement

The CLIENT may, at its option, elect to cancel the contract at any time, by notice to EPS, on completion of any task described in the scope of services. In such event the CLIENT will pay to EPS the amount due by virtue of completion of the products therefore delivered. If such cancellation is not based on any claim of EPS default, such payment shall include any sums withheld pursuant to this Agreement. In addition, EPS shall be reimbursed (in addition to the payment) for that portion of the actual out-of-pocket costs not otherwise reimbursed under this Agreement previously incurred by EPS during the period of the Agreement, which are directly attributable to the incomplete portion of the services covered by this Agreement.

13. Indemnification/Limitation of Liability

- 13.1. CLIENT agrees to release, indemnify, hold harmless, and defend EPS and all of its partners, employees, agents, and representatives of all types from and against all claims, liability, loss, cost, damage, expense, or obligation, including, but not limited to reasonable attorneys' and experts' fees and costs, which any of them may hereafter incur, suffer, or be required to pay by reason of any actions in connection with this Agreement or the performance thereof except as to claims which are finally adjudicated or arbitrated to have resulted from the sole negligence or willful misconduct of EPS.
- 13.2. CLIENT agrees that EPS is not responsible for the identification of hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents and is not liable for any conditions that stem from contamination from hazardous or toxic substances, waste or materials, or petroleum products and/or petroleum components or constituents.

14. Nondiscrimination and Equal Opportunity

EPS and its SUBCONSULTANTS shall not unlawfully discriminate against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by EPS under this Agreement because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), gender, or gender orientation. EPS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of EPS thereby.

15. Standard of Performance

All work performed by EPS for CLIENT pursuant to this Agreement shall be performed by qualified persons and shall be performed in accordance with standards of performance generally applicable to the work in the community in which the work is performed.

As in all projects of this type, the estimated results are based on the continued competent and efficient management by CLIENT. In addition, the conclusions reached by EPS are based on the assumption that no significant changes in project conditions will occur beyond those expressly discussed in EPS Work Product. EPS shall be able to rely on information provided to it by the CLIENT, and EPS shall have no responsibility to audit or otherwise verify such information.

16. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes, or other disasters.

17. Arbitration and Attorneys' Fees

In the event of a dispute in any manner relating to or arising out of this Agreement, the parties shall meet, confer, and negotiate in good faith in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute themselves, the dispute shall be resolved through binding arbitration in Sacramento County, State of California, under the Construction Industry Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc., (JAMS).

In arbitrating any issue arising under this Agreement, the power and authority of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances, in accordance with applicable law. The decision award of the arbitrator shall be binding on the parties and

shall be enforceable by judgment entered in a court having jurisdiction. In the event the arbitrator determines there is a prevailing party in the arbitration, the prevailing party shall recover from the losing party all costs of arbitration, including all fees of the arbitrator and all attorneys' fees reasonably incurred by the prevailing party. The arbitrator shall have authority to order such limited discovery as the arbitrator shall deem relevant and appropriate.

18. Governing Law

This contract will be governed by and construed in accordance with the laws of the State of California.

19. Notice

Notice given under the terms of this Agreement shall be in writing and shall be effective the day it is mailed, properly addressed, to the party to receive such notice. Notice delivered other than by mail shall be effective when received. Any change of address of either of the parties shall be effective on receipt of notice of such change by the opposite party.



Attachment C
Economic & Planning Systems, Inc.

2025 Hourly Billing Rates

Sacramento Office

Managing Principal	\$325
Principal	\$310
Senior Vice President	\$270
Senior Consultant	\$270
Vice President	\$255
Senior Technical Associate II	\$225
Senior Associate	\$225
Associate	\$205
Research Analyst II	\$165
Research Analyst I	\$105
Production and Administrative Staff	\$100

Billing rates updated annually.



CITY OF DEL REY OAKS

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

DATE: December 16, 2025

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Information Item: Conclusion of Lease Renewal Discussions with Hana Gardens and Findings from City Due Diligence

CEQA: Not applicable.

Summary

This report provides an update on the status of lease renewal negotiations with Hana Gardens and outlines significant issues identified during the City's due diligence review of the existing lease, which is scheduled to terminate on December 31, 2025.

Background

Over the past several months, the City engaged in discussions with Hana Gardens regarding a possible extension of the current lease. As part of this process, the City initiated due diligence activities to evaluate conditions at the property and assess compliance with existing lease requirements.

Discussion

During its review, the City became aware of significant and material breaches of the lease and Conditional Use Permit by the lessee. Some of the breaches include:

- During a site visit, the City discovered that the lessee, without permission from the City and without providing any notice, had physically cut and capped the CalAm water supply line that services the building.
- Further investigation revealed that the lessee had instead plumbed water from the City-owned irrigation well to supply water to the building. Lessee is/was aware that water produced from this well is non-potable and not approved for human consumption.
- Additionally, the lessee failed to post the required non-potable water notice in the restrooms, as mandated by the County of Monterey Environmental Health Department.
- As a result, employees and members of the public were placed at risk, as non-potable water was being used to serve the restrooms. The City is not aware that anyone got sick because of drinking the non-potable water.

These actions constitute material breaches of the lease. Under the terms of the lease, the City has the right to immediately terminate the agreement and require the lessee to vacate the premises at once.

Given that the lease term ends in less than 30 days, the City has decided to refrain from exercising this immediate-termination right. However, the seriousness of the violations necessitates clear action regarding the future of the tenancy.

Conclusion of Negotiations:

The City and Hana Gardens were unable to reach consensus on acceptable terms for a renewed lease. In light of both the inability to agree on terms and the material breaches identified, the City Council has determined not to renew the lease. On December 2, 2025, Hana Gardens received the Notice of Lease Nonrenewal & Vacation of Premises.

The existing lease will expire on December 31, 2025, and the tenant has been informed to vacate the premises by that date. Staff will coordinate with the tenant to ensure an orderly and compliant move-out.

Next Steps:

- Monitor and verify the tenant's move-out process and ensure compliance with lease requirements.
- Evaluate conditions on the premises following vacancy.
- Return to the Council at a future meeting with options and recommendations regarding the property's disposition or potential re-use.

Attachments

- Notice of Lease Nonrenewal & Vacation of Premises

Respectfully submitted,

John Guertin
City Manager

FENTON & KELLER

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2801 MONTEREY-SALINAS HIGHWAY

POST OFFICE BOX 791

MONTEREY, CALIFORNIA 93942-0791

TELEPHONE (831) 373-1241

FACSIMILE (831) 373-7219

www.FentonKeller.com

LEWIS L. FENTON
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ELIZABETH R. LEITZINGER
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KENNETH S. KLEINKOPF
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EMMANUEL PEREA JIMENEZ
REBECCA J. MONROE
ALYSSA CARBONEL MATSUHARA
KALI N. SMILEY
ELIZABETH A. HERROF COUNSELCHARLES R. KELLER
SARA B. BOYNS
TROY A. KINGSHAVEN

ALEX J. LORCA

December 2, 2025

ALorca@fentonkeller.com
ext. 258**VIA HAND DELIVERY AND CERTIFIED MAIL**Mitsugu Mori
Del Rey Oaks Garden Center
899 Rosita Road
Del Rey Oaks, CA 93940Re: Notice of Lease Nonrenewal & Vacation of Premises
Our File: 34837.33652

Dear Mr. Mori,

This letter is to inform you that the City of Del Rey Oaks ("City") will not be renewing your lease of the property and buildings at the Del Rey Garden Center ("Premises") at the end of its current term due to your significant and material breaches of your lease with the City. You are to vacate the premises by the end of the lease term, December 31, 2025.

A. MATERIAL BREACHES OF THE LEASE

Further to the City's recent discussions with you regarding extending your lease for the Premises ("Lease"), the City visited the Premises and became aware that you had - without permission from the City or notice to the City - physically cut and capped the CalAm water supply line servicing the Premises (see Attachment "A"). Upon further investigations, the City discovered that you had plumbed water from the City-owned irrigation well on the Premises to instead supply water to the Premises (see Attachment "B"). As you are well aware, water produced from the City-owned well is not potable.

As a result of these actions, you endangered the health and safety of your employees and the public by having non-potable water serve the bathrooms on the Premises. Attachment "C" shows a CalAm employee testing sink water and confirming non-potable water was supplied to restrooms. Moreover, you failed to post notice of non-potable water in the restrooms, as required by the County of Monterey Environmental Health Department.

Accordingly, you are in material violation of the following provisions of the Lease:

- **Section 3**, which prohibits using the Premises in a manner that causes a nuisance, and requires your use of the Premises to comply with all applicable federal, state, and local laws, rules, and regulations.
- **Section 6**, which limits the allowable use of the well water to only irrigation and property maintenance, and requires you to comply with local, state, and federal law for well operation.

Mitsugu Mori
 December 2, 2025
 Page 2

- **Section 7(A)**, which prohibits alterations to the Premises without the express written consent of the City, and requires full compliance with all applicable laws, rules, and regulations (including the proper issuance of permits).
- **Section 8(A)**, which requires the Premises be maintained in good repair.
- **Section 8(E)**, which requires you to immediately report to the City, in writing, anytime something occurs that may reasonably be estimated to cause more than \$10,000 worth of property damage or cause any serious injury to person or to the Premises.
- **Section 9**, which requires your use of the Premises to comply with all local, state, and federal laws.
- **Section 15**, which requires the business conduct its use of the property so as not to create a nuisance, and requires compliance with local, state, and federal law. Importantly, this section requires the Premises to be maintained in a *sanitary* manner.

B. NOTICE TO VACATE AT END OF LEASE TERM

Pursuant to the Lease terms, the City has the right to immediately terminate the Lease and demand you vacate the Premises at once. However, given the Lease term ends in less than 40 days, the City will refrain from exercising this right. The City will NOT be renewing the Lease, and with this letter terminates all negotiations regarding its renewal or extension.

Please ensure you fully vacate the Premises by December 31, 2025. The City expects the Premises to be returned in the same condition as it was leased to you. Specifically, this means that the unpermitted truck scale must be removed, all unpermitted improvements and items (i.e., fences, storage buildings, storage bins, etc.) be removed, all hardscape removed, and all property of the business removed from the Premises.

Also, consistent with the terms of the Encroachment Permit for the Premises expiring on December 31, 2025, the haul road must also be removed. In short, as provided for in the Lease, the City expects you to return the property to the original footprint of the leased area and in a neat and clean condition. Failure to return the property in the same condition you received it in will result in the City removing the offending property modifications and billing you for said removal. Note that the City will allow the existing pavers to remain on the Premises.

Please contact me with any questions you may have.

Sincerely,

FENTON & KELLER
 A Professional Corporation

Alex J. Lorca

AJL:rjm
 Enclosures
 cc: John Guertin, City Manager

Mitsugu Mori
December 2, 2025
Page 3

Attachment "A" Severed CalAm Supply Line



Mitsugu Mori
December 2, 2025
Page 4

Attachment "B" Line from Well to Garden Center Building



Mitsugu Mori
December 2, 2025
Page 5

Attachment "C" CalAm Employee Confirming Non-potable Water in Bathroom Sink



Mayor Donaldson Report

Below is a summary of board meetings I attended:

Transportation Agency for Monterey County (TAMC)



December 3, 2025

Highway 1 Elkhorn Slough Corridor Climate Resiliency Project

The Transportation Agency for Monterey County (TAMC), working collaboratively with The Nature Conservancy (TNC) and the Elkhorn Slough National Estuarine Research Reserve (ESNERR), will evaluate the risk of sea level rise impacting a key transportation corridor in north Monterey County and develop multimodal and nature-based transportation adaptation solutions to address this vulnerability.

The project is funded with \$2,250,000 from a Caltrans Sustainable Transportation Planning Grant Climate Adaptation Grant program grant to prepare a Planning and Environmental Linkages (PEL) study and related documents, expanding on existing feasibility studies on nature-based and multimodal solutions to climate change impacts on the corridor.

This project focuses on an eight-mile stretch of Highway 1 through the disadvantaged community of Moss Landing and the parallel five miles of rail tracks traversing Elkhorn Slough. Providing multimodal options and integrating nature-based solutions are top priorities for this project. The corridor traverses Elkhorn Slough, a major estuary located in Monterey Bay, California, which provides valuable habitat area for hundreds of aquatic birds, fish, marine mammals, and invertebrate species.

Tidal estuarine habitats within the Slough, and the ecosystem services they provide, are at risk of substantial degradation and losses from sea level rise. Coastal Resilience Monterey predicts sea level rise to be 5.2 feet by 2100. The rail tracks through Elkhorn Slough, owned by Union Pacific railroad, carries freight rail traffic and Amtrak Coast Starlight passengers. The Central Coast Highway 1 Climate Resiliency study examined the climate impacts on the rail corridor and recommended an elevated trestle through the slough. This, along with

other alternatives, will be considered during the Planning and Environmental Linkages Study (PEL Study) process.

A key component of the PEL study is to gather input and build consensus among internal and external stakeholders to shape the proposed corridor transportation vision. This is a comprehensive approach that involves resource and regulatory agencies, tribes, local stakeholders and engaging the public on an ongoing basis in meetings, workshops and public hearings and notices. Staff will seek feedback and input from stakeholders as key milestones of the project are reached.

After receiving the presentation, the TAMC Board of Directors approved the draft public outreach schedule.

TAMC Board Authorizes Agency Participation in the American Air Advantage Consortium to Support Local Advanced Air Mobility

The TAMC Board learned that the Federal Aviation Administration (FAA) has launched the Electric Vertical Takeoff and Landing Integration Pilot Program to accelerate safe deployment of Electric Vehicle Takeoff and Landing (eVTOL) and advanced air mobility technologies across the United States. This three-year pilot program will select a minimum of five regions nationwide for real-world testing and operational demonstrations.

The program aims to demonstrate the viability of eVTOL aircraft for passenger transport, cargo logistics, and emergency services, while developing safety data and regulatory frameworks for integrating these aircraft into the National Airspace System.

At the conclusion of the presentation, the Board authorized the agency to participate in the American Air Advantage Consortium and similar efforts to support local Advanced Air Mobility transportation innovation, economic growth, and job creation, because the Monterey Bay region hosts one of the highest concentrations of eVTOL testing and manufacturing in the country, including Joby Aviation's facilities in Marina and Santa Cruz.

The consortium includes a range of public and private partners working in Northern California on Advanced Air Mobility, including: University of California Santa Cruz; Monterey Bay Economic Partnership; Drones, Aviation, and Robotics Technology; and 14 corporate entities operating in the unmanned aircraft space.

Monterey One Water (M1W)

November 24, 2025

Informational Items:

- *Pure Water Monterey Manager Dave Lindow gave an update on Pure Water Monterey Expansion and Pure Water Monterey Projects*

Board Actions:

- *Approved a Construction Contract to Leed Electric, Inc for CP355 Advanced Water Purification Facility Switchgear Replacement Project for a Not-to-Exceed Amount of \$2,599,590, including 5% contingency and Approval of a Budget Transfer*
- *Approval of a Contract Amendment with Kennedy Jenks for Engineering Services During Construction for the Advanced Water Purification Facility Switchgear Replacement Project for a Not-to-Exceed Amount of \$279,734 and Approval of a Budget Transfer*

**Council Report from Councilmember John Uy
December 16, 2025 Meeting**

I. Council Report: Regular Meeting of the DRO City Council on November 18, 2025



Dear neighbors,

I wanted to share a warm, plain-language recap of what your City Council worked on at our November 18 meeting. So much of what we do looks technical on paper (ordinances, policies, acre-feet of water, budget amendments), but underneath those details are real people, real homes, and real hopes for Del Rey Oaks.

Caring for neighbors facing a food gap

One of the most meaningful items on our agenda was a contribution to the Food Bank for Monterey County in response to a federal SNAP funding gap caused by the ongoing government shutdown. On paper, this was a \$5,000 contribution and a budget amendment.

But in reality, it’s about who we are as a community when our neighbors are hurting. Because of the federal shutdown, families who rely on SNAP are suddenly seeing less help with groceries. That doesn’t feel like “federal policy” to them; it feels like:

-
- an empty pantry,
 - a parent quietly doing the math in the cereal aisle,
 - or a senior stretching what’s in the fridge for one more week.

The Food Bank for Monterey County is stepping into that gap, *including for families right here in Del Rey Oaks*. Across the county, cities were asked to contribute \$10,000 each to help bridge this emergency. For some of our larger neighbors, that’s a manageable discretionary amount. For a small city like Del Rey Oaks, that same number has a much bigger impact on our limited flexible funds. So we did what we’ve done before with other regional efforts: we participated *proportionally*. The City moved quickly, authorizing a \$5,000 contribution, using one-time General Fund balance, and then bringing it to the Council for formal budget authorization.

To me, this says a few important things about Del Rey Oaks:

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- We may be small, but **we show up**.
 - We are **fiscally careful**, and still clear that no one in our community should go hungry.
 - We recognize that our residents are part of a larger Monterey County family—and we help when the need is urgent.
-

I fully support this contribution and am deeply grateful to the Food Bank for the work they do for our residents and our neighboring communities.

Water, housing, and a letter to the State Water Board

We also discussed a major regional water issue: whether to send a letter supporting a modification to the State Water Resources Control Board's Cease-and-Desist Order (CDO) WR 2016-0016.

Right now, that CDO and related CPUC actions limit California American Water (Cal-Am) from issuing new water connections in much of the Monterey Peninsula. That has made it very difficult for cities, including Del Rey Oaks, to move forward with new housing, economic development, and community projects that need new water meters.

A few key facts:

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- The **Pure Water Monterey** recycled water project came online in 2021, adding new potable supply.
 - Cal-Am has stayed within its legal Carmel River pumping limits for the past four years, thanks to that new supply and community-wide conservation.
 - With the **Pure Water Monterey Expansion** now coming online, the CPUC has concluded that Cal-Am is not projected to exceed those legal limits in the foreseeable future.

Because of these changes, the Monterey Peninsula Water Management District is asking cities to support a modification that would rescind Condition 2 of the CDO, the piece that blocks new service connections.

Here's my position:

-
- I **support** sending a letter backing the modification of the Cease-and-Desist Order so that, with the new recycled water supply in place, we can responsibly move forward with housing and community projects, including here in Del Rey Oaks.
 - I support using the **neutral template** that focuses on Pure Water Monterey and the science and performance of that project.
 - I **do not** support using the version that explicitly endorses desalination as our long-term solution, *unless and until* the Council has had a full, open policy discussion about desalination as part of our water portfolio.

In other words: I want us to be clear and united in asking the State to recognize the success of Pure Water Monterey and to free our region to build the housing and local-serving projects our residents need, without pre-deciding more controversial long-term water strategies in a single letter.

A new water allocation policy: turning 6 acre-feet into real community benefits

The other big water item was a proposed **Policy Guiding the Allocation of Additional Water Resources**, specifically, the 6 acre-feet (AF) of water Del Rey Oaks received from the Monterey Peninsula Water Management District through the Pure Water Monterey Expansion Project.

For context:

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- MPWMD granted the City **6.0 AF** of potable water earlier this year.
 - MPWMD controls how much water each jurisdiction gets, but each city is responsible for deciding *how* to use its allocation. We are also expressly prohibited from “selling” water.
 - MPWMD maintains a larger **2,000 AF reserve** that could provide additional water to Del Rey Oaks in the future as needs arise.
-

Six acre-feet is tiny in the grand scheme of a region, but for a small city, it’s a precious new tool. The draft policy turns that scarce resource into a strategic asset, explicitly aligned with our **General Plan, Housing Element**, and regional water rules.

How the 6 AF is proposed to be used

Under the draft policy, our 6 AF would be divided among four categories:

Accessory Dwelling Units (ADUs & JADUs) – 3.0 AF

To help homeowners add small units (garage conversions, backyard cottages, or junior ADUs within existing homes) that provide more flexible, often more affordable housing options.

1. Economic Development (Commercial Uses) – 1.5 AF

- For new or expanded small businesses that create jobs, provide services, and bring life to our local commercial spaces.

2. Municipal Uses – 1.0 AF

- For public facilities and operations, things like park restrooms, public landscaping, or modest City Hall or public works upgrades.

3. Single-Family Home Remodels/Expansions – 0.5 AF

- For small home additions—an extra bedroom, a bathroom, or similar improvements that slightly increase water use but help families stay and grow in place.
-

Why I support adopting the policy

Given what’s in the packet, I voted **YES** to adopt this policy.

My reasoning:

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- It turns a scarce new resource into a **strategic tool** for:

 - more housing options (especially ADUs),
 - small-scale economic vitality,
 - and improved public facilities.

 - It aligns with our adopted General Plan and Housing Element, which emphasize water-wise growth and priority connections for housing and community needs.
 - It creates **clarity and fairness**, so decisions aren't made through case-by-case lobbying, but through a transparent framework available to everyone.
-

But it shouldn't be carved in stone

I **totally support** the structure, but I want to emphasize a few things:

1. Built-in flexibility and review

The policy already authorizes the City Manager to track and pause allocations and to recommend reallocations if certain categories are not being used.

-
- I would like to see this paired with an explicit **check-in**: for example, a brief annual report to Council or a review once any category is half-depleted so we can adjust if one "bucket" is oversubscribed and another is barely used.
-

2. Equity in how we use the water

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- **For ADUs**: I want to make sure lower- and middle-income households can access this water, not just those doing large high-end remodels. That might mean outreach, technical assistance, or program design that works for regular families, not just sophisticated developers.
 - **For economic development**: I want us to prioritize local-serving businesses and community-benefit uses, places where residents can eat, shop, or receive services, rather than simply whoever can pay the most.
-

3. Planning for future water

6 AF is our *starting* allocation. As MPWMD's 2,000 AF reserve is distributed over time, we may want to revisit these proportions so they continue to match Del Rey Oaks' needs and values. In short, I support adopting the policy now to create order and opportunity, but with the understanding that we'll keep checking back to make sure it's working for our community.

Thank you

Serving as your councilmember is an honor I don't take lightly. Every line item and policy we vote on ultimately comes back to the same questions:

-
- Are we taking care of our neighbors?

- Are we planning wisely for the future, especially around water and housing?
- Are we spending your tax dollars with care and compassion?

If you have questions about any of these items or ideas for how we can better serve our community, please reach out. Your lived experience here in Del Rey Oaks is the best guide we have.

II. Council Report: Regular Meeting of the Seaside County Sanitation District (SCSD) Board of Directors – December 9, 2025



Dear neighbors in Seaside, Del Rey Oaks, and Sand City,

As Chair of the Seaside County Sanitation District Board, I want to share a quick and clear recap of what we accomplished at our December 9 meeting. On paper, our work is about pipelines, master plans, and resolutions, but underneath, it's really about protecting your homes, your streets, and our shared Monterey Bay.

Keeping our system running safely and quietly

We received the Operations Report for October and November, which is basically the “health check” for our sewer system. It covers how many miles of pipe were cleaned and inspected, where crews jetted lines, and whether there were any stoppages or overflows.

Here’s the bottom line:

- Crews are consistently out in the field cleaning and video-inspecting thousands of feet of pipe to keep things flowing.
- Stoppages and overflows remain rare, and when they do occur, staff responds quickly.

If you *don't* think much about the sewer system, that’s actually a success story. It means that when you turn on the tap, take a shower, or flush a toilet, everything works, and wastewater is safely carried away for treatment instead of causing backups in your home or our streets.

Partnering regionally to prevent clogs and spills (FOG program)

We also approved continuing our participation in a regional public education program to keep fats, oils, and grease (often called FOG) *out* of our pipes. This is the “ClogBusters” campaign you may have seen in ads and outreach materials.

Why this matters:

- When cooking oil, bacon grease, or rich sauces are poured down the sink, they cool and harden inside pipes.
- Add so-called “flushable” wipes and other debris, and you’ve got a recipe for blockages, sewer spills, and expensive emergency repairs.

By joining forces with Monterey One Water and neighboring agencies, we:

- Share the cost of a year-round education campaign (TV, radio, digital, and community events) instead of each agency running its own small program.
- Reach far more residents and businesses with a simple, important message: **Scrape it, can it, trash it—don’t pour it down the drain.**
- Help meet state requirements to actively prevent sewer blockages, not just respond to them after the fact.

Our district’s share of this regional program is a little over \$2,000 for the year, an efficient investment in prevention, environmental protection, and long-term cost savings for ratepayers.

Investing in Broadway Avenue: sewer upgrades that support the future

Another major item was adding the **Broadway Avenue Sewer Line Upgrade Project** to our Capital Improvement Program and approving design funding of \$115,000 from the General Fund.

Here’s what that means in everyday terms:

- Broadway Avenue is a key corridor in Seaside, and the City is moving forward with a major corridor improvement project (road diet, safer crossings, bike lanes, roundabouts, and better lighting and signage).
- Under that street are sewer lines that were flagged years ago in the sewer master plan as needing an upgrade to handle future development and ensure reliable service.
- If we *don’t* coordinate now, we risk tearing up a newly improved street later to fix or upsize pipes. It will be costly, disruptive, and frustrating for everyone.

By funding the design of the Broadway sewer upgrade now, we are:

- Making sure the sewer system beneath Broadway is sized and ready for the future, including new homes and businesses.
- Lining the work up with the City's street project so construction happens once, not twice.
- Using public dollars more efficiently by combining projects and reducing repeated disruptions to residents and businesses along Broadway.

Construction funding will come back to the Board once design is complete and we have clear cost estimates and a reimbursement agreement with the City of Seaside. For now, we've taken the important first step: putting the project into the capital program and funding its design.

Routine business, continuity, and appreciation

We also:

- Approved the minutes from our October 14 meeting, which included authorizing ongoing engineering support for district projects.
- Provided time for staff updates and Board member comments, ensuring open communication between field staff, management, and the Board.

As Chair, I again expressed my appreciation for the professionalism and dedication of district staff. They do the behind-the-scenes work, often at odd hours and in tough conditions, that keeps our communities safe, sanitary, and environmentally responsible.

How this all affects you

Put simply, the actions we took at this meeting are about:

- **Quiet reliability** – keeping wastewater moving safely, out of your home and out of our bay.
- **Smart prevention** – educating the public so we avoid clogs and spills before they happen.
- **Future-readiness** – upgrading critical infrastructure like Broadway Avenue's sewer lines so our system can support growth and revitalization without repeated construction headaches.

If you ever have questions about what the Seaside County Sanitation District does, or ideas on how we can communicate better with the public, I'd love to hear from you. Our job is technical, but our purpose is simple: to protect the health and quality of life of everyone in Seaside, Del Rey Oaks, and Sand City.

III. Council Report: AMBAG Board of Directors Meeting – November 12, 2025

For this month's report on the Association of Monterey Bay Area Governments (AMBAG), I want to begin by noting that the AMBAG Board does **not** have a regular meeting scheduled in December. Even without a formal Board session, the work of AMBAG continues in the background, and it remains very important to Del Rey Oaks. I would like to use this brief pause in the meeting schedule to highlight what AMBAG is doing for our region, how that benefits our city, and what to expect in the coming months.



First, a quick reminder of what AMBAG is. It is our regional planning body, bringing together cities and counties from across the Monterey Bay Area to tackle issues that do not stop at city limits. These include transportation, housing, climate resilience, regional data, and long-range planning. In that sense, AMBAG is one of the most important regional tables where Del Rey Oaks has a seat, a voice, and a vote.

Although the Board is dark in December, AMBAG staff are using this time to advance the long-range work we have been discussing all year. That includes refining the regional transportation plan, tracking new state and federal funding opportunities, supporting local jurisdictions with housing and climate planning, and preparing items for the Board's early 2026 agenda. Much of the detailed analysis happens in these quieter periods, so that when items come before the Board, they are ready for thoughtful, well-informed action.

For Del Rey Oaks, AMBAG's ongoing work matters in several concrete ways:

- **Transportation and safety:** AMBAG is our link to regional transportation planning and funding. The traffic models, project lists, and funding strategies they develop shape the future of roads, transit, and bike and pedestrian networks. When we advocate for safer routes, congestion relief, or better connections to jobs and services, we are working within this regional framework.
- **Housing and compliance:** AMBAG plays a key role in the regional housing needs process that informs our Housing Element. Their data, projections, and coordination help ensure that small cities like ours are treated fairly and that we remain aligned with state requirements while still reflecting local realities.
- **Climate and resilience:** AMBAG's climate plans and greenhouse gas reduction strategies support our own local goals for sustainability, clean air, and resilience to climate impacts. Active participation helps ensure that the needs of smaller jurisdictions are not overshadowed by larger neighbors.
- **Data and technical support:** AMBAG maintains regional datasets on population, employment, land use, traffic, and more. We rely on these for grant applications,

planning documents, and policy decisions. For a small city with limited staff capacity, access to high-quality regional data and modeling is a powerful advantage.

Even in a month without a meeting, I see my role as your AMBAG delegate as staying engaged with staff updates, reviewing materials that are circulated, and preparing to advocate for Del Rey Oaks when items return to the Board. This includes watching for opportunities where AMBAG's work can help us:

- position Del Rey Oaks competitively for transportation and infrastructure grants,
- align our local plans with regional strategies in ways that leverage effort rather than duplicate it, and
- ensure that regional decisions about roads, transit, housing, and climate reflect the perspective of a small, built-out, but deeply engaged community like ours.

Looking ahead, the next AMBAG Board agenda is expected to bring back items related to long-range transportation planning, funding programs, and continued implementation of regional plans. When those discussions resume, I will continue to prioritize:

- keeping Del Rey Oaks informed and fully at the table,
- supporting regional solutions that respect local control and community character, and
- seeking practical benefits for our residents, whether that means safer streets, better access to funding, or clearer pathways to meeting our housing and climate obligations.

In short, December may look quiet on the calendar, but it is not quiet behind the scenes. AMBAG remains an essential partner in shaping the long-term future of our region. Our continued participation ensures that Del Rey Oaks is not simply being carried along by regional decisions, but is actively helping to shape them.

Thank you for the opportunity to serve as your AMBAG representative.

IV. Council Report: Holiday Message from Councilmember John Uy

Dear neighbors and friends,

As this year comes to a close, I want to take a moment to reach out from my heart to yours and simply say: **thank you**.

To my fellow residents of Del Rey Oaks:

Thank you for the everyday kindness that rarely makes headlines but absolutely defines who we are. The hello at the mailbox. The trash can brought in for a neighbor. The patient driver who lets someone merge. The quick text to check in on a friend. These small acts add up to something powerful. They make Del Rey Oaks feel less like a city and more like a community.

To our City Hall team:

From the staff at the front counter, to our finance and administrative teams, to public works, police, and everyone behind the scenes, I see how much dedication and care you bring to your work. You answer questions, solve problems, and keep things moving even when the workload is heavy and the recognition is quiet. Our city simply does not function without you, and I am deeply grateful.

The holiday season can be joyful, but it can also be complicated. Some of us are celebrating with family and friends. Others may be missing loved ones, working through challenges, or just feeling tired from a long year. Wherever you find yourself this season, I hope you feel this truth: **you matter to this community**. Your presence here, your story, and your contributions, big and small, are part of what makes Del Rey Oaks special.

As your councilmember, I am honored that you have trusted me with this role. I carry that responsibility seriously and with gratitude. My promise to you in the year ahead is to keep listening, to keep learning, and to keep working for a city that is safe, welcoming, and full of opportunity for everyone, regardless of age, background, or income.

My wish for us as we enter the new year is simple:

- That we continue to look out for one another.
- That we stay curious and open, even when we disagree.
- That we keep building a community where every person feels seen and valued.

If you are able, I invite you to take a moment this season to reach out to someone who might need a little extra light. A neighbor who lives alone. A co-worker who seems overwhelmed. A friend you have been meaning to call. Sometimes a short note, a kind word, or a shared cup of coffee can make all the difference.

From my family to yours, and from our City Hall family to the households across Del Rey Oaks, I wish you peace, good health, and moments of real joy in this holiday season and the coming year.

With appreciation and warmest holiday wishes,
John Uy



Kim Shirley's Council Report for Tuesday, December 16, 2025

Friday, November 14th- City Finance Committee Meeting- We had a total of three items to cover during this meeting, and the first was reviewing the October financials. I had a few questions, but nothing out of the ordinary, as the city remains on track with its budget. Our second item was going to be reviewing our draft audit, but it was not ready, so we moved on to the last item, which was talking about the implementation of our Housing Element. We knew it as we were writing it, but our Housing Element has a lot of programs that will need to be implemented. Given our limited staff and budget, we don't have someone who can be fully dedicated to developing our Housing Element programs, especially on its current timeline. I believe we all understand that implementing the programs won't get us much closer to actually building affordable homes since most of the building is focused on our Ft. Ord property, but I do believe there are some programs that can be implemented that will help support our larger community. Knowing that, I suggested that we review the programs, with the help of our planner Denise Duffy, and tackle the low-hanging fruit or the programs that will best serve our current community, while also implementing programs that will move the needle towards building in Ft. Ord. It sounds like we can look forward to these discussions during the first part of 2026.

Tuesday, November 18th- City Council Meeting- Our meeting this evening addressed the consent and two new business items. Although nothing was pulled from the consent agenda, I would like to point out one of the items, which was a donation of \$5,000 to the Food Bank of Monterey County. A few weeks before our meeting, I had heard that Marina Council Member Jenny McAdams asked her City Manager to talk at the monthly meeting of City Managers about asking all cities to each donate \$10,000 knowing that it's likely within their purview to spend that amount and understanding the great impact multiple jurisdictions donating could make for our local communities who depend on that food assistance, especially with the delay in Federal SNAP benefits. With this knowledge, I asked our City Manager, John Guertin, to look into bringing this to the council. He responded that he'd ask the Mayor, and collectively they decided we'd be able to donate \$5,000, which seemed reasonable given the size of our budget in comparison to other jurisdictions. I was grateful for the response and happy that our city would be giving a little extra during this time when prices are rising, and benefits may not be able to cover the costs of food for everyone in need.

Our first item of new business was considering a letter of support sent to the State Water Resources Control Board for modification of the Cease and Desist order. Modification of the order would allow us and other peninsula cities to have new construction with new water meters (as opposed to finding water credits and applying those to current water meters when building). This is less important for our city since much of our new building will be out in Ft. Ord, where this Cease and Desist order does not apply, but this will allow

some residents to add additional bathrooms or to build ADUs without the need to find the water credits that could be applied to their present meter. Our council had the option of a "neutral" letter or a letter that offered the same message but also offered support for Cal-Am's desalination project. Our council easily decided on the "neutral" letter (the other letter wasn't brought up for discussion) and only added minor edits. I was happy we could support the Monterey Peninsula Water Management District in their bid for this modification.

Our second item was also water-related, as it was approving a policy that would guide the allocation of our additional water credits (6 Acre Feet) that we're receiving from the expansion of Pure Water Monterey. This policy had already gone through the Planning Commission, and our council also easily passed this policy. I appreciated the work the staff did on this policy, as it has the greatest allotment in the areas we need to focus on the most for housing that will help us meet our RHNA numbers for affordable housing. In this policy, we'll have 3 AF (acre feet) allotted to ADUs (accessory dwelling units), 1.5 AF to commercial, 1 AF to municipal uses (think city hall, park restrooms, etc.), and .5 AF to single-family home expansion or remodels.

Lastly, during comments from City Manager Guertin, he shared that the city is no longer working with City Ventures, the developer we had an exclusive right to negotiate with for our property in Ft. Ord. He stated that he'll be meeting with Denise Duffy (our contract planner) and David Zender (our contract economic development person) to talk about our next steps. He's planning on bringing up a discussion at our council meeting in December on this topic.

Friday, November 21st- ReGen Monterey Board Meeting- This month, after passing the consent agenda, we were able to recognize an employee, Victor Aguilon, for 25 years of service. It's always fun to meet employees and to hear more about their tenure at ReGen Monterey. In fact, this was paired with an article that was copied for all of the directors about a tour that was given to a few local officers of our OE3 union. In this article, they were describing the positive atmosphere they encountered at ReGen and the longevity of our employees. It really shows that when you provide upward mobility opportunities with a good working environment, it pays off in the long run for both the employees and our agency.

Next, during our discussion portion of the agenda, we approved a new limited-term financial analyst position, and we also approved an economic hardship discretionary bonus of \$500. I was very proud of the ReGen staff who suggested this bonus, which would go to our employees whose wages do not match the "living wage" of Monterey County, which is \$35/hr. The federal freeze of the SNAP benefits, along with the higher cost of living, affects these employees much more than those who are making higher wages. To show our appreciation for their work, 54 qualified employees were chosen for this bonus. Again, I appreciated the thoughtfulness of this action, and I do hope that other agencies consider

their lower wage employees and provide them with similar help during this time, when the need is greater.

Our third item was authorizing our general manager to negotiate and enter into a short-term power purchase agreement (1-3 years) with Central Coast Community Energy (3CE) and terminate our existing power sales agreement with 3 Phases Renewables. In short, the additional electricity that we're producing (beyond powering our campus and, in the near future, sending electricity to M1W) will be sold to 3CE for a higher price than what we're receiving by selling it to 3 Phases Renewables. In addition, we're supporting our local electricity provider whose focus is on clean, renewable energy. This contract with 3CE will also help us to utilize their expertise as we continue to investigate and decide how we want to best use our methane. It's ultimately a win-win for us both.

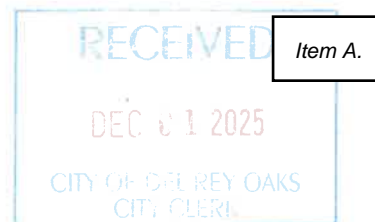
Our last decision item was reviewing the new changes to the Brown Act. Basically, the changes won't apply to our special district because of our size and the smaller size of our county. Regardless, it was good to review the items in the Act that still apply to our meetings.

Under our correspondence, we reviewed a letter from the Monterey Bay Air Resources Board of Directors, which was reducing our penalty for a methane violation. The penalty went from \$147,264.00 down to \$15,000 with the acknowledgement that we'd be working to achieve long-term compliance and system resilience by investing in a backup generator dedicated to the landfill gas blower and flare, along with purchasing and using a surface emissions monitoring device. Collectively, this equipment will cost us over \$275,000, which is well above the initial penalty, but it will help us to never have another violation, and it ultimately benefits our environment.

Lastly, we had the election of new officers for next year. I'm grateful and humbled by the fact that the ad hoc committee nominated me to board chair again, along with Mayor Delgado as vice chair. This will be my third and final year, and I look forward to serving and working so closely with this agency that I admire so much!

Tuesday, December 2nd- Ribbon Cutting for Monterey One Water Co-Digester- I was honored to be invited to attend the ribbon cutting of Monterey One Water's (M1W) co-digester, which was funded through CalRecycle. This digester will be accepting food waste and using some of its biosolids to produce methane, which will then be converted to renewable natural gas. Producing renewable natural gas has a greater financial payback as compared to producing electricity from the methane, so this is a way for M1W to use their bio-solids in a way that will not only protect the environment from methane gas, but also provide them with greater financial rewards.

Monday, December 8th- Monterey-Salinas Transit Board Meeting- Please see the MST board highlights in our agenda packet.



Item A.

November 27, 2025

City of Del Rey Oaks
650 Canyon Del Rey Road
Del Rey Oaks, CA 93940

Dear City of Del Rey Oaks,

On behalf of the over 1 in 4 residents and 1 in 3 children in Monterey County that we currently serve, we are grateful for your very generous gift of \$5000.00. These funds will help provide quality nutritious staple foods, including fresh fruits and vegetables, to our friends and neighbors in need. We have continued to expand our Mobile Produce Truck and Food truck distributions throughout the county, visiting schools, senior centers, worksites, housing complexes, health clinics, and other convenient locations to provide healthy hot meals and fresh produce to residents lack transportation, amenities, and grocery stores. We stock our trucks with fresh produce purchased from first-generation local farmers who we have invited to utilize our growing space, refrigerated vehicles and other equipment to launch their own businesses.

As inflationary elements, especially food, remain at significantly elevated levels, we are increasingly becoming a primary food source for larger numbers of residents, including those turning to us for the first time ever. As our county's sole emergency food source, we are honored by and grateful to all who are helping us to meet the alarmingly high level of need. Thanks to your generous support, food will have a place at the table for the thousands of children, seniors, essential workers, veterans, working families and others who turn to us each day.

With appreciation,

Melissa Kendrick
Executive Director

To satisfy IRS requirements, I confirm that you received no goods or services in exchange for your donation. Our tax ID number is 77-0270228.



882th REGULAR MEETING

Item A.

OF THE
BOARD OF TRUSTEES
926 East Blanco Road
Salinas, CA. 93901

November 12th, 2025

~AGENDA~

12:00 P.M. Noon

926 East Blanco Road

Salinas, CA 93901

(831) 422-6438 p

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

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.

A. CALL TO ORDER:

B. AGENDA MANAGEMENT:

C. ROLL CALL – ESTABLISHMENT OF QUORUM:

D. PUBLIC INPUT: (Limited to 3 minutes)

The consent calendar includes routine items than 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

E. CONSENT CALENDAR:

- A. APPROVAL OF THE MINUTES: October 2025
- B. PAYROLL WARRANTS: October 2025 \$70,970.82
- C. COMMERICAL WARRANTS: October 2025 \$56,720.67
- D. UMPQUA BANK: October 2025 \$9,795.61
- E. BALANCE SHEET: October 2025
- F. SCHEDULE OF EXPENDITURES: Octoberr 2025

F. BUSINESS ITEMS:

- A. Update on Policy Book review
- B. Removal of 13 Federal Parcels from District Assessment Roll (Federal Sovereign Exemption)
- C. Discussion of Christmas lunch for December 9th, 2025

G. MONTHLY FIELD REPORT: Silvestre Onofre- Zamudio, Mosquito Technician

H. MONTHLY ADMINISTRATIVE REPORT: Ken Klemme, District Manager

G. TRUSTEE COMMENTS:

Adjournment to: January 13th, 2026

Jeff Cecilio
Board Chair
County at Large

Don Cranford
Vice Chair
County at Large

Nancy Amadeo
Secretary
City of Marina

Ian Oglesby
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

Jeff Glass
Trustee
City of Monterey

**DRAFT MINUTES OF THE 881th REGULAR
MEETING OF THE BOARD OF TRUSTEES OF THE
MONTEREY COUNTY MOSQUITO ABATEMENT DISTRICT
October 14th, 2025**

A meeting of the Board of Trustees of the Monterey County Mosquito Abatement District was held on October 14th, 2025, at the District Office in Salinas, California.

MEMBERS PRESENT:

Jeff Cecilio, Chair, County of Monterey
Don Cranford, Vice Chair, County of Monterey
Mary Ann Carbone, City of Sand City
Jim Tashiro, City of Salinas
Ian Oglesby, City of Seaside
Louise Goetzelt, City of Del Rey Oaks
Nancy Amadeo, City of Marina
Jeff Glass, City of Monterey

STAFF PRESENT:

Kelli Gutierrez, Administrative Assistant
Ken Klemme, District Manager

Guests Present

Michelle Adams

ABSENT:

Ray Coopersmith, County of Monterey

1. CALL TO ORDER:

Board Chair Jeff Cecilio called the 881th Regular Meeting to order at 12:01PM

2. AGENDA MANAGEMENT: NONE**3. ROLL CALL:**

Administrative Assistant Kelli Gutierrez called roll; it was determined that a quorum was present

4. PUBLIC COMMENTS: NONE**5. CONSENT CALENDAR:**

- A. APPROVAL OF THE MINUTES: September 2025
- B. PAYROLL WARRANTS: September 2025 \$84,514.79
- C. COMMERCIAL WARRANTS: September 2025 \$34,757.21
- D. UMPQUA BANK: September 2025 \$3,972.24
- E. BALANCE SHEET: September 2025

F. SCHEDULE OF EXPENDITURES: September 2025

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

6. **BUSINESS ITEMS:**

- A. Consideration, Discussion, and Possible Adoption of Resolution No. 2526-01 Approving District Bylaws

After Discussion, **Trustee Amadeo moved to approve the Resolution No. 2526-01 District Bylaws as presented, Trustee Goetzelt;** the motion was passed unanimously.

- B. Appoint an ad-hoc Policy Book Committee, for purpose of review and editing

Board Chair Jeff Cecilio appointed Louise Goetzelt, Mary Ann Carbone, Ian Oglesby To assist District Manger Ken.

- C. Discussion of Sale of Surplus Vehicles Policy # 3080

- VIN# 1FTRF14577KB81730 Ford 350 (2007)
- VIN# 1FTFX1EF8DFC88829 Ford 150 (2013)
- VIN# 1C4RDHAG8EC549005 Dodge Durango (2014)
- VIN# 1CUKRECYFF203986 Chevy Silverado 1500 (2015)
- VIN# 1GC1KUE86GF215247 Chevy 1500 (2016)

After Discussion , **Trustee Goetzelt moved to approve the Sale of Surplus Vehicles with regard to Policy # 3080 as presented, Trustee Amadeo seconded; the motion was passed unanimously.**

7. **MONTHLY FIELD REPORT:** Raul Vasquez, Mosquito Technician

Raul Vasquez gave a report of field work, including drone work over Locke Padden Park, and overall conditions of his zone.

8. **MONTHLY ADMINISTRATIVE REPORT:** Ken Klemme, District Manager

District Manager Klemme gave report about Auditor office, USEPA, Next door, Ken submitted comments on the new NPDES documents set forth by The State

Water Resources Board. He also mentioned that hiself and Staff would be attending a mosquito conference in Idaho Falls.

9. **TRUSTEE COMMENTS:**

Trustee Amadeo wanted to let the board know that she will be stepping down from the board. She thanked the board for the past 15 years. Trustee Amadeo has been on the board since 2010. Amadeo let the board know she has enjoyed working with everyone and enjoyed the Mosquito Abatement District.

10. **ADJOURNMENT:**

With no further inquiries, Board Chair Cecilio adjourned the meeting at 12:29 PM to the next scheduled meeting on November 12th, 2025 at noon.

Jeff Cecilio, Board Chair

ATTEST:

Don Cranford, Vice Chair

Military and Veterans Matters Report 14 Nov 2025

(Significant items only, and items may be combined/updated as many things are addressed at multiple meetings.)

United Veterans Council of Monterey County (UVC): 29 Oct 2025

Ft Ord Area Retires Soldiers Council: 6 Nov 2025

Monterey County Military and Veterans Affairs Advisory Commission (MVAAC): No Report (meeting postponed until 19 Nov)

Veterans Transition Center (VTC)/Affordable Housing: No Representative.

CA Central Coast Veterans Cemetery (CCCVC): There was a “Veterans Day Ceremony” at 1100 on 11 Nov 2025 at the cemetery. There was a large number of attendees and special presentations by JROTC from Seaside and Monterey, and the Hartnell College Veterans Resource Center.

The cemetery is seeking an electrician to install heaters in the committal shelter. The cemetery director will assist getting them into the state “service providers” system.

CCCVC Foundation: **The foundation is seeking board members.**

Presidio of Monterey (POM)/Ord Military Community: Limited services due to shutdown, but DLI classes continue.

Retired Soldiers Council: Nothing Significant to Report (NSTR), no issues suggested for the CSA RSC.

Heroes Open Golf Tournament: was held at Black Horse Golf Course on 25 Oct 2025 and raised approximately \$23,000 for the UVC Emergency Fund. This in spite of the fact there were only 88 golfers this year, about 50 less than last year. Thanks to all who donated items for the raffle and silent auction as well as sponsored holes. This is where the majority of the money was raised.

The 2026 tournament will be on 24 Oct 2026 at Bayonet Golf Course.

Veteran of the Year Program: The dinner on 7 Nov 2025 at the Salinas Elks was very well attended. The MVAAC is looking into options for the VoY program, given the difficulty getting nominees from all supervisory districts. The UVC would support reducing the number of awardees to one per district, plus a number TBD “at large.”

Military and Veterans Affairs Office (MVAO): See attached reports. (Thank you, Jack) They are closing their office in the VA Clinic, given the proximity of the MOVA building to the clinic.

VA/DoD Clinic: The clinic continues to have staffing issues. It continues to provide flu shots 0900-1200 and 1300-1500. For COVID vaccine, contact your care team by phone, email or online.

The UVC: The Ft Ord Veterans Foundation (successor to the Ft Ord Retired Enlisted Association) approached the UVC asking if they would be a successor to them. This would involve assuming funds, some of which would be restricted to scholarships. A subcommittee was appointed to coordinate with the foundation and draft a memorandum of agreement.

Ord Commissary: Staffing shortage continues, which may limit the number of open registers. Patronage on Mondays continues to grow. Now at about 400/Monday, compared to an average of 800 on “full service” days. The “Request for Information” window seeking potential privatization of the ConUS Commissaries closed on 5 Nov. (Here is a link with more information on this proposal:
<https://businessnc.com/defense-asks-grocery-industry-about-taking-military-commissaries-private/>)

AAFES: No Representative

Navy: No Representative

Stand Down/Veterans Resource Fair: Planned for Apr 2026.

For the Good of the Order @ UVC: The Marina Foundation is looking into creating a Veterans Banner program (like in Salinas) or a Wall of Honor to recognize local veterans.

29 OCT 2025

Federal-

- Primary federal concern is the ongoing government shutdown and efforts to minimize impacts to the VA and servicemembers
- VBA Under Secretary- Karen Brazell withdrew. Position is currently vacant with no nominee announced.
- **OPPOSE** HR 3132 CHOICE for Veterans Act of 2025 which enables unaccredited and unscrupulous claim agents from charging for veteran claims
- Generally protecting benefits from reduction and/or means testing

State-

- **SUPPORT** SB-649 now a 2-yr bill being reintroduced in January session. May establish framework for unaccredited, for-pay claim agents to operate in CA. Passed Assembly unopposed, however was held by Senate Judiciary and sent back to Rules Committee.
- CACVSO seeking funding increase from \$11M to \$25M for County VSO operations and services

County-

- 04 Nov 10:30 Board of Supervisors Meeting- MVAO and HRD will propose changes to Veteran and Spouse Hiring Preference Policy and Military Leave Policy. Requesting support from military and Veteran community.

MVAO-

- Staffing-
 - Currently 10/11 (91%) overall, 6/6 (100%) VSRs, 2/2 Admin (100%), 1/2 (50%) Analysts
 - Management Analyst I recruitment closed, interviews pending.
- Interest/Issues-
 - Jack Murphy (CVSO) nominated to National Association of Counties (NaCo) Military and Veterans Affairs Committee
 - 03-07 NOV- MVAO parking lot and building may(?) have access and water restrictions due to ongoing construction
 - Ft. Ord Veterans Foundation (formerly The Retired Enlisted Association (Ch 55)) will be subsumed into the United Veterans Council NLT 30 NOV.
- Events-
 - 04 NOV 10:30am- Board of Supervisors Veteran Resolution and Veteran policy changes, County Government Center
 - 07 NOV 1:00-3:00pm- Lightfighter Village Ribbon Cutting, Hayes Circle
 - 07 NOV 6:30-9:30pm- Veteran of Year Dinner, Salinas Elks Lodge
 - 10-13 NOV-Hartnell and CSUMB Veterans Appreciation Week
 - 11 NOV Veterans Day Events
 - 11:00am Californian Central Coast Veterans Cemetery observation
 - 11:00am American Legion Post 694 observation, Marina

- 11:00am American Legion Post 512 observation, Devendorf Park, Carmel
 - 11:00am-4:00pm City of Marina / VTC Salute to Veterans Jamboree- VTC, Marina
 - 11:11am Vietnam Veterans Memorial- Salinas
 - 1:11pm American Legion Post 41 observation, Monterey
 - 2:00-3:00pm Greenfield Parade and American Legion Post 635 Open House
 - 4:00-5:00pm Dunes at Marina Heritage Wall unveiling (next to Brass Tap)
 - 12 NOV, 7:30-9:00am - Vietnam Veterans 50th Anniversary Recognition Event- Sect. Panetta, et al., Monterey Conference Center
- Monthly Data Report (**September**)
 - **418 Appointments**- 6-month average is 472
 - **321 Claim Actions**- 6-month average is 448
 - **243 Veterans served**- 6-month average is 313
 - **165 new VA Disability awards**- 6-month average is 179
 - **\$503,878 in retro. FY YTD is \$1,763,241**
 - **\$95,215 in monthly**- 6-month average is \$91,296. **Annualized YTD is \$2,313,454**

MILITARY & VETERANS AFFAIRS OFFICE

Item A.



Monthly Activity Report



October 2025

9

Outreach Events

294

New Contacts



816

Phone Calls

448

Vet Rep

Appointments



385 Claims Actions

249 Unique Veterans

157 Compensation Awards



7

College Fee
Waivers Granted
\$61,369

Disability Compensation Awards

\$598,094

Retroactive Payments

\$82,209

Recurring Monthly Payments



Compensation Fiscal Year to Date

\$3,275,318

148



MST HIGHLIGHTS
Board of Directors Meeting
December 8, 2025

RECOGNIZED DECEMBER EMPLOYEE OF THE MONTH

The MST Board adopted Resolution 2026-10 recognizing Susie Flores, Grants Analyst, as the December 2025 Employee of the Month for her outstanding contribution to MST and the entire community.

25 YEARS OF SERVICE

The MST Board recognized Dennis Abendano, Coach Operator, for 25 years of service and his outstanding dedication and contribution to MST and to the entire community.

MST PEER OF THE YEAR 2025 RECOGNITIONS

The MST Board recognized Renaldo Hernandez, Coach Operator, Jose De Jesus Rueles, Mechanic A, and Greg Burchell, Operations Supervisor as the 2025 Peer of Year and for their outstanding dedication and contribution to MST and to the entire community.

2026 BOARD MEETING CALENDAR AND CONFERENCE DATES

The MST Board received the 2026 Board meeting calendar, committee meeting schedule, and conference dates.

2026 STATE LEGISLATIVE PROGRAM

The MST Board approved the 2026 State Legislative Program.

2026 FEDERAL LEGISLATIVE PROGRAM

The MST Board approved the 2026 Federal Legislative Program.

RECEIVED SURF! PROJECT CONSTRUCTION UPDATES

The MST Board received SURF! Project construction updates.

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled for January 12, 2026.



TRANSPORTATION AGENCY FOR MONTEREY COUNTY

www.tamcmonterey.org

HIGHLIGHTS

December 3, 2025

Highway 1 Elkhorn Slough Corridor Climate Resiliency Project

The Transportation Agency for Monterey County (TAMC), working collaboratively with The Nature Conservancy (TNC) and the Elkhorn Slough National Estuarine Research Reserve (ESNERR), will evaluate the risk of sea level rise impacting a key transportation corridor in north Monterey County and develop multimodal and nature-based transportation adaptation solutions to address this vulnerability.

The project is funded with \$2,250,000 from a Caltrans Sustainable Transportation Planning Grant Climate Adaptation Grant program grant to prepare a Planning and Environmental Linkages (PEL) study and related documents, expanding on existing feasibility studies on nature-based and multimodal solutions to climate change impacts on the corridor.

This project focuses on an eight-mile stretch of Highway 1 through the disadvantaged community of Moss Landing and the parallel five miles of rail tracks traversing Elkhorn Slough. Providing multimodal options and integrating nature-based solutions are top priorities for this project. The corridor traverses Elkhorn Slough, a major estuary located in Monterey Bay, California, which provides valuable habitat area for hundreds of aquatic birds, fish, marine mammals, and invertebrate species.

Tidal estuarine habitats within the Slough, and the ecosystem services they provide, are at risk of substantial degradation and losses from sea level rise. Coastal Resilience Monterey predicts sea level rise to be 5.2 feet by 2100. The rail tracks through Elkhorn Slough, owned by Union Pacific railroad, carries freight rail traffic and Amtrak Coast Starlight passengers. The Central Coast Highway 1 Climate Resiliency study examined the climate impacts on the rail corridor and recommended an elevated trestle through the slough. This, along with other alternatives, will be considered during the Planning and Environmental Linkages Study (PEL Study) process.

A key component of the PEL study is to gather input and build consensus among internal and external stakeholders to shape the proposed corridor transportation vision. This is a comprehensive approach that involves resource and regulatory agencies, tribes, local stakeholders and engaging the public on an ongoing basis in meetings, workshops and public hearings and notices. Staff will seek feedback and input from stakeholders as key milestones of the project are reached.

After receiving the presentation, the TAMC Board of Directors approved the draft public outreach schedule.

TAMC Board Authorizes Agency Participation in the American Air Advantage Consortium to Support Local Advanced Air Mobility

The TAMC Board learned that the Federal Aviation Administration (FAA) has launched the Electric Vertical Takeoff and Landing Integration Pilot Program to accelerate safe deployment of Electric Vehicle Takeoff and Landing (eVTOL) and advanced air mobility technologies across the United States. This three-year pilot program will select a minimum of five regions nationwide for real-world testing and operational demonstrations.

The program aims to demonstrate the viability of eVTOL aircraft for passenger transport, cargo logistics, and emergency services, while developing safety data and regulatory frameworks for integrating these aircraft into the National Airspace System.

At the conclusion of the presentation, the Board authorized the agency to participate in the American Air Advantage Consortium and similar efforts to support local Advanced Air Mobility transportation innovation, economic growth, and job creation, because the Monterey Bay region hosts one of the highest concentrations of eVTOL testing and manufacturing in the country, including Joby Aviation's facilities in Marina and Santa Cruz.

The consortium includes a range of public and private partners working in Northern California on Advanced Air Mobility, including: University of California Santa Cruz; Monterey Bay Economic Partnership; Drones, Aviation, and Robotics Technology; and 14 corporate entities operating in the unmanned aircraft space.