



SPECIAL MEETING

**JOINT SAND CITY COUNCIL AND
SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY**

THURSDAY, FEBRUARY 16, 2023

3:00 PM

AGENDA
JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT
AGENCY

Special Meeting - Thursday, February 16, 2023
3:00 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IN PERSON, IS COMPLIANT WITH ASSEMBLY BILL (“AB”) 2449, SIGNED INTO LAW ON SEPTEMBER 13, 2022, WHICH AMENDS GOVERNMENT CODE SECTION 54953 TO PROVIDE AUTHORITY FOR PUBLIC AGENCIES TO CONTINUE TO HOLD VIRTUAL MEETINGS AND REMAIN IN COMPLIANCE WITH THE BROWN ACT (GOV. CODE §§ 54950 ET SEQ.).

TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:

<https://us02web.zoom.us/j/4614728829>

Meeting ID: 461 472 8829

To participate telephonically by calling the number below:

(669) 900-6833

Meeting ID: 461 472 8829#

If prompted to enter a participant ID, press #

TO PARTICIPATE IN PERSON:

City Hall Council Chambers

1 Pendergrass Way

Sand City, CA

How to submit written Public Comments:

If any member of the public would like to provide written comments at the meeting, please do as set forth below.

Written: All comments received before 8:00 am the day of the meeting will be posted on the City’s website as “Correspondence” under the relevant agenda item and provided to the City Council members at the meeting. Please email your comments to: connie@sandcityca.org.

Read Aloud During the Meeting: Email your comments to connie@sandcityca.org. When the Mayor opens the public comment period for the relevant agenda item; please indicate the agenda item and title in your email subject line. If you want your comment read aloud, prominently write “Read Aloud at Meeting” at the top of the email and your comments will be read into the record (not to exceed three minutes at staff’s cadence).

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the Brown Act at the number provided above. Please use the "raise your hand" option on Zoom, and the City Clerk will call on your name.

1. ROLL CALL

2. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the time the item is being considered by the City Council/Successor Agency.

The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

3. ORDER OF BUSINESS

- 3A. Consideration of Sand City participating in the Monterey County Tourism Improvement District Renewal and Direction to staff regarding same
[Staff Report.Monterey County Tourism Improvement District Tourism Plan.pdf](#)

- 3B. Consideration and Approval of City RESOLUTION Authorizing the City Manager to Execute a Management and Administrative Services Agreement with Regional Government Services (RGS) in an amount not to exceed \$68,000 for Fiscal Year 2022-2023
[Staff Report. Contract with Regional Government Services Authroizty \(RGS\) for Municipal Finance and HR Services.pdf](#)
[Exhibit A to Staff Report. RGS Workplan.pdf](#)
[Resolution.Authorizing the City Manager to Execute an Agreement for Management and Administrative Services with RGS.pdf](#)
[RGS Agreement. Exhibit A to Resolution.pdf](#)
[RGS Exhibit B to Agreement.pdf](#)

4. ADJOURNMENT

The current agenda is available in PDF format on our website at:
www.sandcity.org

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at 1 Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

**AGENDA ITEM
3A.**

**Consideration of Sand City participating in
the Monterey County Tourism
Improvement District Renewal and
Direction to staff regarding same**



City of Sand City

Staff Memo

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
DATE: February 13, 2023 (for the February 16, 2023 Special Council meeting)
SUBJECT: Monterey Tourism Improvement District (MCTID)

Background:

On February 7, 2023, the City Council received a presentation by Rob O'Keefe and Jennifer Johnson of the Monterey County Convention and Visitors Bureau (MCCVB) about the Monterey Tourism Improvement District (MCTID) and their request that the City agree to participate in a renewal of the MCTID for a ten-year term.

Developed by the MCCVB, the MCTID is a benefit assessment district that helps fund marketing and sales promotion efforts for Monterey County lodging businesses. An existing MCTID with a five-year term is set to expire on December 31, 2023, and the required number of lodging business owners have submitted a written petition to renew the district. Pending successful renewal of the MCTID, the Owner's Association will request to modify the current MCTID term to end early on June 30, 2023, with the renewed district beginning on July 1, 2023.

The City's participation in the district would require the City to pay the following:

- (1) **TOT:** 3% of any Transient Occupancy Tax (TOT) received from a future hotel to the organization. (If annual TOT were \$1,000,000, then the payment would be \$30,000 annually.)
- (2) **TID:** In addition, the MCTID would assess a per room charge per night on all hotel rooms in Sand City in the amount of \$4.50 a night for a mid-range hotel, which is what is expected to be built in the South of Tioga project in Sand City, or \$7 a night for a luxury hotel, expected to be built in the future on the Monterey Bay Shores site. (If a 216 room mid-range hotel were fully occupied year round, though unlikely, this would amount to a payment of \$349,920 per year.

Council directed the City Manager and City Attorney to meet with MCCVB staff and discuss options for joining the MCTID. On February 13, 2023, the City Attorney and the City Manager met with MCCVB staff and alternative options for joining the MCTID were discussed in light of the fact that the City does not currently have a hotel.

The alternative options now offered to Sand City are as follows:

Option 1:

- Sand City agrees to the MCTID Renewal (will be a resolution brought to council on 2/21.)
- Sand City agrees to pay \$2,000 annually (subject to MCCVB Board approval) and would continue to receive the benefits of advertisement on its site.
- Upon a hotel opening, Sand City would have the choice to convert from the \$2,000 per year payment to a 3% TOT payment as well as the MCTID per room assessment (\$4.50 a night/\$7 a night as discussed above).
- If Sand City decides to not convert to the 3%, then Sand City would be removed from the MCTID. Council would have the option to pull out by declining to go to the 3% investment level.

Option 2:

- Sand City does not opt into the MCTID now, but renews at \$2,000 per year (subject to Monterey County Convention and Visitors Bureau Board (MCCVB) approval).
- The City would continue to receive the benefits of advertisement on its site
- Upon a hotel opening, Sand City has the option to request a modification to the MCTID boundaries for its inclusion.
- This option would require noticing all hotels in the County, two public notices, protest period and work by the City of Monterey staff and legal to manage.
- It also requires the MCTID Oversight Committee's approval. Staff noted there is no guarantee of inclusion at the time the hotel opens.

Option 3:

- The Council could opt out of the arrangement entirely. It would not receive advertising from the MCCVB.

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact:

The exact fiscal impact of this agreement is difficult to ascertain as it is based on actual hotel occupancy. The TID is an assessment paid by the visitors to a hotel and would have no negative impact on the City's budget. Full occupancy of the South of Tioga hotel would result in \$349,920 annually from visitors.

The TOT payment of 3% would depend on the amount of TOT the City collects, but if total TOT collected is \$1,000,000 the City would pay \$30,000.

Recommendation:

- 1) The City Manager is requesting that Council review these options and provide guidance to staff on its preferences.

2023-2033



MONTEREY COUNTY TOURISM IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

*Prepared pursuant to the Property and Business Improvement District Law of
1994, Streets and Highways Code section 36600 et seq.*

November 2, 2022

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Prepared by
Civitas



I. OVERVIEW

Developed by the Monterey County Destination Marketing Organization, Inc. d.b.a. Monterey County Convention and Visitors Bureau (MCCVB), the Monterey County Tourism Improvement District (MCTID) is an assessment district which provides specific benefits to payors by funding group sales and services and marketing communications activities for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The MCTID was initially created in 2006 pursuant to the Parking and Business Improvement Area Law of 1989 and was converted in 2019 pursuant to the Property and Business Improvement District Law of 1994 for a five (5) year term. MCCVB and Monterey County lodging businesses now wish to renew the MCTID for a ten (10) year term. Pursuant to Streets and Highways Code §36620.5, the City of Monterey shall continue to act as the lead jurisdiction for renewing the MCTID. The City of Monterey shall continue to receive MCTID annual reports. Funds raised through the MCTID are meant to supplement the Jurisdiction Partnership investments so as to have a competitive budget and business plan.

Location: The renewed MCTID includes all lodging businesses located within the boundaries of the unincorporated areas of Monterey County and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad. The MCTID is divided into two (2) benefit zones, as shown on the map in Section IV.

Services: The MCTID is designed to provide specific benefits directly to payors by increasing demand for room night sales. Group business development and marketing communications activities will increase demand for overnight tourism and market Monterey County as a tourist, meeting and event destination, thereby increasing demand for room night sales for assessed businesses.

Budget: The total MCTID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$8,856,266. This assessment budget is expected to increase as the assessment rate increases are adopted pursuant to this Plan, but this budget is expected to fluctuate as room sales do.

Cost: The assessment is a fixed amount per occupied room per night. The assessment is based on the business hotel type. Based on the benefit received, assessments shall not be collected on: stays of more than thirty (30) consecutive days; stays at vacation time-share facilities; stays at vacation rentals; stays at RV parks; stays by any Federal or State of California officer or employee when on official business; and stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. Initial assessment rates are:

Hotel Type	Zone 1	Zone 2
Luxury	\$7.00	\$7.50
Non-Luxury Full Service	\$4.50	\$5.00
Limited Service	\$1.50	\$2.00

Based on the provision of additional services and additional benefit to the lodging businesses, the assessment rate shall automatically increase biennially beginning in FY

2025-26, unless the MCCVB Board's TID Committee votes not to implement the automatic increase based upon circumstances that they deem significant. If the MCCVB Board's TID Committee elects to cancel the automatic increase for that year, the MCCVB Board's TID Committee may implement a cumulative increase at the next regularly scheduled rate increase.

Collection: The cities and County shall be responsible for collecting the assessment on a monthly, bi-monthly or quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the MCTID. The cities and County shall make all reasonable efforts to collect the assessments from each lodging business.

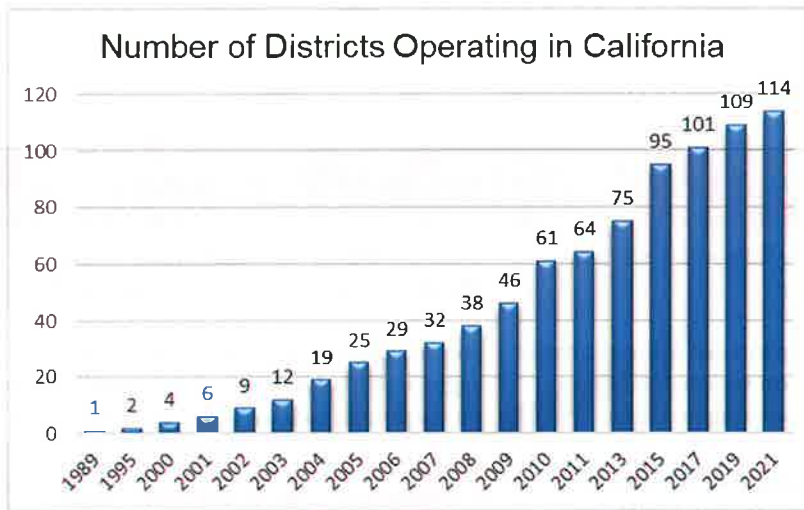
Duration: The renewed MCTID shall have a ten (10) year life, beginning July 1, 2023, or as soon as possible thereafter, and end ten (10) years from its start date. Once per year, beginning on the anniversary of MCTID renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a Monterey City Council hearing on MCTID termination.

Management: The MCCVB Monterey County Destination Marketing Organization, Inc. d.b.a. Monterey County Convention and Visitors Bureau (MCCVB) shall continue to serve as the Owners' Association for the MCTID. The MCCVB Board's TID Committee shall continue to have full decision-making authority over the expenditure of MCTID funds as defined in Section V. The Owners' Association is charged with managing funds and implementing activities in accordance with this Plan and must provide annual reports to the Monterey City Council.

II. BACKGROUND

A. Tourism Improvement District Overview

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over \$300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Monterey County lodging businesses continue to invest in stable, lodging-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of

tourism districts. TIDs allow lodging business owners to organize their efforts to increase demand for room night sales. Lodging business owners within the TID pay an assessment and those funds are used to provide services that increase demand for room night sales.

In California, most TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

B. Tourism Improvement District Benefits

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

C. MCTID History and Partnerships with Jurisdictions

The history of the Monterey County Tourism Improvement District (MCTID) is one of partnership. The MCTID was first established in 2006 because the region's hospitality industry recognized that TIDs create a reliable funding source for destination marketing.

Municipalities and the County of Monterey have historically demonstrated a commitment to fund tourism promotion. The renewed and expanded MCTID has been developed with this partnership in mind. The continued partnership is critical to the MCTID's success, as the funds raised through both the TID, the municipalities and the County of Monterey will allow a competitive budget and business plan for the region's destination marketing.

D. Looking Ahead

Market share, revenue, improved community connectivity

Focus	Currently	Investment in a Better Future
Sphere of Marketing Reach	Primarily Regional paid media advertiser	National Brand with paid media reach into Midwest, East Coast – high value travelers
Meetings & Conferences	Five-person sales team; primarily focused on regional meetings; limited booking incentive	Expand sales team; increase sales activities; aggressive booking incentive; intensify focus on corporate, incentive and Tour & Travel
Event Attraction & Promotion	No proactive event attraction effort; promotion limited to social and PR (no paid media)	Dedicated program to attract <i>advantageous</i> events; paid media support for select events
Transportation Development	Tactical and reactive; lacking a well-supported MCCVB/Community strategy	Annual dedicated budget; strategically proactive
International Marketing	One sales executive, limited co-op (VCA, Brand USA) marketing	Multi-country sales representation, significant increase in direct sales and marketing
Luxury Initiative	Direct sales through involvement with Virtuoso, ILTM, VCA; limited marketing	Significant expansion (2-3X) of both sales and marketing programs
Sustainable/Responsible Travel	Consistent messaging through unpaid (social & PR), limited paid media; implementation of See Monterey app	On-going paid media campaign; support shuttle programs/promotion; in-market collateral/signage;

III. BOUNDARY

The renewed MCTID shall include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the unincorporated areas of Monterey County and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad.

Lodging business means: any building, portion of any building, or group of buildings in which there are guest rooms or suites, including housekeeping units for transient guests, where lodging with or without meals is provided. Notwithstanding the previous sentence, lodging business does not include:

- Vacation time-share facilities;
- Vacation rentals, defined as a single family home, townhome, or condominium that is available for rent; and
- Recreational vehicle (RV) parks.

There are three types of lodging businesses in the MCTID: luxury, non-luxury full service, and limited service.

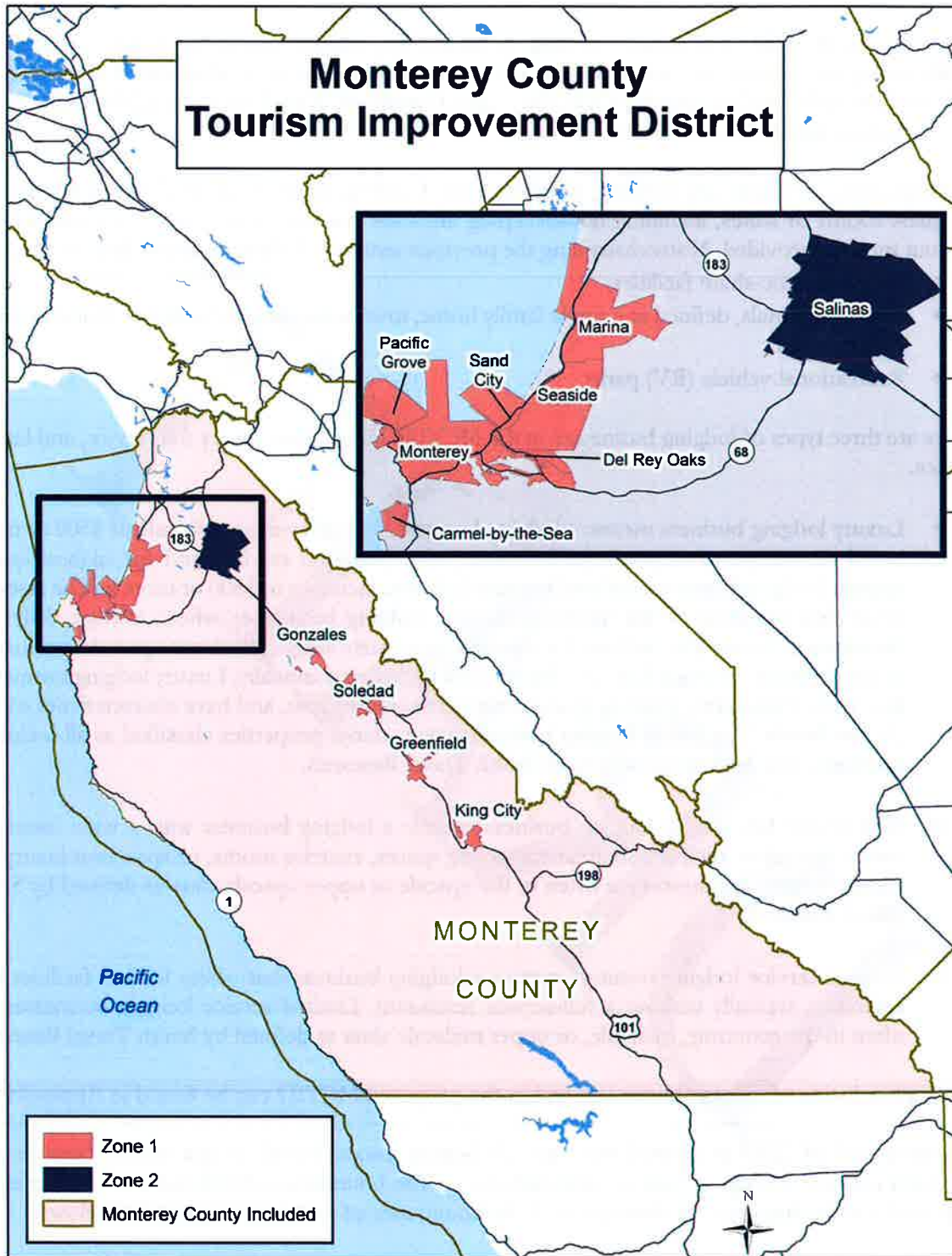
- Luxury lodging business means: a lodging business with an average daily rate of \$500 or more, based on the previous year's performance, with premium services and the highest quality ratings. Lodging businesses whose average daily rate increases to \$500 or more will be assessed upon determination of the increase; likewise, lodging businesses whose average daily rate decreases to below \$500 will not be assessed as a luxury lodging business upon determination of the decrease. Average daily rate figures shall be updated annually. Luxury lodging businesses may have restaurants, meeting spaces, exercise rooms, or spas, and have characteristics of five (5) star hotels. The luxury lodging business type includes properties classified as all-inclusive, boutique, and destination resorts by Smith Travel Research.
- Non-luxury full service lodging business means: a lodging business with a wide variety of onsite amenities, such as restaurants, meeting spaces, exercise rooms, or spas. non-luxury full service lodging businesses are often in the upscale or upper upscale class as defined by Smith Travel Research.
- Limited service lodging business means: a lodging business that offers limited facilities and amenities, typically without a full-service restaurant. Limited service lodging businesses are often in the economy, midscale, or upper midscale class as defined by Smith Travel Research.

A complete listing of lodging businesses within the proposed MCTID can be found in Appendix 2.

The proposed MCTID is divided into two (2) benefit zones, based on the special benefits and privileges granted to lodging businesses in each zone. The boundaries of each zone are shown in the map on the following page. A description of the boundaries of each zone is provided below:

Zone 1: Includes the unincorporated area of Monterey County and the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Sand City, Seaside, and Soledad.

Zone 2: Includes the City of Salinas. The boundaries of Zone 2 shall be the boundaries of the City of Salinas as may be amended from time to time.



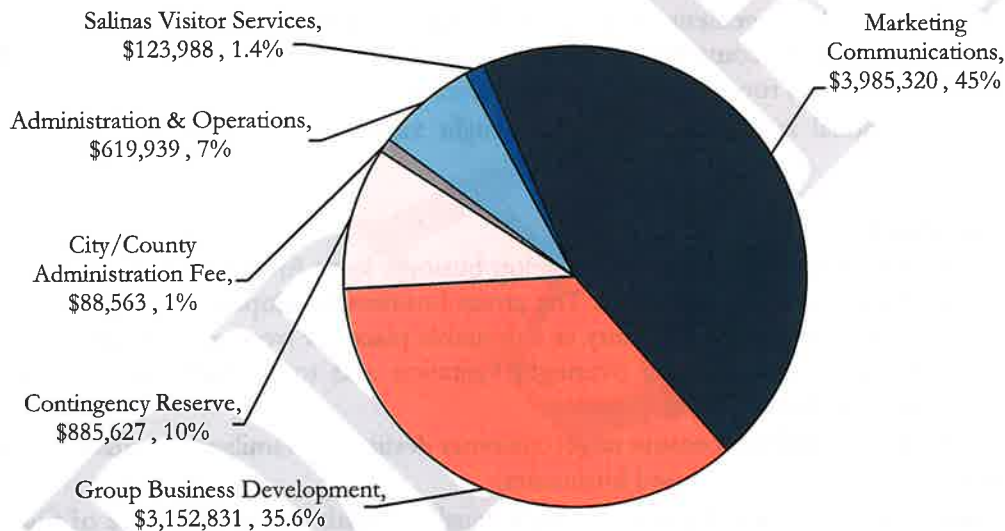
IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds shall be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of Monterey of conferring the benefits or granting the privileges. The privileges and services provided with the MCTID funds are group business development and marketing communications activities available only to assessed lodging businesses. The assessment rate for each hotel type will be commensurate with privileges and services provided to assessed businesses in each hotel type as detailed in Appendix 4.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget shall be developed and approved by MCCVB. The table below illustrates the initial annual assessment budget allocations. The total initial assessment budget is \$8,856,266.

Initial Annual Assessment Budget - \$8,856,266



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the assessment budget shall remain the same. However, with the exception of the Zone 2 assessment budget category of Salinas Visitor Services, the MCCVB TID Committee shall have the authority to adjust assessment budget allocations between the categories by no more than fifteen percent (15%) of the total assessment budget per year. Any changes to the assessment budget category allocations shall be included in the annual report to the City of Monterey. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the MCTID, any and all assessment funds may be used for the costs of defending the MCTID.

Each assessment budget category includes all costs related to providing that service. For example, the marketing communications assessment budget includes the cost of MCCVB staff time dedicated to overseeing and implementing the marketing communications program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the assessment budget. The costs of

an individual staff member may be allocated to multiple assessment budget categories. The staffing levels necessary to provide the services below shall be determined by the MCCVB on an as-needed basis.

Marketing Communications

The marketing communications program will promote assessed businesses as tourist, meeting, and events destinations. The marketing communications program will have a central theme of promoting Monterey County as a desirable place for overnight visits. The program will have the goal of generating overnight visitation and room sales at assessed businesses, and may include the following activities:

- Programs that develop and distribute content via paid, owned and earned channels to drive overnight visitation and room sales to assessed businesses;
- Partnership marketing initiatives with Monterey Regional Airport for domestic marketing, plus cooperative programs for international marketing to reach farther-out prospective visitors to drive overnight visitation and room sales to assessed businesses;
- Focus on high-priority, high-impact initiatives to drive overnight visitation and room sales to assessed businesses;
- Collaborations with transportation partners to make it easier to get to and around Monterey County to drive ideal overnight visitation and room sales to assessed businesses;
- Drive familiarity and engagement for group audiences through targeted direct marketing and retargeting programs to complement Group Sales' business development focus to drive overnight visitation and room sales to assessed businesses; and
- Expand international marketing to drive overnight visitation and room sales to assessed businesses.

Group Business Development

The group business development program will develop business leads for meetings and events that convert to room nights for assessed businesses. The group business development program will have a central theme of promoting Monterey County as a desirable place for overnight group visits. The program will have the goal of generating overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Group marketing initiatives to ensure target customer destination familiarity to drive overnight visitation and room sales to assessed businesses;
- A business development model ensuring highly qualified leads and efficient use of Owners' Association resources in developing new business opportunities to drive overnight visitation and room sales to assessed businesses;
- Focus on business development platform: engage, action, transaction, participation to drive overnight visitation and room sales to assessed businesses;
- Familiarization trips (FAMs) and site inspections to drive overnight visitation and room sales to assessed businesses;
- Strategic client services designed to make attendee's destination choice easier to drive overnight visitation and room sales to assessed businesses;
- Visitor services programs designed to extend stays at assessed businesses and increase visitor spending;
- Strategic business development services designed to identify, qualify, and pursue new business opportunities that best fit the destination's profile, targeting the ideal opportunities from key deployed markets to drive overnight visitation and room sales to assessed businesses; and
- Tour and travel sales programs to fill shoulder seasons and need periods for the destination to drive overnight visitation and room sales to assessed businesses.

Salinas Visitor Services

The Salinas Visitor Services portion of the assessment budget shall be utilized for funding visitor services activities for the benefit of generating overnight visitation and room night stays at Zone 2 lodging businesses. The Salinas Visitor Services program will provide visitors with brochures, maps, and information regarding local events. The Salinas Visitor Services assessment budget shall be the amount collected annually from the additional \$0.50 assessment in Zone 2.

MCCVB Administration and Operations

The MCCVB administration and operations portion of the assessment budget shall be utilized by the MCCVB for administrative staffing costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees.

City/County Administration Fee

The cities and County may retain a fee equal to one percent (1%) of the amount of the assessment collected, within their respective jurisdictions, to cover their costs of collection and administration.

Contingency/Reserve

The assessment budget includes a contingency line item to account for lower than anticipated collections or higher than anticipated program costs, if any. Up to ten percent (10%) of the assessment budget may be allocated to the contingency/reserve in any given year. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the TID Committee. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the TID Committee. Contingency/reserve funds may be spent on TID activities or administrative and renewal costs in such proportions as determined by the Committee. The reserve fund may be used for the costs of renewing the TID.

B. Annual Assessment Budget

The assessment is a fixed amount per occupied room per night. The assessment is based on the business hotel type. Based on the provision of additional services and additional benefit to the lodging businesses, the assessment rate shall automatically increase biennially beginning in FY 2025-26 for both Zone 1 and Zone 2, unless the MCCVB Board's TID Committee votes not to implement the automatic increase based upon circumstances that they deem significant. If the MCCVB Board's TID Committee elects to cancel the automatic increase for that year, the MCCVB Board's TID Committee may implement a cumulative increase at the next regularly scheduled rate increase. Because services shall remain constant for the Salinas Visitor Services program (brochures, maps, and information regarding local events for visitors), the additional rate of \$0.50 per annum in Zone 2 shall remain static over the life of the district. The biennial assessment increase in both Zone 1 and Zone 2 (notwithstanding the static \$0.50 rate in Zone 2), shall be \$0.90 per paid occupied room per night for luxury lodging businesses, \$0.60 per paid occupied room per night for non-luxury full service lodging businesses, and \$0.20 per paid occupied room per night for limited service lodging businesses.

The assessment budget is projected at an initial budget of \$8,856,266, increasing biennially for a total of \$111,645,780 through 2033. This amount is expected to fluctuate as occupancy rates increase at assessed businesses and when the assessment rate is increased. The following table demonstrates the estimated assessment budget over the life of the district, based on existing lodging businesses, following the rate increase schedule. Any new lodging businesses that commence business within the MCTID during the ten (10) year term shall be assessed using the same methodology listed in Section IV (D).

Estimated Annual Assessment Budget

Fiscal Year	Marketing Comm.	Group Bus. Devel.	Salinas Visitor Services (Zone 2 Only)	Contingency / Reserve	Admin & Operations	City/County Admin Fee	Total
2023-24	\$3,985,320	\$3,152,831	\$123,988	\$885,627	\$619,939	\$88,563	\$8,856,266
2024-25	\$3,985,320	\$3,152,831	\$123,988	\$885,627	\$619,939	\$88,563	\$8,856,266
2025-26	\$4,504,690	\$3,563,710	\$140,146	\$1,001,042	\$700,730	\$100,104	\$10,010,422
2026-27	\$4,504,690	\$3,563,710	\$140,146	\$1,001,042	\$700,730	\$100,104	\$10,010,422
2027-28	\$5,024,060	\$3,974,590	\$156,304	\$1,116,458	\$781,520	\$111,646	\$11,164,578
2028-29	\$5,024,060	\$3,974,590	\$156,304	\$1,116,458	\$781,520	\$111,646	\$11,164,578
2029-30	\$5,543,430	\$4,385,469	\$172,462	\$1,231,873	\$862,311	\$123,187	\$12,318,734
2030-31	\$5,543,430	\$4,385,469	\$172,462	\$1,231,873	\$862,311	\$123,187	\$12,318,734
2031-32	\$6,062,801	\$4,796,349	\$188,620	\$1,347,289	\$943,102	\$134,729	\$13,472,890
2032-33	\$6,062,801	\$4,796,349	\$188,620	\$1,347,289	\$943,102	\$134,729	\$13,472,890
Total	\$50,240,601	\$39,745,898	\$1,563,041	\$11,164,578	\$7,815,205	\$1,116,458	\$111,645,780

C. California Constitutional Compliance

The MCTID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term ‘assessments’ to levies on real property.¹ Rather, the MCTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the MCTID, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the cities and County of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”² The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the MCTID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the MCTID, and are narrowly tailored. MCTID funds shall be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assesseees. Assessment funds shall not be used to feature non-assessed lodging businesses in MCTID activities, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this MCTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is the generation of room night sales. The specific benefit of increased demand for room night sales for assessed lodging businesses shall be provided only to lodging businesses paying the district assessment, with MCTID activities promoting lodging businesses paying the MCTID assessment. The MCTID activities will be designed to generate room night sales at each assessed lodging businesses. Because they are necessary to provide the MCTID activities that specifically benefit the assessed lodging

¹ *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

² Cal. Const. art XIII C § 1(e)(1)

businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the MCTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”³

2. Specific Government Service

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”⁴ The legislature has recognized that marketing and promotions services like those to be provided by the MCTID are government services within the meaning of Proposition 26⁵. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”⁶

3. Reasonable Cost

MCTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed shall be used to provide the services described herein. Excluding Zone 2 funds managed by the City of Salinas, funds shall be managed by the MCCVB, and reports submitted on an annual basis to the City of Monterey. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from MCTID-funded activities, be featured in advertising campaigns, and benefit from other MCTID-funded services. Non-assessed lodging businesses will not receive these, nor any other, MCTID-funded services and benefits.

The MCTID-funded activities are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-MCTID funds. MCTID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

D. Assessment

The assessment is a fixed amount per occupied room per night. The assessment is based on the business hotel type. Based on the provision of additional services and additional benefit to the lodging businesses, the assessment rate shall automatically increase biennially beginning in FY 2025-26, unless the MCCVB Board’s TID Committee votes not to implement the automatic increase based upon circumstances that they deem significant. If the MCCVB Board’s TID Committee elects to cancel the automatic increase for that year, the MCCVB Board may implement a cumulative increase at the next regularly scheduled rate increase. Because services shall remain constant for the Salinas Visitor Services program (brochures, maps, and information regarding local events for visitors), the additional rate of \$0.50 per annum in Zone 2 shall not be increased over the life of the district. The biennial assessment

³ Government Code § 53758(a)

⁴ Cal. Const. art XIII C § 1(e)(2)

⁵ Government Code § 53758(b)

⁶ Government Code § 53758(b)

increase shall be \$0.90 per paid occupied room per night for luxury lodging businesses, \$0.60 per paid occupied room per night for non-luxury full service lodging businesses, and \$0.20 per paid occupied room per night for limited service lodging businesses. Based on the benefit received, assessments shall not be collected on: stays of more than thirty (30) consecutive days; stays at vacation time-share facilities; stays at vacation rentals; stays at RV parks; stays by any Federal or State of California officer or employee when on official business; and stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. The assessment increase schedule is illustrated in the table below.

Fiscal Year	Zone 1			Zone 2		
	Luxury	Non-Luxury Full Service	Limited Service	Luxury	Non-Luxury Full Service	Limited Service
2023-24	\$ 7.00	\$ 4.50	\$ 1.50	\$ 7.50	\$ 5.00	\$ 2.00
2024-25	\$ 7.00	\$ 4.50	\$ 1.50	\$ 7.50	\$ 5.00	\$ 2.00
2025-26	\$ 7.90	\$ 5.10	\$ 1.70	\$ 8.40	\$ 5.60	\$ 2.20
2026-27	\$ 7.90	\$ 5.10	\$ 1.70	\$ 8.40	\$ 5.60	\$ 2.20
2027-28	\$ 8.80	\$ 5.70	\$ 1.90	\$ 9.30	\$ 6.20	\$ 2.40
2028-29	\$ 8.80	\$ 5.70	\$ 1.90	\$ 9.30	\$ 6.20	\$ 2.40
2029-30	\$ 9.70	\$ 6.30	\$ 2.10	\$ 10.20	\$ 6.80	\$ 2.60
2030-31	\$ 9.70	\$ 6.30	\$ 2.10	\$ 10.20	\$ 6.80	\$ 2.60
2031-32	\$ 10.60	\$ 6.90	\$ 2.30	\$ 11.10	\$ 7.40	\$ 2.80
2032-33	\$ 10.60	\$ 6.90	\$ 2.30	\$ 11.10	\$ 7.40	\$ 2.80

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the MCTID assessment is identified separately it shall be disclosed as the "MCTID Assessment." As an alternative, the disclosure may include the amount of the MCTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of, the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

The MCTID shall reimburse the cities and County for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent MCTID assessment are sought to be recovered in the same collection action by the cities or County, the MCTID shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit any assessment imposed within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment or the estimated assessment.
2. *Continued Delinquency:* Any lodging business that fails to remit any delinquent assessment on or before a period of thirty (30) days following the date on which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the

assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.

3. *Fraud:* If the cities or County determine that the nonpayment of any remittance due is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto, in addition to the penalties stated in paragraphs 1 and 2 of this section.
4. *Interest:* In addition the penalties imposed, any lodging business that fails to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
5. *Penalties Merged with Assessment:* Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the assessment required to be paid.
6. *Audit Deficiency:* If, upon audit by the cities or County, a lodging business is found to be deficient in either its return or its remittances or both, the cities or County shall immediately invoice the lodging business for the amount of the net deficiency plus a penalty of ten percent (10%) of the net deficiency. If the lodging business fails or refuses to pay the deficient amount and applicable penalties within thirty (30) days of the date of the invoice, an additional ten percent (10%) penalty shall be added to the original deficiency. In addition to the penalties imposed, any lodging business that fails to remit payment of billed audit deficiencies within thirty (30) days of the date of the invoice shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the assessment, exclusive of penalties.

F. Time and Manner for Collecting Assessments

The MCTID assessment shall be implemented beginning July 1, 2023, or as soon as possible thereafter, and end ten (10) years from its start date. The cities and County shall be responsible for collecting the assessment on a monthly, bi-monthly or quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in their respective jurisdictions. The cities and County shall make all reasonable efforts to collect the assessments from each lodging business. The cities and County shall forward the assessments collected to the Owners' Association, except for the additional assessments in Zones 2.

V. GOVERNANCE

A. Owners' Association

The Monterey City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the MCTID as defined in Streets and Highways Code §36612. Monterey County Destination Marketing Organization, Inc. d.b.a. Monterey County Convention and Visitors Bureau (MCCVB) shall continue to serve as the Owners' Association for the MCTID. The MCCVB Board's TID Committee shall continue to have full decision-making authority over the expenditure of MCTID funds. The TID Committee shall be comprised solely of assessed lodging business representatives. The number of seats on the TID Committee from each MCTID jurisdiction shall reflect the proportional assessment revenue derived from each MCTID jurisdiction. Notwithstanding the forgoing, the City of Salinas shall have full decision-making authority over the expenditure of funds raised by the additional \$0.50 assessment rate on all lodging business types in Zone 2.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the MCCVB board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The MCCVB shall present an annual report at the end of each year of operation to the Monterey City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2022 SUPPLEMENT ***
(ALL 2021 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
 - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

- (1) A map showing the boundaries of the district.
- (2) Information specifying where the complete management district plan can be obtained.
- (3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
- (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial

year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such

businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
- (c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to

be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Business Address	City/State/Zip	Type
ABV Presidents Inn MUNRAS MTY	1150 MUNRAS AVE	MONTEREY, CA 93940	Limited
Adams Motel/Boronda Inn	2086 N. Main St.	Salinas, CA 93906	Limited
ADOBE INN	1919 GRAND CANAL BL.#B5	STOCKTON CA 95207	Full
Aloha Motel	235 Kern St.	Salinas, CA 93905	Limited
ANDRIL MOTEL & COTTAGES	569 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-3701	Limited
ARAMARK Sports & Entertainment	800 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-3704	Limited
AUBERGE CARMEL	PO BOX J	CARMEL CA 93921	Luxury
BAYSIDE INN	2055 NORTH FREMONT ST.	MONTEREY, CA 93940	Limited
BEACHCOMBER INN	1996 SUNSET DR	PACIFIC GROVE, CA 93950-3787	Limited
Bernardus Lodge	415 W CARMEL VALLEY RD	Carmel Valley, CA 93924-9417	Luxury
Best 5 Motel/Lakshmi Hotel Group	1010 Fairview Ave.	Salinas, CA 93905	Limited
BEST WESTERN DE ANZA INN	2141 NORTH FREMONT ST	MONTEREY, CA 93940	Limited
Best Western Marina State Beach	3290 DUNES DR	MARINA, CA 93933	Limited
BEST WESTERN MONTEREY INN	825 ABREGO	MONTEREY, CA 93940	Limited
Best Western Salinas Monterey/Western Hotel Corp	175 Kern St.	Salinas, CA 93905	Limited
Best Western Salinas Valley Inn	187 Kern St.	Salinas, CA 93905	Limited
BEST WESTERN INN AND SUITES	4258 CESAR CHAVEZ ST	San Francisco, CA 94131-1815	Limited
BEST WESTERN-PARK CREST	1100 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
BIDE A WEE INN AND COTTAGES	221 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-2093	Limited
Big Sur Campground & Cabins	47000 HIGHWAY 1	BIG SUR, CA 93920-9556	Limited
Big Sur Lodge	47225 HIGHWAY 1	BIG SUR, CA 93920-9542	Full
Big Sur River Inn	46800 HIGHWAY 1	BIG SUR, CA 93920-9693	Full
BLU PACIFIC HOTEL (FORMERLY COMFORT INN-MTY BAY)	2050 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
Blue Sky Lodge	10 FLIGHT RD	Carmel Valley, CA 93924-9617	Limited
BORGS MOTEL	1315 SKYVIEW DR	BURLINGAME, CA 94010-6236	Limited
Budget Inn Motel/BMN LLC	219 John St.	Salinas, CA 93901	Limited
BUTTERFLY GROVE INN	1073 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2357	Limited
Cabana Holiday	8710 Prunedale North Rd	SALINAS, CA 93907-1371	Limited
California Inn Motel	736 N. Main St.	Salinas, CA 93906	Limited
CANDLE BAY INN	2118 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
CANDLELIGHT INN	P.O. Box 101	CARMEL CA 93921	Limited
CANNERY ROW INN	200 FOAM ST.	MONTEREY, CA 93940	Limited
Capitol Motel/Jainika Corporation	2110 N. Main St.	Salinas, CA 93906	Limited
Captain's Inn At Moss Landing	8122 MOSS LANDING RD	Moss Landing, CA 95039-9617	Limited
CARMEL BAY VIEW INN	700 UNIVERSITY AV.#150	SACRAMENTO CA 95825	Limited
CARMEL COTTAGE INN	PO BOX 5805	CARMEL CA 93921	Limited
CARMEL COUNTRY INN	PO BOX 3756	CARMEL CA 93921	Limited
CARMEL FIREPLACE INN INC.	P.O. BOX 5245	CARMEL CA 93921	Limited
CARMEL GARDEN INN	PO BOX 5547	CARMEL CA 93921	Limited
CARMEL GREEN LANTERN INN	PO BOX 1114	CARMEL CA 93921	Limited

CARMEL INN & SUITES	P.O. BOX 1295	CARMEL CA 93921	Limited
CARMEL LODGE	P.O. BOX 4235	CARMEL CA 93921	Limited
Carmel Mission Inn	3665 RIO RD	CARMEL, CA 93923-8609	Full
CARMEL OAKS INN	P.O. BOX 3696	CARMEL CA 93921	Limited
CARMEL RESORT INN	P.O. BOX 2106	MONTEREY CA 93942	Limited
Carmel River Inn	26600 OLIVER RD	CARMEL, CA 93923-9219	Limited
CARMEL TRADEWINDS INN	P. O. BOX 3403	CARMEL CA 93921	Limited
Carmel Valley Lodge	8 FORD RD	Carmel Valley, CA 93924-9511	Limited
Carmel Valley Manor	8545 CARMEL VALLEY RD	CARMEL, CA 93923-9556	Full
Carmel Valley Ranch	1 OLD RANCH RD	CARMEL, CA 93923-8551	Luxury
CARMEL WAYFARER INN	P.O. BOX 1896	CARMEL CA 93921	Limited
CARMEL'S TOWN HOUSE LODGE	P.O. BOX 3574	CARMEL CA 93921	Limited
CARRIAGE HOUSE INN	PO BOX 101	CARMEL CA 93921	Limited
Casa Linda Motel	1109 N. Main St.	Salinas, CA 93906	Limited
CASA MUNRAS HOTEL	700 MUNRAS AVENUE	MONTEREY, CA 93940	Full
Casa Palmero	1518 CYPRESS DR	PEBBLE BEACH, CA 93953	Luxury
CASA VERDE INN	2113 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
CENTRELLA INN	612 CENTRAL AVE	PACIFIC GROVE, CA 93950-2611	Limited
Ciudad Del Rey Motel	50620 MESA VERDE RD	KING CITY, CA 93930	Limited
CLARION HOTEL	1046 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
COACHMAN'S INN	PO BOX 3073	MONTEREY CA 93940	Limited
COLTON INN	707 PACIFIC ST	MONTEREY, CA 93940	Limited
COMFORT INN	140 RESERVATION RD	MARINA, CA 93933-2522	Limited
Comfort Inn & Suites/Shakti LLC	181 Kern St.	Salinas, CA 93905	Limited
Comfort Inn Monterey Airport	1200 OLMSTED RD	MONTEREY, CA 93940	Limited
COMFORT INN-CARMEL BY THE SEA	P.O. BOX 3838	CARMEL CA 93921	Limited
Contenta Inn	20 VIA CONTENTA	Carmel Valley, CA 93924-9501	Limited
Continental Motel	1165 N. Main St.	Salinas, CA 93906	Limited
COUNTRY INN & SUITES	3288 DUNES DR	MARINA, CA 93933	Limited
Country Inn/Meldi Inc	126 John St.	Salinas, CA 93901	Limited
Courtyard Salinas	17225 EL RANCHO WAY	SALINAS, CA 93907-1732	Limited
CVI INVESTORS	PO BOX 3185	CARMEL CA 93921	Limited
CVI INVESTORS	PO BOX 3185	CARMEL CA 93921	Limited
CYPRESS INN	P.O. Box Y	CARMEL CA 93921	Limited
Days Inn	1130 Broadway St	KING CITY, CA 93930	Limited
DAYS INN	1288 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
DAYS INN - SAN CARLOS	850 ABREGO	MONTEREY, CA 93940	Limited
DEER HAVEN INN	750 CROCKER AVE	PACIFIC GROVE, CA 93950-3727	Limited
Deetjen's Big Sur Inn	48865 HIGHWAY 1	BIG SUR, CA 93920-9512	Full
Discovery Inn	1106 Fremont Blvd.	Seaside, CA 93955	Limited
ECONO LODGE (MONTEREY FAIRGROUNDS INN)	2042 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
EconoLodge Bay Breeze Inn	2049 Fremont Blvd	Seaside, CA 93955	Limited
Economy Inn	214 John St.	Salinas, CA 93901	Limited
Economy Inn	1131 Fremont Blvd.	Seaside, CA 93955	Limited

EL CASTELL MOTEL	2102 NORTH FREMONT	MONTEREY, CA 93940	Limited
El Dorado Motel/Café Main Street	1351 N. Main	Salinas, CA 93906	Limited
El Rey Motel	443 W. Market St.	Salinas, CA 93901	Limited
El Sombrero Motel/Ramesh J. Patel	210 Abbott St.	Salinas, CA 93901	Limited
Embassy Suites	1441 Canyon Del Rey Blvd.	Seaside, CA 93955	Full
Esalen Institute	55000 HIGHWAY 1	BIG SUR, CA 93920-9546	Full
Fairview Inn	1060 Fairview Ave.	Salinas, CA 93905	Limited
Fernwood Resort	47200 HIGHWAY 1	BIG SUR, CA 93920-9542	Limited
Fireside Inn	640 Broadway St	KING CITY, CA 93930	Limited
FOREST LODGE	PO BOX 6286	CARMEL CA 93921	Limited
Gateway Lodge	1909 Fremont Blvd. #3128	Seaside, CA 93955	Limited
Glen Oaks Big Sur	47080 HIGHWAY 1	BIG SUR, CA 93920-9556	Limited
Gorda Cabin Rental	7801 HIGHWAY 1	BIG SUR, CA 93920	Limited
GOSBY HOUSE INN	643 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2691	Limited
GREEN GABLES INN	PO BOX 3073	MONTEREY, CA 93942-3080	Limited
H.I. Resort Condominium Assoc, Inc	120 HIGHLAND DR	CARMEL, CA 93923-9607	Full
Hacienda House	505 CORRAL DE TIERRA RD	SALINAS, CA 93908-8950	Limited
HAMPTON INN	17777 Center Court Dr. #725	MARINA, CA 93933	Limited
Hampton Inn & Suites/Salinas Hotel Investors	523 Work St.	Salinas, CA 93901	Limited
HAMPTON INN (formerly LaQuinta)	2401 DEL MONTE AVENUE	MONTEREY, CA 93940	Limited
HHLP SANCTUARY ASSOCIATES	3295 DUNES RD	MARINA, CA 93933-2002	Full
Hidden Valley Inn	102 W CARMEL VALLEY RD	Carmel Valley, CA 93924-9573	Limited
Highlands Inn	140 HIGHLAND DR	CARMEL, CA 93923-9607	Limited
HILTON GARDEN INN	1000 AGUAJITO RD	MONTEREY, CA 93940	Full
HOFSAS HOUSE INC.	P.O. BOX 1195	CARMEL CA 93921	Limited
Holiday Inn Express	1400 Del Monte Blvd.	Seaside, CA 93955	Limited
HOLIDAY INN EXPRESS	443 WAVE STREET	MONTEREY, CA 93940	Limited
Holiday Inn Express & Suites	195 Kern St.	Salinas, CA 93905	Limited
Holiday Inn Express & Suites Marina	189 SEASIDE AVE	MARINA, CA 93933-2505	Limited
Holman Ranch, LLC	60 HOLMAN RD	Carmel Valley, CA 93924-9620	Limited
HOME 2 SUITES	1534 Fremont Blvd Suite D	MARINA, CA 93933	Limited
HORIZON INN	P. O. BOX 1693	CARMEL CA 93921	Limited
HOTEL 1110	1110 DEL MONTE AVENUE	MONTEREY, CA 93940	Limited
HOTEL ABREGO	755 ABREGO ST.	MONTEREY, CA 93940	Full
HOTEL CARMEL	8000 S Arizona Grand Pkwy	PHOENIX AZ 85044	Limited
HOTEL PACIFIC	300 PACIFIC STREET	MONTEREY, CA 93940	Limited
HOWARD JOHNSON	416 RESERVATION RD	MARINA, CA 93933-3320	Limited
Howard Johnson Inn/Ambakari, Inc	131 John St.	Salinas, CA 93901	Limited
HYATT REGENCY MONTEREY	ONE OLD GOLF COURSE RD.	MONTEREY, CA 93940	Full
IHG ARMY POM	Presidio of Monterey	MONTEREY, CA 93940	Full
Inn at King City	4 Broadway Cir.	KING CITY, CA 93930	Limited
Inn At Moss Landing Point	8425 MOSS LANDING RD D	Moss Landing, CA 95039-9679	Limited

Inn At Spanish Bay, Attn: David Hoopingarner	2700 17 MILE DR	PEBBLE BEACH, CA 93953	Luxury
Inn at the Pinnacles	32025 Stonewall Canyon Rd	SOLEDAD, CA 93960	Limited
INN BY THE BAY MONTEREY	936 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Inns of California	1215 De La Torre	Salinas, CA 93905	Limited
INTERCONTINENTAL – The Clement	750 CANNERY ROW	MONTEREY, CA 93940	Full
JABBERWOCK	598 LAINE ST.	MONTEREY, CA 93940	Limited
Keefers Inn	615 Canal St	KING CITY, CA 93930	Limited
LA PLAYA HOTEL	8000 S Arizona Grand Pkwy	PHOENIX AZ 85044	Luxury
LAGUNA LODGE	430 RESERVATION RD	MARINA, CA 93933-3320	Limited
LAMPLIGHTER INN	PO BOX 6286	CARMEL CA 93921	Limited
Laurel Inn	801 W. Laurel Dr.	Salinas, CA 93906	Limited
Lincoln Green Inn	26200 CARMELO ST	CARMEL, CA 93923-9134	Limited
LOBOS LODGE	P.O. Box L-1	CARMEL CA 93921	Limited
LONE OAK MOTEL	2221 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
Los Laureles Lodge	313 W CARMEL VALLEY RD	Carmel Valley, CA 93924-9415	Full
LOVERS POINT INN	9600 Blue Larkspur Ln Ste 101	MONTEREY, CA 93940-6585	Limited
Lucia Lodge	62400 HIGHWAY 1	BIG SUR, CA 93920-9533	Limited
MARIPOSA INN	1386 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
MARRIOTT SPRINGHILL SUITES	215 10TH ST	MARINA, CA 93933-6004	Limited
MARTINE INN	PO BOX 330	PACIFIC GROVE, CA 93950-0321	Limited
MERRITT HOUSE	386 PACIFIC ST.	MONTEREY, CA 93940	Limited
Mission Ranch	26270 DOLORES ST	CARMEL, CA 93923-9218	Full
Monarch Inn	633 Broadway St.	KING CITY, CA 93930	Limited
MONARCH RESORT	1111 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2312	Limited
MONTE VERDE INN	PO BOX 394	CARMEL CA 93921	Limited
MONTE VERDE INN EAST	P.O.BOX 394	CARMEL CA 93921	Limited
MONTEREY BAY INN	242 CANNERY ROW	MONTEREY, CA 93940	Limited
MONTEREY BAY LODGE	55 CAMINO AGUAJITO	MONTEREY, CA 93940	Limited
MONTEREY FIREPLACE INN	2362 N. Fremont	MONTEREY, CA 93940	Limited
MONTEREY FIRESIDE MOTEL	1131 TENTH ST.	MONTEREY, CA 93940	Limited
MONTEREY HOSTEL	778 HAWTHORNE ST.	MONTEREY, CA 93940	Limited
MONTEREY HOTEL	406 ALVARADO	MONTEREY, CA 93940	Limited
MONTEREY MARRIOTT	350 CALLE PRINCIPAL	MONTEREY, CA 93940	Full
MONTEREY OCEANSIDE INN	2030 DEL MONTE AVENUE	MONTEREY, CA 93940	Limited
MONTEREY PENINSULA INN	1101 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2312	Limited
Monterey Pines Inn	1298 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
MONTEREY PLAZA	400 CANNERY ROW	MONTEREY, CA 93940	Full
MONTEREY SURF INN	1200 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
MONTEREY TIDES HOTEL	2600 SAND DUNES DRIVE	MONTEREY, CA 93940	Full
MOTEL 6	2124 NORTH FREMONT	MONTEREY, CA 93940	Limited
Motel 6 #0639/G6 Hospitality Property LLC	1257 De La Torre	Salinas, CA 93905	Limited
MOTEL 6 #1026	100 RESERVATION RD	MARINA, CA 93933-2517	Limited

Motel 6 #1370/G6 Hospitality Property LLC	140 Kern St.	Salinas, CA 93901	Limited
MOTEL 6 MONTEREY DOWNTOWN	1240 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Motel 6 Soledad	152 San Felipe Rd	Soledad CA 93960	Limited
Mountain Paradise	17717 CACHAGUA RD	Carmel Valley, CA 93924-9319	Limited
MUNRAS INN	1010 MUNRAS AVE	MONTEREY, CA 93940	Limited
NORMANDY INN	700 UNIVERSITY AV.#150	SACRAMENTO CA 95925	Limited
OCEAN VIEW LODGE	P. O. BOX 1693	CARMEL CA 93921	Limited
OCM LIGHTHOUSE LODGE LLC	1150 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2360	Limited
OLD MARINA INN	3110 DEL MONTE BLVD	MARINA, CA 93933-3049	Limited
OLD MONTEREY INN	500 MARTIN STREET	MONTEREY, CA 93940	Limited
OLD SAINT ANGELA INN	321 CENTRAL AVE	PACIFIC GROVE, CA 93950-2934	Limited
OLYMPIA MOTOR LODGE	PO BOX 51907	PACIFIC GROVE, CA 93950-6907	Limited
Pacific Best Inn	1141 Fremont Blvd.	Seaside, CA 93955	Limited
PACIFIC GARDENS INN	701 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-3701	Limited
PACIFIC GROVE INN	PO BOX 2106	MONTEREY, CA 93942-2215	Limited
PACIFIC GROVE PLAZA	PO BOX 476	PACIFIC GROVE, CA 93950-0476	Limited
PACIFIC INN MONTEREY	2332 NORTH FREMONT ST.	MONTEREY, CA 93940	Limited
PADRE OAKS MOTEL	1278 MUNRAS AVE	MONTEREY, CA 93940	Limited
Pal Rest Easy LLC	196 Infantry RD	Fort Hunter Liggett, CA 93928	Limited
Parkfield Inn	70403 PARKFIELD RD	SAN MIGUEL, CA 93451	Limited
PELICAN INN	2058 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
Pessagno Winery	1645 RIVER RD	SALINAS, CA 93908-8751	Limited
PINE ACRES LODGE	1380 LEAD HILL BLVD 201	ROSEVILLE, CA 95661-2997	Limited
PINE INN	P.O. Box 250	CARMEL CA 93921	Full
PORTOLA HOTEL & SPA	2 PORTOLA PLAZA	MONTEREY, CA 93940	Full
Post Ranch Inn	47900 HIGHWAY 1	BIG SUR, CA 93920-9576	Luxury
Prunedale Motor Lodge	1017 EL CAMINO REAL N	PRUNEDALE, CA 93907-3359	Limited
Prunedale Motor Lodge Cabins	1017 EL CAMINO REAL N	PRUNEDALE, CA 93907-3359	Limited
Quail Lodge And Golf Club	8205 VALLEY GREENS DR	CARMEL, CA 93923-9512	Luxury
Quality Inn	1190 Broadway St.	KING CITY, CA 93930	Limited
QUALITY INN - FAIRGROUNDS	2075 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
QUALITY INN - MUNRAS (Arbor Inn)	1058 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Quality Inn/Om Namah	144 Kern St	Salinas, CA 93905	Limited
RAMADA INN	323 RESERVATION RD	MARINA, CA 93933-3218	Limited
RAMADA LTD. CARMEL HILL	1182 CASS STREET	MONTEREY, CA 93940	Limited
RED LION INN (FORMERLY BAY PARK HOTEL)	1425 MUNRAS AVENUE	MONTEREY, CA 93940	Full
RED ROOF INN	2227 N FREMONT ST	MONTEREY, CA 93940	Limited
Residence Inn Salinas	17215 EL RANCHO WAY	SALINAS, CA 93907-1732	Limited
Rex Motel/Parshottambhai M Ahir	305 Kern St.	Salinas, CA 93905	Limited
Ripplewood Resort	47047 HIGHWAY 1	BIG SUR, CA 93920	Full
Riverside Campground	47020 HIGHWAY 1	BIG SUR, CA 93920-9556	Limited
RODEWAY INN	2041 FREMONT ST	MONTEREY, CA 93940	Limited
Rodeway Inn (Formerly Knights Inn)	1374 MUNRAS AVENUE	MONTEREY, CA 93940	Limited

ROSEDALE INN	4781 SAN LUCAS WAY	SAN JOSE, CA 95135-2345	Limited
Sai Enterprises DBA Motel 6	3 Broadway Cir.	KING CITY, CA 93930	Limited
Salinas Travel Inn/MJ Nahal Inc	425 Monterey St.	Salinas, CA 93901	Limited
Salinas Valley Motel/Aatray Hotels, Inc/BAPS LLC	2100 N. Main St.	Salinas, CA 93906	Limited
Sand Castle Inn	1011 La Salle Ave.	Seaside, CA 93955	Limited
Sand Dollar Inn (formerly Magic Carpet Inn)	1875 Fremont Blvd	Seaside, CA 93955	Limited
Sandpiper Inn	2408 BAY VIEW AVE	CARMEL, CA 93923-9118	Limited
SEA VIEW INN	35 W. POPLAR AV.	SAN MATEO CA 94402	Limited
SeaLamp Inn	2201 Del Monte Blvd.	Seaside, CA 93955	Limited
Seaside Inn	1986 Del Monte Blvd.	Seaside, CA 93955	Limited
SEVEN GABLES INN	301 N CANON DR STE 302	BEVERLY HILLS, CA 90210-4724	Limited
Silver Saddle	705 Broadway St	KING CITY, CA 93930	Limited
Soledad Motel 8	1013 Front St	Soledad CA 93960	Limited
SPINDRIFT INN	652 CANNERY ROW	MONTEREY, CA 93940	Full
STAGE COACH LODGE	1111 10 ST	MONTEREY, CA 93940	Limited
Steinbeck Lodge/Travelodge/J S Inc	109 John St.	Salinas, CA 93901	Limited
STONEHOUSE INN	5130 COMMERCIAL CIRCLE	CONCORD CA 94520	Limited
Stonepine Estate Resort	150 E CARMEL VALLEY RD	Carmel Valley, CA 93924-9605	Full
SUNSET HOUSE	PO BOX 6286	CARMEL CA 93921	Limited
SUNSET INN	133 ASILOMAR BLVD	PACIFIC GROVE, CA 93950-2094	Limited
SUPER 8 - FREMONT	2120 NO. FREMONT ST.	MONTEREY, CA 93940	Limited
SUPER 8 - MUNRAS	1300 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Super 8/Ram Hotels LLC	131 Kern St.	Salinas, CA 93906	Limited
Sure Stay Hotel	1893 Fremont Blvd.	Seaside, CA 93955	Limited
SVENDSGAARD'S INN	PO BOX 101	CARMEL CA 93921	Limited
TALLY HO INN	P.O. Box 3726	CARMEL CA 93921	Limited
Tehama Golf Club, LLC	25000 Via Malpaso Canada Woods	CARMEL, CA 93923	Limited
THE BRIARWOOD INN	PO BOX 5245	CARMEL CA 93921	Limited
THE BRIARWOOD INN II	PO BOX 5245	CARMEL CA 93921	Limited
THE COLONIAL TERRACE	P.O. BOX 1375	CARMEL CA 93921	Limited
The Holly Farm	9200 CARMEL VALLEY RD	CARMEL, CA 93923-9574	Limited
THE HOMESTEAD	26270 DOLORES ST.	CARMEL CA 93923	Limited
The Inn at 1252 Monterey	1252 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
The Inn at 1252 Monterey	1262 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
The Lodge At Pebble Beach Attn: David Hoopingarner	1500 CYPRESS DR	PEBBLE BEACH, CA 93953	Luxury
THE SEA BREEZE INN	1100 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2362	Limited
THE STEVENSON MONTEREY	675 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
THE VAGABOND'S HOUSE	PO BOX 2747	CARMEL CA 93921	Limited
Thunderbird Motel	1933 Fremont Blvd. #3128	Seaside, CA 93955	Limited
Tickle Pink Motor Inn	155 HIGHLAND DR	CARMEL, CA 93923-9601	Limited
TRAVELODGE - FAIRGROUNDS	2030 N. FREMONT ST	MONTEREY, CA 93940	Limited

Treebones Resort	71895 HIGHWAY 1	BIG SUR, CA 93920-9573	Limited
Vendange Carmel Inn & Suites	24815 CARPENTER ST	CARMEL, CA 93923	Limited
Ventana Big Sur	48123 HIGHWAY 1	BIG SUR, CA 93920-9538	Luxury
VICTORIAN INN	487 FOAM STREET	MONTEREY, CA 93940	Limited
VILLA FRANCA (FORMERLY EL DORADO INN)	900 MUNRAS AVENUE	MONTEREY, CA 93940	Limited
Vision Quest Safari Bed & Breakfast	400 RIVER RD	SALINAS, CA 93908-9627	Limited
Wagon Wheel Motel	1217 N. Main St.	Salinas, CA 93906	Limited
WAVE STREET INN (PREVIOUSLY OTTER INN)	571 WAVE ST	MONTEREY, CA 93940	Limited
WAYSIDE INN	PO BOX 101	CARMEL CA 93921	Limited
Western Motel/Western Skylodge LLC	6 S. Wood St.	Salinas, CA 93906	Limited
WILKIES INN	1038 LIGHTHOUSE AVE	PACIFIC GROVE, CA 93950-2424	Limited
Willow Lodge	719 S. Main St.	Salinas, CA 93901	Limited
Zen Mtn Center/Tassajar Springs C/O Ccao Controlle	39171 TASSAJARA RD	CARMEL VALLEY, CA 93924-9316	Limited

**List as of October 2022*

APPENDIX 3 – BENEFITS BY HOTEL TYPE

PROGRAMS / ACTIVITIES	Luxury	Non-Luxury Full Service	Limited Service
General: Inclusion in Sales, Marketing, and Promotional Opportunities*	X	X	X
General: Listing on www.SeeMonterey.com with direct link to hotel page	X	X	X
General: Inclusion on SeeMonterey Online travel planning app	X	X	X
General: Inclusion on SeeMonterey Consumer Brochures	X	X	X
General: Access to SeeMonterey research reports and insights	X	X	X
General: Represented by SeeMonterey at industry conferences & events	X	X	X
Consumer: Opportunity to participate in Consumer Marketing Campaigns	X	X	X
Consumer: Public Relations participation opportunities	X	X	X
Consumer: Familiarization Tour (Press & Influencer) Opportunities	X	X	X
Consumer: Inclusion Opportunity in Social Media Efforts	X	X	X
Consumer: Inclusion Opportunity in Destination Video & Photo Shoots	X	X	X
Consumer: New project & special event opportunities	X	X	X
Travel Trade: Trade Show Opportunities	X	X	X
Travel Trade: Sales Mission Opportunities	X	X	X
Travel Trade: Lead Opportunities	X	X	X
Travel Trade: Familiarization Tour Leads (Press & Travel Trade) Opportunities	X	X	X
Meetings/Group: Brochure Inclusion (Mention)	X	X	X
Meetings/Group: Familiarization Tours	X	X	
Meetings/Group: Tradeshow Participation	X	X	
Meetings/Group: Site Inspections	X	X	
Meetings/Group: Marketing Campaigns	X	X	
Meetings/Group: Brochure Inclusion (Full Page)	X	X	
Inclusion in SeeMonterey destination partnership with Virtuoso Network	X		

Representation a luxury travel conferences (e.g. ILTM)	X		
Representation at VCA luxury travel week	X		
Featured in Luxury Advertising Campaign	X		
Featured in Luxury Public Relations Campaign	X		

** Each property that meets the minimum criteria of the client, journalist, or meeting planner will be promoted.*

**AGENDA ITEM
3B.**

**Consideration and Approval of City
RESOLUTION Authorizing the City
Manager to Execute a Management and
Administrative Services Agreement with
Regional Government Services (RGS) in an
amount not to exceed \$68,000 for Fiscal
Year 2022-2023**



City of Sand City

Staff Memo

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
DATE: February 14, 2023 (for the February 16 Special Council meeting)
SUBJECT: Contract with Regional Government Services Authority (RGS) for
Municipal Finance and HR services in an amount not to exceed \$68,000

Background:

On January 30, 2023, the City's HR/Finance Specialist announced her retirement starting on March 1, 2023. To fill her position, the City Manager has reached out to other City Managers in Monterey County. Regional Government Services Authority (RGS) provides municipal finance services to the City of Del Rey Oaks. RGS is a Joint Powers Authority (JPA), formed under Section 6500 of the California Government Code which was created to serve the consulting, administrative and project management needs of local governments. Mr. Glenn Lazov has provided a proposal attached to this staff report as Exhibit A. RGS will provide comprehensive financial management services to ensure effective and compliant financial administration for the City. In addition, RGS will be able to review the practices of the Finance Department and suggests changes the City could implement to improve and update its finance Department's processes.

RGS will assign RGS employees to serve as Finance Advisor to the City, facilitate complex and necessary Administrative Activities, and facilitate best practices on Human Resources as well as completion of requested HR projects.

Exhibit B to the draft Agreement sets forth the services RGS will be providing under the contract.

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

Fiscal Impact:

The Contract is for an amount not to exceed \$68,000 for the remainder of the fiscal year 22-23. The approval of this contract will require a budget amendment.

Recommendation:

Approve the attached resolution authorizing the City manager to enter into an agreement with RGS consulting.

Attachments:

Exhibit A to Staff Report – Workplan/Proposal

Resolution:

Exhibit A to Resolution -Agreement for Management and Administrative Services

Exhibit B to Agreement- Services provided by RGS



RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

RGS Workplan

This workplan serves as a communication tool between the District's Management and RGS advisors to provide more detailed guidance to RGS Consultants regarding the fully outsourced services. As it is not appended to the contract, this document can be revised at any time by authorized persons. E-mail documentation of such amendment is deemed sufficient

Finance Services

These services may include but are not limited to:

- 1.1. Provide Financial Reports and Written reports to Management, Governing Board (Monthly, Quarterly), and Office of the State Controller.
- 1.2. Biennial Budget Development/ Publication and Adjustments.
 - 1.2.1. Calculations of all salaries, benefits and standard expenses including but not limited to:
 - 1.2.2. Copy and make binders for adopted budgets for shelf and department heads.
 - 1.2.3. Enter adopted budgets into financial software.
 - 1.2.4. Attend Budget Committee and Council meetings for budget presentations.
- 1.3 Contracts –
 - 1.3.1 Update ledgers
 - 1.3.2 W-9's
- 1.4 Process Monthly Payroll and Benefits
 - 1.4.1 State Reporting – Annual report for all employee wages, overtime, cash outs and benefits to be sent to State.
 - 1.4.2 Benefits – Manage updates, additions and deletions of dental, vision, life insurance, LTD, health, Pers 457 and retirement plans.
 - 1.4.3 Update employee benefit sheet annually.
 - 1.4.4 Quarterly payroll taxes and reporting
 - 1.4.5 W-2 balancing and processing.
 - 1.4.6 Process all employee garnishments.
 - 1.4.7 Track monthly and annual police officer overtime.
 - 1.4.8 • Manages collection and deposit of monthly POA dues
- 1.5 Accounts Payable transactions including but not limited to:
 - 1.5.1 1099 processing and mailing
 - 1.5.2 Update and manage all vendor worksheets by department expense.
 - 1.5.3 All Visa and Cal Cards reconciliation and payments
- 1.6 Accounts Receivable and Revenue
 - 1.6.1 Lease Invoicing
- 1.7 Property Tax Roll Reconciliation
- 1.8 Sales Tax
 - 1.8.1 Quarterly HdL shopping center sales tax information complete ledgers and reports
- 1.9 Reporting as required and requested for Successor Agency
 - 1.9.1 Keep ledgers for monthly sales tax and transactions tax (for auditing purposes)
 - 1.9.2 Keep ledger for property tax.

- 1.9.3 ROPS binders with spreadsheets and funds received. Accounts payable for loan obligations from ROPS funds
- 1.9.4 Manage ledgers for all obligations.
- 1.9.5 Calculate quarterly administration expense reimbursement and process payment
- 1.9.6 Process bond payments and Seaside Judgment payments twice a year
- 1.9.7 Ledgers for ROPS income and expense
- 1.9.8 Process all accounts payable and accounts receivable.
- 1.10 Delinquent Accounts Reconciliation
- 1.11 Banking and Treasury – Including but not limited.
 - 1.11.1 Bank Reconciliations
 - 1.11.2 Cash Management, per policy, requests, and analysis of requirements- Final Approvals by City
 - 1.11.3 Police Special Response Unit Bank Account management and reporting
- 1.12 Business Licenses
 - 1.12.1 Renewal preparation and mailings
 - 1.12.2 Process new and renewal licenses
 - 1.12.3 past due reminder mailings and phone calls
 - 1.12.4 Monthly changes to City website business directory
 - 1.12.5 Quarterly balance with software and ledgers, pay fee to the State.
- 1.13 Grants
 - 1.13.1 Manage ledgers, process funds and expenses for all grants.
 - 1.13.2 Assist Mike with annual CSA74 EMS grant request with copies of all expenses.
 - 1.13.3 Send quarterly invoices to grant agencies.
- 1.14 Invoice developers for engineering and planning expense reimbursements. Follow up to collect if necessary.
- 1.15 Manage and update all ledgers with copies: Including but not limited to Art Committee, business license CAS fees, reimbursement agreements, West End, annual awards banquet, annual Christmas tree lighting, City BBQ, developer projects, engineering projects, City projects, Desalination wells, beach clean-up, child support and withholding, community garden, lease payments, OPEB annual payments, parking permits, parking citations, impact fees, TAMC fees, temp services, LOCC expenses, Cal Am lease payments, cell tower lease , Parking Citations, payments, etc.
- 1.16 Calculate Square deposits (PD & CH) monthly,
 - 1.16.1 Process transfer into checking account
 - 1.16.2 Complete Treasurer's Receipt and enter into software (MOM)
- 1.17 West End Celebration/ Sand City BBQ
 - 1.17.1 Collaborate with coordinators on vendors, exhibitors, expenses, revenue, purchase orders.
 - 1.17.2 Process all vendor and exhibitor paperwork, fees and business licenses, process and pay all West End expenses, keep updated ledgers and budget.
- 1.18 Fixed Assets
 - 1.18.1 Oversees and facilitates ledgers and inventories related to City's fixed assets including equipment and inventory.
 - 1.18.2 Track vehicle information and records, additions, and disposals

- 1.19 Manage the Completion of the Audits
- 1.20 Facilitate Management of Finance Documents in accordance with City Records retention policy
- 1.21 Provide financial information and reports for records requests as needed.
- 1.22 Provide Fiscal Analysis as requested.
- 1.23 Review, recommend and facilitate appropriate controls, separation of duties.
- 1.24 Update procedure manual for financial software, payroll
- 1.25 Financial Policy and Procedure review and recommendations
- 1.26 Records Retention
 - 1.26.1 Review materials after close of fiscal year, create disposal list for all finance documentation.
 - 1.26.2 Reflect on disposal letter for attorney
 - 1.26.3 Dispose of all materials at end of fiscal year per policy.

Administration

- 2.1 Manage all Contract Files
 - 2.1.2 Update contract binder
 - 2.1.3 Update contract renewal list
- 2.2 Write donation letters as necessary for City donation checks.
- 2.3 Process City insurance renewals and renewal data.
- 2.4 Apply for annual MBASIA Fitness/Safety grant with copies of all expenses.

Human Resources

- 3.1 Personnel Files – Update and process changes, action forms, benefits for all employees. Update payroll history sheets for all employees
- 3.2 New Hire Packets – have updated forms and paperwork for all new hires. Once completed by employee verify and process all forms. Send to appropriate agencies. Make new personnel and payroll files.
- 3.3 Termination Packets – have updated forms and paperwork for all terminated employees. Once completed by employee verify and process all forms. Send to appropriate agencies for cancellation.
- 3.4 Memos to employees regarding changes in health premiums, ethics, and harassment training
- 3.5 Keep checklist for police bullet proof vest expirations.
- 3.6 Download, print and file employee DMV reports received
- 3.7 Update and manage current employee lists, dates of birth, years of service and emergency contact information.
- 3.8 Manage and update ledgers on employee FMLA and bereavement leave when used.
- 3.9 Create and process action forms for step increases, uniform allowance, fitness benefit and all other payroll changes for employees.
- 3.10 Create travel reimbursement forms for employee expenses approved for training.
- 3.11 Create separate new timecards for police, exempt, reserve and miscellaneous employees annually (December)
- 3.12 Process all employee workers compensation claims paperwork, keep updated

confidential records, process workers comp pay/vouchers.

RGS Finance advisors will meet as often as necessary for the purpose of consulting about the Agency's needs and issues, and per the scope of work performed.

Projects and activities may be modified on request of the Agency. Agency will only be invoiced for actual hours worked.

Agreement for Management and Administrative Services [4/21 Rev 2]

Between Sand City and Regional Government Services Authority

CITY OF SAND CITY
RESOLUTION SC 23- , 2023

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING
THE CITY MANAGER TO EXECUTE A MANAGEMENT AND ADMINISTRATIVE
SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES (RGS) IN
AN AMOUNT NOT TO EXCEED \$68,000 FOR FISCAL YEAR 2022-2023**

WHEREAS, Regional Government Services (RGS) was founded in 2001 and is a Joint Powers Authority (JPA) that was formed exclusively for the benefit of providing public agencies a source of support and consulting to meet its administrative needs; and

WHEREAS, on January 30, 2023, the City's Finance/HR Specialist announced her retirement effective March 1, 2023 and the City finds it necessary to secure financial management and HR support to fulfill the duties of the finance and human resources department; and

WHEREAS, RGS will assign RGS employees to serve as Finance Advisor to the City, facilitate necessary administrative duties, perform best practices related to Human Resources needs, and completion of requested HR projects.

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

1. The City Manager is authorized to enter into a Management and Administrative Services Agreement with Regional Government Services (RGS) in substantially the same form as the attached Exhibit A, and as approved by the City Attorney for an amount not to exceed \$68,000 through June 30, 2023.
2. RGS will maintain a Sand City Business License.

PASSED AND ADOPTED by the City of Sand City this ____day of February, 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the **XX** day of **MONTH** 2022, by and between the **AGENCY**, a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about DATE XX, 2022, and this Agreement is anticipated to remain in force to DATE XX, 2022, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$XXX and shall be as provided in the Exhibits.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.

5.4 RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) ("Retirement Program"), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency's employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency's Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: INFO

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

By: _____
AGENCY

By: Richard H. Averett, Executive Director

Exhibit A**Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager
(831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned by the RGS lead advisor.
- Be reasonably available to perform the services during the normal work week.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
- Perform related work as required as approved by the RGS lead advisor.
- Such employee may perform services at Agency offices available or at other locations.

Exhibit B

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Finance Advisor(s) to the Agency, Facilitate complex and necessary Administrative Activities, and facilitate best practices on Human Resources as well as completion of requested HR projects. RGS services are not duplicated by City employees and are not intended to be performed by City employees but are wholly outsourced to RGS. This work may be done onsite or remotely. These may include but are not limited to:

Finance Services

1. Provide ongoing comprehensive financial management services to ensure effective and compliant financial administration for the Agency. This work may be done either onsite or remotely. RGS services are not duplicated by City employees and are not intended to be performed by City employees but are wholly outsourced to RGS. Such services may include the following:
 - 1.1. Project Services
 - 1.1.1. Budget project - review proposed budget for accuracy; analyze budget estimates; provide guidance to develop a comprehensive budget document.
 - 1.1.2. QC and reporting services - Review MOM on a quarterly basis for quality control; provide quality control for monthly bank statement reconciliation; develop monthly financial reports.
 - 1.1.3. Provide Initial report to City Management regarding evaluating options for Financial Software.
 - 1.1.1. Audit management - review MOM accounting software for accuracy; write up adjusting journal entries; review financial statements; prepare audit schedules requested by auditors; facilitate communication between auditors and city management.
 - 1.2. Technical Support and Coaching
 - 1.2.1. Provide all phases AP and AR function utilizing appropriate controls.
 - 1.2.2. Provide all phases of the Accounts Receivable and Cash Collections functions.
 - 1.2.3. Provide Payroll and benefit function, including best practices in recording said payments into accounting software.
 - 1.3. Be reasonably available to respond to provide advice about emerging issues during the normal work week.

Administration

- 1.4. Facilitate administrative activity as requested by the city.
- 1.5.

Human Resources

- 1.1. Facilitate City Human Resources including but not limited to:
 - 1.1.1. Recruitment
 - 1.1.2. Disability Management
 - 1.1.3. On Call consulting in matters requiring special expertise as well as projects exceeding the workload capacity of the City.