



REGULAR MEETING

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

TUESDAY, JUNE 6, 2023

5:30 PM

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

Regular Meeting - Tuesday, June 6, 2023
5:30 PM

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

<https://us02web.zoom.us/j/4614728829>
Meeting ID: 461 472 8829

To participate telephonically by calling the number below:
(669) 900-6833

Meeting ID: 461 472 8829#

If prompted to enter a participant ID, press #
TO PARTICIPATE IN PERSON:
City Hall Council Chamber
1 Pendergrass Way
Sand City, CA

How to submit written Public Comments:

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

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

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY MANAGER

5. COMMUNICATIONS

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

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

6. CONSENT CALENDAR

The Consent Agenda consists of routine items for which City Council approval can be taken with a single motion and vote. A Council member may request that any item be placed on the Regular Agenda for separate consideration.

6A. Approve the City Council Special Meeting Minutes for May 30, 2023

[Draft Minutes](#)

6B. Approve the Cancellation of the July 4, 2023, Regular City Council Meeting

6C. Approve a Resolution Authorizing an Amendment to the Memorandum of Understanding Between ReGen Monterey and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1382

[Staff Report](#)

[Resolution](#)

[MOU](#)

6D. Approve a Resolution Authorizing the Monterey County Health Department to Apply for State Block Grant Funding on Behalf of Sand City Towards the Countywide Used Oil Recycling Program

[Staff Report](#)

[County of Monterey Correspondence](#)

[Letter of Authorization](#)

[Annual Report OPP11](#)

[Resolution OPP14 Used Oil](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

- 8A. West Bay Lift Station: Tom Kouretas, Monterey One Water
- 8B. Central Coast Community Energy Annual Update by Sophia Schwirzke
[Annual Update](#)

9. PUBLIC HEARING

- 9A. Approve Conditional Use Permit CUP 23-001 to Facilitate Various Use of Commercial Space in the Existing Mix-Use Building 400 Ortiz Avenue ***This item will be continued to the June 20, 2023, Regular City Council Meeting.***

10. NEW BUSINESS

- 10A. Approve a Resolution Adopting a Salary Schedule Amendment for Police Officers for the Fiscal Year 2022-2024
[Staff Report](#)
[Resolution](#)
[2022-2024 Police Salary Plan](#)
- 10B. Approve a Resolution Approving a Service Agreement with EMC Planning Group, INC. for Professional Planning Services Within Fiscal Year 2023-2024 at a Cost Not to Exceed \$197,000
[Staff Report](#)
[Resolution](#)
[Agreement](#)
[Exhibit A Proposal Letter](#)
- 10C. Approve a Resolution Authorizing the Renewal of a Maintenance Services Agreement with Hope Rehabilitation Services for Fiscal Year 2023-2024
[Staff Report](#)
[Resolution](#)
[Agreement](#)
- 10D. Comments by Councilmembers on Items of Interest to Sand City

11. CLOSED SESSION

- 11A. City Council/Successor Agency Board to adjourn to Closed Session Regarding: Conference with Labor Negotiator Pursuant to Government Code §54957.6. Negotiator: Adam Lindgren, Interim City Attorney. Employee: City Manager
- 11B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with California Government Code §54957.1.

12. ADJOURNMENT

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

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

**AGENDA ITEM
6A.**

**Approve the City Council Special Meeting
Minutes for May 30, 2023**

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

Special Meeting - Tuesday, May 30, 2023
4:00 PM

As allowed by Assembly Bill AB2449, this meeting was conducted in person
and by teleconference

Mayor Carbone called the meeting to order at 4:03pm.

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder, arrived at approximately 4:30pm
Councilmember Diaz
Councilmember Hawthorne
Councilmember Sofer

Staff: Vibeke Norgaard, City Manager
Adam Lindgren, Interim City Attorney
Kerry Lindstrom, City Clerk

2. COMMUNICATIONS

No public comment was received.

3. CLOSED SESSION

- 3A. City Council/Successor Agency Board to Adjourn to Closed Session Regarding Public Employee Performance Evaluation, Government Code §54957
Title: City Manager Performance Evaluation

Council discussed City Manager's annual performance evaluation.

- 3B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with Government Code §54957.1

Interim City Attorney reported out the Council conducted and completed the City Manager's regular scheduled annual performance review and concluded that overall, the City Manager's performance in the last year was excellent.

ADJOURNMENT

Council adjourned the meeting at approximately 5:15pm

**AGENDA ITEM
6B.**

**Approve the Cancellation of the July 4,
2023, Regular City Council Meeting**

**AGENDA ITEM
6C.**

**Approve a Resolution Authorizing an
Amendment to the Memorandum of
Understanding Between ReGen Monterey
and its Member Agencies Regarding
Assistance with Compliance with
California Senate Bill 1382**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager; Mark Parker, Public Works Manager
SUBJECT: Resolution authorizing an Amendment to the Memorandum of Understanding Between ReGen Monterey and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383
DATE: June 1, 2023 (for the June 6, 2023 Council meeting)

BACKGROUND/DISCUSSION:

The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation has a significant impact on the City, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. Key SB 1383 requires that all residents and businesses subscribe to an organics recycling service (provided through GreenWaste Recovery in the City), a 20% recovery of edible food by 2025 to direct it to beneficial use and thus prevent it from entering the waste stream, that education and outreach to the community on SB 1383 are conducted, to procure recyclable and recovered organic products, and to monitor compliance and conduct enforcement of SB 1383. Regulations took effect, and local program implementation began on January 1, 2022. In 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the ReGen's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in the ReGen's service area (Haulers), and ReGen.

The Member Agencies determined that ReGen has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that ReGen incur costs to provide these activities. The Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a Memorandum of Understanding (MOU) between the ReGen Monterey (AKA Monterey Regional Waste Management District) and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383. The purpose of the MOU is to provide a structure for the Member Agencies to reimburse ReGen Monterey for SB 1383 related activities it performs on behalf of the Member Agencies. The MOU was voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383. The MOU was adopted by the ReGen Monterey Board on June 18, 2021, the Member Agencies soon thereafter, and became effective July 1, 2021. Each year ReGen Monterey staff identifies expected expenses associated with jurisdictional compliance of SB 1383 and

compiles those expenses in Exhibit A of the 1383 Shared Costs MOU. Expenses include items such as program administration, public education, monitoring, reporting and edible food recovery capacity building, program administration and outreach. These expenses are then broken down to proportional percentages per population in Exhibit B of the 1383 Shared Costs MOU. The draft budget was first presented to the TAC for review, feedback, and consensus. It was then presented to the ReGen Monterey Board of Directors and Member Agencies' Councils and Boards and was approved on May 19, 2023. The amendment to Exhibits A and B of the MOU would supersede exhibits covering previous fiscal years.

CEQA:

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

Fiscal Impact:

The cost of this item is \$9,000.00, which will not be passed along to Sand City rate payers due to an existing surplus from prior rate periods.

Recommendation:

Adopt a resolution authorizing the City Manager to sign an amendment to the Memorandum of Understanding with ReGen Monterey for assistance with compliance with SB 1383.

Attachments:

1. Resolution
2. Memorandum of Understanding

**CITY OF SAND CITY
RESOLUTION SC 23-___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING AN
AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REGEN
MONTEREY AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH
COMPLIANCE WITH CALIFORNIA SENATE BILL 1383**

WHEREAS, the State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on the City, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis; and

WHEREAS, the legislation mandates that the City undertake certain activities around the handling of organic waste materials collected within our jurisdiction. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream; and

WHEREAS, regulations took effect, and local program implementation began, on January 1, 2022; and

WHEREAS, in 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by ReGen's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in the ReGen's service area (Haulers), and ReGen; and

WHEREAS, the Member Agencies determined that ReGen has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that ReGen incur costs to provide these activities; and

WHEREAS, the Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383; and

WHEREAS, the purpose of the MOU is to provide a structure for the Member Agencies to reimburse ReGen for SB 1383 related activities it performs on behalf of the Member Agencies. The MOU was voluntarily entered into by the parties for the purpose of facilitating the implementation of SB 1383. The MOU was adopted by the ReGen Board on June 18, 2021, the Member Agencies soon thereafter, and became effective July 1, 2021; and

WHEREAS, Sand City has been participating in ReGen Monterey's Technical Advisory Committee (TAC), and it is agreed that it is in our City's best interest to coordinate activities related to this legislation. As ReGen has the expertise and resources necessary to implement some of these activities on a regional basis; and

WHEREAS, the City approved the memorandum of understanding between the Monterey regional waste management district and its member agencies regarding assistance with compliance with California Senate Bill 1383; and

WHEREAS, an Amendment to Exhibit A and Exhibit B to the MOU was adopted by the ReGen Board on May 19, 2023, the Member Agencies soon thereafter, and will become effective July 1, 2023; and

WHEREAS, Exhibit A and Exhibit B amend the activities and costs with the anticipated regional cost of \$202,324.00 (less \$65,000.00 offset by ReGen from recycling revenue) and the cost to Sand City ratepayers is \$9,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby hereby direct the City Manager to accept and execute on behalf of the City Council, the Amendment to Exhibit A & B of the Memorandum of Understanding between ReGen Monterey and its member agencies regarding assistance with compliance with California Senate Bill 1383.

PASSED AND ADOPTED by the City Council of the City of Sand City this 6th, day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (“District”, “MRWMD”), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY (“Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The State of California has passed legislation, known as Senate Bill 1383, California’s Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.
- B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District’s Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.
- C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies’ behalf and have now requested that the District incur costs to provide these activities.
- D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.
- E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as

follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein. Exhibit D defines the estimated annual procurement requirements of organic material and estimated cost per ton of compost for each Member Agency, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A, B, C, and/or D subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, C, and D which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

(d) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(e) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set \$140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B, C, and D.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A, B, C, and D.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant.

Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____

DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____

DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2023-2024

Scope of Work

The activities related to the implementation of SB 1383 may include contracting and policy development; public education; materials purchasing and distribution; reporting; contamination monitoring; edible food waste recovery; enforcement; procurement; organics processing; rate setting; cost monitoring; and any other related activities the Parties choose to address.

The District will take the lead producing public education campaigns in concert with the already-provided Hauler and/or Member Agency resources. The Member Agencies will be responsible for production and mailing fees associated with outreach. The District will also contract with a vendor to administer contamination monitoring in the form of curbside lid flipping. The District will also provide CalRecycle reporting services to the Member Agencies. In addition, funds will be allocated to food recovery organizations for procurement of refrigerated holding facilities or transport vehicles to support edible food recovery efforts.

Costs

SB 1383 Fee Category	Detail	FY 23/24 Cost	Notes
HF&H General Support & TAC meetings	Task #5 (SB 1383 general support) & task #6 (monthly TAC meetings) of HF&H CY 2023 proposal	\$ 20,500	
Edible Food Recovery Capacity Building	\$40,000 for grant allocations. Grant administration by Blue Strike Environmental will be billed with unused FY 23/23 budget.	\$ 40,000	Joint grant or application process w/ SVR to determine need. SVR allocating \$60k. ReGen allocating \$40k as County is omitted from this line item.
Edible Food Recovery Program Administration	Assessment Updates - Living Document Generation Estimate Update-Using ReGen WCS FRO Capacity Survey - Annual Update Conference Presentations (CRRA) and Other Support TBD EFR E&O - Cycle 2 - Tier 1&2 Follow-up target groups TBD Organics Collections E&O - Target Groups TBD School Food Waste Reductions - Targeted Groups TBD Total: \$70k, split 50/50 with Salinas Valley Recycles	\$ 24,000	ReGen member agency portion only. Split 50/50 with SVR. School outreach not included in cost. Omits County of Monterey
Edible Food Generator Inspections for Tier 1 & 2	County of Monterey provides inspections at rate of \$201/hour. One hour per business which includes one follow-up, if needed.	\$ 22,000	Omits County of Monterey
Public Education	Design/creation of public education materials. Does not include production or distribution of materials created.	\$ 30,000	
Contamination Monitoring (Lid Flipping)	RFP to determine vendor	\$ 13,431	Omits County of Monterey due to WM Smart Truck
Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	\$ 12,393	Omits County & City of Monterey who subscribe separately
ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittee Meetings SB 1383 Program Coordination and Development of Public Education Materials CalRecycle Reporting Outreach at Community Events Coordination with Sustainability Groups	\$ 40,000	
		\$ 202,324	
Reduction from ReGen recycling revenues		\$ (65,000)	
Total		\$ 137,324	

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2023-2024 (CONTINUED)

HF&H Franchise Management Fees

Task #	Detail	FY 2024	
1	Review Contractor's Quarterly Reports	\$	12,500.00
2	Review Contractor's Annual Report	\$	2,500
3	Review Franchise Fee Payments	\$	2,500
4	Review Contractor's Annual Rate Adjustments	\$	50,000
5	Develop Contract Compliance Checklist	\$	10,000
6	Monitor Contract Compliance	\$	24,000
Total		\$	101,500

HF&H fees apply to GreenWaste Recovery member jurisdictions only.

EXHIBIT B**MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS***
FY 2023-2024

District Shared Costs By Jurisdiction				
	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,830	2.4%	\$ 9,020	\$ 9,486
DRO	1,525	1.0%	\$ 3,591	\$ 9,000
Marina	21,981	13.7%	\$ 51,765	\$ 48,261
PG	15,522	9.7%	\$ 36,554	\$ 34,080
PBCSD	4,531	2.8%	\$ 10,671	\$ 10,405
Sand City	310	0.2%	\$ 730	\$ 9,000
Seaside	33,956	21.2%	\$ 79,966	\$ 74,553
Monterey City	28,352	17.7%	\$ 31,526	\$ 29,038
County	50,128	31.3%	\$ 15,000	\$ 15,000
TOTAL	160,135		\$ 238,824	\$ 238,824

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs. Costs "with minimums" will be utilized.

EXHIBIT C

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

The Member Agencies of Carmel, Del Rey Oaks, Marina, Monterey, Sand City, Seaside, Pacific Grove, and the Pebble Beach Community Services District (PBCSD) join the Local Assistance Grant Program as a regional collaborative project for the implementation of regulation requirements associated with SB 1383, in coordination with other jurisdictions of the Monterey County region to maximize project impact and cost-effectiveness across the countywide area. This regional grant-funded project will be coordinated through the two local waste management governmental agencies within Monterey County, Monterey Regional Waste Management (MRWMD), and Salinas Valley Solid Waste Authority (SVSWA).

The Member Agencies, along with each of the MRWMD and SVSWA member agencies are applying individually to this grant program using a unified regional project design, budget and implementation approach. All participating jurisdictions' individual grant funding will be pooled together and expended in a cooperative manner by their agencies' respective waste districts, MRWMD and SVSWA. The County of Monterey is applying separately and will manage its budget and project implementation independently, in coordination with broader regional planning efforts.

Based on current regional needs and findings to date related to SB 1383 in Monterey County, the following four major components will comprise the principal focus areas of program expenditures under the proposed regional project approach:

- 1) Grant Management, Tracking & Reporting
- 2) Agency Procurement Support
- 3) Edible Food Recovery Implementation and Capacity Building
- 4) Organics & Edible Food Recovery Education, Outreach and Technical Assistance

Each element will be informed by regional coordination through the established MRWMD and SVSWA Technical Advisory Committee forums, Capacity Planning Assessments and related studies completed or in process throughout the region, and new data and information obtained through program implementation trials, stakeholder feedback and best practices as identified. All expenditures will be incurred jointly, facilitated through each respective waste agency, and tracked and reported by each jurisdiction, based on the percentage of grant funds received by each agency compared to the full funding received collectively by all participating member agencies. CalRecycle, based on per capita calculations, using the Department of Finance's January 2021 population statistics, estimates jurisdictions' proportionate grant allocations. A summary of individual and collective agency grant allocations is presented below as **Table 1**.

EXHIBIT C
(Continued)

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL
ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

Table 1. Thirteen Agency Collaborative Approach Budget Summary

Agencies	Estimated Funding	% of District Subtotal	% of Region Total	Waste District
Carmel-by-the-Sea	\$20,000	9%	4%	MRWMD
Del Rey Oaks	\$20,000	9%	4%	MRWMD
Marina	\$29,771	14%	6%	MRWMD
Monterey	\$38,247	18%	7%	MRWMD
Pacific Grove	\$21,398	10%	4%	MRWMD
Sand City	\$20,000	9%	4%	MRWMD
Seaside	\$43,151	20%	8%	MRWMD
Pebble Beach Community Services District	\$20,000	9%	4%	MRWMD
Subtotal (MRWMD):	\$212,566	100%	41%	
Gonzales	\$20,000	6%	4%	SVSWA
Greenfield	\$25,157	8%	5%	SVSWA
King City	\$20,665	7%	4%	SVSWA
Salinas	\$211,143	68%	40%	SVSWA
Soledad	\$33,095	11%	6%	SVSWA
Subtotal (SVSWA):	\$310,060	100%	59%	
TOTAL (13 Agency Regional Approach):	\$522,626		100%	

** Working in coordination with the designated CalRecycle grant manager or other agency representatives as appropriate, the region may adjust these proposed expenditure areas,

amounts, or priorities, consistent with grant expenditure eligibility requirements, as needed during the course of the grant term based on the needs of the region.

EXHIBIT D

MEMBER AGENCIES' ESTIMATED PROCURMENT REQUIRMENTS OF ORGANIC MATERIAL

The list below indicates the annual recovered organic waste product procurement targets for each jurisdiction (city, county, or city and county) that will be in effect from January 1, 2022, through December 31, 2026 per CalRecycle.

Member Jurisdiction	Population (1/1/21 estimate)	% of Population	Annual Procurement Target (Tons of Organic Waste)	Tons of Compost (.58)	Cost /Ton Compost	Cost of Compost
Carmel-by-the-Sea	4,023	1%	322	187	\$ 28.00	\$ 5,229.28
Del Rey Oaks	1,670	0%	134	78	\$ 28.00	\$ 2,176.16
Marina	21,920	7%	1,754	1,017	\$ 28.00	\$ 28,484.96
Monterey	28,382	8%	2,271	1,317	\$ 28.00	\$ 36,881.04
Pacific Grove	15,536	5%	1,243	721	\$ 28.00	\$ 20,186.32
Sand City	385	0%	31	18	\$ 28.00	\$ 503.44
Seaside	32,121	10%	2,570	1,491	\$ 28.00	\$ 41,736.80
Pebble Beach CSD	4531	1%	362	210	\$ 28.00	\$ 5,878.88
Unincorporated County*						\$ -
Total MRWMD	108,568	32%	8,687	5,038		\$ 141,076.88

*Unincorporated County not participating in procurement portion of MOU

All product quoted as unbagged F.O.B MRWMD site.

Transportation costs are not included.

**AGENDA ITEM
6D.**

**Approve a Resolution Authorizing the
Monterey County Health Department to
Apply for State Block Grant Funding on
Behalf of Sand City Towards the
Countywide Used Oil Recycling Program**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Monterey County Used Oil Recycling Program and Block Grant Application
Cycle 14
DATE: June 6, 2023

BACKGROUND/DISCUSSION:

The Monterey County Health Department has implemented a used oil recycling program on behalf of its member cities within Monterey County since the early 1990s. The City of Sand City has been an ongoing participant in this program for the collection of used motor oil. Each year, the County applies for State grant funds to implement this oil collection/recycling program. The County typically applies on behalf of its various member cities and pools that funding together. As Sand City does not have its own used oil collection program, it is logical to utilize and participate in the County's existing collection program. The County Health Department is requesting Sand City's authorization to apply for the next fiscal year 2023-24 grant funds on behalf of Sand City to implement the program. Authorization is needed prior by June 16, 2023.

CEQA:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution, authorizing the County of Monterey to submit a grant application to the California Department of Recycling and Recovery (Cal-Recycle) for fiscal year 2023-22 for the County's Used Oil Recycling Program on behalf of the City of Sand City.

ATTACHMENTS:

1. County of Monterey Correspondence
2. Letter of Authorization
3. Cal-Recycle FY 2021-2022 Annual Report Summary

4. Resolution



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

May 22, 2023

Vibeke Norgaard
City Manager
City of Sand City
City Hall
1 Sylvan Park
Sand City, CA 93955

Dear Ms. Norgaard:

Each year the Monterey County Environmental Health Bureau (EHB) requests a letter of authorization from the City Administrator or designee authorizing the County of Monterey to execute all documents necessary to continue to implement the annual Oil Payment Program Cycle 14 (OPP14) on your city's behalf. A sample letter is enclosed for your convenience. **We request that you return the signed authorization letter to our office by June 16, 2023** to ensure timely submittal to CalRecycle.

For over 15 years, the EHB has administered a successful countywide Used Oil & Filter Recycling Program on behalf of all cities and the unincorporated area of Monterey County. The Program is funded by a grant from the California Department of Resources Recycling and Recovery (CalRecycle) and supports used oil and filter recycling activities throughout the County. Enclosed is the FY 2021-2022 Annual Report Summary detailing the activities, outreach events and volume collected as a result of this program. Below are a few highlights of program activities:

- Ran over 120 ads in English and Spanish through various media outlets including radio, newspaper and online,
- Filter exchange program provided 85 filter vouchers during Community Clean Up Days
- Collected 181,145 gallons of used oil and 30,000 used oil filters.

Continuing to pool funds allows both the Cities and County to continue to achieve greater efficiencies by maximizing resources, allowing consistency in outreach efforts, and preventing duplication of labor. I look forward to continue working with your city in providing used oil and filter recycling services to our community.

Please contact Recycling Services at (831) 755-4579 should you need further information regarding this program.

Sincerely,

DocuSigned by:

Ricardo Encarnacion

77E4AF686AE44F6...

Ric Encarnacion, REHS, MPH
Bureau Chief, Environmental Health Bureau



City of Sand City
1 Pendergrass Way
Sand City, CA 93955

June 6, 2023

Ric Encarnacion, REHS, MPH
Bureau Chief of Environmental Health Bureau
1270 Natividad Rd.
Salinas, CA 93906

Subject: Authorization Letter for the Used Oil Payment Program 14th Cycle, FY 2023-2024

I am the City Manager of the City of Sand City. I am authorized to contractually bind the City of Sand City. Pursuant to this authority, I hereby authorize the County of Monterey to submit a regional application and act as Lead Agency on behalf of the City of Sand City. The County of Monterey is hereby authorized to execute all documents necessary to implement the grant under the Used Oil Payment Program Cycle 14 (OPP14).

Sincerely,

Vibeke Norgaard, City Manager
1 Pendergrass Way
Sand City, CA 93955



Annual Report Summary

Recipient/Jurisdiction: Monterey County

Status: Open

Fiscal Year: 2021-22

Program Advisor: Batavia, Ashraf

Oil Collection Type	Oil (Gallons)	Oil Filters
Certified Collection Centers	94,305	
PHHW and ABOPS	9,100	2,250
Agricultural Collection	62,100	25,750
Residential Collection	12,615	1,500
Marinas	3,025	500
Oil Collection Total:	181,145	30,000

Expenditures

PAYMENT NUMBER : OPP11-20-0251

	AVAILABLE BALANCE	77,739.34
Administration	Indirect / Overhead Cost	7,066.21
	Personnel	9,886.80
Collection	Curbside (allow resident	6,673.50
	Permanent HouseHold Haza	33,210.52
Education	DMV Ads	1,950.00
	Other	1,122.20
	Radio Ads	5,595.00
Materials/Construction	Oil Absorbent Rags/Socks	4,069.57
	Oil Tanks	8,165.54
	REMAINING BALANCE	0.00

PAYMENT NUMBER : OPP12-21-0251

	AVAILABLE BALANCE	91,682.00
Administration	Indirect / Overhead Cost	3,563.39
	Personnel	2,762.66
Collection	Curbside (allow resident	1,082.00
	Permanent HouseHold Haza	6,863.73
Education	Other	349.89
	Radio Ads	1,020.00
Materials/Construction	Oil Containers	23,555.61
	REMAINING BALANCE	52,484.72

Program Highlights

Theme: One of the main activities of the Used Oil Program is to promote/increase used oil filter collection. What activities did you conduct to increase used oil filter collection?

The Monterey County Used Oil and Filter Recycling Program provides outreach and education to the residents of Monterey County on how to properly recycle used oil and filters. During the 2021 calendar year Monterey County Environmental Health (MCEH) placed print and radio advertisements, conducted site visits to local Certified Collection Centers (CCC's) and continued to cover the cost of used oil and filter hauling for garbage and recycling haulers, agricultural and marine centers. The program also continues to cover the cost of maintenance and repairs of oil tanks at various oil collection sites.

o Paid for 5 advertisements in local newspapers such as King City Rustler, Soledad Bee, Gonzales Tribune, Greenfield News.
o Paid for 117 radio ads both in English and Spanish radio iHeart Radio on the Total Traffic & Weather Network focusing on the residential and curbside collection programs. Advertisements are played on KDON 102.5, KION 101.1FM, KOCN 105.1, KTOM 92.7 and La Preciosa KPRC.

MCEH participated in the Agricultural Expo vendor slideshow. Staff created a slide that was shown at multiple points throughout the webinar. Staff posted information on recycling used oil and filters via Instagram. The County's website is also a source for providing information on recycling used oil and filters.

Conducted 31 site visits to Certified Collection Centers.

Did you increase or decrease used oil and filter collection compared to last year? How much and why?

Overall, Monterey County used oil and filter collection data shows a slight increase in used oil collection and a decrease in filter collection compared to 2020. The decrease could be the cause of the following:

- Filter data for Auto Zone and O'Reilly collection centers was not provided therefore was not able to be incorporated in this report.

The total gallons of used oil collected in 2021: 181,145 gallons. This was a 4% increase compared to prior year.

The total number of used oil filters collected in 2021: 30,000 filters. This was a -3.79% decrease in used oil filters compared to prior year. The decrease is mainly attributed to no filter collection data collected from a majority of the CCC's.

Oil Collection at CCC's increased by 10%. Filters data is not accurate, no data was provided. MCEH staff would like to know how to obtain the filter data collected by the CCC's so that it can be incorporated in the report.

Collection at PHHW/ABOP's decreased by -53% for used oil and -39% in filter collection. The decrease of both oil and filters collected is mainly because staff was not able to obtain data from one of the HHW collection sites. Information on HHW disposal is listed on Monterey County's website as well as the HHW collection sites webpages. Also, when staff table at community clean up events direct outreach on HHW is provided.

Collection at Agricultural Used Collection centers increased by 23% for used oil and 32% for filters. Collection at Sturdy Oil continues to be the main collection center for the Monterey County AG program. MCEH staff annually participates in the AG expo as a way to educate small farmers on how to recycle used oil and filters.

Used oil collection for the Curbside program decreased by 40% and by 22% for filter collection. MCEH staff placed print and radio advertisements for the curbside program. MCEH utilizes Instagram as a platform for outreach. Staff used the manifest data provided by Bayside Oil, our used oil hauler and contacted the haulers directly to obtain this data.

Marine

Used oil collection at marine centers increased in both categories; 34% in used oil and 50% used oil filters compared to 2020.

Non-certified Centers:

In 2021, a total of 9,880 gallons of non-DIY oil was reported from Monterey Regional Waste Management District HHW facility. This category was not included in the total gallons of used oil collected in 2021.

Were there any program changes from this year to last year?

The COVID19 pandemic cancelled all close contact outreach, therefore, no filter exchange events were held in 2020. MCEH staff resumed normal activities in 2021. There was a total of 3 filter exchange events in 2021. Staff established an agreement to provide an educational video at the local Salinas DMV; this will be reported in the 2022 annual report.

If you dropped a program or method, why do you think it didn't work?

Mainly due to the decrease in grant funding, we are not continuing our contract with Save Our Shores the contractor that performed outreach to boaters at the local marinas.

What program or method has worked best for you?

Filter exchange events continue to be the best method for providing education and outreach.

Did you develop any best practices or techniques to share with other grantees?

Not at this time.

What can CalRecycle do to help you? Or what would you like to see modified to better assist you?

Provide ideas on how to assist certified collection centers that have a problem with illegal dumping of oil/ filters.

While conducting site visits, we noticed that there were a couple sites that were no longer collect oil/ filters from the public. How do we remove these sites from the list?

Annual Report Certification

"I certify under penalty of perjury, under the laws of the State of California, that I have read the Oil Payment Program (OPP) Guidelines (Guidelines), that the submitted Annual Report and Expenditure information is correct, and that all funds received under the OPP have been expended in accordance with the Guidelines."

X

ahamymmm6

Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation)

08/09/2022

Date

ESA M. Jimenez

Print Name

IMPORTANT! Recipient must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Recipient's cycle file.

**CITY OF SAND CITY
RESOLUTION SC ___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE
MONTEREY COUNTY HEALTH DEPARTMENT TO APPLY FOR STATE BLOCK
GRANT FUNDING ON BEHALF OF SAND CITY TOWARDS THE COUNTYWIDE
USED OIL RECYCLING PROGRAM**

WHEREAS, since 1993, the County of Monterey has implemented a county-wide used oil and filter collection program throughout the cities and unincorporated area of Monterey County, servicing residential neighborhoods, agricultural and marine communities by a network of collection centers and a curbside collection program; and

WHEREAS, each year, the Monterey County Health Department applies for block grant funding from the California Department of Resources Recycling and Recovery (Cal-Recycle), on behalf of its member cities, for implementing the used oil collection program; and

WHEREAS, Sand City has been an ongoing participant and recipient in the Countywide used oil recycling program, which is looked upon favorably by Cal-Recycle in the City enacting/participating in such programs; and

WHEREAS, the County Health Department is preparing to submit its application to Cal-Recycle, for Fiscal Year 2023-24 block grant funds, and is requesting all of its participating cities, including the City of Sand City, to provide a 'Letter of Authorization' for the County to apply on their behalf for the purpose of pooling those funds together.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the County of Monterey Health Department to submit an application to the California Department of Resources Recycling and Recovery, on behalf of Sand City, for Fiscal Year 2023-24, Cycle 14, and the City Manager is directed to prepare and submit to the County a 'Letter of Authorization'.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___, day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

**AGENDA ITEM
8A.**

**West Bay Lift Station: Tom Kouretas,
Monterey One Water**

**AGENDA ITEM
8B.**

**Central Coast Community Energy Annual
Update by Sophia Schwirzke**



Central Coast Community Energy

Presentation to Sand City

06.06.2023

Sophia Schwirzke

Customer Accounts Manager



Community Choice Aggregation



CCA



Purchases electricity on behalf of local communities; develops programs, rebates, and incentives

Investor-Owned Utility



Delivers electricity, maintains infrastructure, and handles billing

Customers



Benefits from local control, competitive rates, and clean energy as well as CCA programs, rebates, and incentives





Our Formation

2017

MBCP founded by
Counties of Monterey,
San Benito, Santa Cruz



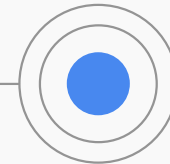
2020

Service expands to
Cities in San Luis
Obispo County



2021

CCCE service
expands to County of
Santa Barbara





34

Member Agencies in **five** counties

400,000+

Customers

\$1 billion

Investment in renewable energy
\$26 million in customer programs





94%

Enrollment in communities



5000 GWh

Electricity delivered in 2022

45,049

Customers in unincorporated Santa Barbara
County and Buellton enrolled in 2021/2022





Our Commitment

01

Local Control

02

Competitive Rates



03

Clean and
Renewable Power

04

Community
Reinvestment





01 Local Control





Our Governance

County of
Monterey

COASTAL CITIES

City of
Watsonville

PENINSULA CITIES

City of
Salinas

County of
San Benito

SALINAS CITIES

County of
Santa Cruz

SAN BENITO CITIES

City of
Santa Cruz

County of
Santa Barbara

SANTA CRUZ CITIES

City of
Santa Maria

Marina
Sand City, Seaside
Del Rey Oaks*

SLO CITIES

Carmel*
Monterey
Pacific Grove*

SLO NORTH CITIES

Greenfield
Gonzales*
Soledad

SLO SOUTH CITIES

Hollister*
San Juan Bautista

SB COUNTY CITIES

Capitola*
Scotts Valley

SB COUNTY CITIES

San Luis Obispo*
Morro Bay

Paso Robles*
Atascadero

Arroyo Grande
Grover Beach
Pismo Beach*

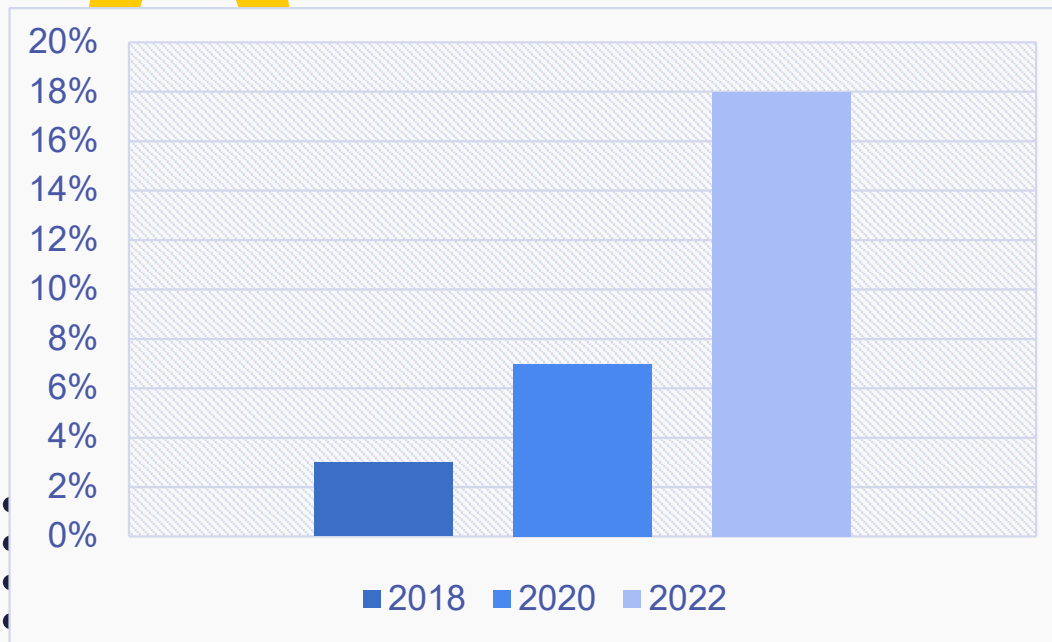
Guadalupe
Solvang*
Buellton

Goleta
Carpinteria*



02 Competitive Rates

Average Residential Savings



18%

Average approximate difference between PG&E and CCCE residential generation rates in 2022

2% to 19%

Small to medium commercial* customers savings after March 2022

**Because our IOU imposes an additional demand charge that we do not, we cannot provide a percent savings for large commercial and agriculture accounts.*



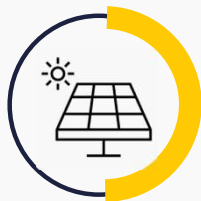
03 Clean & Renewable Power



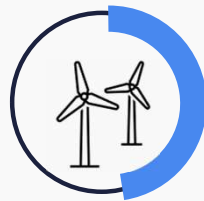
Procurement Targets



2030 Planned Resource Mix



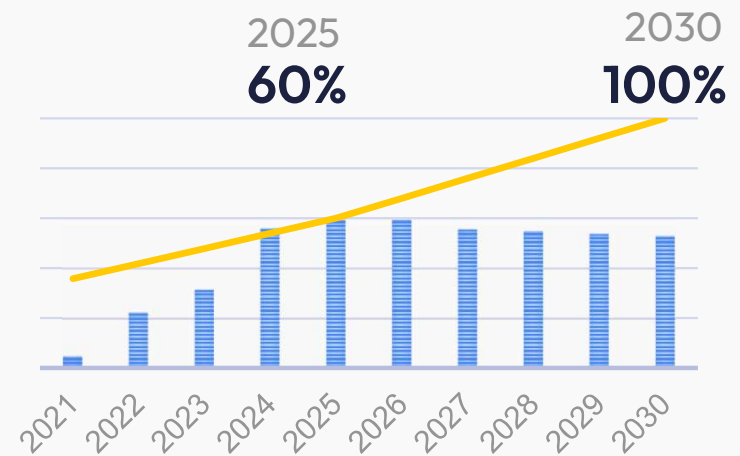
47%
Solar



43%
Wind



10%
Geothermal



Procurement Mix



Solar + Storage

575 MW generation
183 MW storage
150 MW solar only



Standalone Storage

102 MW



Geothermal

98 MW



Wind

33 MW

Executed
contracts for 19
renewable
energy projects



9



5

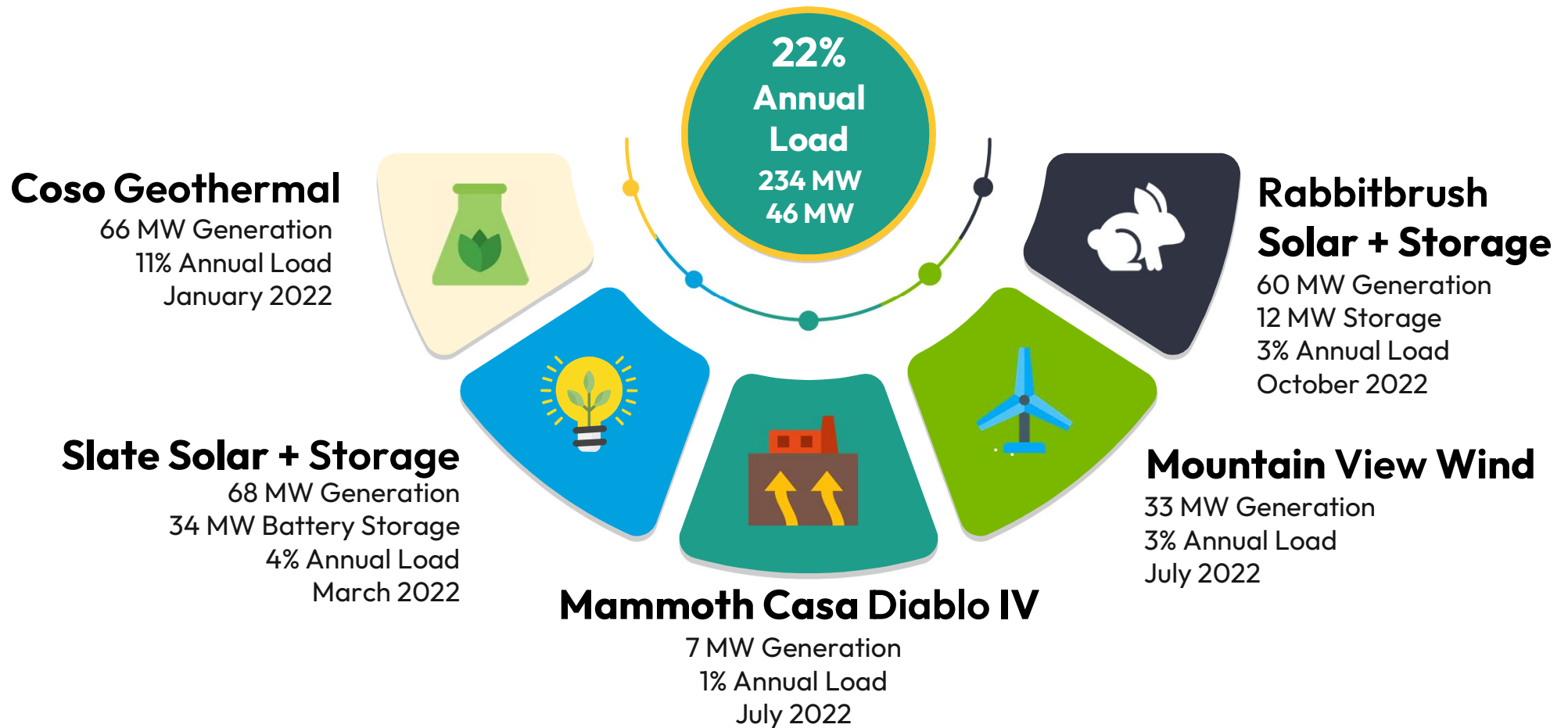


4



1

Projects Online in 2022



Why electrify?



Reduce GHG Emissions

Transportation accounts for 41% of CA emissions. Gas appliances account for 12%.



Better Health Outcomes

Gas appliances impact indoor air quality and public health. Diesel exhaust is linked to multiple serious conditions.



Make an Impact

Every CCCE customer is on a pathway to carbon-free energy by 2030. Switching from gas to electric vehicles and appliances helps our region finish the job.





04 Community Reinvestment



FY 21/22: Community Reinvestment



Electric School Bus

\$1.4M awarded to schools

Est. **148 mT CO2 emissions**
avoided each year



Electrify Your Ride

\$2.4M awarded to customers

Est. **2,500 mT CO2 emissions**
avoided each year



New Construction Electrification

\$600K+ awarded to
affordable housing

Est. **170 mT CO2 emissions**
avoided each year





Residential Programs



Service

Description

Price



Electrify Your Ride

Plug-In, Battery, Motorcycles,
Leased, Used, Chargers and
Readiness

\$1,000-\$4,000

Electrify Your Home

HVAC, Heat Pump Water
Heater, Panel Replacement

\$450-\$4,000

New Construction Electrification

Fully electric Accessory Dwelling
Units

\$5,000

Member Agencies



Electrify Your Fleet

\$5,000 - \$100,000 per unit



Charge Your Fleet

Up to \$100,000; additional funds to Plan Your Fleet



Reach Code Program

\$100,000 budgeted for third-party implementation



Businesses



Ag Equipment

\$15,000 - \$100,000, designed to cover between 70% - 100% of project



New Construction Electrification

\$2,500 per affordable or farm worker housing unit



Electrify Your Ride

Up to \$150,000 for DCFC Level 3 Chargers



Underserved Communities



Workforce Development

Broadband initiative, support for contractors



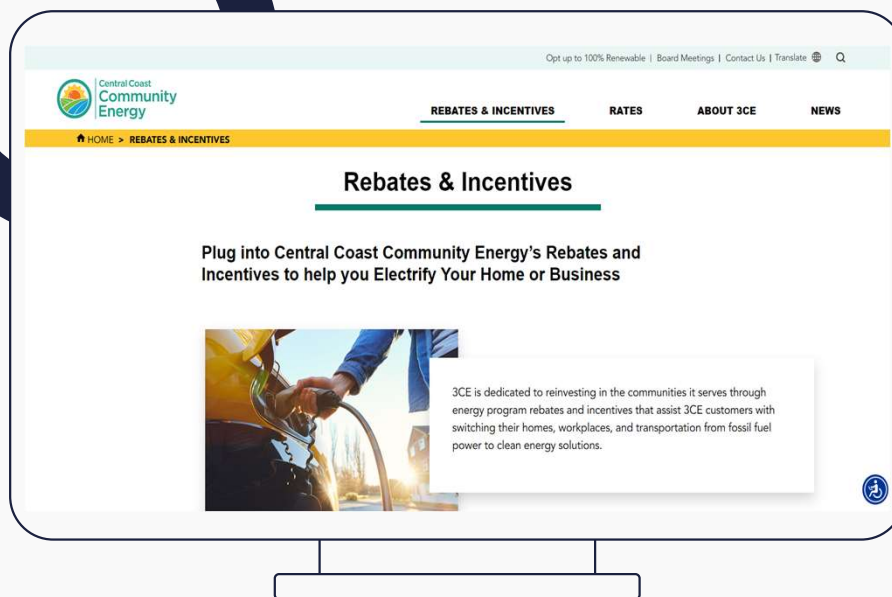
Farmworker Housing+Transportation



Additional Incentives

Income-qualified customers eligible for extra \$1,000 EYR + EYH rebates





3cenergy.org



Thanks

Do you have any questions?

3CE.org
info@3CE.org



Power Source Map



Central Coast
Community
Energy

Long Duration Energy Storage
Monterey County, CA
Storage
Under Development

California Flats
Monterey County, CA
Storage
Online

Jasmine
Kern County, CA
Solar+Storage
Under Development

RPCA Storage 1
Santa Barbara County, CA
Storage
Under Development

Willow Rock Energy Storage Center
Kern County, CA
Storage
Under Development

Slate
Kings County, CA
Solar+Storage
Online

San Luis West
Fresno County, CA
Solar+Storage
Under Development

Casa Diablo-IV
Casa Diablo Mono County, CA
Geothermal
Online

Angela
Tulare County, CA
Solar+Storage
Under Development

COSO Geothermal
Inyo County, CA
Geothermal
Online

Yellow Pine
Clark County, NV
Solar+Storage
Under Development

Aratina
Kern County, CA
Solar+Storage
Under Development

Atlas
La Paz County, AZ
Solar
Under Development

Victory Pass
Riverside County, CA
Solar+Storage
Under Development

Rabbitbrush
Kern County, CA
Solar + Storage
Online

Big Beau
Kern County, CA
Solar + Storage
Under Development

Mountain View Wind Repowering Project
Riverside County, CA
Wind
Online



**AGENDA ITEM
9A.**

Approve Conditional Use Permit CUP 23-001 to Facilitate Various Use of Commercial Space in the Existing Mix-Use Building 400 Ortiz Avenue This item will be continued to the June 20, 2023, Regular City Council Meeting.

**AGENDA ITEM
10A.**

**Approve a Resolution Adopting a Salary
Schedule Amendment for Police Officers
for the Fiscal Year 2022-2024**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Fiscal Year 2022-2023 Salary Schedule Amendment for Police Department
DATE: May 26, 2023 (For June 6, 2023 meeting)

BACKGROUND/DISCUSSION:

State law requires that cities contracting with CalPERS adopt a publicly available pay schedule that identifies the title for every employee position at the City, shows the pay rate for each position, and indicates the effective date of any revisions. (2 CCR 570.5(a)(1)-(8)). The schedule is required to be posted on the City's website. The City established a pay schedule in 1991 (Resolution SC-29, 1991) and has updated it by resolution.

On May 2, 2023, the Council approved a memorandum of understanding (MOU) with the Sand City Police Officer's Association. The MOU has been executed. This action is to revise the publicly-available salary schedule to reflect the salary changes approved by Council. In addition, the salary schedule has also been revised to remove the Chief of Police from the salary step schedule.

CEQA:

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

FISCAL IMPACT:

There is no additional fiscal impact in accepting the revised salary schedule.

RECOMMENDATION:

It is recommended that the Council approve the FY 2022-2023 Salary Schedule Resolution Amendment.

ATTACHMENTS:

1. Resolution
2. Salary Schedule

**CITY OF SAND CITY
RESOLUTION SC 23-___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AMENDING THE CITY'S
SALARY SCHEDULE**

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires that governing bodies of local agencies contracting with CalPERS adopt a publicly available pay schedule; and

WHEREAS, the City of Sand City established a salary schedule for City employees by Resolution SC-29, 1991 and revised the salary schedule in Resolutions SC 29, 1991, SC 94-08, 1984; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021; and

WHEREAS, an amendment to the salary schedule is necessary to reflect changes that resulted from negotiations with the Sand City Police Officer's association and approved by Council on May 2, 2023, Resolution SC 23-20, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby adopt the revised salary schedule attached to this resolution.

PASSED AND ADOPTED by the City Council of the City of Sand City this 6th, day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

2022-2024 Police Officers

Range Placement Table

*Employees who have worked for the City for at least 7 years shall receive a 5% longevity increase. Employees who have worked for the City for at least 10 years shall receive an addition 5% longevity increase.

Range #	Recommended Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum Step 6	Longevity* 1	2
36	Reserves	Hourly	28.72	30.16	31.66	33.25	34.91	36.65	38.49	40.41
50	Police Officer 1	Hourly	48.5225	50.9486	53.4960	56.1708	58.9794	61.9283	65.0248	68.2760
		Monthly	8,410.42	8,830.95	9,272.49	9,736.12	10,222.92	10,734.07	11,270.77	11,834.31
		Annual	100,924.26	105,970.48	111,269.00	116,832.44	122,674.07	128,807.78	135,248.16	142,010.57
56	Police Sergeant	Hourly	56.8176	59.6585	62.6414	65.7735	69.0622	72.5153	76.1411	79.9482
		Monthly	9,848.19	10,340.61	10,857.63	11,400.52	11,970.54	12,569.07	13,197.52	13,857.40
		Annual	118,177.52	124,086.39	130,290.71	136,805.25	143,645.51	150,827.79	158,369.18	166,287.64
62	Police Commander	Hourly	65.8909	69.1855	72.6448	76.2770	80.0908	84.0954	88.3001	92.7152
		Monthly	11,420.89	11,991.93	12,591.53	13,221.11	13,882.16	14,576.27	15,305.08	16,070.34
		Annual	137,049.69	143,902.17	151,097.28	158,652.15	166,584.75	174,913.99	183,659.69	192,842.68
Amended: Resolution SC - 29, 1991; 94-08, 1994; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021 Effective Date: 7/1/2021; Sc 23-_____										
	Exempt Employees: Police Chief: Monthly \$ 14,784.14 Annual \$177,409.64									

5/30/2023

**AGENDA ITEM
10B.**

Approve a Resolution Approving a Service Agreement with EMC Planning Group, INC. for Professional Planning Services Within Fiscal Year 2023-2024 at a Cost Not to Exceed \$197,000



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Service Agreement with EMC Planning for General Planning Services for Fiscal Year 2023-2024
DATE: May 30, 2023 (For Meeting June 6, 2023)

BACKGROUND/DISCUSSION:

For over 40 years, EMC has provided responsive and high-quality planning related services with locally accessible staff and a local office location to the City of Sand City to augment the limited in-house staff resources within the City's Community Development and Planning Departments. Upon the sudden retirement of the prior in-house planning staff, the City found it economically efficient – as well as advantageous in terms of the level of service provided--to continue to utilize EMC's services in an expanded capacity to provide all its in-house planning needs.

Since that expansion of services, EMC's planners have provided the City with an exceptionally high level of service. The City Manager is therefore proposing that the City continue this arrangement for the next fiscal year instead of hiring a fulltime planner. With many experienced planners at EMC, the City has access to a breadth of planning expertise from which it can draw for any given project. EMC is able to provide the City with a broad range of planning expertise such as biologists with knowledge of our local biological and planners who actually wrote Sand City's Local Coastal Plan. At the same time, the City has had the personal connection of two planners, Zane Mortensen and Matt Papurello, who have been providing over-the-counter services in person at City Hall two days a week and have been available for on-call appointments, meetings, emails, and phone calls throughout the week.

This agreement would continue those services into the next fiscal year (July 1, 2023 – June 30, 2024). The arrangement also seems financially beneficial as EMC is proposing it will provide general planning services for an amount not to exceed \$197,000. For a point of comparison, the initially adopted fiscal year 2022-2023 budget was \$293,970 for the Planning Department as a whole out of which approximately \$175,420 was budgeted for the former City Planner's salary and benefits and an additional \$20,000 was budgeted for

his planning support. This amount does not include any work EMC would do preparing our general plan over the next years.

PERMIT COMPLIANCE/CEQA:

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

FISCAL IMPACT:

This agreement with EMC will require that the City set aside \$197,000 in its fiscal year 2023-2024 budget in place of the amounts budgeted in prior years for the City Planner's salary.

STAFF RECOMMENDATION:

Authorize the City Manager to execute an agreement with EMC Planning Group, Inc. (EMC) in an amount not to exceed \$197,000 for fiscal year 23-24.

ATTACHMENTS:

1. Resolution
2. Draft Agreement
3. Exhibit A to Agreement; EMC Proposal Letter

**CITY OF SAND CITY
RESOLUTION SC ___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A SERVICE
AGREEMENT WITH EMC PLANNING GROUP, INC. FOR PROFESSIONAL
PLANNING SERVICES WITHIN FISCAL YEAR 2023-2024 AT A COST NOT TO
EXCEED \$197,000**

WHEREAS, the City of Sand City (the “City”) has no in-house staff resources within its Community Development and Planning Departments; and

WHEREAS, for over 40 years, EMC Planning Group, Inc. (EMC) has provided responsive and quality planning related services with locally accessible staff and office location for the City of Sand City; and

WHEREAS, the City finds it economically efficient to have professional contract planning services available to staff the City’s Planning Department and to support the City Management Team. EMC Planning Group will assist the City team with meeting land use compliance standards of California and the demands of development and land use entitlement processing of the City Planning Department; and

WHEREAS, the term of the service agreement, hereinafter referred to as the “Agreement” (attached hereto and incorporated herein as Resolution Attachment 1) shall be for a period commencing July 1, 2023, and extending to and ending on June 30, 2024, at a cost not to exceed \$197,000 without a council approved budgetary amendment; and

WHEREAS, the scope of Planning Services outlined in Exhibit A of the Agreement, attached hereto and incorporated herein by this reference, for the fiscal year 2023-2024 providing planning staff on-call support services, is broad and encompasses tasks requested by the City, including but not necessarily limited to:

- Planning staff support for the city and public;
- Attendance at City Hall within the constraints of the budget, on an as-needed basis to support the Sand City Team and to provide Planning Staff technical expertise and advise to the public;
- Provide input to the City Manager in setting City Council Agendas;
- Prepare notices and send for publication on various public hearing items;
- Draft Planning resolutions, staff reports, findings and evidence, conditions of approval and associated materials for City Council consideration;
- Process land use planning applications received and maintain schedules;
- Assist the city with grant requests, as needed and within budget constraints;
- Assist the City with mapping and website requests; and
- Other Planning related requests, meetings and documentation.

WHEREAS, EMC Planning Group, Inc. will maintain a current business license.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the City Manager to enter into an agreement for Planning Related Services with EMC Planning Group, Inc., at a cost not to exceed \$197,000 for Fiscal Year 2023-2024.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

RESOLUTION ATTACHMENT 1
Resolution SC 23- (2023)

CITY OF SAND CITY
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this _____ day of June, 2023 (the “Effective Date”), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as “CITY”, and EMC Planning Group Inc., a California Corporation, hereinafter referred to as “CONSULTANT” (together referred to the “Parties”).

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

I. TERM

The term of the Agreement will begin on July 1, 2023 and shall end on June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and modified upon concurrence of both parties. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of

performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

V. ASSIGNMENT OF PERSONNEL

CONSULTANT shall assign only competent personnel to perform services pursuant to his Agreement. In the event that CITY, in its sole discretion, at any time during the term of the Agreement, desires the reassignment of any such persons, CONSULTANT shall, immediately upon receiving notice from CITY of such desire, reassign such person or persons.

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed two hundred and thirty-eight thousand dollars (\$197,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item

and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

VII. SUSPENSION OR TERMINATION OF AGREEMENT

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
 - a. Immediately terminate the Agreement

- b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement
- c. Retain a different consultant to complete the work described in a given task order not finished by Consultant; and/or

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT ("Documents") shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT'S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees, contractors and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent, reckless or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or termination of this Agreement with respect to any liability arising during the term of the Agreement. With respect to third party claims against the CONSULTANT, CONSULTANT waives any and all rights of any type to express or implied indemnity against the Indemnified Parties.

B. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity.

C. California Civil Code Section 2782.8

Notwithstanding the foregoing, to the extent that the CONSULTANT's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by California Civil Code Section 2782.8.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers, consultants and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement.

No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 et seq.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-Agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is

averse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY:	City of Sand City 1 Pendergrass Way Sand City, CA 93955 Attention: Vibeke Norgaard, City Manager
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To CONSULTANT:	EMC Planning Group, Inc. 601 Abrego Street Monterey, CA 93940 Attention: Michael Groves, Senior Principal
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XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT.

Before CONSULTANT retains or contracts with any subcontractor, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT, its employees, agents, and any subcontractors shall have in full force and effect, all licenses, permits, qualifications and approvals required of it by law for the performance of the services described in this AGREEMENT. In addition, CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement a valid Sand City business license.

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall be brought and maintained in the Superior Court of the State of California in and for the County of Monterey or in the United States District Court for the Central District of California.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

If a court of competent jurisdiction finds that any provision of this Agreement is invalid, void or unenforceable, the provisions not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

XXII. ATTORNEYS FEES

If a party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By: _____
(Signature)

Michael Groves

Senior Principal

CITY OF SAND CITY

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and, in a form, satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

City’s rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City Administrator.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

City's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Exhibit A



Planning for Success.

May 31, 2023

Vibeke Norgaard, J.D.
City Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Scope of City Planning Services (Fiscal Year 2023/24)

Dear Vibeke,

EMC Planning Group is pleased to provide staff on-call Planning Support Services for the City of Sand City from July 1, 2023 to June 30, 2024. We propose a fiscal year budget (2023-24) of \$197,000. The planning staff on-call support services will be provided at the direction of the City of Sand City. Larger service requests (e.g., environmental review documents, zoning ordinance update, Housing and Safety Element updates, General Plan update, specific plans, biological and archaeological services, etc.) will be provided under separate contract, with a distinct scope of work and separate budget.

The Scope of on-call support Planning Services for fiscal year 2023/24 is broad, and encompasses tasks requested by the city, including but not limited to:

- Planning staff support for the city and public;
- Attendance at City Hall within the constraints of the budget, on an as-needed basis to support the Sand City Team and to provide Planning Staff technical expertise and advise to the public;
- Provide input to the City Manager in setting City Council Agendas;
- Prepare notices and send for publication on various public hearing items;
- Draft Planning resolutions, staff reports, findings and evidence, conditions of approval and associated materials for City Council consideration;

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

601 Abrego Street, Monterey, CA 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

- Process land use planning applications received and maintain schedules;
- Assist the city with grant requests, as needed and within budget constraints;
- Assist the City with mapping and website requests; and
- Other Planning related requests, meetings and documentation.

Again, the Planning Services that EMC Planning Group can provide to the City are broad, and at the discretion of the City Manager and other city staff members.

We encourage the city to update their current fee schedule for land use planning applications. We believe it is outdated and the cost for processing application requests has gone up since the last time the fee schedule was updated. We further encourage and advocate for the city to utilize a Reimbursement Agreement with most land use planning applications, in order to capture costs that go beyond the standard application fee for the city to process a permit application. Those reimbursement costs captured from an applicant should be funneled back to replenish annual budgets for Planning, Engineering, Legal and other technical disciplines needed by the city to process land use planning permits.

EMC Planning Group suggests the city begin to budget for a General Plan and Zoning Code Update over the course of two (2) to three (3) fiscal years. If we assume a budget range of \$650,000 to \$750,000 for the General Plan Update (GPU) and associated CEQA documentation, and another \$100,000 to \$150,000 for the Zoning Code Update with the assumption that the CEQA documentation on the GPU is sufficient, that would suggest an annual set aside of \$250,000 to \$300,000. We also suggest a 10 – 15 percent contingency on that overall budget, at the discretion of the City Staff, which would add \$25,000 to \$45,000 annually over three years. The GPU and Zoning Code would need to incorporate the previous work completed with the Vibrancy Plan and West End Parking Plan.

Thank you for selecting EMC Planning Group to support Sand City's Planning efforts. We value our on-going relationship with Sand City and envision the city making great strides in implementing their vision and plans over the next several years.

Sincerely,



Michael J. Groves, AICP
President/Senior Principal



EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2023)

Principals	Hourly Billing Rate
Senior Principal	\$275.00
Principal	\$250.00
Planners	
Principal Planner	\$220.00
Senior Planner	\$195.00
Associate Planner	\$165.00
Assistant Planner	\$140.00
Biologists	Monitoring Rate
Principal Biologist	\$210.00 (\$150.00)
Senior Biologist	\$170.00 (\$130.00)
Associate Biologist	\$145.00 (\$120.00)
Assistant Biologist	\$125.00 (\$100.00)
Archaeologist	
Registered Professional Archaeologist	\$125.00
Support Staff	
Desktop Publisher	\$150.00
Executive Assistant/Production Manager	\$125.00
Administrative Assistant	\$115.00
GIS/Graphics Technician	\$140.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

**AGENDA ITEM
10C.**

**Approve a Resolution Authorizing the
Renewal of a Maintenance Services
Agreement with Hope Rehabilitation
Services for Fiscal Year 2023-2024**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Mark Parker, Public Works Manager
SUBJECT: Consideration of Renewal of Hope Rehabilitation Services Annual Contract
DATE: July 19, 2023

BACKGROUND/DISCUSSION:

Since 1998, the City of Sand City had previously entered into an agreement with Hope Rehabilitation Services Gateway Industries beginning with Resolution SC 98-56 to develop a partnership between the City and this non-profit organization for general maintenance services within City limits. The City and Hope Rehabilitation Services have been pleased with the arrangements, and have agreed to renew this unique and mutually beneficial relationship for FY 2023-2024. Hope Rehabilitation Services will continue to provide State Compensation Insurance for the crew and supervisor while garbage bags, safety vests, and trash pickup devices would be provided or reimbursed by Sand City.

CEQA:

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

FISCAL IMPACT:

The cost for services from July 2023 through June 2024 will be \$71,370 for a twelve-month period.

RECOMMENDATION:

Staff recommends approval of the attached scope of work and services to be provided by Hope Rehabilitation Services.

ATTACHMENTS:

1. Resolution
2. Agreement

**CITY OF SAND CITY
RESOLUTION SC ___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING RENEWAL OF
A MAINTENANCE SERVICES AGREEMENT WITH HOPE REHABILITATION
SERVICES FOR FISCAL YEAR 2023-2024**

WHEREAS, Sand City has previously entered into an agreement with Hope Rehabilitation Services Gateway Industries, Resolution SC 98-56, to develop a partnership between the City and this non-profit organization for general maintenance services within the City limits; and

WHEREAS, the City and Hope Rehabilitation Services have been pleased with the arrangements and have agreed to renew this unique, mutually beneficial relationship for Fiscal Year 2023-2024 as indicated by Attachment A; and

WHEREAS, the functions Hope Rehabilitation will perform are general maintenance services, including trash removal, weeding, planting, and light maintenance jobs on an as-needed basis and other special events, as specified by the Sand City Public Works Manager; and

WHEREAS, the cost for services from July 1, 2023, through June 30, 2024, will be \$91.50 per hour for four workers and one supervisor for a subtotal of \$1,486.88 per work week (3.25 hrs/day, 5 days/wk), with an annual cost of approximately \$71,370 for a twelve-month period; and

WHEREAS, Hope Rehabilitation Services will continue to provide State Compensation Insurance for the crew and supervisor while garbage bags, safety vests, and trash pickup devices would be provided or reimbursed by Sand City.

NOW, THEREFORE, BE IT RESOLVED that the Sand City Council does hereby approve the following:

1. The attached Agreement is hereby accepted and renewed for an annual cost not to exceed \$71,370 for FY 2023-2024.
2. The City Manager is directed and authorized to execute the attached agreement and contract renewal for this program with Hope Rehabilitation Services for one year, expiring June 30, 2024.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___, day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk



Hope Services Contingent Staffing Service Agreement

Hope Contacts

Accounts Receivable: Dixie Lim, dlim@hopeservices.org

30 Las Colinas Lane, San José, CA 95119

Hope Primary Contact for Project

Name: Norma Garcia
Phone: 831-758-0973
Cell: 831-794-0243
E-Mail: gdinsmore@hopeservices.org

Program Manger

Name: Greg Dinsmore
Phone: 831-758-0973
Cell: 831-901-4103
E-Mail: gdinsmore@hopeservices.org

Part 1 - Company Identification

Company: City of Sand City- Public Works

Address: 1 Pendergrass Way

Primary Contact:

Name: Mark Parker
Phone: (831) 394-1386
Cell: (831) 241-8417
E-Mail: MParker@SandCityCA.org

City: Sand City
Zip: 93955

Part 2 - Work Dates, Hours and Billing Rate

This agreement is for (check one): ☐ One or more individuals ☒ Group with Hope Supervisor

The work is (check one): ☐ Temporary ☒ Long term as agreed

Start Date: 7/1/2023

Contract Review Date: 6/30/24 (or per change in local minimum wage.)

Work Hours: 8:45am – 12:00pm

Work Days: Monday thru Friday

of Workers: 4 client workers plus 1 Hope Supervisor

Billing Rate: \$91.50 per hour Any hours over 8 in a day or 40 in a week will be billed at 1 ½ times

Holidays: The following days are holidays that Hope observes and shall not be obligated to perform services.

Independence Day	7/4/23	Christmas Holiday	12/26/23
Labor Day	9/4/23	New Year's Day	1/1/24
Thanksgiving Day	11/23/23	Martin Luther King Day	1/15/24
Day after Thanksgiving	11/24/23	Presidents' Day	2/19/24
Christmas Eve	12/25/23	Memorial Day	5/27/24

Part 3 - Specific Job Duties

General maintenance services within the City limits to be agreed upon by City liaison and Hope manager.
Duties can include:

- Trash removal
- Weeding
- Planting
- Light maintenance

Other, similar tasks as agreed upon by management, the worker and/or the Hope Supervisor

Part 4 - To Be Provided By

Hope and the Company will provide supplies and services as follows:

Hope Staffing Agreement

Company	Hope
<i>Materials needed for duties upon approval of purchase by Public Works Maintenance Supervisor.</i>	Training support
	Payroll burden incl. benefits, insurance, payroll administration
	Other disability related training and consulting
	Qualified workers, Uniforms
	Hope Supervisor who will remain with work crew at all times.
	Proof of Workers Compensation Insurance and list the City of Sand City as an additionally insured entity on Hope's general liability policy.

Part 5 - Additional Supplies/Costs (if any) Will be Paid For or Provided By: City of Sand City

Hope will prepare a list of needed supplies/materials and present to the Public Works Maintenance Supervisor. Upon approval the City will purchase and provide, or reimburse Hope for expenses.

Part 6 - Payroll and Billing

Hope pay periods are the 1st – 15th and 16th to the last day of each month. The worker(s) is responsible for reporting hours worked to Hope by fax or e-mail using the form provided by Hope and will submit hours to Hope weekly and/or by the 15th and last day of each month. In accordance with Department of Labor standards, overtime will be calculated at one and one half times the regular rate for any hours over 8 in one day and also for any hours worked over 40 in one week.

Hope will bill Company on the 15th and the last day of each month. Invoices are due and payable on receipt. Payment in full for invoices shall be made to Hope within thirty (30) days from invoice date. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1 %) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and Hope has notified Client verbally or in writing of the past due balance, Hope may, upon 30 days' notice, immediately cease providing any and all further Services without any liability to Client for interruption of pending work.

Implementation of this agreement is contingent on signing of this agreement by both the Company and Hope representatives.

Part 7 - Confidentiality

By signing this contract, you agree in accordance with California Welfare and Institutions Code Sections 5328 through 5330, to regard as confidential all information received directly or indirectly concerning any Hope client employed by you. Confidentiality extends to photos and you agree to request a written photo release for any photos displayed showing any Hope client.

Hope agrees that Hope staff will not disclose confidential business information to any party regarding the Company's practices, products or procedures.

Part 8 - Labor Law and Accommodations

All State and Federal Labor laws apply to all employees covered by this contract. On request, Hope will provide consultation relating to disability-related issues, application of labor law to employees with disabilities, and on accommodating persons with disabilities in the workplace.

Hope Staffing Agreement

Part 9 - Liability and Worker's Compensation Coverage

Hope assumes liability for clients and staff and is insured by the Berkshire Hathaway Homestate Companies, Policy **HOWC320215**. In the event of an emergency or life threatening injury, please call the local emergency services to provide care for any staff provided by Hope. Follow up by informing your Hope representatives as soon as possible. In the case of non-life threatening injury or illness, please contact your Hope representatives as soon as you become aware of the incident.

Part 10 - Approval *(required for implementation)*

When signed, this agreement will be held valid for a minimum of 90 days (unless temporary as noted in Part 2 above); either party may request renegotiation of the agreement with a 30-day notice.

Company or Representative

Date

CFO Clayton Ng

Date

04/25/23

GD 1/17/23

**AGENDA ITEM
10D.**

**Comments by Councilmembers on Items
of Interest to Sand City**

**AGENDA ITEM
11A.**

**City Council/Successor Agency Board to
adjourn to Closed Session Regarding:
Conference with Labor Negotiator
Pursuant to Government Code §54957.6.
Negotiator: Adam Lindgren, Interim City
Attorney. Employee: City Manager**

**AGENDA ITEM
11B.**

**Re-adjourn to Open Session to report any
action taken at the conclusion of Closed
Session in accordance with California
Government Code §54957.1.**