



# CITY OF DEL REY OAKS

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

## AGENDA

### JOINT MEETING OF THE CITY OF DEL REY OAKS CITY COUNCIL AND REDEVELOPMENT AGENCY TUESDAY, SEPTEMBER 28, 2010 at 6:00 P.M. CHARLIE BENSON MEMORIAL HALL, CITY HALL

1. 6:00 P.M. - ROLL CALL – *Council/Agency*
2. PLEDGE OF ALLEGIANCE
3. COMMUNICATIONS: None
4. REMEMBRANCE:
  - A. Bill Benson
5. PUBLIC COMMENTS:

Anyone wishing to address the City Council or Agency 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.*
6. CONSENT AGENDA: *Action Items*
  - A. MINUTES:
    1. August 24, 2010, Regular City Council Meeting
    2. August 11, 2010, Regular Planning Commission Meeting
  - B. MONTHLY REPORTS:
    1. Claims, August 2010
    2. Financials, August 2010
    3. Fire Department Response Report, August 2010
    4. Police Activity Report, August 2010
7. OLD BUSINESS: None *Action Items*

8. **NEW BUSINESS:** *Action Items*
- A. Consider Resolution 2010-21, Review the City’s Conflict of Interest Code and finding that no Amendments are required.
  - B. Retroactive Three Year Cooperation and Repayment Agreement Del Rey Oaks Redevelopment Agency former Fort Ord Project Area, Fiscal Years 2007-08, 2008-09 and 2009-10.
  - C. Cooperation and Repayment Agreement Del Rey Oaks Redevelopment Agency Former Fort Ord Project Area, Fiscal Year 2010-11
  - D. Agreement for the Sharing of Costs for a Telephone Emergency Notification System (TENS).
9. **STAFF REPORTS:**
- A. City Manager Report
10. **MAYOR AND COUNCIL REPORT**
11. **CORRESPONDENCE**
- A. Letter of Thanks and Certificate from the United States Department of Commerce, Economics and Statistics Administration, U. S. Census Bureau.
  - B. Community Human Services Year-End Summary of Services
  - C. Thank you note from Bill Benson’s Family
12. **CLOSED SESSION:** As permitted by Government Code Section 54956 et. seq. the Council may adjourn to a Closed Session to consider specific matters dealing with certain litigation, personnel, or labor/real property negotiations
- A. Anticipated Litigation pursuant to Government Code sec 54956.9(c)  
(1 potential case)
13. **SET NEXT MEETING DATE:** Establish **Tuesday, October 26, 2010**, at **6:00 P.M.** as the date and time of the Council’s next regular meeting.
14. **ADJOURNMENT**

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

**MEETING OF THE CITY OF DEL REY OAKS CITY COUNCIL  
CONVENED AT 6:00 P.M. ON TUESDAY, AUGUST 24, 2010 IN  
THE CHARLES BENSON MEMORIAL HALL, CITY HALL**

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**Present:** Council Members Zuccaro, Cecilio, Allion, Vice Mayor Clark, and Mayor Edelen

**Absent:** Council Member Cecilio and Mayor Edelen

**Also present:** City Attorney Callihan, City Manager Dawson and Deputy City Clerk Carvalho

Meeting came to order at 6:00 p.m. and roll call was taken.

**PLEDGE OF ALLEGIANCE**

**Council Member Allion:** Let the Pledge of Allegiance

**COMMUNICATIONS**

**PROCLAMATION:**

The Council considered **ITEM 4.** Proclaim the Week of September 17 – 23, 2010 as Constitution Week.

**Vice Mayor Clark:** Read the proclamation into the record and presented it the Daughter's of the Revolution.

**PUBLIC COMMENT:** None

**CONSENT AGENDA:**

The Council considered the following items:

**A. MINUTES:**

1. July 27, 2010, Regular City Council Meeting
2. July 14, 2010, Regular Planning Commission Meeting

**B. MONTHLY REPORTS:**

1. Claims, July 2010
2. Financials, July 2010
3. Fire Department Response Report, July 2010
4. Police Activity Report, July 2010

*Motion by Council Member Allion to approve the consent agenda, motion seconded by Council Member Zuccaro.*

*There was no public comment received*

*Motion passed 3-0*

**OLD BUSINESS:** None

**NEW BUSINESS:** None

**Staff report:**

**City Manager Dawson:** Stated it's been a busy month meeting with other jurisdictions regarding the Joint Powers Fire Authority, being the HABLE guest speaker, attending water meetings, green house gas emission meetings and attending the Monterey Bay Area Manager's Group meeting where Lou Baumann passed out a notice to declare September as National Preparedness Month. He met with Auditor Controller Mike Miller, attended Community Human Services meeting, met with the representatives from Muni Services to look at all our property taxes, and business licenses to see that all our taxes and licenses have been calculated and collected correctly and he will be meeting with Terry Low about a potential bicycle race in Del Rey Oaks.

**Council Members:**

**Council Member Allion:** Attended a meeting with the chiefs of the waste management providers which was also attended by David Pendergrass, Sand City Mayor and talked about bringing in Toro Park into the group because they are paying so much for sewer. Waste water is relatively inexpensive for us. No MRWPCA meeting this month.

**Council Member Zuccaro:** Attended AMBAG meetings, one of the meetings was regarding SB375 reducing green house gases and what the target range should be and decided that we are going to try to keep our levels at a zero percent increase until 2015 and a 5% reduction through 2035.

**City Manager Dawson:** The reason for the special meeting with AMBAG was because the deadline for grant applications is the 31<sup>st</sup>.

**Vice Mayor Clark:** The garage sale was a huge success and thanked the officer's for handling the gridlock. Picnic is coming up September 19<sup>th</sup> from 12-3. Changed the policy for an admission to \$6.00 per person rather than buying a food ticket. Had the first Taxi Authority meeting and will have one every month, she was elected the Chair of the authority. Stated she will be attending the TAMC meeting for Mayor Edelen tomorrow.

**6:24 p.m.:** Adjourned

**6:26 p.m.:** Reconvened into closed session

**6:29p.m.:** Adjourned from closed session into open session and reported the following:

**City Manager Dawson:** Information was received, no action was taken.

**6:30 p.m.:** Meeting adjourned

**Next meeting:** Tuesday, September 28th, 2010, 6 p.m.

Approved

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Date

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August 5, 2010

**-NOTICE-**

NOTICE IS HEREBY GIVEN THAT THE REGULAR  
DEL REY OAKS PLANNING COMMISSION  
MEETING:

**WEDNESDAY, AUGUST 11, 2010 AT 6:00 P.M.**

**HAS BEEN CANCELLED DUE TO A LACK OF  
ITEMS TO BE HEARD**

THE NEXT REGULAR SCHEDULED PLANNING  
COMMISSION MEETING WILL BE HELD ON:

**WEDNESDAY, SEPTEMBER 8, 2010 AT 6:00 P.M.**  
CHARLIE BENSON MEMORIAL HALL, 650 CANYON  
DEL REY ROAD, DEL REY OAKS

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KAREN MINAMI  
Deputy City Clerk

**CITY OF DEL REY OAKS**  
**Claims Report**  
 August 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>AFLAC</b>				
8/4/2010	11576	AFLAC	Premiums-employee paid-INV. 007613	266.60
Total AFLAC				266.60
<b>ALLIANT INSURANCE</b>				
8/25/2010	11646	ALLIANT INSURAN...	VEHICLE INSURANCE 7/1/10-7/1/11	1,866.76
Total ALLIANT INSURANCE				1,866.76
<b>AT&amp;T CAL NET 2</b>				
8/4/2010	11577	AT&T CAL NET 2	PHONE JULY 2010	222.57
Total AT&T CAL NET 2				222.57
<b>BAYVIEW BUSINESS SOLUTIONS, INC.</b>				
8/4/2010	11578	BAYVIEW BUSINES...	SHIPPING SERVICES JUNE 2010	27.11
Total BAYVIEW BUSINESS SOLUTIONS, INC.				27.11
<b>BOUND TREE</b>				
8/4/2010	11579	BOUND TREE	SPARE/REPLACEMENT BATTERY AND DATA CARD FOR ...	317.83
Total BOUND TREE				317.83
<b>BYTE TECHNOLOGY</b>				
8/19/2010	11634	BYTE TECHNOLOGY		150.00
Total BYTE TECHNOLOGY				150.00
<b>CALIFORNIA POLICE CHIEFS ASSOC.</b>				
8/4/2010	11580	CALIFORNIA POLIC...	CPCA MEMBERSHIP DUES 7/1/10-6/30/11	300.00
Total CALIFORNIA POLICE CHIEFS ASSOC.				300.00
<b>CALIFORNIA TOWING</b>				
8/4/2010	11581	CALIFORNIA TOWI...	TOW SERVICE	90.00
Total CALIFORNIA TOWING				90.00
<b>CARVALHO, KIMBERLY R</b>				
8/13/2010	11617	CARVALHO, KIMBE...	Wellness Reimbursement	43.50
Total CARVALHO, KIMBERLY R				43.50
<b>CITY OF MONTEREY</b>				
8/4/2010	11582	CITY OF MONTEREY		6,256.64
Total CITY OF MONTEREY				6,256.64
<b>COASTLINE</b>				
8/4/2010	11583	COASTLINE	500-4 PART NOTICE TO APPEAR&200-4 PART NOTICE TO ...	728.87
Total COASTLINE				728.87
<b>COMCAST HIGH SPEED INTERNET</b>				
8/4/2010	11584	COMCAST HIGH SP...	INTERNET	66.62
Total COMCAST HIGH SPEED INTERNET				66.62

**CITY OF DEL REY OAKS**  
**Claims Report**  
**August 2010**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>COMMUNITY HUMAN SERVICES</b>				
8/4/2010	11585	COMMUNITY HUM...	JPA 2010-11	3,057.00
Total COMMUNITY HUMAN SERVICES				3,057.00
<b>CRYSTAL SPRINGS WATER CO.</b>				
8/19/2010	11635	CRYSTAL SPRINGS ...		300.50
Total CRYSTAL SPRINGS WATER CO.				300.50
<b>DROUGHT RESISTANT</b>				
8/4/2010	11586	DROUGHT RESISTA...	plants for monument signs	68.31
Total DROUGHT RESISTANT				68.31
<b>ED STOCK</b>				
8/19/2010	11636	ED STOCK	POLICE TRAINING AUG. 23-27, 2010	2,500.00
Total ED STOCK				2,500.00
<b>EDELEN, JERRY</b>				
8/10/2010	11616	EDELEN, JERRY	REFUND CANDIDATE STMT PMT 2010	215.00
Total EDELEN, JERRY				215.00
<b>ENTENMANN-ROVIN CO.</b>				
8/4/2010	11587	ENTENMANN-ROVI...	INV. 0063465-IN : NAME BADGES	186.60
Total ENTENMANN-ROVIN CO.				186.60
<b>ENTERSECT CORPORATION</b>				
8/4/2010	11588	ENTERSECT CORPO...	INVOICE #35020/POLICE ONLINE SERVICE-JUNE 2010	79.00
Total ENTERSECT CORPORATION				79.00
<b>FIRST AMERICAN REAL ESTATE SOLUTIONS</b>				
8/19/2010	11637	FIRST AMERICAN R...	METRO SCAN- ADDRESS SERVICE-JULY 2010	104.17
Total FIRST AMERICAN REAL ESTATE SOLUTIONS				104.17
<b>FIRST NATIONAL BANK CHARGE</b>				
8/2/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67126481	0.82
8/7/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67325157	6.46
8/11/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67506562	0.16
8/14/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67601481	3.28
8/15/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67643259	6.56
8/16/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67695715	0.49
8/17/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67736895	13.56
8/19/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67831223	1.80
8/21/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67878918	0.33
8/23/2010	CCADJ	FIRST NATIONAL B...	Fee ID=67972172	4.10
8/30/2010	EFT	FIRST NATIONAL B...	BANK FEES	63.37
Total FIRST NATIONAL BANK CHARGE				100.93
<b>GLOBALSTAR USA</b>				
8/4/2010	11589	GLOBALSTAR USA	SATELITE PHONE	27.08

**CITY OF DEL REY OAKS**  
**Claims Report**  
**August 2010**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Total GLOBALSTAR USA				27.08
<b>HOME DEPOT CRC</b> 8/4/2010	11590	HOME DEPOT CRC	ACCT. # 6035 3220 0248 6219	306.24
Total HOME DEPOT CRC				306.24
<b>I.M.P.A.C.GOVERNM'T SER</b> 8/19/2010	11638	I.M.P.A.C.GOVERN...	HARD DRIVE/GUN CASES/CAMERA/BATTERIES/DETAIL ...	3,112.89
Total I.M.P.A.C.GOVERNM'T SER				3,112.89
<b>IE SOLUTIONS</b> 8/4/2010	11591	IE SOLUTIONS	INV. 10-1063-JULY 2010 QUICK BOOKS CONSULTING: M...	450.00
8/19/2010	11639	IE SOLUTIONS	INV. 10-1073-JULY 2010 QUICK BOOKS CONSULTING: M...	300.00
Total IE SOLUTIONS				750.00
<b>JAMES DE CHALK</b> 8/4/2010	11592	JAMES DE CHALK	JULY 2010	300.00
Total JAMES DE CHALK				300.00
<b>JOE JOHNSON</b> 8/13/2010	11618	JOE JOHNSON	Wellness Reimbursment	837.91
Total JOE JOHNSON				837.91
<b>KIMBALL, MICHAEL</b> 8/4/2010	11593	KIMBALL, MICHAEL	Patches and badges	500.00
Total KIMBALL, MICHAEL				500.00
<b>LEAGUE OF CA CITIES</b> 8/9/2010	11614	LEAGUE OF CA CITI...	League of Ca Cities division meeting	100.00
Total LEAGUE OF CA CITIES				100.00
<b>MARTINS' IRRIGATION SUP</b> 8/4/2010	11594	MARTINS' IRRIGATI...	IRRIGATION SUPPLIES	147.34
Total MARTINS' IRRIGATION SUP				147.34
<b>MINAMI, KAREN</b> 8/2/2010	11575	MINAMI, KAREN	REIM FOR PARKING AT SEMINAR 7/30/10	20.00
Total MINAMI, KAREN				20.00
<b>MINAMI, KAREN L</b> 8/13/2010	11619	MINAMI, KAREN L	Wellness Reimbursment	43.29
8/31/2010	11649	MINAMI, KAREN L	Wellness Reimbursment	358.13
Total MINAMI, KAREN L				401.42
<b>MONTEREY AUTO SUPPLY INC.</b> 8/4/2010	11595	MONTEREY AUTO ...	AUTO SUPPLIES 1085	48.33
Total MONTEREY AUTO SUPPLY INC.				48.33

**CITY OF DEL REY OAKS**  
**Claims Report**  
 August 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>MONTEREY BAY AREA INSURANCE FUND</b>				
8/19/2010	11640	MONTEREY BAY A...		2,372.40
Total MONTEREY BAY AREA INSURANCE FUND				2,372.40
<b>MONTEREY BAY TECHNOLOGIES</b>				
8/4/2010	11596	MONTEREY BAY T...		700.00
Total MONTEREY BAY TECHNOLOGIES				700.00
<b>MONTEREY BAY UNIFIED AIR</b>				
8/4/2010	11597	MONTEREY BAY U...	2010-11 CONTRIBUTION	379.00
Total MONTEREY BAY UNIFIED AIR				379.00
<b>MONTEREY COUNTY CLERKS OFFICE</b>				
8/25/2010	11645	MONTEREY COUNT...	NOTICE OF ENVIRONMENTAL EXEMPTION GRANT 2010	50.00
Total MONTEREY COUNTY CLERKS OFFICE				50.00
<b>MONTEREY COUNTY CONVENTION &amp; VISITORS BUR</b>				
8/4/2010	11598	MONTEREY COUNT...	MEMBERSHIP 10-11	750.00
Total MONTEREY COUNTY CONVENTION & VISITORS BUR				750.00
<b>MONTEREY COUNTY PARKS</b>				
8/4/2010	11599	MONTEREY COUNT...	RENTAL OF RIFLE RANGE AT LAGUNA SECA 6/16/10	75.00
Total MONTEREY COUNTY PARKS				75.00
<b>MONTEREY COUNTY SHERIFF</b>				
8/4/2010	11600	MONTEREY COUNT...	BILLING BOOKING FOR MONTH OF JUNE 2010	13.79
Total MONTEREY COUNTY SHERIFF				13.79
<b>NEILL ENGINEERS CORP</b>				
8/4/2010	11601	NEILL ENGINEERS ...	RETAINER FOR 4/1/10-6/30/10	300.00
Total NEILL ENGINEERS CORP				300.00
<b>NEXTEL COMMUNICATION</b>				
8/4/2010	11602	NEXTEL COMMUNI...	NEXTEL RADIO- CLK/PW/PD/CM 5/12/10-6/11/10	536.92
Total NEXTEL COMMUNICATION				536.92
<b>OFFICE DEPOT</b>				
8/4/2010	11603	OFFICE DEPOT		496.90
Total OFFICE DEPOT				496.90
<b>ORCHARD SUPPLY</b>				
8/4/2010	11604	ORCHARD SUPPLY	WEEDEATER SUPPLY	19.55
Total ORCHARD SUPPLY				19.55
<b>P.E.R.S.-HEALTH</b>				
8/4/2010	11605	P.E.R.S.-HEALTH	HEALTH PREMIUM AUG 2010	11,416.78
8/19/2010	11641	P.E.R.S.-HEALTH	HEALTH PREMIUM SEPT 2010	13,916.49

**CITY OF DEL REY OAKS**  
**Claims Report**  
**August 2010**

Date	Num	Name	Memo	Amount
Total P.E.R.S.-HEALTH				25,333.27
<b>PENINSULA COMMUNICATIONS</b>				
8/4/2010	11606	PENINSULA COMM...	RADIO RENTALS FOR RED BULL EVENT 2010	105.00
Total PENINSULA COMMUNICATIONS				105.00
<b>PENINSULA WELDING SUPPLY</b>				
8/19/2010	11642	PENINSULA WELDI...	OXYGEN AND SUPPLIES	80.47
Total PENINSULA WELDING SUPPLY				80.47
<b>PERS</b>				
8/4/2010	11607	PERS		22,874.17
Total PERS				22,874.17
<b>QuickBooks Payroll Service</b>				
8/12/2010		QuickBooks Payroll S...	Monthly processing fee for August 2010	60.00
8/12/2010		QuickBooks Payroll S...	No state fee for CA for August 2010	
8/12/2010		QuickBooks Payroll S...	Fee for 18 employee(s) paid	18.00
8/12/2010		QuickBooks Payroll S...	Fee for 13 direct deposit(s) at \$1.05 each	13.65
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	6,283.00
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	694.30
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	694.30
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	2,258.21
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	526.70
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	34,632.63
8/12/2010		QuickBooks Payroll S...	Fee for 1 employee(s) paid	1.00
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	27.69
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	27.69
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	6.48
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	6.48
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	3.57
8/12/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/11/2010	4.92
8/20/2010		QuickBooks Payroll S...	Fee for 1 employee(s) paid	1.00
8/20/2010		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$1.05 each	1.05
8/20/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/19/2010	803.00
8/20/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/19/2010	76.73
8/20/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/19/2010	76.73
8/20/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/19/2010	302.58
8/20/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/19/2010	13.20
8/20/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/19/2010	4,096.75
8/30/2010		QuickBooks Payroll S...	Fee for 5 employee(s) paid	5.00
8/30/2010		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$1.25 each	1.25
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	9.07
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	9.07
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	5.77
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	316.71
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	98.55
8/30/2010		QuickBooks Payroll S...	Fee for 15 employee(s) paid	15.00

**CITY OF DEL REY OAKS**  
**Claims Report**  
**August 2010**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
8/30/2010		QuickBooks Payroll S...	Fee for 13 direct deposit(s) at \$1.25 each	16.25
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	4,972.00
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	588.98
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	588.98
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	1,726.81
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	446.82
8/30/2010		QuickBooks Payroll S...	Created by Payroll Service on 08/26/2010	31,595.56
Total QuickBooks Payroll Service				91,025.48
<b>RUSS VANZANTEN</b>				
8/13/2010	11620	RUSS VANZANTEN	Wellness Reimbursement	39.00
Total RUSS VANZANTEN				39.00
<b>SERRANO, TERRY</b>				
8/13/2010	11621	SERRANO, TERRY	Wellness Reimbursement	1,102.83
Total SERRANO, TERRY				1,102.83
<b>SHELL OIL COMPANY</b>				
8/19/2010	11643	SHELL OIL COMPA...	ACCT 079-056-693-FUEL FOR JULY 10	75.00
Total SHELL OIL COMPANY				75.00
<b>SPCA OF MONTEREY COUNTY</b>				
8/19/2010	11644	SPCA OF MONTERE...	JUNE 10 ANIMAL SERVICES	465.50
Total SPCA OF MONTEREY COUNTY				465.50
<b>SUNSTAR MEDIA</b>				
8/10/2010	11615	SUNSTAR MEDIA	WEBSITE SETUP FEE (1 OF 2) PER CONTRACT	3,750.00
Total SUNSTAR MEDIA				3,750.00
<b>TERMINIX</b>				
8/4/2010	11608	TERMINIX		167.00
Total TERMINIX				167.00
<b>THE HERALD</b>				
8/4/2010	11609	THE HERALD	ELECTION NOTICE	195.61
Total THE HERALD				195.61
<b>TRANSP. AGENCY FOR MTY CO</b>				
8/4/2010	11610	TRANSP. AGENCY F...	Traffic Congestion Management Program 20010-11	559.00
Total TRANSP. AGENCY FOR MTY CO				559.00
<b>VALLEY SAW &amp; GARDEN EQUIP</b>				
8/4/2010	11611	VALLEY SAW & GA...	2 NEW WEED EATERS AND SUPPLIES	887.11
Total VALLEY SAW & GARDEN EQUIP				887.11
<b>VSP</b>				
8/4/2010	11612	VSP	VISION PLAN AUG 2010	168.66

**CITY OF DEL REY OAKS**  
**Claims Report**  
August 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Total VSP				168.66
<b>WILLIAMS ROOFING</b> 8/4/2010	11613	WILLIAMS ROOFING	REFUND OF OVERPAYMENT BUSINESS LICENSE FEE 201...	80.00
Total WILLIAMS ROOFING				80.00
<b>TOTAL</b>				<b>176,100.88</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2010/2011 BUDGET VS. ACTUAL**

July through August 2010

	Actual Total for 2010- 2011	FY 2010-2011 Budget	% of Annual Budget
<b>REVENUE</b>			
<b>300 · Operating Revenues</b>			
<b>3100 · PROPERTY TAXES</b>			
3105 · P/T-SECURED	\$2,075.93	\$353,304.00	0.59%
3107 · P/T-UNITARY TAX		\$5,533.00	
3110 · P/T-UNSECURED	\$61.26	\$14,452.00	0.42%
3120 · P/T-SB813		\$2,662.00	
3130 · P/T-PRIOR SECURED	\$2,450.94	\$21,742.00	11.27%
3132 · PRIOR UNSECURED		\$84.00	
3135 · PROPERTY TAX - VLF		\$121,084.00	
3140 · P/T-INT/PENAL		\$328.00	
3145 · P/T - ADMINISTRATIVE FEE	-\$907.05	-\$7,500.00	12.09%
<b>Total 3100 · PROPERTY TAXES</b>	<b>\$3,681.08</b>	<b>\$511,689.00</b>	<b>0.72%</b>
<b>3200 · OTHER TAXES</b>			
3202 · MANDATED COSTS		\$4,000.00	
3205 · SALES TAX	\$32,200.00	\$255,000.00	12.63%
3206 · SALES TAX IN LIEU - 3-FLIP		\$77,000.00	
3208 · Sales Tax - Add On	\$70,478.00	\$388,000.00	18.16%
3209 · COP MONIES	\$15,253.05	\$100,000.00	15.25%
3210 · PROPERTY TRANSFER TAX		\$5,000.00	
3220 · GAS FRANCHISES		\$7,000.00	
3225 · ELECTRIC FRANCHISES		\$15,500.00	
3235 · GARBAGE FRANCHISES	\$8,955.56	\$40,000.00	22.39%
3240 · CABLE TV FRANCHISES	\$5,969.71	\$25,000.00	23.88%
3245 · WATER FRANCHISES		\$9,000.00	
3851 · SEWER IMPACT		\$8,500.00	
<b>Total 3200 · OTHER TAXES</b>	<b>\$132,856.32</b>	<b>\$934,000.00</b>	<b>14.22%</b>
<b>3300 · LICENSES &amp; PERMITS</b>			
3301 · BUSINESS LICENSES	\$161,764.06	\$190,000.00	85.14%
3305 · BUILDING PERMITS	\$1,069.35	\$15,000.00	7.13%
3310 · PLAN CHECK FEES	\$952.67	\$7,500.00	12.70%
3315 · STREET OPENING PERMITS FEES	\$100.00	\$2,500.00	4.00%
3325 · PLUMBING PERMITS	\$380.00	\$1,000.00	38.00%
3330 · ELECTRICAL PERMITS		\$1,000.00	
3340 · ENVIRON ASSESS FEES/PERMIT		\$1,000.00	
3342 · DEVELOPER PYMT FEES/PERMITS		\$500.00	
3345 · OTHER LICENSES/PERMITS	\$102.30	\$500.00	20.46%
<b>Total 3300 · LICENSES &amp; PERMITS</b>	<b>\$164,368.38</b>	<b>\$219,000.00</b>	<b>75.05%</b>
<b>3400 · FINES &amp; FORFEITURES</b>			
3401 · VEHICLE CODE FINES	\$4,455.76	\$15,000.00	29.71%
3415 · OTHER COURT FINES		\$1,000.00	
<b>Total 3400 · FINES &amp; FORFEITURES</b>	<b>\$4,455.76</b>	<b>\$16,000.00</b>	<b>27.85%</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2010/2011 BUDGET VS. ACTUAL**  
 July through August 2010

	Actual Total for 2010-2011	FY 2010-2011 Budget	% of Annual Budget
<b>3501 · INTEREST EARNED</b>	\$171.22	\$12,000.00	1.43%
<b>3600 · OTHER AGENCY REVENUE</b>			
3602 · MOTOR VEHICLE LICENSE FEE(MVLF)	\$1,308.72	\$3,000.00	43.62%
3603 · OFF HIGHWAY		\$100.00	
3604 · HOPTR		\$1,200.00	
3605 · VEHICLE LICENSE COLLECTION		\$1,000.00	
3620 · PROP 172		\$8,000.00	
3648 · GRANTS		\$25,000.00	
3649 · TRAFFIC CONGESTION RELIEF-AB438	\$4,129.61	\$10,000.00	41.30%
3655 · POLICE GRANTS OTHER AGENCIES		\$1,000.00	
3600 · OTHER AGENCY REVENUE - Other	\$764.77		
<b>Total 3600 · OTHER AGENCY REVENUE</b>	<b>\$6,203.10</b>	<b>\$49,300.00</b>	<b>12.58%</b>
<b>3700 · CURRENT SERVICES</b>			
3703 · USE PERMITS	\$1,530.00	\$3,000.00	51.00%
3704 · MAPS/PUBLICATIONS		\$100.00	
3706 · RENTAL INCOME	\$1,701.00	\$9,600.00	17.72%
3707 · POLICE REPORTS	\$144.00	\$1,400.00	10.29%
3709 · PROPERTY INSPECTIONS	\$200.00	\$1,300.00	15.39%
3710 · POLICE SERVICES	\$2,800.00	\$10,000.00	28.00%
3711 · PUBLIC EVENTS	\$15,240.00	\$80,000.00	19.05%
3712 · MISCELLANEOUS SERVICES		\$1,000.00	
3713 · MISC REVENUE	\$377.00		
3715 · PD DONATIONS		\$1,500.00	
3700 · CURRENT SERVICES - Other	\$550.00		
<b>Total 3700 · CURRENT SERVICES</b>	<b>\$22,542.00</b>	<b>\$107,900.00</b>	<b>20.89%</b>
<b>3800 · PARKS/RECREATION</b>			
3801 · PARK RENTAL	\$650.00	\$10,000.00	6.50%
3802 · RV RENTAL PARKS	\$5,090.00	\$26,000.00	19.58%
<b>Total 3800 · PARKS/RECREATION</b>	<b>\$5,740.00</b>	<b>\$36,000.00</b>	<b>15.94%</b>
<b>3900 · OTHER</b>			
3610 · GAS TAX 2107	\$1,059.83	\$13,500.00	7.85%
3612 · GAS TAX 2106	\$712.80	\$9,000.00	7.92%
3614 · GAS TAX 2107.5	\$1,000.00	\$900.00	111.11%
3616 · GAS TAX 2105	\$786.19	\$9,000.00	8.74%
3900 · OTHER - Other	-\$1,835.05		
<b>Total 3900 · OTHER</b>	<b>\$1,723.77</b>	<b>\$32,400.00</b>	<b>5.32%</b>
<b>Total Revenue</b>	<b>\$341,741.63</b>	<b>\$1,918,289.00</b>	<b>17.82%</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2010/2011 BUDGET VS. ACTUAL**

July through August 2010

	Actual Total for 2010- 2011	FY 2010-2011 Budget	% of Annual Budget
<b>EXPENSE</b>			
<b>10000 · Payroll &amp; Benefits</b>			
10009 · OVERTIME	\$19,827.89	\$25,000.00	79.31%
10010 · PAYROLL	\$175,774.26	\$826,000.00	21.28%
100101 · COUNCIL MEMBER STIPEND	\$1,000.00	\$6,000.00	16.67%
100103 · RESERVES PAYROLL	\$11,016.16	\$31,710.00	34.74%
10011 · PERS	\$32,453.32	\$165,000.00	19.67%
10012 · MEDICARE	\$3,038.28	\$11,000.00	27.62%
10013 · DENTAL EXPENSE	\$4,054.18	\$26,750.00	15.16%
10014 · HEALTH INS	\$25,333.27	\$132,500.00	19.12%
10015 · VISION INS	\$337.32	\$2,800.00	12.05%
10016 · WORKERS COMP	\$23,215.76	\$136,400.00	17.02%
10018 · WELLNESS PROGRAM	\$3,755.66	\$13,200.00	28.45%
10120 · UNIFORM ALLOWANCE	\$2,000.00	\$5,000.00	40.00%
<b>Total 10000 · Payroll &amp; Benefits</b>	<b>\$301,806.10</b>	<b>\$1,381,360.00</b>	<b>21.85%</b>
<b>20100 · Payroll Expenses</b>			
20119 · Bank Service Charges	\$179.69	\$500.00	35.94%
<b>20120 · -SUPPLIES</b>			
20121 · MATERIALS/SUPPLY	\$7,929.93	\$43,500.00	18.23%
20122 · REPAIR/MAINTENANCE	\$1,080.56	\$20,000.00	5.40%
20123 · AMMUNITION	\$2,659.85		
20160 · OFFICE SUPPLIES	\$3,152.32	\$3,089.00	102.05%
<b>Total 20120 · -SUPPLIES</b>	<b>\$14,822.66</b>	<b>\$66,589.00</b>	<b>22.26%</b>
<b>20130 · UTILITES &amp; SERVICES</b>			
20161 · SPECIAL SUPPLY POLICE	\$108.97		
20126 · STREET SWEEPING	\$2,391.04	\$1,200.00	199.25%
20127 · GABILAN CREW		\$2,000.00	
20131 · UTILITIES/PGE	\$1,422.32	\$7,500.00	18.96%
20132 · UTILITIES/WATER	\$359.95	\$5,000.00	7.20%
20140 · TELEPHONE / INTERNET	\$2,276.96	\$15,000.00	15.18%
20145 · WEBSITE DESIGN & MAINTENANCE	\$4,170.78	\$1,500.00	278.05%
20168 · POSTAGE / SHIPPING	\$335.55	\$4,113.00	8.16%
20170 · TRAVEL/CONFERENCE	\$1,303.16	\$9,500.00	13.72%
20171 · MEMBER/DUES/CONTRIBUTIONS	\$4,492.49	\$14,500.00	30.98%
20172 · AD/PROMOTION CITY CNCL	\$899.68	\$1,500.00	59.98%
20173 · LEGAL ADVERT NON-DEPT		\$1,000.00	
20174 · BOOK/PERIODICAL		\$100.00	
20175 · MEETING CITY CNCL	\$241.18	\$1,000.00	24.12%
20130 · UTILITES & SERVICES - Other	\$73.67		
<b>Total 20130 · UTILITES &amp; SERVICES</b>	<b>\$18,075.75</b>	<b>\$63,913.00</b>	<b>28.28%</b>

**CITY OF DEL REY OAKS  
FISCAL YEAR 2010/2011 BUDGET VS. ACTUAL**

July through August 2010

	Actual Total for 2010- 2011	FY 2010-2011 Budget	% of Annual Budget
20176 · PRINTING / PUBLICATIONS		\$500.00	
20180 · OUTSIDE SERVICES			
20178 · TRAINING POLICE	\$3,623.80	\$8,000.00	45.30%
20181 · OTHER PERMITS PW/ENGR		\$2,000.00	
20191 · EQUIPMENT MAINT	\$215.10	\$21,500.00	1.00%
30044 · LIABILITY/PROP NON-DPT	\$14,032.76	\$25,000.00	56.13%
30113 · CONTRACTUAL AUDIT	\$750.00	\$25,000.00	3.00%
30115 · DATA PROCESSING	\$700.00	\$3,500.00	20.00%
30116 · CONTRACTUAL SVCS PLANNING / ENG	\$846.75	\$25,000.00	3.39%
30119 · CONTRACTUAL SVCS - LEGAL	\$1,031.04	\$20,000.00	5.16%
30120 · CONTRL RETAINER LEGAL		\$12,000.00	
30126 · JANITORIAL FUND	\$675.00	\$4,200.00	16.07%
30127 · RADIO DISPATCH POLICE	\$38,259.50	\$42,500.00	90.02%
30129 · FEES NON-DT	\$50.00		
30164 · ELECTIONS	\$215.00		
30165 · COMM HUM SERV NON-DEPT	\$3,057.00	\$3,500.00	87.34%
<b>Total 20180 · OUTSIDE SERVICES</b>	<b>\$63,455.95</b>	<b>\$192,200.00</b>	<b>33.02%</b>
30170 · AUTO OPERATION			
30181 · AUTO OPS - SUPPLIES / EQUIP	\$406.94	\$5,000.00	8.14%
30182 · AUTO OPS - FUEL	\$2,220.60	\$25,000.00	8.88%
30190 · AUTO REPAIR/MAINTENANCE	\$3,505.65	\$19,000.00	18.45%
<b>Total 30170 · AUTO OPERATION</b>	<b>\$6,133.19</b>	<b>\$49,000.00</b>	<b>12.52%</b>
30180 · POLICE AND FIRE			
30183 · FUND JAIL & PRISONER	\$13.79	\$1,000.00	1.38%
30184 · ACJIS SYSTEM POLICE	\$1,120.88	\$1,527.00	73.40%
301861 · FIRE SEASIDE	\$36,660.12	\$116,000.00	31.60%
30187 · ANIMAL REGULATION FIRE	\$465.50	\$2,500.00	18.62%
30180 · POLICE AND FIRE - Other	\$125.35		
<b>Total 30180 · POLICE AND FIRE</b>	<b>\$38,385.64</b>	<b>\$121,027.00</b>	<b>31.72%</b>
30200 · STREETS & STORM WATER			
30219 · S.M.I.P.		\$200.00	
30220 · SB 1473	\$11.40		
30230 · STREET LIGHTING	\$2,828.53	\$17,000.00	16.64%
30231 · STORM WATER PROJECT - PHASE1&2		\$5,500.00	
<b>Total 30200 · STREETS &amp; STORM WATER</b>	<b>\$2,839.93</b>	<b>\$22,700.00</b>	<b>12.51%</b>
60001 · AUTO LEASE PAYMENTS		\$20,000.00	
<b>Total Expenses</b>	<b>\$446,017.88</b>	<b>\$1,918,289.00</b>	<b>23.25%</b>
<b>Total Operation Revenue</b>	<b>\$446,017.88</b>		
<b>Less Total Operating Expenditures</b>	<b>\$473,317.31</b>		
<b>Total Operating Revenue Less Expenditures This Fiscal Year to Date</b>	<b>-\$27,299.43</b>		

**CITY OF DEL REY OAKS**  
**CASH FUNDS BALANCE REPORT**  
AS OF AUGUST 30, 2010

<b>CITY OF DEL REY OAKS</b>		
<b>CASH BALANCES AS OF AUGUST 30, 2010</b>		
	1000 · GENERAL CHECKING	\$53,627.79
	1008 · LAIF CITY - 246	\$512,540.36
	<b>Total City Checking/Savings</b>	<b>\$566,168.15</b>
<b>REDEVELOPMENT AGENCY</b>		
<b>CASH BALANCES AS OF AUGUST 30, 2010</b>		
	10-1001 · GENERAL CHECKING	\$7,855.38
	10-1003 · DUFFY EIR/CEQA CHECKING	\$23,718.07
	10-1002 · LAIF RDA ACCOUNT	\$21,338.13
	<b>Total RDA Checking/Savings</b>	<b>\$52,911.58</b>
	<b>GRAND TOTAL CASH BALANCES</b>	<b>\$619,079.73</b>

**CITY OF DEL REY OAKS**  
**FISCAL YEAR 2010-2011 CAPITAL OUTLAY BUDGET VS ACTUAL**  
**JULY 1, 2010 - JUNE 30, 2011**

		Actual Totals for 2010-2011	FY 2010-2011 Budget
<b>Other Income/Expense</b>			
<b>Other Income</b>			
	<b>4900 · CAPITAL OUTLAY FUND</b>		
	3625 · 2000 PARK BOND GRANT		
	3627 · 2002 Parks Resources Bond Act		99,255.00
	3720 · Portola/Carlton (Prop 1B) CIP		400,000.00
	3730 · Portola/Work Walkway (MPRPD)		12,500.00
	3740 · Stream Blockage (State)		
	3750 · Portola/Work Street (TAMC)		
	3760 · City Monument Sign Proceeds		
	<b>Total 4900 · CAPITAL OUTLAY FUND</b>		<b>511,755.00</b>
<b>Other Expense</b>			
	<b>50400 · CAPITAL OUTLAY</b>		
	50420 · MONUMENT SIGN		
	50430 · PORTOLA / CARLTON (PROP 1B)		400,000.00
	50440 · PORTOLA / WORK WALKWAY (MPRPD)		12,500.00
	50450 · 2000 PARKS BOND ACT		
	50460 · 2002 PARKS RESOURCES BOND ACT		99,255.00
	50470 · STREAM BLOCKAGE (STATE GRANT)		
	50480 · PORTOLA / WORK STREET (TAMC)		
	<b>Total 50400 · CAPITAL OUTLAY</b>		<b>511,755.00</b>



**FIRE DEPARTMENT**  
1635 Broadway Avenue  
Seaside, CA 93955

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

September 1, 2010

Chief Langford  
Del Rey Oaks City Hall  
650 Canyon Del Rey  
Del Rey Oaks, CA 93940

Dear Chief Langford:

Enclosed is a copy of the response reports for the Seaside Fire Department response to Del Rey Oaks for the period of August 1, 2010 thru August 31, 2010.

The City of Del Rey Oaks will be billed for the following incident numbers:

Incident #  
10-1419  
10-1468  
10-1484

There are a total of three fire calls for the month of August. If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Kathryn Pernet".

Kathryn Pernet  
Sr. Administrative Assistant

CC: File

Seaside Fire

Incident List by Alarm Date/Time

Alarm Date Between {08/01/2010} And {08/31/2010}  
and District = "029"

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
10-0001419-000	08/14/2010	21:57:00	828 PORTOLA DR /Del Rey O	321 EMS call, excluding vehicle
10-0001468-000	08/23/2010	05:50:00	41 LOS ENCINOS DR /Del Re	321 EMS call, excluding vehicle
10-0001484-000	08/25/2010	13:49:00	18 ALTA CIR /Del Rey Oaks	321 EMS call, excluding vehicle
Total Incident Count		3		



Del Rey Oaks Police Department  
 Monthly Report of Activity  
 AUGUST – 2010  
 Completed By: Ron Langford, COP

No Police Activity Report was produced for August 2009

**ARRESTS:**

Prior Year

<i>Felony Arrests</i>	00	
<i>Misdemeanor Arrests</i>	06	
<i>Warrant Arrests (OJ)</i>		
<b>TOTAL ARRESTS</b>	<b>06</b>	

**REPORTS FILED:**

<b>27</b>	
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**BURGLARIES:**

Prior Year

<i>Residential</i>		
<i>Commercial</i>		
<i>From Locked Vehicle</i>		
<i>Other</i>		
<b>TOTAL BURGLARIES</b>	<b>00</b>	

**GRAND & PETTY THEFTS:**

Prior Year

<i>Residential</i>		
<i>Commercial</i>		
<i>Shoplifting</i>	04	
<i>From Motor Vehicle</i>		
<i>Other</i>		
<b>TOTAL THEFTS</b>	<b>04</b>	

**CITATIONS ISSUED:**

Prior Year

<i>Traffic Citations Issued</i>	32	
<i>Parking Citations Issued</i>		
<i>Admin Citations Issued</i>		
<b>TOTAL CITATION ISSUED</b>	<b>32</b>	



Fire Units at Wild land Fire / Labor Day 2200 hours

**ASSAULTS:**

Prior Year

<i>Simple Assault</i>		
<i>Domestic Violence</i>		
<i>Weapon Involved</i>		
<b>TOTAL ASSAULTS</b>	<b>00</b>	

**TRAFFIC ACCIDENTS:**

Prior Year

<i>Non-Injury Accidents</i>	02	
<i>Injury Accidents</i>		
<b>TOTAL ACCIDENTS</b>	<b>02</b>	

**TOWED & STORED VEHICLES:**

Prior Year

<b>10</b>	
-----------	--

**ALARMS:**

Prior Year

<i>Residential</i>		
<i>Commercial</i>		
<b>TOTAL ALARMS</b>	<b>00</b>	

**DUI ENFORCEMENT:**

Prior Year

<b>01</b>	
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RESOLUTION NO. 2010-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS  
REVIEWING THE CITY'S CONFLICT OF INTEREST CODE AND  
FINDING THAT NO AMENDMENTS ARE REQUIRED

-o0o-

**WHEREAS**, the Political Reform Act, Government Code Section 81000 *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes;

**WHEREAS**, the California Fair Political Practices Commission has adopted a regulation, 2 Cal Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission, after public notice and hearings, to conform to amendments in the Political Reform Act;

**WHEREAS**, the City Council has previously adopted that conflict of interest code by reference, pursuant to Government Code Section 81000 *et seq.*, along with the attached Appendices A and B in which members and employees are designated and disclosure categories are set forth, as the "Conflict of Interest Code of the City of Del Rey Oaks" ("Conflict of Interest Code");

**WHEREAS**, pursuant to Government Code Sections 87306 and 87306.5, the Conflict of Interest Code has been reviewed by the City Attorney and the City Clerk and have recommended that no changes are necessitated as described therein.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Del Rey Oaks, as follows:

1. That the Council finds that no amendments to the Conflict of Interest Code are required.

2. That the Conflict of Interest Code, along with the attached Appendices A and B in which members and employees are designated and disclosure categories are set forth, does constitute the Conflict of Interest Code of the City of Del Rey Oaks.

3. That the Council hereby directs the City Clerk to, in succeeding even-numbered years, to review the Conflict of Interest Code to determine if any revisions are required. If revisions are required the necessary amendment shall be presented to the Council not later than October 1 of such year. If no revisions are required, the City Clerk shall submit a report to the Council stating that amendments to the Code are not required.

**PASSED AND ADOPTED** by the City Council of the City of Del Rey Oaks at a regular meeting duly held on September 28, 2010, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Jerry B. Edelen, Mayor

ATTEST:

---

Daniel Dawson, City Clerk

**CONFLICT OF INTEREST CODE  
OF THE  
CITY OF DEL REY OAKS**

1. Adoption by Incorporation. The Political Reform Act of 1974, Government Code §81000 *et seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission had adopted 2 California Code of Regulations §18730, which contains the terms of a standard model Conflict of interest Code, which may be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of regulations §18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the following Appendix A and Appendix B, in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Del Rey Oaks (“the City”).

2. Filing of Statements. Designated employees shall file their statements with the City which will make the statements available for public inspection and reproduction. (Government Code §81008). Statements for all designated employees will be retained by the City.

APPENDIX A

<u>Designated Position</u>	<u>Designated Category</u>
Redevelopment Agency Members	1
Consultant*	1

\* CONSULTANTS: Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements as described in Appendix B. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as set forth in this Resolution.

NOTE: City Council Members, the City Manager, City Attorney, Planning Commission Members and all City Officials (including employees and consultants) who manage public investments shall not be considered designated positions herein so long as those individuals are required to file Disclosure Statements pursuant to Government Code Section 87200 et seq. or successors thereto.

## APPENDIX B

### DISCLOSURE CATEGORIES

#### General Provisions.

When a member, officer, employee or consultant who holds a designated position is required to disclose investments and sources or income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business with the jurisdiction if it owns real property within the jurisdiction.

When a designated member, officer, employee or consultant who holds a designated position is required to disclose sources of income, he or she shall disclose gifts received from donors located inside as well as outside the jurisdiction.

When a designated member, officer, employee or consultant who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below, if it is located in whole, or in part, within or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by the City.

When a designated member, officer, employee or consultant who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in California, plan to do business in California, or have done business in California within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction is that area within the legal boundaries of the City of Del Rey Oaks.

#### Disclosure Category 1:

A member, officer, employee or consultant holding a position assigned to Disclosure Category 1 shall, in the manner described above, report:

- (a) All investments in business entities and sources of income in the jurisdiction;
- (b) Interests in real property in the jurisdiction which were acquired by, leased or otherwise used by the City of Del Rey Oaks.
- (c) His or her status as director, officer, partner, trustee, employee or holder of a management position in any business entity within the jurisdiction.

**RETROACTIVE THREE YEAR COOPERATION AND REPAYMENT AGREEMENT**  
**DEL REY OAKS REDEVELOPMENT AGENCY FORMER FORT ORD PROJECT**  
**AREA FISCAL YEAR 2007-08, 2008-09, & 2009-10**

This Agreement is made and entered into, by and between the City of Del Rey Oaks and the Redevelopment Agency of the City of Del Rey Oaks (hereinafter referred to as "Agency") and the City of Del Rey Oaks, a municipal corporation ("City" hereinafter) effective July 1, 2007.

**A. RECITALS:**

- (i) California Health and Safety Code Section 33126(b) provide, in pertinent part, that "(a)n agency may contract with... any other agency, for the furnishing be the ...agency, of any necessary staff service associated with of required by redevelopment and which could be performed by the staff of an agency."
- (ii) California Health and Safety Code Section 33127 provides, in pertinent part, that an agency may "obtain, hire, purchase, rent office space, equipment, supplies or insurance, or services."
- (iii) City has administrative personnel and necessary facilities required for the operation of Agency.
- (iv) Agency desires to utilize City's personnel and facilities in order to more effectively control Agency's costs of the administration of Agency's redevelopment activities.

**B. AGREEMENT:**

**NOW THEREFORE, the parties hereto agree as follows:**

1. City shall provide to Agency the services of the City's City Manager and other personnel on an as-needed basis to perform services on behalf of Agency with respect to its Former Fort Ord for fiscal years, 2007-08, 2008-09, 2009-10.

Furthermore, City shall provide all facilities and utilities required, including telephone facilities, with respect to Agency's redevelopment operations. Agency shall pay to the City the value of the above-reference service established in accordance with generally accepted municipal accounting practices on a monthly basis during the course of fiscal years 2007-08, 2008-09, 2009-10.

2. In consideration of the services and facilities to be provided to Agency pursuant to this Agreement, Agency agrees to pay to the City, as soon as is practicable from available tax increment funds, the total sum of each fiscal year; 2007-08, 2008-09, 2009-2010, as set forth in Exhibit A, attached hereto and incorporated herein by reference, with interest thereon at the rate of 12% per annum from the date of City's advance of service referred to hereinabove or any higher rate of rates permitted under California law from time to time from the effective date of legislation permitting the payment of such higher rate or rates. City shall invoice Agency monthly, reflecting all charges attributable to Agency for fiscal years 2007-08, 2008-09, 2009-10, including any interest accrued thereon. Any obligation of Agency to make payments hereunder from tax increment or any other funds shall be subordinate to any obligation to use such funds to service any bonds heretofore or herein after issued by Agency with respect to redevelopment activities which may occur in Agency's Former Fort Ord Project Area.
  
3. The Agreement shall supersede any prior agreement between the parties hereto dealing with the subject matter of this Agreement.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year set forth below opposite the name of such party.

CITY OF DEL REY OAKS A MUNICIPAL CORPORATION

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk

CITY OF DEL REY OAKS REDEVELOPEMENT AGENCY

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary

Approved as to Form: \_\_\_\_\_  
City Attorney

**2010-11 COOPERATION AND REPAYMENT AGREEMENT DEL REY OAKS**  
**REDEVELOPMENT AGENCY FORMER FORT ORD PROJECT AREA**

This Agreement is made and entered into, by and between the City of Del Rey Oaks and the Redevelopment Agency of the City of Del Rey Oaks (hereinafter referred to as "Agency") and the City of Del Rey Oaks, a municipal corporation ("City" hereinafter) effective July 1, 2010.

**A. RECITALS:**

- (i) California Health and Safety Code Section 33126(b) provide, in pertinent part, that "(a)n agency may contract with... any other agency, for the furnishing be the ...agency, of any necessary staff service associated with of required by redevelopment and which could be performed by the staff of an agency."
- (ii) California Health and Safety Code Section 33127 provides, in pertinent part, that an agency may "obtain, hire, purchase, rent office space, equipment, supplies or insurance, or services."
- (iii) City has administrative personnel and necessary facilities required for the operation of Agency.
- (iv) Agency desires to utilize City's personnel and facilities in order to more effectively control Agency's costs of the administration of Agency's redevelopment activities.

**B. AGREEMENT:**

**NOW THEREFORE, the parties hereto agree as follows:**

1. City shall provide to Agency the services of the City's City Manager and other personnel on an as-needed basis to perform services on behalf of Agency with respect to its Former Fort Ord for fiscal years, 2010-2011.

Furthermore, City shall provide all facilities and utilities required, including telephone facilities, with respect to Agency's redevelopment operations. Agency shall pay to the City the value of the above-reference service established in accordance with generally accepted municipal accounting practices on a monthly basis during the course of fiscal years 2010-11.

2. In consideration of the services and facilities to be provided to Agency pursuant to this Agreement, Agency agrees to pay to the City, as soon as is practicable from available tax increment funds, the total sum of each fiscal year; 2010-11 as set forth in Exhibit A, attached hereto and incorporated herein by reference, with interest thereon at the rate of 12% per annum from the date of City's advance of service referred to hereinabove or any higher rate of rates permitted under California law from time to time from the effective date of legislation permitting the payment of such higher rate or rates. City shall invoice Agency monthly, reflecting all charges attributable to Agency for fiscal years 2010-11, including any interest accrued thereon. Any obligation of Agency to make payments hereunder from tax increment or any other funds shall be subordinate to any obligation to use such funds to service any bonds heretofore or herein after issued by Agency with respect to redevelopment activities which may occur in Agency's Former Fort Ord Project Area.
  
3. The Agreement shall supersede any prior agreement between the parties hereto dealing with the subject matter of this Agreement.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year set forth below opposite the name of such party.

CITY OF DEL REY OAKS A MUNICIPAL CORPORATION

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk

CITY OF DEL REY OAKS REDEVELOPEMENT AGENCY

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary

Approved as to Form: \_\_\_\_\_  
City Attorney

EXHIBIT A

**REIMBURSEMENT FOR ADMINISTRATIVE SERVICES FOR  
REDEVELOPMENT AGENCY BY CITY**

Fiscal Year 2010-11

Management Services	\$99,000.00
Personnel & Management Support	<u>\$89,210.00</u>
Total:	\$188,210.00

## MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>DRAFT</b>	<b>AGENDA NO:</b>
<b>SUBJECT:</b>	Approve and authorize the Contracts / Purchasing Officer to sign the Agreement for the Sharing of Costs for a Telephone Emergency Notification System (TENS).	
<b>DEPARTMENT:</b>	Emergency Communications	

### **RECOMMENDATIONS:**

It is recommended that the Board of Supervisors:

Approve and authorize the Contracts / Purchasing Officer to sign the Agreement for the Sharing of Costs for a Telephone Emergency Notification System (TENS).

### **SUMMARY / DISCUSSION:**

In 2008, during the Basin Complex Fire State of Emergency, the Board of Supervisors authorized the purchase of a Telephone Emergency Notification System (TENS) used to deliver public health and safety information via telephone and personal communications devices. A significant portion of that purchase was paid for by a grant from the California Office of Homeland Security. During the period July 2008 through June 2009, that system has been used to provide a number of notifications to Monterey County Residents including: residents affected by wildfires including the Basin Complex Fire and the Gloria Fire; flash flood warnings from the National Weather Service to residents in the burn area; information regarding the Dayton Hazmat event after an explosion at a paint factory; missing person alerts including at risk elderly and juveniles; alerting neighbors of SWAT type actions, and messages to residents surrounding areas where a homicide or shooting occurred seeking information from witnesses.

During the last two years the system was restricted by terms of the grant to emergency notifications only. Now that the grant period has expired, all participating agencies can use the system for non-emergency notifications such as community meetings, special events, road closures or traffic problems due to events or road work, and safety messages to the public. Operation of the system will continue to be governed by the ECUAC, who will review and oversee usage and make necessary policies, procedures and guidelines for use by all participating agencies. Policies will continue to prohibit system use for political or commercial messages.

Vendor enhancements to the system, described in Attachment 4, will soon further improve the user interface and public sign-up page, making it easier for County and City staff to quickly get messages out to their residents via email and text as well as telephone calls. The real benefit of the system, however, continues to be its potential to quickly provide urgent emergency alerts to large numbers of people. The system proved its value during wildfires – and subsequent flash flood warnings in the burn area. The potential for earthquake, tsunami, major winter storms, flooding, or an event such as the gas line explosion in San Bruno, are the type of events the system was designed to handle. Greater use of the system for local non-emergency and small emergency or urgent events will insure that when a major event occurs, the Agencies and the public will be well prepared to send and receive the necessary emergency action alerts.

During the last two years, Emergency Communications has been working on a coordinated public information campaign including a public outreach event in conjunction with the Winter Storm Briefing to encourage Monterey County residents to register their cell phone numbers and e-mail addresses via a link on the County and each city's websites. As a part of this project, a website was developed and donations were obtained to cover costs of the outreach effort. Phase

3 of this effort will be a coordinated campaign with the Cities to further publicize the need to sign up to receive alerts.

**OTHER AGENCY INVOLVEMENT:**

It is anticipated that all cities in the County will participate in the system and the Emergency Communications Users Advisory Council (ECUAC) will serve as the lead agency, establishing policies and standard operating procedures for system use. All participating agencies are paying for a share of system costs based on their City's population. The County's share of cost is based on population in unincorporated areas. Note that the system provides for unlimited use, by any and all User Agencies. Therefore the contract price covers all collective use regardless of number of times used, number of calls made or completed, etc. The Office of Emergency Services and Emergency Communications Department work cooperatively to administer this system.

**FINANCING:**

At the time the system was implemented, the Cities agreed to share in the costs of the system via a letter of intent. Due to the Basin Complex Fires and the need to begin using the system immediately, the project was advanced prior to the execution of formal agreement with the stakeholders. The agreement before the Board for approval formalizes the cost sharing agreement.

This Agreement caps the costs at \$300,000 per year based on approval of the Emergency Communications Users Advisory Council (ECUAC). This was based on the annual cost of the system in 2009 / 2010 of \$244,728 plus \$10,000 for public outreach. This year, the Department successfully negotiated a vendor cost for the system of \$188,156, a reduction of nearly 23%.

The costs of this system were budgeted in the Fiscal Year 2010 / 2011 budget for the Emergency Communications Department. Approval of this action will confirm the participation of outside agencies.

Prepared by:

Approved by:

\_\_\_\_\_  
DeAnna Hilbrants  
Administrative Manager  
769-8883

\_\_\_\_\_  
Lynn Diebold  
Director of Emergency Communications  
759-8880

Date: September 13, 2010

Attachments:

- 1) Vendor Enhancements and Usage Statistics
- 2) Agreement for Sharing Costs for Telephone Emergency Notification System
- 3) 21<sup>st</sup> Century Communications Agreement with Amendment One for 2009-10
- 4) 21<sup>st</sup> Century Agreement, Amendment Two with New Pricing for 2010-11

## TENS COUNCIL REPORT

### VENDOR ENHANCEMENTS AND USAGE STATISTICS

Vendor enhancements to the system, described below, will soon further improve the user interface and public sign-up page, making it easier for County and City staff to quickly get messages out to their residents via email and text as well as telephone calls. The real benefit of the system, however, continues to be its potential to quickly provide urgent emergency alerts to large numbers of people. The system proved its value during wildfires – and subsequent flash flood warnings in the burn area. The potential for earthquake, tsunami, major winter storms, flooding, or an event such as the gas line explosion in San Bruno, are the type of events the system was designed to handle. Greater use of the system for local non-emergency and small emergency or urgent events will insure that when a major event occurs, the Agencies and the public will be well prepared to send and receive the necessary emergency action alerts.

#### 2010 Enhancements by Vendor, 21<sup>st</sup> Century Communications:

- Improved user interface, making it possible to create and launch a message ‘campaign’ from one page on the vendor’s website. Status – complete.
- Improved public sign-up page, allowing public to select “emergency notifications only” or opt-in to receive all alerts affecting their area, and to sign up once with up to 5 addresses and multiple means of contact. Status – Pilot test in progress; target for completion in Monterey County by the end of December, 2010.
- Vendor now offers webinar training to new users on an ongoing basis.
- Vendor has begun offering other training/lessons learned via webinar or documents.

There is no charge to existing customers when the vendor upgrades their system, interfaces, etc. During the two plus years of the County’s relationship with 21<sup>st</sup> Century Communications, such enhancements, including new functionality, have been made available to all system users at least once a year, at no cost. Custom programming is charged at the rate shown in the agreement, but we have never found the need to request custom work.

#### System Usage Stats July 2008 – June 2010:

The system was used 150 times during this two year period, in roughly three equal amounts. About 50 non-public messages were created and sent to pre-determined contact lists for training, notifications to EOC teams, and emergency practice drills. About 50 public alert messages were sent during and after the Basin Complex, Chalk and Copperhead fires to prepare for possible evacuation, for mandatory evacuation orders, and to notify burn area residents of flash flood watch messages during winter storms. The final 50 messages were actual public alerts requested by City or County agencies for missing persons (3 events, 5 messages sent); Dayton Hazardous Materials incident; a few SWAT-type (police action) incidents in which neighbors were notified of the incident and instructed to stay inside their home with doors locked, etc. – followed by an all clear message; mountain lion sightings; a freeze warning; Fort Ord burn/smoke notice; crime alerts with request for witnesses to contact the anonymous tip line (King City and Salinas); Carmel River Lagoon flood warning.

The largest audiences reached with a single message were 57,126 calls completed in County, Seaside, Marina (Ft. Ord burn), and 41,899 calls completed in Salinas regarding the 2009 National Night Out Police Department–Community event.

#### Public Sign-Ups and Public Outreach

As of March 2010, we had 1253 individuals signed up to receive emergency alerts. In early 2011, a new coordinated public outreach campaign will be launched with information on City websites/newsletters, re-circulation of the already completed video PSAs (in English and Spanish), an MST bus sign campaign, and outreach through MCBC and industry groups to businesses.

**AGREEMENT  
FOR THE SHARING OF COSTS FOR A TELEPHONE EMERGENCY  
NOTIFICATION SYSTEM (TENS)**

THIS AGREEMENT is made and entered into as of the first day of July 2010, by and between the County of Monterey, a political subdivision of the State of California (hereinafter the "County") and the following cities and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

City of Carmel-By-The-Sea  
City of Del Rey Oaks  
City of Gonzales  
City of Greenfield  
City of King  
City of Marina  
City of Monterey  
City of Pacific Grove  
City of Salinas  
City of Sand  
City of Seaside  
City of Soledad  
California State University, Monterey Bay

**RECITALS:**

**WHEREAS**, in 2008, the County of Monterey was awarded a grant from the State of California Office of Homeland Security to purchase and install a Telephone Emergency Notification System (TENS);

**WHEREAS**, Agencies participating in the Agreement for Emergency Communications Dispatch Services (9-1-1 Service Agreement) worked collaboratively to identify and procure a TENS System;

**WHEREAS**, in order to expedite implementation of the TENS system to improve communications during the summer of 2008 Basin Complex fires, the County advanced the project prior to execution of formal agreements with the stakeholders, and Agencies covered first year costs under the informal letters of commitment submitted with the grant application;

**WHEREAS**, the grant period was a two year term that expired at the end of FY 2009-10. Total grant funds of \$186,000 were expended in year one. Second year costs of \$285,444 will be billed in arrears in July 2010, as per the budget estimates for 911 Dispatch and related communications costs;

**WHEREAS**, the County and the Agencies recognize such services are best managed as a consolidated consortium via the Emergency Communications Users Advisory Council (ECUAC) or a successor JPA;

**WHEREAS**, the County and the Agencies established a public outreach campaign titled Alert Monterey County and website [www.AlertMontereyCounty.org](http://www.AlertMontereyCounty.org) ; and

**WHEREAS**, this Agreement is intended to establish a cost sharing basis for the continuing operation and maintenance of the TENS system, AlertMontereyCounty and associated costs.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. COUNTY'S OBLIGATION**

- A The County shall coordinate, administer, and maintain the Telephone Emergency Notification System (TENS) and AlertMontereyCounty for the benefit of all Agencies through the Emergency Communications Department (hereinafter the "Department").
- B The County, through the ECUAC, shall develop by-laws and standard operating procedures for use of the system including a process for training agencies to manage their own use of the system.
- C The Department shall continue to seek grant opportunities and make application for grant and other external sources of funds on behalf of the participating agencies and utilize any such funds received to proportionately offset all participating agency's portion of the project expense.

**2. AGENCY'S OBLIGATION**

- A The Agencies shall assist in governing, through the ECUAC, maintaining, operating, and communicating with their local residents about the TENS system and AlertMontereyCounty.
- B The Agencies shall provide technical and operational input necessary for effective design and use of the TENS system and AlertMontereyCounty to meet their individual and collective needs for such system.
- C The Agencies shall undertake efforts to market the system and assist in seeking or supporting the acquisition of external funding (grants, earmarks, etc.).

**3. COST SHARING PLAN AND PAYMENT PROVISIONS**

- A In consideration of the foregoing, each Agency will pay the County on an annual basis an amount derived by the formula below based on the costs for services provided in the prior fiscal year ("Billing Year"). The payment shall be due ("Due Date") 60 (sixty) days after the billing date. County shall bill the Agency no later than July 31<sup>st</sup> of each year for the prior fiscal year.
- B The formula to determine costs is as follows  
Formula Definitions:

<b>A</b>	Resident Population of Agency (Source: for county and cities, "State of California Department of Finance Data" for the billing year.) Note: first two years costs shall use January 1, 2008 population figures from DOF as per ECUAC approved initial agreement.
<b>B</b>	Total population of the County of Monterey (Source: for county and cities, "State of California Department of Finance Data" for the billing year.)
<b>C</b>	Share-Of-Cost

Contract Cost Allocation Formula:

$$(1) \quad \frac{A}{B} = C$$

- C The Share-Of-Cost is applied to costs for the TENS System vendor contract, AlertMontereyCounty.org website maintenance, and any related costs approved by the ECUAC and incurred by the Department during the billing year. The result shall be an invoice payable to the County in accordance with guidelines herein.
- D Total cost to all participating agencies for the support of the project is capped at \$300,000 per fiscal year. This cap cannot be exceeded without a super-majority approval of the governing body.
- E In addition to the foregoing formula, the ECUAC may, with approval of the Emergency Communications Policy Advisory Council and at its own discretion, augment the formula on a pro rata basis to include provisions of special funding to support additional services such as a public outreach campaign.
- F The ECUAC may levy one-time fees for new member Agencies to join the consortium and participate in the use of the system under the County contract.
- G The ECUAC may choose to select other source documents to replace those defined in the Formula Definitions above if the new documents provide more accurate information.
- H The Department shall bill each agency on an individual basis.
- I Delinquency. If an Agency does not pay its annual fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A delinquency fee in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Agency. The delinquency fee shall be applied to the amount owed (including any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full.

**4. ADDITIONAL PARTICIPANTS**

As permitted by the vendor contract, the ECUAC may approve by a majority vote other agencies joining the project on a case-by-case basis after the execution of this agreement.

The cost basis for additional participants joining the project after the execution of this agreement shall be established by the same method(s) as it was for the member Agencies. Additional participants desiring to join the project shall be required to execute this Agreement, and any successor agreements, and make a financial commitment and payments to the project which shall offset the existing member Agencies cost basis in the same manner as other external fund contributions.

**5. TERM OF THE AGREEMENT**

A The initial term of this Agreement shall be for two years commencing July 1, 2010, covering the operational period of July 1, 2009 through June 30, 2011, unless sooner terminated as provided herein.

B Following completion of the initial two-year operational term, this Agreement shall automatically be renewed for successive periods of one year, unless an agency notifies the County of its intention to withdraw. Such notice shall be in writing, mailed or delivered to the County no later than ninety (90) days prior to July 1 of the then current year and the withdrawal shall become effective on July 1<sup>st</sup> one year from that date unless otherwise agreed to by the County, the Emergency Communications Policy Advisory Council, and the withdrawing Agency.

**6. SEVERABILITY**

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

**7. INDEMNIFICATION**

Each Agency shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "County's performance" includes County's action or inaction and the action or inaction of County's officers, employees, agents and subcontractors.

The County shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to

any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the County's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

**8. INSURANCE**

A Without limiting Agency's or County's duty to indemnify, all Agencies and the County shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance with the following minimum limits of liability:

1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. Worker's Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.

B In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

**9. GENERAL PROVISIONS**

A Project Governance. The Emergency Communications Users Advisory Council shall govern the TENS System and AlertMontereyCounty. By a majority vote at a meeting at which a quorum of the represented voting agencies is present the project may be terminated and/or reconstituted as directed by the approved motion.

B Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

C Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms

and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

- D Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the agreement will remain valid for those agencies which execute the agreement and the costs sharing formula shall be modified to share costs proportionately between the remaining agencies as defined in Section 3 above.
- K Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
- M Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated with the signatures below.

THIS SECTION INTENTIONALLY LEFT BLANK

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

COUNTY OF MONTEREY:
By: _____ CONTRACTS / PURCHASING OFFICER
Date:
APPROVED AS TO FORM:
By: _____ TRACI KIRKBRIDE, Deputy County Counsel
Date:
APPROVED AS TO CONTENT:
By: _____ LYNN DIEBOLD, Director of Emergency Communications
Date:
APPROVED AS TO FISCAL PROVISIONS:
By: _____ Auditor-Controller
Date:
APPROVED AS TO INSURANCE PROVISIONS:
By: _____ Risk Management
Date:

<p>CITY OF CARMEL-BY-THE-SEA</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <hr/> <p>Name</p> <hr/> <p>Address</p> <hr/> <p>City                      State                      Zip</p>	<p>CITY OF DEL REY OAKS</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <hr/> <p>Name</p> <hr/> <p>Address</p> <hr/> <p>City                      State                      Zip</p>
<p>CITY OF GONZALES</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <hr/> <p>Name</p> <hr/> <p>Address</p> <hr/> <p>City                      State                      Zip</p>	<p>CITY OF GREENFIELD</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <hr/> <p>Name</p> <hr/> <p>Address</p> <hr/> <p>City                      State                      Zip</p>

<p>CITY OF KING CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>	<p>CITY OF MARINA</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>
<p>CITY OF MONTEREY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>	<p>CITY OF PACIFIC GROVE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>

**COST SHARING AGREEMENT FOR TENS SYSTEM**

<p>CITY OF SALINAS</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>	<p>CITY OF SAND</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>
<p>CITY OF SEASIDE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>	<p>CITY OF SOLEDAD</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Notices shall be sent to:</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City                      State                      Zip</p>

**COST SHARING AGREEMENT FOR TENS SYSTEM**

CALIFORNIA STATE UNIVERSITY,  
MONTEREY BAY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Notices shall be sent to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

State

Zip

**EXHIBIT A – SAMPLE COST SHARE**

**Based on Total System Costs of \$260,000 budgeted for FY 2009-10 and State DOF population counts as of 1/1/2008, as per ECUAC direction for the first two year term. Amounts will change based on actual system costs for each Fiscal Year and population counts for each calendar year. FY 2010-11 estimated cost share column is based on the actual vendor cost reduction negotiated for this fiscal year, using 2008 population figures; actual population will vary.**

City	TENS Estimate for County and Cities			2010 - 2011 Estimated TENS Cost
	Population 1/1/08	Percent of Total	2009 - 2010 Budgeted TENS Cost	
Carmel-By-The-Sea	4,049	0.94%	\$2,456.52	\$1,777.73
Del Rey Oaks	1,627	0.38%	\$987.10	\$714.34
Gonzales	8,803	2.05%	\$5,340.77	\$3,864.99
Greenfield	17,316	4.04%	\$10,505.59	\$7,602.65
King City	11,852	2.77%	\$7,190.59	\$5,203.66
Marina	19,171	4.47%	\$11,631.02	\$8,417.10
Monterey	29,322	6.84%	\$17,789.61	\$12,873.93
Pacific Grove	15,472	3.61%	\$9,386.84	\$6,793.04
Salinas	150,898	35.21%	\$91,549.58	\$66,252.32
Sand City	298	0.07%	\$180.80	\$130.84
Seaside	34,194	7.98%	\$20,745.45	\$15,013.00
Soledad	27,905	6.51%	\$16,929.92	\$12,251.79
County (unincorporated population)	107,642	25.12%	\$65,306.23	\$47,260.61
<b>TOTAL for Cities and County</b>	<b>428,549</b>	<b>100.00%</b>	<b>\$260,000.00</b>	<b>\$188,156.00</b>

**Sample Cost Share for Other Agencies such as CSUMB shall be assessed by determination of the Governing Body. The share of costs paid by other agencies shall reduce the costs for other agencies before the population formula is applied.** Because the population of CSUMB is largely duplicated, a cost share of \$6,000 for 2009 – 2010 was established roughly based on CSUMB population. **The share of costs paid by such “Other Agencies” shall reduce the costs for agencies above before the population formula is applied.**

Agency	Population 1/1/08	Percent of Total	2009 - 2010 Budgeted TENS Cost	2010 - 2011 Estimated TENS Cost
CSUMB			\$6,000	\$4,620

**COST SHARING AGREEMENT FOR TENS SYSTEM**

AMENDMENT NUMBER ONE  
TO  
COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

~~THIS AMENDMENT NUMBER ONE to the County of Monterey Agreement for Professional Services dated July 8, 2009 (the "Agreement") by, and between County of Monterey ("County") and Twenty First Century Crisis Communications, LLC ("CONTRACTOR"):~~

WHEREAS, on July 8, 2008, the parties hereto entered into an one year Agreement for Universal Crisis Communications System services; and

WHEREAS, the County has determined that there is a continuing need for the services,

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree to amend this agreement as follows.

1. Under 3. TERM OF AGREEMENT., delete "July 8, 2008 to July 7, 2009" and replace with "July 8, 2009 to July 7, 2012".
2. Under Exhibit A, MAPPING COSTS, delete the word "Quarterly" geocoding and replace with "Monthly" in the first sentence.
3. All other terms and conditions shall remain in full force and effect during the extended term.

This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Amendment shall be binding unless it is in writing and signed by both parties.

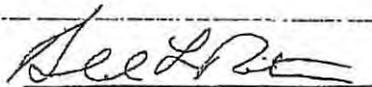
ACCEPTED BY:

COUNTY OF MONTEREY



Date: 7/15/09

TWENTY FIRST CENTURY COMMUNICATIONS, LLC

  
Gerald L. Robertson COO/CFO

Date: 7/16/09

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Twenty First Century Crisis Communications, LLC, a wholly owned subsidiary of Twenty First Century Communications Inc., (hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:  
Contractor to provide Universal Crisis Communication System services which is a hosted telephone emergency notification system for countywide use throughout Monterey County, for delivery of public health and safety information via telephone and personal communications devices

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$250,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 8, 2008 to July 7, 2009, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Crisis Communication System Proposal Prepared for Monterey County July 2008

5. **PERFORMANCE STANDARDS:**

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

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

\*Approved by County Board of Supervisors on July 8, 2008.

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

#### 6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

#### 7. TERMINATION.

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

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

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9 LIABILITY. The CONTRACTOR'S total liability under this contract shall not exceed ten million dollars (\$10,000,000) for claims under general liability, and two million dollars (\$2,000,000) for claims arising from errors and omissions.

## 10. INSURANCE.

### 10.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies regarding all applicable terms, conditions and limits applicable to the County's rights and remedies under the policy.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 10.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

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

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim

and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

#### 10.04 Other Insurance Requirements.

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

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

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

insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 11. RECORDS AND CONFIDENTIALITY.

11.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall ~~comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information.~~ CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

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

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

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

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

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

primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
14. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Phil Yenovkian, Emergency Services Planner	Stephanie Dailey, Contract Administrator
Name and Title	Name and Title
1322 Natividad Road, Salinas, CA 93906	750 Communications Parkway Columbus, Ohio 43214
Address	Address
831-796-1904	614-442-1215 ext. 316
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

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

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

- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 16.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

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

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

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]  
Purchasing Manager

Date: 7-16-08

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: Ellen M Jahn  
County Counsel

Date: 7/11/08

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 7/11/08

Approved as to Liability Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Twenty First Century Crisis  
Communications, LLC

Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or  
Vice-President)\*

Vice President  
Name and Title

Date: 7/10/08

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*  
Gerald L. Robertson, COO/CFO

Name and Title

Date: July 10, 2008

County Board of Supervisors' Agreement Number: \_\_\_\_\_

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

EXHIBIT A

UNIVERSAL CRISIS COMMUNICATIONS SYSTEM

Twenty First Century Crisis Communications, LLC  
("Provider")  
750 Communications Parkway  
Columbus, OH USA 43214

Monterey County OES  
("Client")  
1322 Natividad Rd.  
Salinas, GA 93906

Effective Date: July 8, 2008

Twenty First Century Crisis Communications, LLC is a wholly owned subsidiary of Twenty First Century Communications, Inc. hereinafter referred to as Twenty First Century Crisis Communications, LLC (TFCCC).

SERVICES:

All features and services described in Exhibit B, "Crisis Communication System (CRISCOM) Proposal Prepared for Monterey County, CA July 2008", such as;

1. A system designed to support an unlimited number of message initiators. (A message initiator holds a unique code identification and is one for whom separate usage records are maintained).
2. A system providing outdial functionality.
3. Web activation, control and monitoring.
4. Notification can be by phone, fax, pager or e-mail.
5. 24/7 Help Desk support.
6. Text-to-Speech capabilities.
7. Training and support as required.

COST:

The cost for TFCCC's Universal Crisis Communications System is \$244,728 annually with a one year agreement. The annual fee includes unlimited usage.

Out-of-pocket expenses related to the installation and maintenance of the TFCCC's Universal Crisis Communications System program, such as travel if necessary, are billed as incurred and invoiced at actual cost. Expenses typically do not exceed 10% of installation and monthly maintenance fees. Such expenses or other fees not included in annual system cost or usage and notification charges described below, shall be approved by Client prior to Provider incurring such expense.

TERM OF AGREEMENT:

After the initial one year term, this Agreement shall automatically renew for successive one (1) year periods. The contract period begins the "Effective Date" indicated above. Annual unlimited system usage and maintenance fee for the second and subsequent years will be adjusted upward from the prior year by the Consumer Price Index (CPI).

Termination of agreement is covered in Section 7 of the Professional Services Agreement, to which this Exhibit is attached.

PAYMENT PROVISIONS:

With the use of Monterey County supplied GIS mapping data, installation and set up costs are included in the annual fee. The annual fee will be invoiced upon execution of the Agreement with payment due in 30 days.

Any expense incurred for work requested by Client shall be invoiced upon Client sign off of satisfactory completion, and is due and payable 30 days after receipt of invoice.

**ADDITIONAL PROGRAMMING:**

Programming charges are provided on a per-project basis at the rate of \$176 per hour. Such charges are for additional custom work requested by the Client; and require a written Scope of Work and Client approval of estimated hours to complete, prior to commencement of work by Provider.

**MAPPING COSTS:**

Quarterly geo-coding is included in annual fee. Any additional geo-coding updates will be billed at the rate of \$109 per hour. This work is required to integrate each new version of Telephone Company and/or Client provided 911 data file(s) with County's base GIS data.

One (1) annual mapping update is included in the annual recurring charge.

Mapping Updates shall be billed at the following rates:

County updates shall be billed at the rate of \$973 per county. This charge represents the cost to purchase a commercially available GIS data set for Monterey County; and does not apply to data supplied to TFCCC by Monterey County.

Annual TFCCC profile database hosting fee for records in excess of 10,000 records are billed at the rate of \$0.005 per record. This fee pertains to database records entered by Monterey County and/or its authorized users for County and City employees for whom contact records are created.

**USAGE AND NOTIFICATION CHARGES:**

Unless specified otherwise, all LEC or carrier advanced network features will be passed through at cost, if applicable.

Usage charges do not include Advanced Network charges, if applicable. Payments later than 30 days, will be assessed a penalty of 1.5% per month.

Client must notify Provider of any disputed charges within nine (9) months from the date of invoice, otherwise Client will be deemed to agree to such charges, will be precluded from disputing such charges, and Provider will not be subject to making any adjustments to such charges or invoices.

**POINT OF CONTACT:**

The following shall be designated as the Point of Contact (POC) for the respective companies:

For Twenty First Century Crisis Communications, LLC  
Alison Johnson (614) 442-1215

For Monterey County OES  
Phil Yenovkian, for contract issues (831) 796-1904

For Monterey County Emergency Communications  
Lynn Diebold, for operational issues (831) 769-8880

Communications Solutions  
Relentless Reliability

**Crisis Communication System  
(CRISCOM)**

Proposal Prepared For  
Monterey County, CA

July 2008

750 Communications Parkway  
Columbus, Ohio 43214  
800.382.8356  
614.442.1215



**Confidentiality Statement**

The contents of this proposal are intended solely for the use by Monterey County, CA. The material and information contained in this document are the proprietary and confidential property of Twenty First Century Communications, Inc. Unauthorized reproduction of this document or the information contained therein is subject to possible criminal and civil action.

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July 7, 2008  
Mr. Philip J. Yenovkian  
Monterey County Office of Emergency Services  
168 West Alisal St.  
Salinas, CA 93901

**Re: Crisis Communication System Proposal**

Dear Mr. Phil,

Please accept this proposal for Twenty First Century's Crisis Communication System (CRISCOM). While you have several options before you, we would like you to consider the best system available - one that cannot be equaled by any other system in the market. Please take a moment to look through our proposal and you will soon see why Twenty First Century Crisis Communications is without peer and the vastly superior solution for the emergency communication needs of Monterey County.

I will be in contact with you shortly to answer questions you may have. In the interim please feel free to contact me at 614.442.1215, extension 233.

Sincerely,



Alison Johnson

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## Executive Summary

Twenty First Century is the national leader in emergency notifications, serving diverse mission-critical clients since 1989. Twenty First Century provides a sophisticated suite of web-based, vendor-hosted emergency communication services supporting Public Safety and Disaster Response.

Twenty First Century's Crisis Communication System (CRISCOM) is a state-of-the-art, comprehensive, notification system designed to deliver high-speed, high-volume, targeted messages to select groups or geographic areas.

CRISCOM is operational and supported 24/7/365 by technicians at Twenty First Century's Network Operations Center. The system runs on a massive, redundant, geo-dispersed telecommunications platform. TFCCC's platform is co-located with the major long distance telephone carriers' points of presence (POP) sites throughout the United States.

This fully hosted emergency notification system is accessible from any location with Internet access, through a simple User Interface website. CRISCOM is built to be operated fully by the client without vendor intervention, but if needed, a toll-free Help Desk is always available.

All client information is securely stored on TFCCC's servers and is always available to clients' authorized users. If the Internet is down, clients can call the Help Desk, which is staffed around the clock by technical personnel who are qualified to access and activate CRISCOM on the client's behalf.

CRISCOM includes extensive GIS-mapping capability for geo-targeted public alerting. Its robust reporting features include automatic, real-time online Call Detail Reports as well as custom reports and queries. TFCCC's system is backed by the Oracle database platform, which has virtually unlimited capacity for storage of data of all types (contacts, call groups, map data, reports, etc.). CRISCOM comes with included periodic data uploads, as well as a means for clients to access and modify their data at their convenience.

CRISCOM is designed for public alerting applications as well as for internal uses such as staff notification, interdepartmental communications, continuity of operations, and responder mobilization.

Twenty First Century will provide a public-facing website in order for citizens to specify alternate calling preferences, such as cell phone, VoIP, or Telecommunications Device for the Deaf (TDD), allowing the client to notify its audience in the preferred manner.

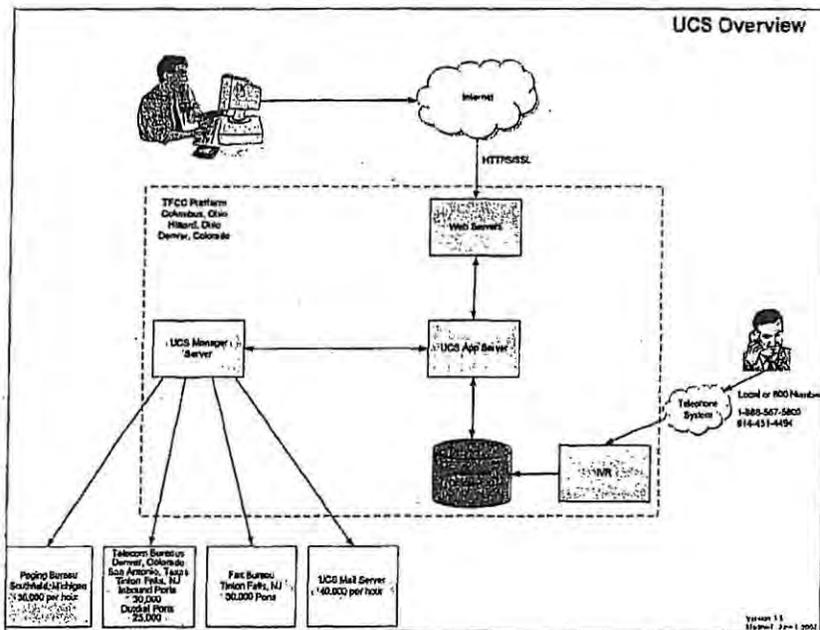
In addition, Twenty First Century works with clients' local telephone carriers to ensure that their call traffic does not overload local infrastructure. It is TFCCC's policy to provide new clients with a system test of 10% of the contact population, as an exercise, as well as for public outreach and education.

## Company Qualifications

A leader in hosted crisis communication services, Twenty First Century has more than 19 years experience in providing high volume call response and emergency notification services. Located in Columbus, Ohio, Twenty First Century provides a variety of customized, remotely run notification and call-handling services to utilities, government agencies, public safety entities, private businesses and other organizations, using the industry's largest and most reliable telecommunications network today.

### Largest and Fastest Telecom in North America

CRISCOM makes available on demand the largest and fastest outbound and inbound automated telecommunication platform in North America. Twenty First Century Crisis Communications has access to 25,000 out-dial IVR (Interactive Voice Response) ports and 30,000 inbound IVR ports located in multiple call processing centers locations across the United States.



CRISCOM Overview

### Proven Experience

Twenty First Century's Emergency Notification Services serve a variety of counties, cities and towns across the United States including California's Riverside and San Diego counties. During the October 2007 wildfires in San Diego County, the geo-targeted, mass public alerting system was used to make over 200,000 calls to endangered citizens. Other clients are the Ohio State University and OSU Hospitals, Franklin, Summit, Trumbull and Ashtabula Counties in Ohio, the Clark Regional

Emergency Services Agency (CRESA) – the area surrounding Mt. St. Helen’s in Vancouver, WA – and over 100 County EMAs including the Washington, D.C. EMA. Federal government clients include the Federal Reserve Board, the U.S. House of Representatives, the Bureau of Public Debt in the U.S. Treasury Dept., and the General Services Administration (GSA). Twenty First Century operated the 1-877-LOVEDIS hotline for the American Red Cross after Hurricane Katrina, handling over 380,000 calls and helping to reunite over 40,000 displaced friends and family members. This emergency notification service is also used by corporate entities for Business Continuity and Disaster Response, in order to notify employees, respond quickly to product recalls, and maintain effective communications during a crisis.

**Examples of Successful Mission-Critical Alerts**

Twenty First Century’s system has effectively performed numerous mass alerts, both geographically based and group based, of a broad range of scopes. Key examples follow:

**County-wide Evacuation Alert:**

- On October 21 and 22, 2007, San Diego County used Twenty First Century’s geo-targeted alerting system to make over 200,000 calls to households threatened by the fast-moving wildfires. This was the most extensive emergency notification made in this county to date.

**Small Targeted Area Alerts:**

- On September 29, 2006, the Frankfort, Kentucky Emergency Management Agency performed an alert with the system, asking residents within a targeted area to call 9-1-1 if they spotted a suspected kidnapper and child. Citizens responded and the kidnapper was apprehended within 20 minutes of the alert.
- On April 2, 2007, the Hilliard, Ohio Police Department made calls with Twenty First Century’s system, alerting residents to a hostage situation in progress. They were able to inform the citizens surrounding the site, without alerting the suspect.

**Targeted Groups:**

- During the 2006 summer heat waves, Franklin County (Ohio) Office on Aging used the system to call senior citizens and provide safety tips and shelter information.
- During the 2003 New York blackout, Twenty First Century called 15,000 Consolidated Edison critical care customers alerting them to the extended blackout and advising them to go to a shelter.

**County-wide Map-based Alert:**

- On October 5, 2005, Franklin County (Ohio) performed an exercise with the system in concert with the local media, to inform residents of its implementation within the county. Results were tracked on an online map.

**All Contacts:**

- Lakeland Electric, a Florida utility, used the system to call its 69,000 residential customers and alert them to a hoax being attempted on their community.

## Key System Features

### Vendor-Hosted

Unlike on-site or 'hybrid' systems, the Crisis Communication System is fully vendor-hosted, which means that even if the client's site is compromised by disaster, CRISCOM is still available and operational via remote access.

### Geo-dispersed Redundant Platform

CRISCOM runs on a massive network of interactive voice response units (VRU). TFCCC's VRU platform is co-located with major long-distance telecom carriers' Points of Presence (POP) sites, and is redundant and geographically dispersed throughout the U.S. Twenty First Century has core call processing centers in:

- Omaha, Nebraska
- San Antonio, Texas
- Denver, Colorado
- Kansas City, Kansas
- Colorado Springs, Colorado
- Tinton Falls, New Jersey
- Ashburn, Virginia
- Las Vegas, Nevada
- Other sites throughout the U.S.

This provides TFCCC's clients with the redundancy necessary to protect them from incidents at any single site. Twenty First Century Crisis Communications has both Uninterrupted Power Supply (UPS) and emergency back-up generators at all sites. The Network Operations Center in Columbus, Ohio is replicated live at a remote hot back-up site.



### Speed and Capacity

Because of the nature of their calls, Twenty First Century provides its CRISCOM clients with on-demand, priority access to the largest and fastest outbound and inbound automated telecommunication platform in North America. TFCCC's system runs on 25,000 out-dial VRU ports and 30,000 inbound VRU ports.

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**Always On**

The CRISCOM system is up and running 24 hours a day, 7 days a week and 365 days a year. It is relied upon to perform flawlessly regardless of the situation by over 200 clients. Therefore, 24/7 personnel continuously monitor and test the system.

Performance reliability is maintained by a proprietary system of monitoring, self-testing, benchmarks and alarms developed over 18 years of telecom experience.

**24/7/365 Technical Support**

Twenty First Century maintains a 24/7/365 live toll-free help line. The TFCCC Help Desk, located in the company's Network Operations Center, is staffed around the clock with highly trained technical support personnel who can provide assistance in the creation and/or activation of messages.

**Web-based Access**

CRISCOM can be accessed from any location via any Internet-enabled computer. Web-based activation allows clients to conduct notifications from the emergency operations center, from the field, or anywhere in between. Clients operate the CRISCOM system through password-protected User-Interface (UI) websites. Intuitive menus guide users through the process of creating and activating notifications. If the Internet is not accessible, clients can call the 24/7 Help Desk, which can activate messages on the client's behalf.

**CRISCOM Administration**

Multiple client personnel can become authorized users of the system, at the discretion of the client's CRISCOM System Administrator. He or she maintains sole access to the root accounts and controls access to the production system. Access to Twenty First Century's system is ID and password controlled, up to 15 levels of authorization.

All authorized users can access the database and the full range of system capabilities. They can create and activate notifications from their offices or remotely, and all can do so simultaneously. This includes multiple channel notification to all phones and messaging devices.

In fact, all authorized users can access CRISCOM, and launch messages simultaneously, from any site, local or remote.

**Operating System**

CRISCOM is a web-enabled application that is designed to run on standard Microsoft systems and servers. Minimum PC system requirements include:

- 56 kbps or faster Internet connection
- 128 MB RAM or greater
- 500 MHz processor or greater
- 1024 x 768 minimum screen resolution

## Crisis Communication System

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- Internet Explorer 6.0+ or Firefox 1.0+
  - Java VM plug-in (minimum version 1.4.2 required for mapping module).
-

### Training

TFCCC provides training at the client's location upon implementation. User's manuals are provided both in hard copy and electronically. An online Learning Management System (LMS) is available for self-directed review. Training on all system improvements and upgrades made after installation is conducted via web cast at no cost to the client.

### Multiple Message Delivery Channels

The CRISCOM system is capable of messaging phone numbers and Internet Protocol based devices, sequentially or simultaneously:

- Landline phones
- Cellular and VoIP phones
- Text messaging (SMS)
- Fax machines
- PDA devices such as Blackberry, etc.
- Alpha-numeric pagers
- Email
- TDD/TTY

### Inbound Telecommunication

Twenty First Century's 30,000 inbound VRU ports are equipped with the same functionality as its outbound ports, enabling self-service notification. Key personnel can call into the system from any location, enter a password, and receive situation updates, work assignments, and instructions to report to the appropriate location. In an emergency, local telephone circuits are typically overwhelmed with calls from citizens, the general public or the media. CRISCOM allows for incoming calls to be filtered and routed to appropriate lines and away from core operations. It also allows for toll-free information hotlines to be made available to the public, providing accurate, up-to-date information as the event unfolds.

### GIS-Mapping

Geo-targeted alerting is enabled through the CRISCOM mapping module, a full-function application powered by ESRI, the world's leading provider of GIS solutions. CRISCOM provides the base mapping system using Tele-Atlas data, which includes roads, highways, waterways, railroads, parks, etc. CRISCOM can incorporate additional ESRI-compliant map layers from the client, such as schools, hospitals, fire stations, police stations power plants, custom shape files, or other applicable locations. TFCCC updates map data at no charge on an annual basis.

### Geo-targeted Public Alerting

To perform geo-targeted alerts, clients define a calling area on an on-screen map using various shape tools. Areas can also be defined based on other features such as fire perimeter, flood plain, zip code, etc.

*Within the mapping module, users can:*

- Select a specific shape from an on-screen map (circle, rectangle, square, donut shape, plume etc.).
- Define the parameters of the shape selected.
- Draw any size, shape or type of polygon necessary.
- Pan left or right, zoom in or out, add or subtract map layers, and perform directional-activation.

A call list can also be developed based on:

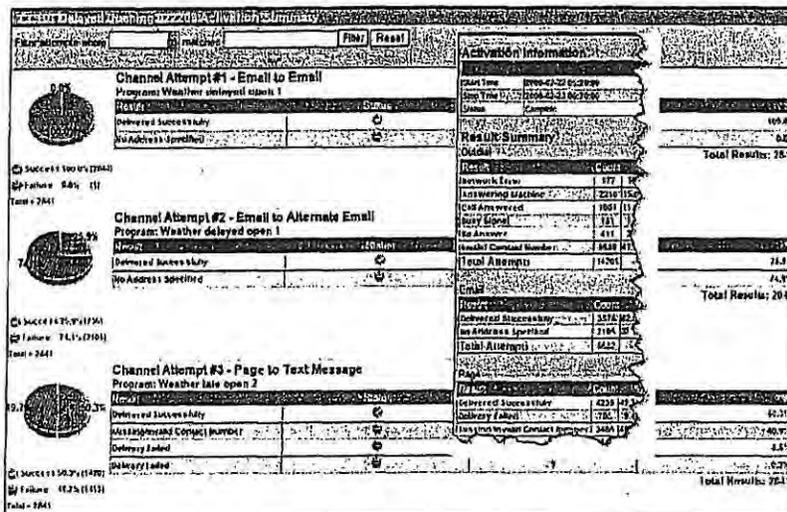
- A user-defined shape.
- Integrated mapping layers.

CRISCOM automatically generates a call list based on the defined area and sends calls to those numbers. These target areas can be stored for future use, or activated immediately. Call results are displayed on the on-screen map as the notification process occurs.

### Comprehensive Reporting

Within minutes of message activation, Call Detail Reports (CDR's) appear on clients' User-Interface websites and self-refresh every 60 seconds throughout the process. Summary reports, broken into half-hour increments, include (but are not limited to) time-date stamp, call duration, phone numbers called, data collected, menu-choices by contact, hang-up location, answering machine, busy, network intercept, call answered, fax/data etc. Custom report-writer and comprehensive query functionalities are also included.

Reports can be downloaded in a CSV format and imported into programs such as Lotus, Access, Oracle, Excel or other similar software. If the user has PDF printing capabilities, reports can be saved as PDF files. All reports and data remain available on the client's CRISCOM User Interface (UI) website for two years. After that time, the client's report data is archived for five years.



Sample Report

### **Robust Oracle Database Capacity**

Group-based and role-based notification can be performed using client data (public and/or internal) which is hosted on TFCCC's Oracle database. The CRISCOM database has the capacity to store virtually unlimited contact profiles (staff, citizens, etc.), and any amount of contact information per person (land lines, cell phones, fax, emails, pagers, etc.). Custom fields are also allowed, such as department, title, team assignments, skills, etc. Clients can create and store pre-defined incident scenarios with multiple call lists and messages appropriate to each scenario.

## **Messaging**

### **Choosing an Audience**

Notifications can be sent to groups of contacts in the client's database or to contacts in a geographically defined area.

### **Hosted Data**

The Hosted Database consists of data provided to TFCCC by the client. It is securely stored on TFCCC's servers and accessible to the client at all times. Clients can create call groups based on any criteria in the database, including custom fields such as team assignments (e.g. SWAT, bomb squad), special characteristics (e.g. blood type), functional responsibilities (e.g. security, communications, etc.), special skills and certifications (e.g. HAZMAT, CPR, language skills, etc.). Groups from other departments or jurisdictions can also be created, (e.g. Fire, Law Enforcement, EMA, etc.).

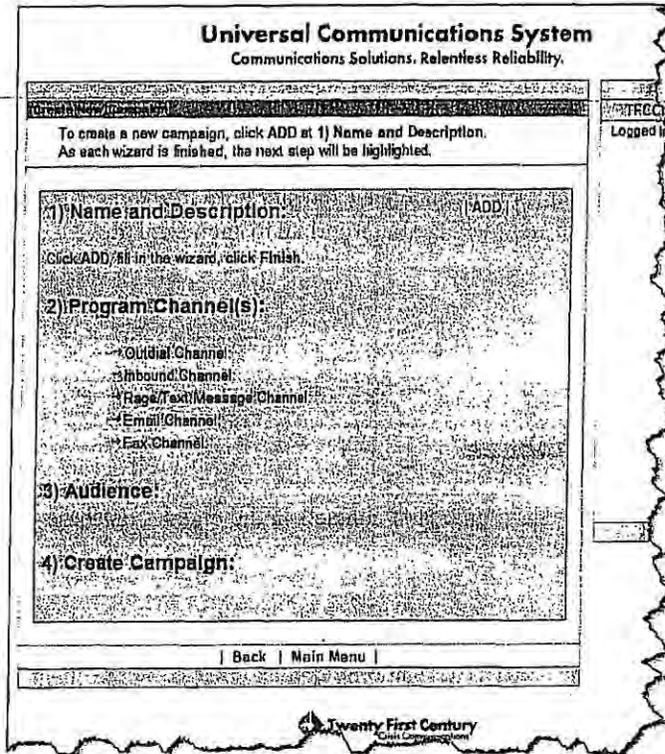
### **Map Data**

This database can be populated with 411 data obtained by TFCCC from commercial sources, or with Emergency-911 data provided by the client. If available, 911 data is more thorough because it includes unlisted phone numbers. This data is geo-coded by Twenty First Century, linking the phone numbers to web-based maps in the client's CRISCOM mapping module. To perform geo-targeted alerts, clients define a calling area on an on-screen map using various shape tools. Areas can also be defined based on other features such as fire perimeter, flood plain, zip code, etc. CRISCOM automatically generates a call list based on that area and sends calls to those numbers. The results are displayed on the on-screen map as the notification process occurs.

### **Message Creation**

CRISCOM uses familiar, user-friendly "task wizards" which guide the user through the process of defining the parameters of a call-out. The user has complete control of the message design and delivery process that gives users step-by-step instructions in

which to create notification campaigns with messaging channels, audience selection through activation.



**Universal Communications System**  
Communications Solutions. Relentless Reliability.

To create a new campaign, click ADD at 1) Name and Description.  
As each wizard is finished, the next step will be highlighted.

1) Name and Description: [ADD]

Click ADD/ fill in the wizard, click Finish.

2) Program Channel(s):

- Outbound Channel
- Inbound Channel
- Page/Text Message Channel
- Email Channel
- Fax Channel

3) Audience

4) Create Campaign:

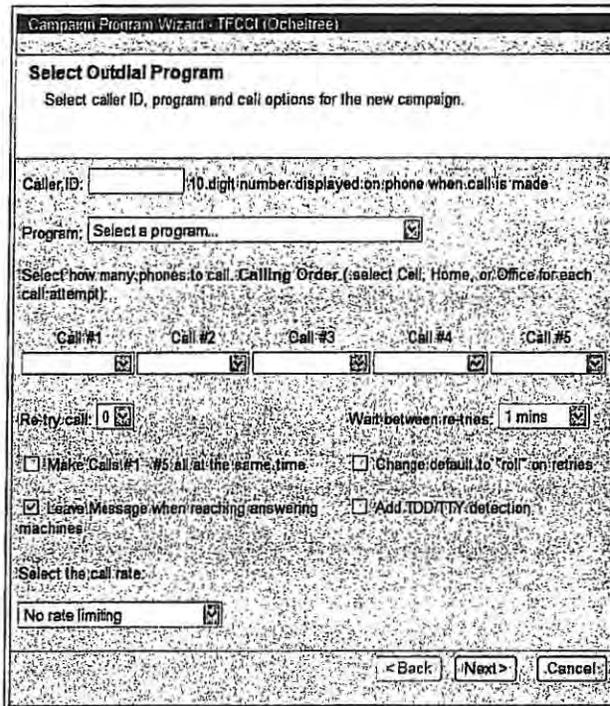
[ Back | Main Menu ]

TRCC  
Logged in

Twenty First Century  
communications

CRISCOM users may:

- Define what constitutes a successful call
- Set the number of recall attempts
- Determine the interval between recall attempts (1 minute up to 2 hrs.)
- Indicate the sequence and order of alternative telephone numbers or calling devices (pagers, fax, or email) to be called
- Or in extreme emergencies, call all available contact numbers and devices simultaneously.



*Outdial Program Selection*

### Messaging Devices

CRISCOM is capable of messaging through phone numbers or Internet-accessible devices. These numbers and devices can be programmed to be contacted sequentially or simultaneously. CRISCOM can message the following devices:

- Landline phone
- Cell phone
- Text messaging
- Fax machine
- PDA devices
- Alpha-numeric pagers
- Email
- TDD/TTY

### Messaging Templates

- **Broadcast Template.** Plays a basic broadcast message to the caller. Repeats twice to allow for answering machines.

- **Menu Template.** Asks the caller to make a menu selection to move forward in the call.
- **Transfer/Redirect.** All templates include the ability to redirect callers to a pre-determined number by pressing a designated key on their touch-tone phone.
- **The Authentication Template** requires caller/recipient to enter an identification code before the message is played. It can be used as a security measure for sensitive information as well as identification for reporting purposes.
- **The Confirmation Template** requires caller/recipient to enter identification at the end of the call. It is generally used for confirmation of message receipt as well as identification for reporting purposes.

### **Multi-lingual Messaging**

#### **Recorded Human Voice**

Users can record voice messages in any language desired.

#### **Text-to-Speech (TTS)**

Using the Text-to-Speech technology, one types the message into a window in the User Interface. The system automatically transforms the typed message into voice. Text-to-Speech is available in over 30 languages.

Call recipients can be prompted to select their preferred language using the Menu Template.

### **Activating Notifications**

#### **Pre-defined scenarios**

The user can generate any number of scenarios (campaigns) with an unlimited number of call lists within each scenario. Every call attempt, successful or not, and the result of the call are immediately made available online for two years, and then stored on tape.

#### **Pre-defined geographical areas**

The CRISCOM mapping feature is a full-function application powered by ESRI, the world's leading provider of GIS solutions. It has the ability to draw any size, shape or type of polygon necessary to define areas for notification. With the mapping module, the user may also select from the following shapes: circle, rectangle, square, concentric circles, plume etc., and then define the parameters of the shape selected. Shapes can also be defined based on integrated mapping layers. CRISCOM also allows the user to pan left or right, zoom in or out, and add or subtract map layers as necessary to define the target area.

The CRISCOM system, with its mapping capability is able to quickly generate a call list of persons within a defined area. Each targeted area would be defined as a separate campaign. Once defined, these target areas (separate areas or events) can be stored for future use, or activated immediately.

### Launch by phone or Internet

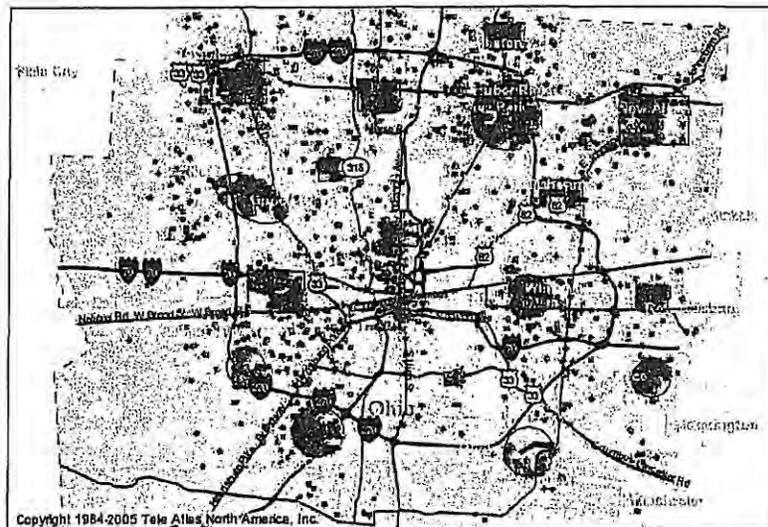
Pre-defined notification campaigns can be launched using a touchtone phone or the Internet. Notification campaigns can be created "on-the-fly" and launched within minutes. The Help Desk is available 24/7/365 to help the City create and/or launch notification campaigns.

### GIS-Mapping

#### Geo-coded Mapping Module

CRISCOM's geographic base file enables clients to target messages to specifically defined geographic areas. With the mapping module, users define a geo-targeted calling area on an on-screen map, access the data base, and generate a call list. Multiple shapes are available to clearly define the target area (circle, rectangle, square, doughnut, plume, etc.). The result of each call attempt is displayed as a dot on the on-screen map. Successful calls are indicated by a green dot, unsuccessful calls are indicated by a red light.

The CRISCOM geographic mapping application is an ESRI ArcIMS and ArcSDE based application which can incorporate existing local map layers used by the client. TFCCC works with clients to set up the appropriate process to send the map layers from the existing local mapping systems and incorporate them into the mapping application.



**Voluntary Opt-in website**

Twenty First Century can set up a secure website which enables citizens to register their emergency notification preferences. These might include unlisted numbers, cell phones, VOIP, text messaging, fax, email, TTY, or PDA. This information is then geo-coded and incorporated into the emergency notification database.



**AlertSanDiego**  
Get signed up. Get notified.

The County of San Diego, in partnership with Twenty First Century Communications, has instituted a regional notification system that will be able to send telephone notifications to residents and businesses within San Diego County impacted by, or in danger of being impacted by, an emergency or disaster. This system, called Alerts, will be used by emergency response personnel to notify those homes and businesses at risk with information on the event and/or actions (such as evacuation) we are asking them to take. The system utilizes the regions 9-1-1 database, provided by the local telephone company(ies), and thus is able to contact land-line telephones whether listed or unlisted. It is TTY/TDD capable. If the call is picked up by an answering machine, the system will leave a voice message. If the telephone called is busy or does not answer, the system redial that number up to three times in an attempt to deliver the message.

Because the system uses the 9-1-1 database, only land-line numbers are in the system. If you have a Voice over IP (VoIP) or cellular telephone and would like to be notified that device, or if you would like an email notification, you must register those telephone numbers and/or email address for use by the system.

To register your VoIP, cellular telephone or email address, please fill out the registration form below. Each number and/or email provided will be added to the database. It is important to note that each number and/or email registered can only be associated with one address in the system.

The telephone number you register below will be called only when the address it is associated with is impacted by a disaster or emergency.

Name:

Address:

City:

State:

Zip Code:

Phone Number:

Email:

Confirm Email:

This is a:  Residence  
 Business

By clicking the box below, I give permission to the County of San Diego to add my unlisted/non-published telephone number into the AlertSanDiego System database.

I agree to have my information added to the AlertSanDiego database.

This information is being submitted over a secure, encrypted connection. The County of San Diego will not share or distribute personal information gathered by this form and use it solely for the purpose of providing emergency notifications.

Neither the County of San Diego nor any of its agencies and affiliates, or their employees, makes any warrant, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any information provided by submittal of this form.

CAUTION: WHILE THE COUNTY'S MASS NOTIFICATION SYSTEM IS CONSIDERED EFFECTIVE AND EFFICIENT, YOU SHOULD NOT WAIT FOR OR RELY EXCLUSIVELY ON A MASS NOTIFICATION TO TAKE ACTION. ALWAYS CALL FOR EVACUATION OR DIRECTIVES IF YOU THINK YOU ARE IN DANGER. ALWAYS CALL FOR EVACUATION OR DIRECTIVES IF YOU THINK YOU ARE IN DANGER.

**Public Outreach**

TFCCC furnishes media kits including system information and sample community outreach tools; and collaborates with clients to inform and educate their constituents.

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## System Implementation

### Timeline, Tasks and Milestones

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CRISCOM projects follow a four-phased, project life cycle: The entire process takes from 45 to 60 days to complete, but with active participation and effort on behalf of the client, the process can be completed in significantly less time.

1. The **Initiation Phase** begins once the client has signed the contract. The 'kick-off' meeting occurs, introducing the client team to the TFCCC project team. Generally, the kick-off meeting is also utilized as the platform to define the client requirements of the CRISCOM system and acts as the beginning of the project itself. It is at this time that the client outlines all desired functionality to the TFCCC project team. Milestones for the project are set at this time. Once both sides have agreed upon, and signed off on, all specifications are submitted to the TFCCC development team. All roles, responsibilities and deliverables, along with the drop dead dates are agreed upon.
2. The **Development Phase** begins upon completion of the kick-off. Timelines for the Development phase can vary greatly depending upon the clients internal and external requirements. Deliverables in the Development phase can include database creation, front-end web interface development, back-end file processing, telecom set-up, and the building of reports.
3. The **Testing Phase** is generally broken into two tasks: a) The initial testing of the file transfer processes, and b) the full, end-to-end testing of all functionality.

The CRISCOM Client Manager will work with the client to establish and implement a testing schedule to assure the effectiveness of the client's CRISCOM system. TFCCC also offers a free test call to 10% of the client's contact population.

4. The **Deployment Phase** begins Training is provided to the designated Client Team. Onsite training at TFCCC, Onsite training at client site, or training via a scheduled webcast are available training options. Once training is complete, the program is considered live.

### Evaluation, Testing and Quality Assurance

As a new client's CRISCOM system code is being written, it is strenuously reviewed and tested by the technical Project Manager and the project's software developers. Before the code is released from the development platform to the quality assurance/test platform (QA), a review is completed by the developers and the Project Manager.

When the Project Manager approves the code it is released to the QA platform. There, the CRISCOM Client Managers begin testing. During this phase, the Client

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Managers focus on tests of the functionality of the client's user interface website, while the developers focus on the backend processes.

The Client Managers and developers check every aspect of CRISCOM. They step through each phase of message creation and activation on the user interface, confirm file formats used to communicate with the IVR platform, exercise varying criteria on multiple alerting campaigns, ensure that the notifications are received in a timely manner, and review the notifications themselves (voice, text, fax, email, page) for accuracy.

After the Client Managers sign off on the code used in the QA platform, it is released to the production platform. This is TFCCC's true live environment, on which all live client programs are run. When the code reaches production, the testing process repeats itself and all scenarios, including full regression testing, are repeated. Once all is approved by both TFCCC's team and the client, the system goes live.

## Training

TFCCC provides training at the client's location upon implementation. User's manuals are provided both in hard copy and electronically. An online Learning Management System (LMS) is available for self-directed review. Training on all system improvements and upgrades made after installation is conducted via web cast at no cost to the client.

### Training Session Agenda

1. Purpose and Function of CRISCOM
2. Overview of Features
3. Programs
  - a) Create a Program
  - b) Modify a Program
4. Contacts (if client is using Hosted Database)
  - a) Creating Contacts
  - b) Modifying Contacts
  - c) Deleting Contacts
  - d) Searching for Contacts
  - e) Creating Contact Query
  - f) Creating Contact Group
5. Mapping (if client is using this feature)
  - a) Create Map
  - b) Modify Map
6. Campaigns
  - a) Ad-Hoc Campaign
  - b) Review of Data Source Types
  - c) Activate Ad-Hoc Campaign
  - d) Review Create Campaign
7. Receive Test Call(s)
8. Review Campaign Activation History
  - a) Explain Results
  - b) Drill-Down Further Information
9. Reports
  - a) Summary Reports
  - b) Create Report
  - c) Run Report
10. Account Activity
  - a) Program Information
  - b) Campaign Status
  - c) Inbound Activity
  - d) User Activity
11. Users
  - a) User Types
  - b) Change Password
12. Q & A

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## Customer Service Philosophy

Twenty First Century's customer service philosophy is simply to provide clients with world class customer service and technical support, around the clock, every day of the year.

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TFCCC is committed to its many mission-critical government, public safety, and higher education clients. Since its inception, Twenty First Century has been dedicated solely to high-volume, high-speed, urgent telecommunications. All company resources are engaged in the service of critical communications. The company does not and has never provided telemarketing products or services.

TFCCC maintains a 24/7/365 environment. Operations and technical support staff are on cell phone access and are VPN-ready at home day and night, so that if they are needed after hours they are available immediately.

Each client is assigned a highly trained, dedicated Client Manager as first point of contact. Your Client Manager will:

- Prepare full documentation of the workings of the system.
- Fully train a second Client Manager on your account.
- Train your staff.
- Inform you of new product updates.
- Provide assistance when needed.
- Always be available by phone during business hours and on call 24/7/365.
- Be responsible for the on-going success of the project and assure your full satisfaction.
- Maintain a productive vendor-client relationship.

The Network Operations Center (NOC) is staffed around the clock with highly trained technical personnel, who are always available to provide assistance and support. The NOC is reached by a toll-free Help Desk line, which is answered by live personnel, who are trained and capable of responding to client needs of any kind, at any time.

If, in an emergency you cannot access the Internet or our application, you can call Twenty First Century's 24/7/365 Help Desk, who can:

- Assist you in the design of messages.
- Create of record messages for you.
- Launch messages on your behalf.

The system architecture includes rigorous tests, both automated and manual. Periodic updates and continuous testing assure its immediate availability as a cutting-edge communications tool. Performance reliability is maintained by a proprietary system of monitoring, testing performance benchmarks and alarms developed over 18 years of experience. Multiple redundant geo-dispersed servers assure that the system is never down for maintenance or testing. On-duty staff are constantly monitoring and testing the system to identify and resolve any potential problems.

Twenty First Century employs a full time Quality Assurance Manager and a CISSP and SCCP Certified full time Security Administrator.

All service, support and system upgrades or improvements are always provided at no cost to the client.

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## Security

### Application-level security

A user ID and password are required to access any of TFCCC's systems. The client's System Administrator maintains sole access to the system's root accounts and controls access to the production system. Passwords are assigned by TFCCC. The 800 number that is used to administer and record messages is also ID and password protected with randomly generated passwords associated with each program.

TFCCC continuously monitors all online activity, related to its systems and quickly identifies attempts to access any part of its secure systems. All IP addresses and system navigation is monitored and logged. Twenty First Century's network sits behind a CISCO-based firewall and is inaccessible to unauthorized users. The application and database has a non-routable IP address and the system is monitored 24 hours a day 7 days a week 365 days a year.

### Database-level security

Client data security is a primary focus of TFCCC, so we not only designed our system with a series of security checks but we also employ SSL 128 bit encryption throughout the system and the transmission of user logons is encrypted over HTTPS port 443.

Client data is stored on a secure Oracle database. The data is accessible by the Database Administration Team only (via configured system privileges) and it is password protected.

TFCCC has always maintained that customer information is confidential and proprietary to the client. It is company policy never to divulge, re-sell or disclose customer data to outside agencies unless directed to do so by legal authority. This assurance is written into our contracts.

### Physical Security

All TFCCC facilities have card-swipe entry, intrusion detection systems, smoke detection and fire alarms. Security cameras monitor all entrances, internal passageways, and employee parking areas and record to DVR. Access to all data centers is granted only to the essential data center personnel. Each month a review of the access logs is conducted to check for any anomalies.

All sites have multiple fiber optic data pipes and UPS and on-site generation. All sites have auxiliary air conditioning systems and computer systems. All sites are fire proof and flood proof (being built on high points in respective areas).

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Highly trained technical personnel are on duty at the Network Operations Center 24 hours a day, 7 days a week, and 365 days a year and constantly monitor security conditions.

**Human Resources**

TFCCC employs a full time CISSP and SCCP Certified Security Administrator. Twenty First Century constantly monitors employee performance. In order to identify and retain quality employees, TFCCC maintains a Substance Free Workplace and provides an Employee Assistance Program. All employees undergo background checks prior to hire.

## Pricing Overview

### Crisis Communication System Non-GSA Pricing (Unlimited Usage) Option

Monterey County Public Oudial

Option 4 – Crisis Communication System (CRISCOM)  
Non-GSA Pricing with Unlimited Usage

Installation and Recurring Charges	Cost
Annual recurring cost:	\$244,728 (135,960 households at \$1.80 each)

System Component Charges	Unit Cost	Notes
Mapping update (County)	\$973/county	1
Map geocoding/database load charge	\$109/Hour	2
Custom programming charge	\$176/Hour	
Annual TFCCC profile database hosting fee (for records in excess of 10,000)	\$0.005/record	3
Training cost (in excess of initial training)	\$100/hour	4

Notes:

- 1 For updates more than once every 12 months. One (1) annual mapping update included in annual recurring cost.
- 2 Charge for geocoding requested by client in excess of 4 times per year. Quarterly geocoding is included in annual maintenance fee.
- 3 Applies to employee database.
- 4 Hourly cost in addition to travel expenses billed at actual cost.

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT**  
**County of Monterey and Twenty First Century Crisis Communications, LLC.**

**THIS AMENDMENT** is made to the Professional Services Agreement for hosted telephone emergency notification system for Countywide use throughout Monterey County for delivery of public health and safety information via telephone and personal communications devices **Twenty First Century Crisis Communications, LLC**, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect new pricing.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, "PAYMENTS BY COUNTY", shall be amended and replaced with:** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$195,000.

2. Exhibit A, "COSTS" shall be deleted and replaced with:

COST:

The cost for Contractor's Universal Crisis Communications System is \$188,156 annually. The annual fee includes unlimited usage for Emergency and Non-Emergency Usage.

Additional Costs related to custom programming and on-site training shall be provided at the rate described in Exhibit A – 1 Pricing – Updated July, 2010. Such additional costs not included in annual maintenance shall be approved by County in writing in advance of incurring fees. Contractor may be reimbursed for approved travel costs but Contractor must comply with Monterey County Travel Policy which is available on the Monterey County website at <http://www.co.monterey.ca.us/auditor/policy.htm>

3. Exhibit A, "USAGE AND NOTIFICATION CHARGES" shall be deleted and replaced with:

Unless specified otherwise, all LEC or carrier advanced network features shall be passed through at cost, if applicable. Contractor shall notify the County as soon as costs are identified.

Usage charges do not include Advanced Network Charges, if applicable.

4. Exhibit A, "POINT OF CONTACT" shall be deleted and replaced with:

For Twenty First Century Crisis Communications, LLC

Allison Johnson (614)442-1215

For Monterey County

DeAnna Hilbrants (for contract issues) (831)769-8883

Lynn Diebold (for operational issues) (831)769-8880.

5. Exhibit A-1 Pricing is hereby attached and made a part of this Agreement. The pricing specified in this Exhibit shall override all previous pricing including pricing detailed in Exhibit B.

6. **Section 3, "TERM", shall be amended and replaced with:** The term of this Agreement is from May, 1, 2009 to June 30, 2010, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
8. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 28, 2009.

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

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_

Contracts/Purchasing Officer

Company Representative

Dated \_\_\_\_\_

Printed Name \_\_\_\_\_

Dated \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Deputy County Counsel

Dated \_\_\_\_\_

APPROVED AS TO FISCAL PROVISIONS:

\_\_\_\_\_

Auditor-Controller

Dated \_\_\_\_\_

**Exhibit A-1 – Pricing – Updated July, 2010**  
**County of Monterey and Twenty First Century Crisis Communications, LLC**

**Option 1: Unlimited Emergency and Non-Emergency Usage Plan**

A system that includes:

- A fully hosted emergency notification system
- Includes one time per year commercial 411 telephone database purchase and load
- Unlimited use for a fixed, annual fee
- Messaging via: voice (Inbound/outbound), SMS text, email and true TTY/TTD
- GIS mapping, updated annually
- 24/7/365 Tech and Help Desk Support and dedicated account management
- Public Sign-up page
- Initial on site training and subsequent follow up training via web cast
- Telephone Number Geo-coding provided monthly

Unlimited Emergency and Non-Emergency Usage Plan	
Annual Fixed Fee (150,525 households/businesses at \$1.25 each)	\$188,156
Optional Services	
Additional On-Site Training (in excess of initial training)	\$100/hr
Custom Programming Charge	\$176/hr



June 16, 2010

City of Del Rey Oaks

650 Canyon Del Rey Oaks Rd  
Monterey, CA 93940

Dear City of Del Rey Oaks,

Thank you for partnering with the U.S. Census Bureau to achieve a complete and accurate census count in 2010. Conducting the decennial census is a massive and vitally important undertaking—one which the Census Bureau could only accomplish with the help and support of partners like you. We appreciate the time and resources of your organization in helping to ensure a successful 2010 Census.

Your commitment to motivate the public to complete and return the census form will have a lasting impact. As a census partner, you can take pride in knowing that your organization helped ensure that the communities you serve are accurately represented in Congress and eligible for the funding needed for important community programs, services and facilities. The 2010 Census data will help your organization, community and government make strategically and fiscally sound decisions to spur and sustain economic development and growth, and improve the quality of life in every neighborhood.

Once again, thank you for your contributions to the 2010 Census effort. We value your partnership and look forward to continued opportunities to work together in the future.

Sincerely,

James T. Christy  
Regional Director



www.chservices.org  
831.658.3811 phone  
831.658.3815 fax

Administration Office  
P.O. Box 3076  
Monterey, CA 93942-3076



**community  
human services**  
hope. help. here.

September 15, 2010

Jerry Edelen, Mayor  
City of Del Rey Oaks  
650 Canyon Del Rey  
Del Rey Oaks, CA 93940

Dear Mayor,

The Community Human Services Joint Powers Agency is an effective public-private partnership that ensures a safety net of services for the neediest families in our community. Your ongoing support of the JPA is important and appreciated.

Enclosed is the Community Human Services **Year-End Summary of Services** for fiscal year 2009-10. Last year, CHS helped a total of 2862 individuals and provided 108,857 units of service (unduplicated counts). A unit of service is generally defined as a counseling session, a dose of medication, a 24-hour day of treatment, etc. The following is a recap of services provided specifically to the residents of Del Rey Oaks:

<u>Service</u>	<u>Individuals</u>	<u>Units of Service</u>
Mental Health Counseling	4	7
Domestic Violence Intervention	1	45

Please share this information with your Council. If you would like a representative to attend an upcoming meeting to make a brief presentation, please contact my assistant Lori Andre at 658-3811.

Sincerely,

Michael McFarland, Interim Executive Director

cc: Daniel Dawson, City Manager  
Kristin Clark, CHS Board Representative

COMMUNITY HUMAN SERVICES  
 FY 09-10 SUMMARY OF SERVICES  
 UNDUPLICATED UNITS OF SERVICE BY CITY

CITY	MENTAL HEALTH SERVICES													
	Outpatient Mental Health		Prevention/ Intervention ROPP/DAISY		Runaway & Homeless Youth		School Counseling		Supervised Visitation		Parent Education		Domestic Violence AM	
	I	U	I	U	I	U	I	U	I	U	I	U	I	U
AROMAS	1								2	14			1	1
BIG SUR									1	1			2	30
BRADLEY														
CARMEL 21	4	5			7	47			4	22			4	76
CARMEL 22	1	1			3	28								
CARMEL 23	11	27			6	32			4	20			2	9
CARMEL VALLEY 24	7	31			6	72			6	27	1	9	6	76
CASTROVILLE	7	22	1	35			31	179	13	2	2	16	8	68
CHUALAR	2	2					10	152						
DEL REY OAKS	4	7											1	45
FORT ORD														
GONZALES	11	37	8	69					5	15	1	7	5	60
GREENFIELD	11	55	8	54	1	1			10		30	210	1	
JOLON	1	1												
KING CITY	14	67	7	50					1	57			2	2
LOCKWOOD			2	10										
MARINA	56	218	1	15	57	190	1	3	21	130	5	23	28	419
MONTEREY	46	173	1	6	237	1474			12	19	2	9	46	552
MOSS LANDING	2	3			1	20			1					
PACIFIC GROVE	18	68	10	400	55	331	101	478	12	50	3	12	16	281
PEBBLE BEACH	2	5	1	41	9	25	5	31	1	1			1	1
PRUNEDALE	6	34	1	27			22	99	5	10			4	46
SALINAS	179	795	179	5104	11	709	184	1824	183	218	49	233	100	1019
SAN ARDO	2	5	1	6										
SAN LUCAS									1	7				
SAND CITY					2	17							1	1
SEASIDE	84	404	2	27	87	1265			43	55	25	114	40	483
SOLEDAD	13	83	21	206					16	22	1	8	2	41
SPRECKELS													3	23
WATSONVILLE	5	35					6	7	6	15	1	8	2	31
HOMELESS					50	1515			1					
OTHER	5	7	7	26	5	35			20	87	5	5	1	1
TOTALS	492	2085	250	6076	537	5761	360	2773	368	772	125	654	276	3265

Key = I ~ Individuals  
 U ~ Units  
 CS ~ Core Services  
 C ~ Counseling  
 ROPP ~ Repeat Offender Prevention Program  
 DAISY ~ Drug & Alcohol Intervention Services for Youth  
 AM ~ Anger Management

COMMUNITY HUMAN SERVICES  
 FY 09-10 SUMMARY OF SERVICES  
 UNDUPLICATED UNITS OF SERVICE BY CITY

Substance Abuse Services											
CITY	Methadone Clinic Narcotic Replacement Therapy			Genesis Residential Center				Elm House		Totals	
	I	U		I	U	Perinatal		I	U	I	U
		CS	C			I	U				
AROMAS										4	15
BIG SUR										3	31
BRADLEY										0	0
CARMEL 21	5	675	195	2	23	1	69			27	1112
CARMEL 22										4	29
CARMEL 23	1	142	27							24	257
CARMEL VALLEY 24				1	86	2	38			29	339
CASTROVILLE	5	831	492	4	60	1	34			72	1739
CHUALAR	1	331	209							13	694
DEL REY OAKS										5	52
FORT ORD										0	0
GONZALES	3	320	197							33	705
GREENFIELD	6	1418	856							67	2594
JOLON										1	1
KING CITY										24	176
LOCKWOOD										2	10
MARINA	17	3334	1378	10	409	2	22			198	6141
MONTEREY	4	1044	430	14	1044	2	31	3	140	367	4922
MOSS LANDING	1	22	6							5	51
PACIFIC GROVE	5	928	578	4	306					224	3432
PEBBLE BEACH	2	567	127							21	798
PRUNEDALE	3	1741	405	4	208					45	2570
SALINAS	135	29172	14514	62	4028	21	1691	8	980	1111	60287
SAN ARDO						1	122			4	133
SAN LUCAS										1	7
SAND CITY	1	36	9							4	63
SEASIDE	3	903	380	19	1142	6	254	2	913	311	5940
SOLEDAD	13	2725	960	5	321					71	4366
SPRECKELS										3	23
WATSONVILLE	12	3581	1986	2	135					34	5798
HOMELESS	3	122	30							54	1667
OTHER*	55	3178	1514	3	52					101	4905
TOTALS	275	51070	24293	130	7814	36	2261	13	2033	2862	108857

COMMUNITY HUMAN SERVICES  
 FY 09-10 SUMMARY OF SERVICES  
 SCHOOL DISTRICT AFFILIATIONS

Mental Health Services							
Schools	Outpatient Mental Health	Prevention/ Intervention ROPP/DAISY	Runaway & Homeless Youth	School Counseling	Supervised Visitation	Parent Education	Domestic Violence AM
I=Individuals	I	I	I	I	I	I	I
ALISAL UNION	25				33	3	14
BRADLEY UNION							
CSUMB	6				4		1
CUSD	3		17		9		5
CHUALAR UNION	2			10			1
GONZALES UNIFIED	7	4	2		5	1	4
GRAVES SD	2	1				1	
GREENFIELD UNION	6	3	1		2	19	
HARTNELL COLLEGE	11	3	2		6		4
KCJUHS	3	6	2		2	1	
KING CITY UNION	5	4	1		2		
LAGUNITA SD	1						
MISSION UNION							
MPC	9		21		8	1	6
MPUSD	51	2	191		35	4	21
NMCUSD	8	1	45	79	24	1	2
PGUSD	2	20	22	107	5	1	
PACIFIC UNIFIED							
SALINAS CITY ELEM.	29				47	4	10
SUHSD	7	67	1		14		9
SAN ANTONIO UNION							
SAN ARDO UNION	2	1			1		
SAN LUCAS UNION					1		
SANTA RITA UNION	7			181	4	3	
SOLEDAD UNIFIED	12	8	5		9		
SPRECKELS UNION					1		2
WASHINGTON UNION	1					1	
UNKNOWN	13		111		10	3	6
OTHER	252	130	113		135	78	188
TOTALS	464	250	534	377	357	121	273

<b>School Counseling</b>	
Informal Contacts	543

<b>Youth Services</b>		YTD
RHY Helpline Calls		62
SOS Informal Contacts		270

Key = I ~ Individuals  
 ROPP ~ Repeat Offender Prevention Program  
 DAISY ~ Drug and Alcohol Intervention Services for Youth  
 AM ~ Anger Management  
 RHY ~ Runaway and Homeless Youth

COMMUNITY HUMAN SERVICES  
 FY 09-10 SUMMARY OF SERVICES  
 SCHOOL DISTRICT AFFILIATIONS

Substance Abuse Services					
Schools	Off Main Clinic	Genesis Residential Center		Elm House	Totals
	Narcotic Replacement Therapy	Co-Ed	Perinatal		
	1	1	1		1
ALISAL UNION	3				78
BRADLEY UNION					0
CSUMB	1				12
CUSD			4	2	40
CHUALAR UNION		1			14
GONZALES UNIFIED					23
GRAVES SD					4
GREENFIELD UNION	1				32
HARTNELL COLLEGE	4				30
KCJUHS					14
KING CITY UNION	4				16
LAGUNITA SD					1
MISSION UNION					0
MPC	3				48
MPUSD	3	26	10		343
NMCUSD	1	5			166
PGUSD	2			1	160
PACIFIC UNIFIED					0
SALINAS CITY ELEM.	2	9	13	3	117
SUHSD	6	3	11		118
SAN ANTONIO UNION	4				4
SAN ARDO UNION			3		7
SAN LUCAS UNION					1
SANTA RITA UNION					195
SOLEDAD UNIFIED	4	2			40
SPRECKELS UNION	1				4
WASHINGTON UNION	2	2			6
UNKNOWN	4				147
OTHER	7	8	4	1	916
TOTALS	52	56	45	7	2536

Mayor, City Council, Planning Commission, and  
Entire Staff of City of Del Ray Oaks,

Thank you for the beautiful  
flowers. My family and I appreciate  
your thoughtfulness and support at  
this time. I know Bill would have  
felt the same way.

Elaine Benson  
+ Family