



# City of San Juan Bautista

*The "City of History"*

[www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us)

## **REVISED AGENDA**

### **CITY COUNCIL SPECIAL MEETING**

CITY HALL COUNCIL CHAMBERS  
311 Second Street  
San Juan Bautista, California

**TUESDAY, AUGUST 25, 2020**

**~ PUBLIC PARTICIPATION BY ZOOM ONLY ~**

**DO NOT ATTEND THIS MEETING IN PERSON\***

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*\*All residents to follow the Governor's Shelter in Place Order and the CDC Guidelines regarding preventative measures. We can all do our part to flatten the curve and prevent further spread of COVID-19.*

Written comments may be mailed to City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to [citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us) not later than 5:00 p.m., August 25, 2020, and will be read into the record during public comment on the item.

1. Call to Order  
Pledge of Allegiance  
Roll Call

**6:00 PM**

2. Public Comment (Only on items on the Agenda)

3. Discussion Items

- A. COVID-19 Update and Third Street Transformation
- B. Water System Status – Update



**4. Action Items**

- A. Consider Job Description for Project Manager – Community Development, and Authorize Salary**
- B. Approve Resolution 2020-XX Authorizing the City Manager to Execute a Professional Services Agreement with Applied Survey Research (ASR) to Conduct a Household Income Survey**
- C. Review Application and Select Resident to Serve on Urban Growth Boundary Subcommittee**
- D. Approve Affidavit of Posting Agenda**

**5. Adjournment**

*Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection electronically.*





## CITY OF SAN JUAN BAUTISTA STAFF REPORT

**AGENDA TITLE:** PROJECT MANAGER JOB DESCRIPTIONS; PUBLIC WORKS AND COMMUNITY DEVELOPMENT

**MEETING DATE:** August 25, 2020

**SUBMITTED BY:** Don Reynolds, City Manager

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### **RECOMMENDED ACTION:**

That the City Council approve the attached job description for Project Manager; one for public works and a second for community development.

### **BACKGROUND:**

Last October the City hired retired Public Works Director Karl Bjarke, as a part-time temporary Project Manager. He reports directly to the City Manager, works no more than 20-hours a week, and when the projects are completed, he can be re-assigned (or retires again!). Karl set the bar for professionalism and experience that the City needed to write its Water and Waste Water Master Plans, help with compliance orders issued by the EPA and Water Boards, help with water and waste water rate study, and prepare the five-year public works Capital Improvement Project ("CIP") budget. This report will describe the need for a similar position in Community Development – focused on Advanced Planning.

In general, community development services can be defined in two ways – advanced planning and current planning. Processing development permits and providing environmental reviews is considered current planning. This discipline has its own set of laws and regulations that include the Permit Streamlining Act, CEQA and Subdivision Map Act. The City is very happy with the work provided by David Mack, contract planner from Harris and Associates.

Advance Planning efforts like the Housing Element fell directly to the City Manager and the previous Associate Planner. Having completed this task last year, there are several new opportunities and legal policies that the City needs to consider to stay on top of its future development. If there is to be growth, it has to be controlled growth. The City cherishes its small, historic village, but is vulnerable on its borders to growth. The Council has taken several actions to address this concern.

In 2019, the City was successful in adopting two Housing Elements, and came into compliance with the State Department of Housing and Community Development ("HCD") for the first time in several years. The State's incentive for this effort was making grant funds available to help

implement 82 new laws that apply to HCD and the delivery of mostly affordable housing in the State. To date, the City is in receipt or expects to receive three of these grants:

- 1) SB2 Grant- \$160,000 to update the 2000 Specific Plan that identifies specific development objectives for the “The Alameda” corridor between Highway 156 and the DeAnza Trail. This contract was executed in July of this year.
- 2) LEAP Grant - \$60,000 to update the City’s Accessory Dwelling Unit and Inclusionary Housing Ordinance; and
- 3) CalTrans Sustainable Cities Grant - \$183,000 to develop a trail system through the City to the DeAnza Trail that connects its history and public amenities for those traveling by foot or bike (Active Transportation and Connectivity System). The Resolution to accept the Grant was approved by the City Council Tuesday, August 18, 2020.

A largely related and critical project initiated on Monday, August 17, 2020, is the Urban Growth Boundary project. This project was introduced in April to the City Council by contract senior planner David Mack of Harris and Associates. A lot of work has already been completed in consideration of their proposal. At the same meeting, LAFCo presented to the City Council the status of City matters in relation to its boundaries and the potential for development beyond the incorporated boundaries. They mentioned the need for a property tax sharing agreement, and there is also a need for a Municipal Services Report that they have to approve as part of the UGB. Councilmember DeVries and the Mayor Edge updated the City Council about the adhoc committee’s first meeting Tuesday, August 18, 2020. This work also has to collaborate with the SB2 work described above because it is a study for development outside the City limits. The CalTrans grant also intersects with this work, connecting public assets through and around these boundaries.

## **DISCUSSION:**

The City needs to increase its staffing capacity to take on these new community development challenges. Staff is proposing a 20-hour part-time position of Project Manager – Community Development at \$50 per hour. This position would be similar to the Public Works Project Manager, but focused on community development disciplines. It will support the current work of contract Planner David Mack.

Attached is the resume of Marti Brown, who was City Manager in Marysville for 2-years, and was the Community Development Director for Arvin for several years. She is willing and interested in helping the City start these grant projects to help keep its advanced planning efforts moving forward. She has worked on the CalTrans grant with the Local Government Commission before, while in Arvin; she has negotiated property tax sharing agreements before; she understands the need for quality balanced growth.

David Mack and Marti Brown have shared their thoughts about this work with the City Manager, and it looks like a good match. Marti is moving down from Marysville, hopefully in the next week or so. Her first task is to bring the EMC proposal to life and initiate the SB2 grant. The CalTrans Grant is scheduled for November, and the LEAP grant is looking like December or January 2021. But she is continuing to look for work as a City Manager, and may not be with us for too long. Helping to get these grants started will be a big lift for San Juan Bautista. These

projects combined will shape the future of the City for many years. Meanwhile David will continue to support our current planning and CEQA needs, and remain as the project manager for the Urban Growth Boundary project.

Staff is seeking the City Council's approval of the two attached job descriptions, confirming the Public Works Project Manager duties and bringing a Community Development Project Manager on board.

**FISCAL IMPACT:**

This position does not receive benefits beyond compensation, and serves as an "at-will" employee. This position will reduce to some extent the City's contract with Harris and Associates from \$150,000 to \$100,000, using the \$50,000 to expand and support this broader perspective. This position will cost the City less than \$50,000 (estimated to not exceed \$35,000 through June 30, 2021).

**ATTACHMENTS:**

1. Public Works Project Manager
2. Community Development Project Manager
3. Resume





**City of San Juan Bautista**

**Position Description**

**Project Manager – Public Works**

**Part-Time, 20-30 Hr. Week**

**Temporary Employee**

**Exempt Classification – Compensation Time Provided per Municipal Personnel Policy**

**General Description of Function & Purpose:**

Under the administrative direction of the City Manager, plans, directs, and coordinates a variety of complicated, high-level organizational projects and studies.

The Project Manager reports directly to the City Manager and is responsible for planning, organizing, and coordinating complicated projects and systematic studies that may include multi-year and multi-source funded capital projects, studies and reports pertaining to the City's systems and policy update needs, operations of various critical and essential City functions, and assuring the City is in compliance with various regulatory permits and inter-agency requirements. The Project Manager may also assist the City Manager in the preparation of the annual budget, other reports, and administrative policies. This position is an "at will" position that serves at the pleasure of the City Manager.

**Examples of Important and Essential Functions:**

Management of large complex capital projects assigned by the City Manager, to include planning, scoping, design, bidding, contract award, project management, cost accounting, and completion acceptance. Exhibit A attached to this job description defines specific examples of "Expected Duties."

Preparing grant applications, and managing grant projects, that may include special studies as well as contributing to capital projects.

Overseeing any special study required to inform future public works, community development, public safety or other project planning, budgeting, or implementation.

Provide technical assistance on a multiyear capital improvement program.

Prepare staff reports and presentations for the general public as part of a public engagement process, and prepare and present specific reports and studies for the City Council, Planning Commission and other Council committees.

**Required Knowledge, Skills & Abilities:**

**Knowledge of –**

Principles and practices of current public administration functions for the City including as more specifically defined in the attached "Expected Duties."

Principles, procedures and regulations regarding public bidding and contracting.

Research techniques and resources and statistical methods applicable to the preparation of reports and presentation to the City Council, regulators, other public agencies and the public.

Standard office procedures, records maintenance and retention, and the use of modern office equipment, including computers and applicable software, report writing, proper use of the English language including spelling and grammar.

Principles and techniques of budget development and administration.

Principles and practices of municipal management and administration.

California Public Records Act.

**Ability to -**

Lead effectively yet be an effective team member. Work independently and know when to take initiative.

To work with and assist other members of the City Staff when called upon to do so.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain a positive and effective working relationship with other public agencies, the general public, other employees, officials, and officers of the City.

Develop, administer, and stay within the confines of the budget approved for activities under your authority.

Keep the City Manager well informed regarding the activities and issues that may arise.

**Experience and Training Guidelines**

*Any combination equivalent to experience and training that would provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be:*

**Experience –**

Five years of public administration management experience in a variety of various City required disciplines, as further defined in the attached “Examples of Duties.”

**Training –**

Equivalent to a Bachelor’s degree from an accredited college or university.

**Special Requirements**

The City of San Juan Bautista is a small city with limited finances and staff, including clerical resources. Employees are expected to be able to multi-task, prepare their own work and accomplish their assigned tasks with a minimal amount of clerical and staff support.

***I have received a copy of this job description.***

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***Date***

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***Signature***

***ATTACHED EXHIBIT – EXAMPLES OF EXPECTED DUTIES***

***DISCIPLINE- PUBLIC WORKS***

**GENERAL DEFINITION**

The Project Manager for Public Works reports directly to the City Manager and is responsible for planning, organizing, and coordinating public works projects including, but not limited to, capital projects, studies and reports pertaining to the City's public works capital and maintenance needs, operations of the water and wastewater utilities, and operations of the streets, fleet, and facilities.

**SPECIFIC DUTIES TO INCLUDE BUT ARE NOT LIMITED TO:**

Management of public works capital projects assigned by the City Manager, to include planning, scoping, design, bidding, contract award, project management, cost accounting, and completion acceptance

Overseeing the preparing of a Water and Waste Water Master Plan

Overseeing the preparation of a City Utility and Impact fee nexus study

Overseeing any special study required to inform future public works project planning, budgeting, or implementation

Provide technical assistance on a multiyear capital improvement program

Provide technical assistance for City public works design standards

Applying for and managing public works related grants

**Specific Knowledge of –**

Principles and practices of current public works functions including street maintenance, parks maintenance, buildings maintenance, water and wastewater operations.



**City of San Juan Bautista**

**Position Description**

**Project Manager – Community Development**

**Part-Time, 20-30 Hr. Week**

**Temporary Employee**

**Exempt Classification – Compensation Time Provided per Municipal Personnel Policy**

**General Description of Function & Purpose:**

Under the administrative direction of the City Manager, plans, directs, and coordinates a variety of complicated, high-level organizational projects and studies.

The Project Manager reports directly to the City Manager and is responsible for planning, organizing, and coordinating complicated projects and systematic studies that may include multi-year and multi-source funded capital projects, studies and reports pertaining to the City's systems and policy update needs, operations of various critical and essential City functions, and assuring the City is in compliance with various regulatory permits and inter-agency requirements. The Project Manager may also assist the City Manager in the preparation of the annual budget, other reports, and administrative policies. This position is an "at will" position that serves at the pleasure of the City Manager.

**Examples of Important and Essential Functions:**

Management of large complex capital projects assigned by the City Manager, to include planning, scoping, design, bidding, contract award, project management, cost accounting, and completion acceptance. Exhibit A attached to this job description defines specific examples of "Expected Duties."

Preparing grant applications, and managing grant projects, that may include special studies as well as contributing to capital projects.

Overseeing any special study required to inform future public works, community development, public safety or other project planning, budgeting, or implementation.

Provide technical assistance on a multiyear capital improvement program.

Prepare staff reports and presentations for the general public as part of a public engagement process, and prepare and present specific reports and studies for the City Council, Planning Commission and other Council committees.

**Required Knowledge, Skills & Abilities:**

**Knowledge of –**

Principles and practices of current public administration functions for the City including as more specifically defined in the attached "Expected Duties."

Principles, procedures and regulations regarding public bidding and contracting.

Research techniques and resources and statistical methods applicable to the preparation of reports and presentation to the City Council, regulators, other public agencies and the public.

Standard office procedures, records maintenance and retention, and the use of modern office equipment, including computers and applicable software, report writing, proper use of the English language including spelling and grammar.

Principles and techniques of budget development and administration.

Principles and practices of municipal management and administration.

California Public Records Act.

**Ability to -**

Lead effectively yet be an effective team member. Work independently and know when to take initiative.

To work with and assist other members of the City Staff when called upon to do so.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain a positive and effective working relationship with other public agencies, the general public, other employees, officials, and officers of the City.

Develop, administer, and stay within the confines of the budget approved for activities under your authority.

Keep the City Manager well informed regarding the activities and issues that may arise.

**Experience and Training Guidelines**

*Any combination equivalent to experience and training that would provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be:*

**Experience –**

Five years of public administration management experience in a variety of various City required disciplines, as further defined in the attached “Examples of Duties.”

**Training –**

Equivalent to a Bachelor’s degree from an accredited college or university.

**Special Requirements**

The City of San Juan Bautista is a small city with limited finances and staff, including clerical resources. Employees are expected to be able to multi-task, prepare their own work and accomplish their assigned tasks with a minimal amount of clerical and staff support.

***I have received a copy of this job description.***

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***Date***

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***Signature***

***ATTACHED EXHIBIT – EXAMPLES OF EXPECTED DUTIES***

***DISCIPLINE- COMMUNITY DEVELOPMENT***

**GENERAL DEFINITION**

The Project Manager for Community Development reports directly to the City Manager and is responsible for planning, organizing, and coordinating Advanced Planning projects and studies, and systems analysis that include, but not limited to, zoning code updates, General Plan Amendments, specific plans and other large development plans and studies, compliance with the State Department of Housing and Community Development (“HCD”) and federal Department of Housing and Community Development (HUD”) regulations to include the Housing Element and Community Development Block Grant administration, and reports pertaining to the City’s Community Development needs, operations of the permitting and zoning programs, and the role of the Planning Commission.

**SPECIFIC DUTIES TO INCLUDE BUT ARE NOT LIMITED TO:**

Management of community development special studies assigned by the City Manager, to include planning, scoping, design, bidding, contract award, project management, cost accounting, and completion acceptance.

Project Manager for HCD grants that includes the LEAP and SB2 grant programs.

Coordinates the work of the SB 2 Grant Area Study of the potential for development of 250 acres south of the City’s incorporated boundary, (“the Alameda Corridor”), with the project manager for the Urban Growth Boundary.

Conducts special studies resulting from changes to the State laws, the City’s Urban Growth Boundary Ad-hoc committee that include the LAFCO required Municipal Services Study and Tax Sharing agreement(s) with the County.

Prepare nexus studies for certain impact fees.

Update the zoning code for Accessory Dwelling Units and Inclusionary Housing policies using the LEAP Grant funds.

Provide technical assistance on a multiyear urban planning studies. Coordinate and represent the City’s best interests at regional boards to include COG and LAFCO.

Monitor changes to State laws impacting housing, community development and other local policies to make certain the City stays current with the State community development laws.

Applying for and manage new Community Development related grants

**Specific Knowledge of –**

Principles and practices of current community development functions including land use, zoning, State Map Act, permit streamlining act and related policies and operations.





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PROFESSIONAL SUMMARY

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A fiscally conservative administrator, manager and calculated risk-taker with more than 15 years of municipal government and project management experience in public policy, urban planning, redevelopment, economic development, capital improvement projects, and public engagement.

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PROFESSIONAL EXPERIENCE

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**CITY OF MARYSVILLE**

**MARYSVILLE, CA**

***City Manager***

***January 2018-July 2020***

Managed the day-to-day operations of a 96-employee organization with a \$19 million annual operating budget and a \$10 plus million General Fund. Key accomplishments include:

- Promoted government transparency and continuous improvement by employing best municipal finance practices (e.g., instituted seven-year financial forecasting model, improved audit accuracy, and developed lay person, user-friendly budget and Measure C (1%) annual sales tax report).
- Managed strategic planning process to develop city-owned 5-acre site with a hotel and other retail.
- Facilitated new development including automated car wash business, small highway commercial site, FX Autocross manufacturing and other cottage manufacturing facilities (e.g., Local Spicery, Bridge Coffee Company).
- Successfully negotiated a multi-million-dollar tax sharing agreement with a local petroleum company.
- Initiated lease agreement negotiations to establish a FX Autocross racetrack and race car testing facility.
- Developed strategic plan to dispose of former Redevelopment Agency properties and prepared for disposition and development agreement with major developer.
- Refinanced City debt bringing an annual savings of \$385,000 to the General Fund and \$9.8 million savings over the life of the debt.
- Successfully negotiated new labor contracts with Teamsters, Police and Fire, including changed health insurance plans that resulted in \$280,000 annual savings to the General Fund, moved to a 9-step salary schedule, and changed from 'Annual Leave' to 'Vacation' and 'Sick Leave' banks – resulting in additional overtime savings.
- Completed sewage rate study and implemented a rate increase to balance operating budget deficit in the Enterprise Fund.
- Managed amending and implementing the City's Cannabis Ordinance to allow for recreational use, including overseeing the establishment of two new medical/recreational dispensaries, Cannabis laboratory and distribution facility.
- Jump started and successfully delivered on schedule a historically delayed and time sensitive \$15 million sewage infrastructure project avoiding additional penalties from the State Water Resources Control Board.
- Managed the successful \$8 million grant application to the Department of Water Resources to decommission the City's wastewater treatment ponds by December 2021 as mandated by the State.
- In an historically complex political environment, successfully initiated and coordinated concurrent regional resolutions in four fire jurisdictions in an effort to pursue long-term shared service agreements and eventual consolidation.
- Launched re-negotiations of a complex Sewage Master Service Agreement to restructure the City's long-term agreement and fee structure with its service provider, the Linda County Water District.
- Improved customer service by better communication and refining city processes (e.g., instituted monthly community newsletter, developing new ADA compliant website, updated software throughout multiple departments, and developed Public Works 'Work Order Request' form).
- Implemented technology upgrades including installation of Laserfiche archiving software and an online public portal to search for City documents, improvements to Council Chamber's video and audio equipment, development of a new ADA compliant website and upgrades to the City's server and cybersecurity.

**CITY OF ARVIN****ARVIN, CA****Community Development Director****August 2016-December 2017**

Reporting to the City Manager, managed a 12-person department overseeing the day to day administration and operations of the Planning, Building Inspection, Code Enforcement, Housing, Maintenance & Infrastructure, Parks & Recreation, and Grant Writing Divisions, as well as pinch hitting with the City Manager's Office on potential and existing economic development projects. In addition, staff and serve the City's Planning Commission and Oversight Board of the Successor Agency and as Acting City Manager as needed. Recent accomplishments include:

- Successfully launched and spearheaded a rebranding campaign for the City's new town center/downtown; holding nine bilingual (English/Spanish) public workshops in less than three weeks, as well as conducting an online survey that resulted in a new town center brand and will eventually result in a new city logo;
- While facing an ~ \$800,000 mid-year budget deficit, successfully negotiated for advanced payment of \$430,000 in development fees from two major housing developers before the end of the fiscal year significantly closing the deficit gap;
- After inheriting a long overdue and unapproved Housing Element (HE), successfully completed a State approved HE that resulted in a General Plan Amendment, identifying additional opportunity sites for affordable housing and developing a mechanism for replacing opportunity sites should there be a need;
- Facilitated development and completion of a new Taco Bell and Arco AM/PM - both under deadline and on schedule;
- Developed and negotiated deal points to establish a new satellite community college campus;
- Assisted developers to accelerate two stalled housing subdivisions and negotiated new elements to their subdivision maps and agreements with the City; and
- Initiated cost-free energy audit and assessment of city-owned properties resulting in an upgrade to LED lighting and generating an annual estimated cost-savings of ~ \$15,000 throughout all city owned facilities.

**FRANKLIN BOULEVARD BUSINESS ASSOCIATION****FRANKLIN NEIGHBORHOOD DEVELOPMENT CORPORATION****SACRAMENTO, CA****Executive Director****October 2012-August 2016**

Reporting to the board of directors, responsible for managing the day-to-day operations of the 'Association' and 'Corporation' including budgeting, policy development and implementation, project management and general administration. Accomplishments include:

- Successfully applied for and received a \$443,000 Sacramento Area Council of Governments grant to design a conceptual plan and reduce Franklin Boulevard from four lanes to two; and leveraged an additional \$400,000 of CDBG and 'Local Transportation Funds' for the same project for a total of \$843,000;
- Without IRS tax-exempt status, raised more than \$60,000 in cash and in-kind contributions to develop a Community & Economic Development Plan ('Plan');
- Established a 501(c)3 tax exempt Community Development Corporation in order to fundraise and implement the Plan; and
- Assisted pro bono consultant in researching and drafting the Plan.

**OTHER PROFESSIONAL EXPERIENCE, LEADERSHIP ROLES & APPOINTMENTS**

Senior Redevelopment Planner, Sacramento Housing & Redevelopment Agency ▪ Assistant Redevelopment Planner, City of Berkeley ▪ Advisory Board Member, Participatory Budgeting Project ▪ Councilmember, City of Vallejo ▪ Chair, Vallejo Design Review Board ▪ Co-Chair, Vallejo Waterfront Coalition ▪ Member, Solano Orderly Growth Committee ▪ Member, Housing Element Advisory Committee ▪ Member, Mare Island Restoration Advisory Board

**EDUCATION & SKILLS**

**MBA**, Hope International University, Fullerton, CA  
**MA Geography: Resource Management & Environmental Planning**,  
 San Francisco State University, San Francisco, CA  
**BA Environmental Studies**, World College West, Petaluma, CA  
 Speak and write Spanish.



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** HOUSEHOLD INCOME SURVEY AGREEMENT WITH  
APPLIED SURVEY RESEARCH

**DATE:** August 18, 2020

**DEPARTMENT HEAD:** Don Reynolds, City Manager

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### **Recommendation:**

It is recommended that the City Council adopt a resolution confirming the need to conduct a household income survey, and authorize the City Manager to execute the attached Agreement with Applied Survey Research to conduct this study.

### **Background:**

On October 5, 2017, the State's Regional Water Quality Control Board's most recent Enforcement Policy became effective. This policy is a guide for the State's water purveyors to follow in the event they experience a violation of the Porter Cologne Water Control Act. The goal of the policy while ensuring that water quality remains safe and healthy at all times, is to be "fair, firm, consistent, and transparent," in its administration of enforcement policies.

To that end, a Publicly Owned Treatment Works, (or "POTW") ability to pay fines is taken seriously. Since the Great Recession of 2008, the City qualified for special consideration as a disadvantaged community, or "DAC." Between September 2018, and June 2019, the City invested close to \$600,000 to address issues at the WTP. But a "Compliance Order" was never executed so these investments were not credited against potential fines.

In June 2019, the City received an inspection from the EPA and the RWQCB of its Waste Water Treatment Plant, ("WTP"). The Interim City Manager reported to the City Council that the City may no longer qualify as a DAC, because its unemployment numbers have improved over the past several years from above 10% down to a 3.5%. Unemployment rates being above 10% are one of three possible criteria. The others include a high level of poverty, or having more than 50% of households earning below the median income. The Enforcement Policy includes provisions for minimum fines and that the City may have to pay fines, and improve the WTP.

### **Discussion**

On February 25<sup>th</sup>, the City received a formal comprehensive study from the RWQCB that concludes that SJB is no longer eligible as a DAC, and gave the City a month to reply. The City found certain ambiguities in their analysis, including census data that requires an extrapolation of data rather than an interpretation of succinct data. Also, as a result of the pandemic, unemployment rose back to 12% in April, but fell below 10% in May and June. So the City sent a lengthy appeal and the RWQCB agreed to monitor the unemployment data to see if it rises again, and to allow the City to move forward with its own survey to collect household income data. In their reply they reiterated that they want the City to be able to resume its DAC status, so the fines can be used to help pay for a compliance project.

If the City's unemployment rates jumps up again over 10%, they will consider that fact and move ahead. Between April and June, the three-month average has been 9.7%. The data is released by the state in the middle of the month so July will be available soon. But in the mean-time, the City is looking for a more certain answer.

The City sent a Technical Assistance Request to the RWQCB seeking their help with the survey. They replied that because it does not appear that we are eligible as a DAC, they would be unable to help us. They wrote:

"I saw your note below regarding the Technical Assistance Funding Program. This program is in the State Water Board Division of Financial Assistance, which is part of our agency. My understanding is that the Technical Assistance is for disadvantaged households, which is what we are having trouble defining for your City so my guess is that your chances of getting funding through this program to demonstrate you are a disadvantaged community will be low but you can give them a call..." I emailed, called and left a message. If I hear from them, I will let the Council know.

The City also solicited a proposal from the Applied Survey Research in Watsonville. This non-profit has served the area well by conducting studies of this nature for decades. Most notably, they have conducted the difficult bi-annual homeless census for San Benito and Monterey Counties. Knowing the culture and population characteristics makes them uniquely qualified for this work.

The attached Resolution and Agreement includes ASR's proposal and resume. They are willing to assign their Vice President to our project and estimate that will take 5-weeks. The proposed methodology was approved by the RWQCB as long as they randomly survey the community and receive at least a 60% response. This is approximately 445 out 743 residential water clients. It will cost \$28,000 to conduct the study and the City has asked the RWQCB to pay for it if it verifies that the DAC status is valid.

This is a risk worth taking. When the City completed its Housing Element last year, more than half of the City's households were identified as renters. We also learned that the apartments rent for below market value. The percentage of homeowners on fixed income is also rather high. The likelihood of discovering that more than 50% of the residents earn less than the median income is fairly strong. And if we can demonstrate this to be true, we are in a position to find additional funding to pay for the compliance project.

This is the critical next step. We need to get into a compliance order with both the EPA and the RWQCB to resolve this water issue. The EPA's Administrative Order of Compliance is also on this agenda for consideration. It requires the City to select a compliance project before November 15, 2020, and to provide a financial plan for that work. Resolving the DAC status once and for all will lead to the establishment of financial plan.

The key to the current financial plan is remaining eligible for a USDA grant and loan. This application is underway and is due before the end of September.

### **Fiscal Impact**

As of the date of this report, no response from the RWQCB has been received asking for help funding this study. There are sufficient reserves in both the Water and Wastewater Enterprise funds to pay the survey if necessary.

#### **Attachments:**

1. Resolution
2. Agreement and Proposal from ASR



**CITY OF SAN JUAN BAUTISTA  
AGREEMENT FOR SAN JUAN BAUTISTA INCOME SURVEY SERVICES**

**THIS AGREEMENT** is made and entered into on this 25<sup>th</sup> day of August, 2020, by and between the City of San Juan Bautista, a California general law city, hereinafter referred to as the "City," and Applied Survey Research, a California 501C3 nonprofit corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

**Recitals**

- A. City desires to retain Contractor to:

Conduct a income survey of the City's households that includes a minimum of 60% of its residential water consumers, from a random sample, and provide an analysis of the outcome in the form of a report, that is acceptable as proof of income status for the State of California Regional Water Quality Control Board, as described in Exhibit A scope of work, page 9, hereinafter referred to as the "Project."

- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

**Terms and Conditions**

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

**1. Scope of Work.**

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions,

existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

## **2. Term of Agreement & Commencement of Work.**

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on October 31<sup>st</sup>, 2020, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and.

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the San Juan Bautista City Clerk.

(b) Contractor shall commence work on the Project on or by Monday August 24<sup>th</sup>, 2020. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

## **3. Compensation.**

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed twenty eight thousand dollars (\$28,000), in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit A page 11 and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed



amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with a written mutually agreed upon addendum to this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

(f) There shall be no charge for transportation within San Benito, Monterey, and Santa Cruz Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

#### **4. Termination or Suspension.**

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit

for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

**5. Project Administrator, Project Manager & Key Personnel.**

(a) City designates Don Reynolds, City Manager as its Project Administrator who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Vice President Peter Connery, as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are identified in Exhibit A page 5.

**6. Delegation of Work.**

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

**7. Skill of Employees.** Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

**8. Confidential and Proprietary Information.** In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

**9. Ownership of Data.** Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

**10. Conflict of Interest.**

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation with California Regional Water Quality Control Board and as such, may not accept compensation, commission or payment of any type from any such party or such party's agent.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

**11. Disclosure.** Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

**12. Non-Discrimination.**

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including COVID-19, HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

**13. Indemnification.**

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8 as in effect at any given time), when the services to be provided under this Agreement by Contractor are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, the design professional shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then design professional's

indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Contractor from its separate and distinct obligation to defend the City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall immediately defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) The review, acceptance or approval of the Contractor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the completion of the services or the termination of this Agreement or this Section.

#### **14. Insurance.**

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "B" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the

Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

**15. Independent Contractor.** The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

**16. Claims for Labor and Materials.** Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**17. Discounts.** Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

**18. Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

**19. Dispute Resolution.** If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally

between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

**20. Compliance with Laws.**

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

**21. Assignment or Transfer.** This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**22. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City:	City Manager
	City of San Juan Bautista
	311 Second Street
	San Juan Bautista, CA 95045
	831.623.4661
	citymanager@san-juan-bautista.ca.us

To Contractor:

Peter Connery  
Vice President  
Applied Survey Research  
55 Penny Lane, Ste 101  
Watsonville, CA 95077  
831.728.1356  
connery@appliedsurveyresearch.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

**23. Amendments, Changes or Modifications.** This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

**24. Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**25. Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

**26. Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

**27. Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

**28. Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**29. Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

**30. Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any



term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

**IN WITNESS WHEREOF,** Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at San Juan Bautista, California.

**CITY OF SAN JUAN BAUTISTA**

**CONTRACTOR**

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

Name: Don Reynolds

Its: City Manager

Date: August 25, 2020

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

Name: Susan Brutschy

Its: President

Date: August 25, 2020

Attest: (Pursuant to Reso: 2020 - \_\_\_\_\_)

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

City Clerk

Approved as to form:

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

City Attorney

**INSERT EXHIBIT A**

**Sections 1 (a) and 3(A)**

**- SCOPE OF WORK -**

**[ATTACHED WITH FEE SCHEDULE]**

## EXHIBIT B

### ***Insurance Requirements***

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

City of San Juan Bautista reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

#### A. Workers Compensation & Employers Liability

- Required if Contractor has employees.
- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against the City of San Juan Bautista.
- Required Evidence of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance

#### B. General Liability

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.

Minimum Limits: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, City of San Juan Bautista requires and shall be entitled to coverage for the higher limits maintained by Contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the City of San Juan Bautista. Contractor is responsible for any deductible or self-insured retention and shall fund it upon the City of San Juan Bautista's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the City of San Juan Bautista.
- The City of San Juan Bautista shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor.
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the City of San Juan Bautista is primary and non-contributory; and
  3. Properly completed Certificate of Insurance.

#### Automobile Liability Insurance

- Minimum Limit: \$5,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.

- The City of San Juan Bautista shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that the City of San Juan Bautista is an insured; and
  2. Properly completed Certificate of Insurance.



# San Juan Bautista Income Survey

August 3, 2020



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## Cover Letter – August 3, 2020

Dear Don Reynolds,

Applied Survey Research (ASR) is pleased to submit this proposal to you to conduct an income survey in the City of San Juan Bautista. ASR is uniquely qualified to conduct this survey as we specialize in community engagement and surveys and have substantial experience in community outreach to ensure that representative and accurate data is collected and compliant with the needs of the City and the Water Board. It is acknowledged that a high response rate is required and ASR specializes in mixed method communication with the community whether it be phone, email, online or in-person interviewing. ASR also uses response incentives when necessary as well. We are headquartered in nearby Watsonville and will be able to manage the project with all our considerable resources.

We are excited to explore this project with you in your continuing efforts to make San Juan Bautista a beautiful, safe and affordable place to live.

Sincerely,



Susan Brutschy, President

Tel: (831) 728-1356

Fax: (831) 728-3374

1871 The Alameda, Ste. 180  
San Jose, CA 95126

55 Penny Lane, Ste. 101  
Watsonville, CA 95077

5440 Park Dr. Ste. 104  
Rocklin, CA 95765



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## Summary of Qualifications, Experience and Capacity

Applied Survey Research (ASR) is a nonprofit social research firm dedicated to conducting, analyzing, disseminating, and using community-based research to help people build better communities. Since 1980, our studies have been concentrated in working with diverse and vulnerable populations in key areas such as childcare, education, domestic violence, community quality of life, child welfare services, homelessness, housing access, health care, and more. ASR operates out of three locations in California, including on the Central Coast (Watsonville), the Bay Area (San Jose), and Sacramento with a combined staff of 27.

**ASR Knows Community Indicators.** ASR has conducted numerous Community Assessments and Community Health Needs Assessments. Our team of social scientists is skilled in quality of life subject areas and the domains of well-being: social environment, economic well-being, natural environment, health, public safety, and education. These domains, in alignment with the Social Determinants of Health, inform community well-being and ascertain community influences and population trends.

**ASR Turns Data into Action.** ASR is perhaps best regarded for our ability to develop research that tells the story of outcomes. ASR helps our partners make data “come alive” so that data can be effectively and accurately used by the community, policy makers, the media, and the public. For example, data from the Santa Cruz County Community Assessment Project acted as a catalyst for the creation of a new universal health program for children 0-18 in the county, for a coalition to decrease teen drug and alcohol abuse, and for new efforts to decrease childhood obesity. Through the application of participatory research methods and facilitated data sharing, ASR seeks engagement of communities in all aspects of our work.

**ASR Customizes Our Work to Meet the Specific Needs of the Community.** At the core of ASR conducted activities is the identification of meaningful and measurable outcomes specific to each program’s funded result area, revising procedures and developing tools and methods to improve the quality and utility of data, oversight, and management of data collection, as well as data analysis and presentations to community partners. ASR strives to maintain a focus on the utility value of our work. Each project, no matter how big or small, is approached through the lens of how that program, agency, and/or organization can best be served by what ASR offers.

**ASR’s Greatest Assets Are Our Human Resources.** Our academically trained, field-seasoned staff of researchers, analysts, and project managers design and implement award-winning research efforts that strike the optimal balance between academic rigor and applied feasibility. We have developed the flexibility and creativity to design and tailor deliverables to suit the needs and intended audience of each specific project. We quickly grasp the key messages

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that emerge from the data and tell our clients' stories in visually compelling ways to aid in data-driven decision making.

**The ASR Team Has Experience with Vulnerable and Underserved Populations.** ASR has a long history of working with vulnerable and underserved populations such as young children, teen mothers, seniors, veterans, low-income families, immigrant families, families who have experienced domestic violence and child maltreatment, those experiencing homelessness, and children and families with disabilities. Our Institutional Review Board (IRB) ensures that our research adheres to the highest standards of protection for human subjects. This experience helps to ensure that vulnerable populations are included in face-to-face surveys and our comprehensive assessments.

**The ASR Team Is an Excellent Partner.** Nearly 90% of ASR's business comes from partners who have already worked with us and have been pleased with our work. ASR is known for our strength in building relationships, in our friendliness with our partners, in our timeliness of meeting deadlines, and in our flexibility with project development and implementation. ASR staff know that projects must change as priorities change, and we are nimble in our ability to change as our partners' needs change.

**ASR's History, Mission, Programs, and Services:** For more than 35 years, ASR's mission has been to play a central role in helping communities improve quality of life for everyone. To meet that goal, we have been providing services that include needs assessments, community and health assessments, strategic planning, program development, evaluation, data dissemination, and recommendations for program improvement or strategic re-alignment.

Throughout our history, ASR has worked with local, state, and federal governments and agencies; health care institutions; non-profit community-based organizations; law enforcement; educational institutions; and others. ASR also has been invited to present at professional conferences around the world, including Canada, France, England, India, Israel, Turkey, and South Korea. We have contributed professional book chapters and articles about best practices in research and program implementation regarding community quality of life. As a direct result of the Community Assessment Project, an ongoing collaboration between the United Way of Santa Cruz County and ASR, the Robert Wood Johnson Foundation awarded Santa Cruz County its Culture of Health Prize. We are pleased to also note that the Government Accountability Office (GAO) cited our work as a best practice in its publication about Community Assessment Projects.

ASR's work has led to community action processes to mobilize data into tangible action, with information from our assessments serving as the catalysts for health insurance improvements, new health plans for low-income children, childhood obesity prevention efforts, veterans' services accessibility, teen drug and alcohol prevention programs, youth mentoring projects, homeless services and support, and more.

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ASR has conducted successful strategic planning for large human service agencies seeking agency-wide clarity about outcomes, services, and partnerships.

As part of our services, we have helped public health organizations develop and/or refine their strategic frameworks, logic models, measures, and reporting systems by employing methods such as:

- Gathering secondary quantitative data, including compiling data dashboards to facilitate understanding of known health needs compared with benchmarks;
- Conducting qualitative research, such as focus groups in several languages, and key informant interviews with individuals across communities or sectors;
- Facilitating countywide prioritization of health needs with collaborative members;
- Researching evidenced-based practices for future implementation strategy selection;
- Presenting findings in meetings on behalf clients.

**ASR's Administrative Structure:** The core management team for this project will include Susan Brutschy, Peter Connery, Javier Salcedo, James Connery, Wil Hernandez Flores, and Juliana Huaroc. In addition to the core management team, ASR will arrange a robust team of researchers, analysts, and data collection specialists, supported by statistical, systems, and administrative personnel as needed.

**3) Describe proposed staff and their duties, including disciplines and degrees, as appropriate. Describe current and ongoing training and experience of staff to ensure completion of the scope of services.**

### **Proposed Staff**

**Peter Connery, Vice President:** Peter Connery is an experienced sociologist with particular expertise in homeless research, farm worker housing and health issues, and housing related research. He is also responsible for ASR infrastructure requirements such as facilities, technology acquisition, networking, strategic partnerships, and financial management. Mr. Connery is experienced in the business sector, as well, working in the logistics services industry for more than 18 years. He held director level positions in business units ranging from operations to sales and marketing. His project and logistics expertise from the business sector, coupled with his academic background in social research, has enabled ASR to grow significantly. He earned his bachelor's degree with honors from the University of California, Santa Cruz, and holds professional certificates from numerous industry groups. Mr. Connery is active in youth sports and volunteers in his local project homeless connect efforts.

**Susan Brutschy, President:** Susan Brutschy is the Co-Founder and President of Applied Survey Research. She is an experienced sociologist who has spearheaded the development and implementation of hundreds of social research projects over the course of her 30+ year career. She has managed or guided the annual award-winning Santa Cruz County Community

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Assessment Project (CAP) since its inception in 1994, as well as dozens of other assessments, including the Anchorage Alaska Community Assessment Project, the San Bernardino County Community Vital Signs, and projects throughout Arizona. She has been invited to speak about our CAPs in Canada, France, Turkey, India, and at the United Nations. She has recently published several articles in international journals about our community assessment projects.

**James Connery, Project Manager II:** With ASR since 2010, James Connery contributes his extensive experience with quantitative and qualitative research methods and data analysis, including launching large-scale community surveys. He has particular expertise with homeless censuses and surveys, and with community health assessments. He is well-versed with Results-Based Accountability (RBA), program evaluations, and needs assessments of young children. Mr. Connery also possesses excellent organizational and time management skills. He earned his BA in history with a minor in art education at the University of Arizona, Tucson. Later, he earned an MBA at California State University, Monterey Bay

**Javier Salcedo, Senior Data Manager:** Mr. Salcedo came to ASR in 2003 and has developed the organization's research, methodology, statistics, and data processing. His primary focus is to develop integrated solutions for data collection, cleaning, and statistical data processing for each project. He also advises on optimum data interpretation and correct use of statistical procedures. Mr. Salcedo is accomplished at using automated capture software, such as Teleform Elite, for scanning and survey tabulation. Before joining ASR, Mr. Salcedo coordinated and managed quantitative and qualitative studies in Latin America and the Caribbean for the packaged goods industry. He has taught sychometry, edumetry, statistics, research methodology, experimental design, multivariate statistical analyses, SPSS software, and related topics at five national universities. He is fluent in English and Spanish. Mr. Salcedo earned a BA in psychology and an MS in marketing from Universidad de los Andres, Bogotá, Colombia. He also holds professional certificates from the University of California, Santa Cruz.

**Juliana Huaroc, Research Analyst:** As a bilingual, community-based researcher, Ms. Huaroc is committed to advancing social justice and social change through research. She possesses content expertise in the unique needs of vulnerable populations and the stresses and risks to which individuals and groups are subjected. Ms. Huaroc is skilled at qualitative and quantitative research methodologies, including research design, participant recruitment, data collection and analysis, and report writing. She is also skilled in Excel, Word, and PowerPoint. She earned her BA in political science and religious studies, with a minor in education, from the University of California, Santa Barbara. She subsequently earned an MA in Latin American studies and an MPA in public administration, both at California State University, San Diego.

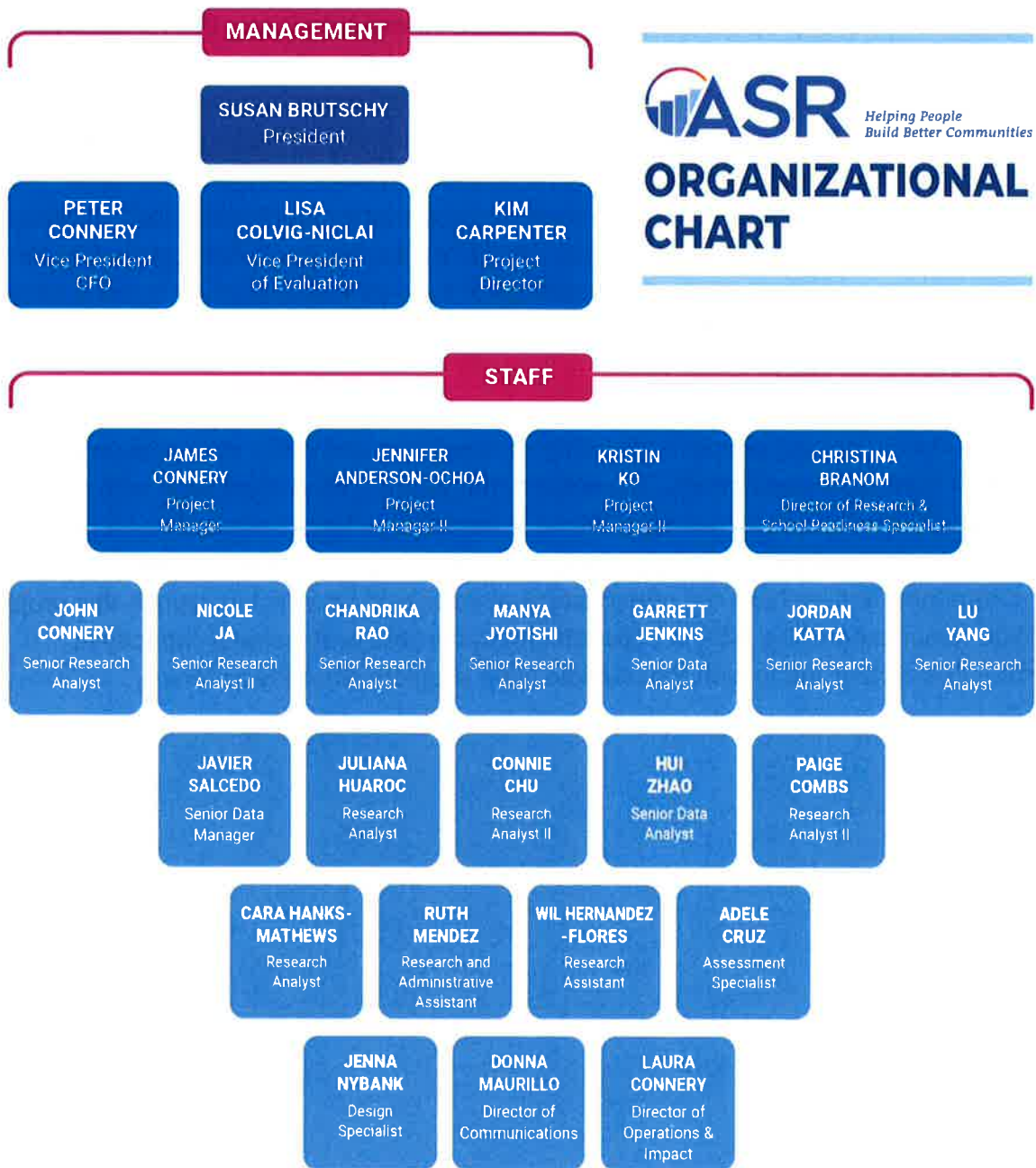
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**Wilfrido “Wil” Hernandez Flores, Research Analyst:** Wilfrido “Wil” Hernandez Flores has been with ASR since July 2019, where he analyzes data for assessment and evaluation project reports. His most recent projects include the Focused Intervention Team (FIT) project for Santa Cruz County; DUI Place of Last Drink Survey for Santa Cruz County; and Community Assessment Projects for Santa Cruz and San Luis Obispo Counties. Previously, he was a research assistant in a psychology research lab at the University of California, Santa Cruz (UCSC), and he interned at UCLA, where he researched wage theft in Santa Clara County. Wil received B.A. degrees in psychology and community studies at UCSC, where he was a Koret Undergraduate Research Scholar. He has made many scholarly presentations before researchers and labor unions. Methodological skills include quantitative and qualitative data collection and analysis. He also brings significant experience with interview processes, data entry, and transcription.

ASR is dedicated to helping people build better communities and has a strong history of working with vulnerable populations. The subject matter and deliverables align with our mission, capabilities, and core business. We have completed dozens of needs assessments, strategic plans, and evaluations throughout the central coast, so we are intimately connected to the community, and we have the relationships already built for which to launch this project. In addition to our experience, ASR has the administrative and professional capacity to implement this project, along with the multiple other projects currently underway.



## ASR's Organizational Chart



## Cultural Competency

### ASR's Cultural Competence

ASR is committed to conducting culturally competent research that includes not only differences in race, ethnicity, and language, but also differences in socio-economic status, age,

sexual orientation and identity, immigration status, geography, and other differences that emerge within and between communities. To provide services that are culturally and linguistically competent, ASR has staff that are bilingual and bicultural in Spanish, and additional staff who speak Hindi, Kannada, Tamil, Telugu, and Indonesian. ASR also works closely with other trusted partners for additional languages, including Vietnamese.

We consider culture and language in every aspect of our assessments, in choosing outcomes and indicators, in the creation of survey instruments, in the translation of all materials, and in pilot testing our instruments. These efforts ensure cultural and linguistic appropriateness to the populations served, so that results reflect a high degree of discriminant validity and internal consistency amongst the target population.

ASR values racial equity: we conduct organization-wide trainings on implicit bias, what it means to be a culturally responsive organization, and trauma-informed practices. Our staff have also organized and led county-wide dialogues between youth, community and law enforcement on racism and policing.

## Methodology

- 1. Meet with City Manager and representatives from the Water Board**
- 2. Finalize data collection instrument and methodology to be approved by Water Board/City Manager**
- 3. Send a letter or email to all water customers announcing the purpose and importance of the survey with a self-online survey link or a addressed/stamped income questionnaire. (ASR to manage this effort and cover email list service management, US post mailing and printing costs. )**
- 4. Within 14 days of the mailing, telephone surveys to begin to all non-mail respondents**
- 5. Telephone surveying to begin after mail/email survey to all non-respondents & continues until 500 complete surveys**
- 6. Survey results are analyzed on a weekly based listing response rates and average household income**
- 7. Council members and other key stakeholders will be enabled to do in-person interviewing as their schedules permit**
- 8. Income survey is completed and valid responses are mapped on GIS map of SJB service area showing representative distribution. Expectation is survey results will be at least at a 95% confidence level and a 5% confidence interval(+/-)**
- 9. City manager and Water Board to review preliminary results and data and approve or request more info**

## Collaboration

ASR will work together with the County leadership to convene an oversight committee/leadership team to clarify roles and responsibilities and desired goals of the project.

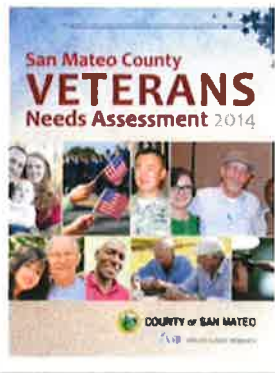
## Budget

ACTIVITIES	COST
<p><b>ACTIVITIES PRIOR TO DATA COLLECTION</b></p> <p><b>Activities to include:</b></p> <ul style="list-style-type: none"> <li>• Meet with City Manager and representatives from the Water Board</li> <li>• Finalize data collection instrument and methodology to be approved by Water Board/City Manager</li> <li>• Send a letter or email to all water customers announcing the purpose and importance of the survey with a self-online survey link or a addressed/stamped income questionnaire. (ASR to manage this effort and cover email list service management, US post mailing and printing costs. )</li> <li>• Within 14 days of the mailing, telephone surveys to begin to all non-mail respondents</li> <li>• Telephone surveying to begin after mail/email survey to all non-respondents &amp; continues until 500 complete surveys</li> <li>• Survey results are analyzed on a weekly based listing response rates and average household income</li> <li>• Council members and other key stakeholders will be enabled to do in-person interviewing as their schedules permit</li> <li>• Income survey is completed and valid responses are mapped on GIS map of SJB service area showing representative distribution. Expectation is survey results will be at least at a 95% confidence level and a 5% confidence interval(+/-)</li> <li>• City manager and Water Board to review preliminary results and data and approve or request more info</li> </ul> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Frequency table of final results</li> </ul>	
<b>Total</b>	<b>\$28,000</b>



## Examples of Previous Work

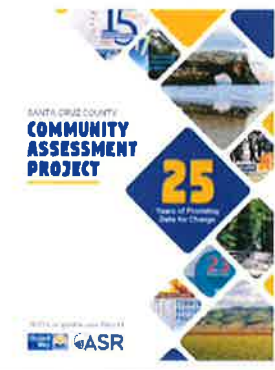
Through extensive knowledge of community indicators and customized, local research design, ASR has a long-standing history of developing and defining rigorous data that inspires community engagement and positive action.



### SAN MATEO VETERANS NEEDS ASSESSMENT

<https://www.appliedsurveyresearch.org/san-mateo-county-veterans>

The San Mateo County Veterans Needs Assessment helped identify and address the needs of approximately 32,000 veterans residing in San Mateo County. This report improved understanding of veterans' needs in the community and helped determine which programs, supports, and service delivery systems were most needed. For this assessment, ASR collected secondary data from more than 25 sources, including the Department of Veterans Affairs, and from primary qualitative data.



### SANTA CRUZ COUNTY COMMUNITY ASSESSMENT PROJECT

<https://www.appliedsurveyresearch.org/scccap>

For 25 consecutive years, ASR has summarized community assets, challenges, and trends in the Santa Cruz County Community Assessment Project (CAP). The CAP is a multi-year initiative to measure and improve quality of life in the county. It is completed through telephone surveys reaching 800+ community residents, plus secondary data collection regarding six quality-of-life domains.

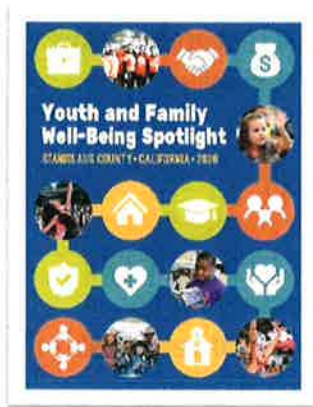
Veteran Needs  
Assessment  
JOSHUA LUTHE & ASSOCIATES  
December 2018



### SOUTH SANTA CRUZ COUNTY VETERAN NEEDS ASSESSMENT

ASR assessed the needs of South Santa Cruz County veterans and the utilization of the Watsonville Veterans Memorial Building. The assessment included focus groups and a survey with veterans, stakeholders and community members, a community meeting, and key informant interviews. Analysis was centered on the best use for maintaining and enhancing existing support services, meeting unmet and emerging needs, and how the Veteran's Memorial Building might

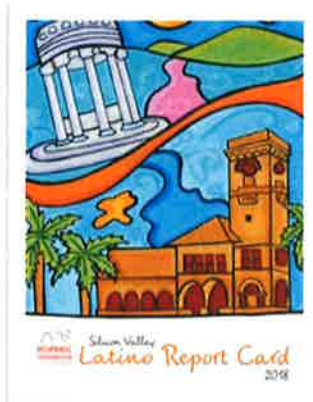
address these identified needs. (Please contact ASR for a copy of the report.)



### STANISLAUS COUNTY YOUTH AND FAMILY SPOTLIGHT

<https://www.appliedsurveyresearch.org/stanislaus-county-2020>

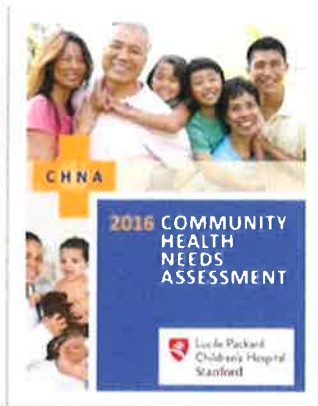
To assess the health and well-being of children and families, Focus on Prevention partnered with Applied Survey Research (ASR) to obtain primary data through direct community input. In 2019, 400 surveys were completed with Stanislaus County residents to gauge the relative priority of various health needs. ASR obtained secondary data from a variety of sources.



### LATINO REPORT CARD

<http://hfsv.org/news-events/whats-new/Unveil-2018-Silicon-Valley-Latino-Report-Card-Event>

The 2018 Silicon Valley Latino Report Card follows the original 2011 report card and provides an updated baseline about Latino quality of life in the region. As with the 2011 report, this Report Card identified serious challenges that continue to confront Latinos and threaten Silicon Valley's long-term prosperity. The report has helped to fuel effective action and engagement to improve the well-being of Latinos in Silicon Valley.



## COMMUNITY HEALTH NEEDS ASSESSMENTS

<https://www.appliedsurveyresearch.org/community-health-needs-assessments>

ASR has a long history of conducting high-quality Community Health Needs Assessments (CHNA). These are nonprofit hospital required studies of health and well-being and a focus of ASR's collaborative collective data process. We deliver more than the basic requirements for nonprofit hospitals, which means we include in-depth primary research methods. We have conducted multi-hospital Community Health Needs Assessments to gain regional understandings. Each assessment concentrates on health and well-being for everyone, areas of need, and impact of various improvement efforts. The goal is to transform data into action and to track progress.



**FILED**  
CITY OF SAN JUAN BAUTISTA

AUG 21 2020

CITY OF SAN JUAN BAUTISTA

OFFICE OF THE CITY CLERK

## APPLICATION FOR AD-HOC COMMITTEE

Name: Jackie Morris-Lopez  
Mailing Address: P.O. Box 519  
Physical Address: 400 Mission St. San Juan Bautista  
Email: mmorrislopezj@gmail.com Phone: \_\_\_\_\_  
Employer: Elite Medical Group Cell Phone: (831) 673-2269  
Work Phone: \_\_\_\_\_

**NOTE: The information you provide is done with the express understanding that it is public information and may be provided to the public when requested.**

Education: Health Science A.S., Stanford Physician Assistant Program  
SJSU - undergrad Speech Pathology & Audiology

Community Service Experience including service on other boards, commissions, clubs, and organizations

Clubs or Organizations: N/A

Municipal Experience: Community Rep on Hiring Panel for SJB City Manager  
Community/Parent Rep Anzar H.S. 2000 - PAST

Why do you wish to be on this committee and what contributions can you make to the committee? (Attach additional sheet if necessary.)

I will bring my life long community member & resident of  
SJB to this committee. I have a desire to work with other  
committee members & the residents input to protect our community  
or city from the negative effects of Urban sprawl from neighbors to  
the North & East of us.

Date: 8/21/2020

Signature: Jackie Morris-Lopez

Attach resume if desired.

When completed, please return to City Hall at 311 Second Street or email a copy to:

DeputyCityClerk@san-juan-bautista.ca.us



**AFFIDAVIT OF POSTING**

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 24<sup>th</sup> DAY OF AUGUST 2020, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
2. ON THE BULLETIN BOARD AT THE CITY LIBRARY, 801 SECOND STREET.
3. ON THE BULLETIN BOARD AT THE ENTRANCE TO THE UNITED STATES POST OFFICE, 301 THE ALAMEDA

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 24<sup>th</sup> DAY OF AUGUST 2020.



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TRISH PAETZ, DEPUTY CITY CLERK

