



REGULAR MEETING

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

TUESDAY, JUNE 20, 2023

5:30 PM

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

Regular Meeting - Tuesday, June 20, 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 Chambers
1 Pendergrass Way
Sand City, CA

How to submit written Public Comments:

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

Written: All comments received before 8:00 am the day of the meeting will be posted on the City’s website as “Correspondence” under the relevant agenda item and provided to the City Council members at the meeting. Please email your comments to: 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 Meeting Minutes for June 6, 2023
[Draft Minutes](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PUBLIC HEARING

- 8A. Approve Master Conditional Use Permit CUP 23-001 to Facilitate Various Use of Commercial Space in the Existing Mixed-Use Building at 400 Ortiz Avenue ***This item was continued from the June 6, 2023, Regular City Council Meeting.***

[Staff Report](#)

[Resolution](#)

[Findings of Approval](#)

[Conditions of Approval](#)

[Exhibits D-H](#)

9. NEW BUSINESS

- 9A. Authorizing the City Manager to Execute an Agreement with Talking Walls for Mural Curator Services for the 2023 Mural Festival

[Staff Report](#)

[Resolution](#)

[Talking Walls Proposal](#)

[Professional Service Agreement](#)
[Agreement for Public Art](#)

- 9B. Adopt the Proposed City Budget for Fiscal Year 2023-2024
[Staff Report](#)
[Resolution](#)
[FY 2023-24 Proposed Budget](#)
- 9C. Establish an Appropriations Limit for Fiscal year 2023-2024 Pursuant to Article XIII B of the California Constitution
[Staff Report](#)
[Resolution](#)
- 9D. Approving the First Amendment to the City Manager Employment Agreement Between the City of Sand City and Vibeke Norgaard
[Staff Report](#)
[Resolution](#)
[Employment Agreement](#)
- 9E. Authorize the City Manager to Execute a Professional Service Agreement With California Consulting Not to Exceed \$55,000 to Perform Grant Related Services
[Staff Report](#)
[Resolution](#)
[Professional Services Agreement](#)
[Proposal](#)
- 9D. Comments by Councilmembers on Items of Interest to Sand City

10. 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 Meeting Minutes
for June 6, 2023**

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

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

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

Mayor Carbone called the meeting to order at 5:30pm.

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder
Councilmember Diaz
Councilmember Hawthorne, participated in the meeting, via teleconference,
pursuant to the California Brown Act rules for "Just Cause" attendance, due
to illness.
Councilmember Sofer

Staff: City Manager Vibeke Norgaard
Sergeant Dan Charlton
Interim City Attorney Adam Lindgren
City Clerk Kerry Lindstrom
Public Works Manager Mark Parker

2. PLEDGE OF ALLEGIANCE

Sergeant Dan Charlton led the pledge of allegiance.

3. INVOCATION

Reverend Hellam led the invocation.

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

Mayor Carbone announced she is organizing a volunteer clean up for the community garden. Mayor Carbone stated the lunch on June 2, 2023, celebrating Public Works Week, was well attended. Upcoming events, Chief Ferrante's retirement lunch on June 14, 2023, and Supervisor Wendy Root Askew will have a town hall meeting in Sand City Council Chamber on June 19, 2023 at 5:30pm.

Councilmember Hawthorne announced his participation in the meeting pursuant to the California Brown Act rules for "Just Cause" due to illness.

City Manager Vibeke Norgaard announced West Bay Platform Project is on hold due to the discovery of 2 snowy plover nests. Construction will continue in September and MPE has agreed to lock in their rate. Construction will start on Calabrese Park and completion is expected in August. Granite Rock will increase sweeping, cleaning in an effort to decrease the amount of debris carried out onto California Avenue. The budget will be brought to council on June 20, 2023. Jennifer Pope the new Finance Manager will start on June 19, 2023 and David Honda the new Chief of Police will start on July 1, 2023. League of

California Cities Conference will be on September 20-22, 2023. South of Tioga, PG & E has started their pole work and started work on the parklets on Morgan's Way. The Arts Committee chose Talking Walls as the curator for the 2023 we. Mural Festival and their contract will be brought to council on June 20, 2023.

5. COMMUNICATIONS

Public comment received from Brian Clark.

6. CONSENT CALENDAR

Upon motion by Councilmember Sofer and seconded by Councilmember Hawthorne, Council voted to approve the Consent Calendar. Motion carried 5-0, by the following vote:

AYES: Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES: None.
ABSENT: None.
ABSTAIN: None.

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

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

6C. Approved Resolution SC 23-24 authorizing an amendment to the Memorandum of Understanding between ReGen Monterey and its member agencies regarding assistance with compliance with California Senate Bill 1383.

6D. Approved Resolution SC 23-25 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.

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

8. PRESENTATION

8A. Council received West Bay Lift Station presentation from Tom Kouretas, Monterey One Water.

Public Comment received from Brian Clark.

8B. Council received Central Coast Community Energy Annual Update by Sophia Schwirzke.

Public comment received from Brian Clark.

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 was continued to the June 20, 2023, Regular City Council Meeting.***

Upon motion by Councilmember Sofer and seconded by Councilmember Hawthorne, Council voted to Continue Item 9A to the June 20, 2023, Regular City Council Meeting.

Motion carried 5-0, by the following vote:

AYES: Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES: None.
ABSENT: None.
ABSTAIN: None.

10. NEW BUSINESS

- 10A. Approve a Resolution Adopting a Salary Schedule Amendment for Police Officers for the Fiscal Year 2022-2024

City Manager Vibeke Norgaard presented Item 10A to Council noting the Police Chief salary has been removed from the salary schedule and has become a Council negotiated position.

Public comment received from Brian Clark.

Upon motion by Vice Mayor Blackwelder and seconded by Councilmember Sofer, Council voted to approve Resolution SC 23-26 adopting a salary schedule amendment for Police Officers for the Fiscal Year 2022-2024.

Motion carried 5-0, by the following vote:

AYES: Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES: None.
ABSENT: None.
ABSTAIN: None.

- 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 Manager Vibeke Norgaard, presented item 10B, EMC was contracted with the City after the retirement of the City Planner. EMC has broad expert knowledge in planning services and the City Manager proposed not filling the City Planner position for the Fiscal Year 2023-2024 and continuing services with

EMC.

Mayor Carbone noted a type on page 80 of the agenda packet, the payment amount stated \$238,000 and should be corrected to \$197,000.

Public comment received from Brian Clark.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Council voted to approve Resolution SC 23-27 approving service agreement with EMC Planning Group, INC. for Professional Planning Services within Fiscal Year 2023-2024 at a cost not to exceed \$197,000.

Motion carried 5-0, by the following vote:

AYES: Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES: None.
ABSENT: None.
ABSTAIN: None.

10C. Approve a Resolution Authorizing the Renewal of a Maintenance Services Agreement with Hope Rehabilitation Services for Fiscal Year 2023-2024

Public Works Manager Mark Parker presented item 10C, The City entered into agreement with Hope Services in 1998. The group from Hope Services assists the Public Works Department with litter and other tasks 5 days a week. The renewal increase is due to the minimum wage increase.

Councilmember Sofer stated it is fun to have the Hope Services group in the City, they are always courteous and excited, and they do a really good job.

Upon motion by Councilmember Sofer and seconded by Councilmember Hawthorne, Council voted to approve Resolution SC 23-28 authorizing the renewal of a maintenance services agreement with Hope Rehabilitation Services for Fiscal Year 2023-2024.

Motion carried 5-0, by the following vote:

AYES: Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Diaz, Hawthorne, and Sofer.
NOES: None.
ABSENT: None.
ABSTAIN: None.

10D. Comments by Councilmembers on Items of Interest to Sand City

Mayor Carbone and Councilmember Sofer attending the Monterey Business Council lunch on June 16, 2023, guest speaker Sheriff-Coroner Tina Nieto

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.

Interim City Attorney Adam Lindgren reported Council received updates from Labor Negotiator and provided direction.

12. ADJOURNMENT

Council adjourned the meeting at approximately 7:45pm.

Kerry Lindstrom, City Clerk

**AGENDA ITEM
8A.**

**Approve Master Conditional Use Permit
CUP 23-001 to Facilitate Various Use of
Commercial Space in the Existing Mixed-
Use Building at 400 Ortiz Avenue This
item was continued from the June 6, 2023,
Regular City Council Meeting.**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Zane Mortensen, Interim City Planner
SUBJECT: Application for a Master Conditional Use Permit (CUP23-001) for Richard Garza for the Catalina Lofts
DATE: June 13, 2023

BACKGROUND/DISCUSSION:

An application for a Master Conditional Use Permit (CUP23-001) was submitted by Richard Garza (the "Applicant") to facilitate the use of four commercial spaces, averaging 553 square-feet each, in the existing mixed-use building at 400-Ortiz Avenue (APN 011-231-001, 011-231-002, 011-231-016, 011-231-017) under the pseudo name "Catalina Lofts" (the "Applicant Property"). Intended use type for each space (the "Applicant Use") include: light manufacturing, storage and/or warehouse, office, retail, wholesale, or service commercial. The Applicant Property has a non-coastal Planned-Mixed Use (MU-P) zoning designation of Mixed-Use (MU-D). A conditional use permit is required for all new commercial uses within the MUP-zoning district. The request by the applicant is for a Master Use Permit, to include four commercial spaces, with a variety of allowed uses, as stated above.

Site Description:

The subject property is 100-feet wide along the Ortiz Avenue (north) and Elder Avenue (south) frontages and 150-feet wide along the Catalina Street (west) frontage, for a total land area of 15,000 square-feet. The existing structure on the property consists of a mixed-use project of residential dwellings and commercial units within a single three-story structure. Abutting properties are the Hawthorne mixed-use development project along Ortiz Avenue, and a small 2,700 square foot commercial building along Elder Avenue. Curb, gutter, sidewalk, and driveway apron exist in good condition along the property's street frontages. Utilities (gas, elect., water, sewer, etc.) are available to the property and are in good condition. There is a 24-foot wide 2-way gated access from Catalina Street to the interior courtyard parking area, where a total of seventeen (17) on-site parking spaces are provided (including 1 handicap stall). Each commercial unit has a corresponding entry located on either Ortiz Avenue or Elder Avenue.

Project Description:

The proposed project would facilitate use of four (4) future commercial spaces, totaling 2,212 square-feet, in the existing mixed-use building to account for a range of intended uses for each space. These intended uses included:

- Light manufacturing;
- Storage and/or warehouse;
- Office;
- Retail;
- Wholesale; and
- Service commercial

Land Use: The Subject Property has a Zoning Map designation of “Planned Mixed Use” and a General Plan designation of Mixed-Use Development (MU-D). Section 18.13.040 of the City’s Zoning Ordinance lists ‘Live/work units’ as an allowable use subject to the issuance of a conditional use permit, **pending review of potential impacts upon a mixed residential/commercial neighborhood**. The Applicant’s Use satisfies this zoning definition. Therefore, staff finds the Applicant’s Use consistent and compatible with the intent of the General Plan and Zoning Code.

Hours of Operation: Intended hours of operation at the Subject Property will be 7:00 a.m. to 6:00p.m. Monday through Saturday. Staff typically recommends, as a permit condition, commercial activities between 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays to minimize impacts upon residential dwellings. Staff recommends the permit specify these standard hours for consistency with other use permit requirements. Any product shipments to/from the site with loading/unloading activities should also only occur within those times. On-site office and janitorial activities beyond permit specified hours of operation are acceptable, provided such activities do not pose a nuisance to surrounding properties.

Parking: The property provides a total of seventeen (17) parking stalls (including one (1) handicapped space). All of the parking is accessed from the gated 24-foot wide 2-way drive entrance fronting Catalina Street that leads to the centralized parking courtyard surrounded by the building.

Occupants for the commercial units are unknown at this time. The commercial units have roll-up doors and open floors that can accommodate manufacturing, showrooms, or service commercial contractors; which the City applies a 1/700 parking ratio. The cumulative area of these four (4) units is 2,212 square-feet, which requires four spaces (rounded up from 3.16 spaces) for a cumulative total of three (3) parking spaces to accommodate zoning requirements of the commercial units. One (1) parking space has been designated for each of the four (4) commercial units in compliance with the zoning requirement for all indicated intended use types.

Loading/Unloading: On-site loading/unloading activities for the commercial units can be accommodated for small trucks from those parking spaces in front of the

commercial unit roll-up doors in the parking courtyard. However, larger truck deliveries cannot access the parking courtyard. The site design preserves and enhances curbside parking opportunities along the Ortiz Avenue and Elder Avenue frontages, which can accommodate loading/unloading. Each of the identified commercial units have very small floor areas, so large deliveries would be unlikely.

Trash: Two 16' x 6' (96 square feet) trash enclosures are provided at the far easterly end of the parking courtyard; each with a 5-foot-wide service gate for dumpster access and a 3-foot-wide access door. These enclosures are sufficient to accommodate dumpsters and bins of various sizes. These enclosures will consist of western red cedar (or equivalent) horizontal wood planks, the same material used upon segments of the building sustaining design consistency throughout the project. Due to the limited 10-foot-high clearance for the parking court entry, a standard garbage truck will not be able to access the trash enclosures. Therefore, trash containers will have to be physically moved on collection days to the curb by building occupants/manager for service. Otherwise, the waste hauler driver will have to move the bins out or use a smaller pick-up sized truck with a hydraulic lift. It should be the property owner's responsibility to make arrangements with the City's waste hauler. Relocation of the trash enclosures for the project would require a significant site redesign that is not warranted.

Hazardous Materials: According to the Monterey County Hazardous Material Questionnaire completed and submitted by the Applicant (see Exhibit H), no hazardous materials or products will be stored or used on-site. This Questionnaire form was provided to the Monterey County Health Department by City staff in the processing of this application.

Signs: The applicant indicated that future commercial tenants will have signs on the building. However, no information pertaining to sign designs or placement were identified. A random application of individual signs of various sizes and designs would detract from and contrast with the building's architecture. The project must submit a Uniform Sign Program, outlining the appropriate sizes, placement, and materials for the consistent application of tenant signs on the property. A uniform sign program would ensure sign size and placement are consistent, thus integrating signs into the building's architecture instead of contrasting it. Review and approval of commercial signs is the purview of the Design Review Committee, and must be completed prior to the placement of any signs on the property. The Design Review Committee will provide review and comment regarding the proposed signage dimension, color, content, and placement for City Staff consideration and approval.

Water:

Staff at the Monterey Peninsula Water Management District determined that the project requires a total allocation of water 0.245 acre-feet for the commercial units. Even if the individual commercial units were combined into fewer units, the overall commercial floor area remains constant and therefore the water estimate would remain unchanged. The subject property has an existing on-site water credit of 1.426 acre-feet, of which 0.245

acre-feet will be allocated to facilitate this project. No new water allocation of water is required.

Consistency of Determination:

To ensure consistency with the approved use type outlined in the Master Conditional Use Permit (CUP23-001), each commercial space is required to obtain a business license indicating the intended use type prior to the start of operation. Approval of each individual business license is dependent on conformance with the permitted use types indicated in the Master Use Permit (CUP23-001). This is to ensure the proposed use type will not cause excessive noise, water use, waste, and/or does not exceed the number of allocated parking spaces designated for each commercial space.

Amendment of Master Use Permit:

Any changes to the proposed use type as described in the Master Conditional Use Permit CUP23-001 would require the submission and approval of a Planning Permit Amendment Application. The application would require a detailed description of intended amendment to the permit use type, as well as the following additional submission information;

- Letter of intent describing the details of the proposed amendment;
- Floor plan illustrating any before and after changes;
- Public notifications to property owners within a 300-foot radius of the project site; and
- All applicable fees and applicable reimbursement costs to the City of Sand City at the time of the Planning Permit Amendment Application submission.

CEQA:

The intended use on a development property qualifies for a categorical exemption, under California Environmental Quality Act (CEQA) guidelines section 15301, Existing Facilities, consisting of the operation of existing public or private structures or facilities involving negligible expansion of existing or former use.

RECOMMENDATION:

Staff recommends **APPROVAL** of the Master Conditional Use Permit CUP23-001 for the Applicant.

ATTACHMENTS:

1. Exhibit A: Resolution
2. Exhibit B: Findings of Approval
3. Exhibit C: Conditions of Approval
4. Exhibit D: Location Map
5. Exhibit E: Arial Map
6. Exhibit F: Floor Plan
7. Exhibit G: Site Photos
8. Exhibit H: Hazardous Material Questionnaire

EXHIBIT A

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY TO APPROVE
MASTER CONDITIONAL USE PERMIT CUP23-001 TO FACILITATE VARIOUS USE
OF COMMERCIAL SPACE IN THE EXISTING MIXED-USE BUILDING at 400 ORTIZ
AVENUE**

WHEREAS, Richard Garza (proponent) submitted applications for approval, Master Conditional Use Permit to facilitate the use of four commercial spaces, averaging 553 square-feet each, in the existing mixed-use building at 400-Ortiz Avenue (APN 011-231-001, 011-231-002, 011-231-016, 011-231-017); and

WHEREAS, the intended use types for each space include: light manufacturing, storage and/or warehouse, office, retail, wholesale, or service commercial; and

WHEREAS, the intended use types within an existing building on a developed property qualifies for a categorical exemption, under California Environmental Quality Act (CEQA) guidelines section 15301.

WHEREAS, the 0.245 acre-feet of water required for the commercial units will be allocated from the existing on-site water credit of 1.426; and

WHEREAS, the City Council of the City of Sand City has accepted the findings for approving Conditional Use Permit CUP23-001 as outlined in the City staff report, dated June 1, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby grant and issue the Master Conditional Use Permit CUP23-001 with the following terms and conditions listed in Exhibit C – Conditions of Approval.

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

EXHIBIT B

CITY OF SAND CITY MASTER CONDITIONAL USE PERMIT CUP23-001 FINDINGS OF APPROVAL

Project Name: Master Conditional Use Permit (CUP23-001) for Richard Garza for the Catalina Lofts
Address: 400-Ortiz Avenue, Sand City, CA
Hearing Date: June 20, 2023

Findings of Approval:

1. The intended use types for the four (4) existing commercial spaces is consistent with the Planned Mixed-Use (MU-P) zoning of the surrounding properties as indicated on the City of Sand City Zoning Map.
2. The establishment of commercial space with the intended use types as described in CUP23-001 is allowed under the MU-P zoning regulations with an approved Master Conditional Use Permit.
3. Adequate parking has been provided on the property, as shown on the submitted plans, as well as specified in the Master Conditional Use Permit CUP23-001, provided the established use remain consistent with the permitted use types.
4. Future commercial tenants will be required to obtain individual business licenses indicating the intended use type to ensure conformance with the permitted uses described in the Master Conditional Use Permit CUP23-001 prior to the start of operation.
5. Water necessary to accommodate the proposed commercial use types is available through the existing on-site water credit.
6. The intended use on a development property qualifies for a categorical exemption, under California Environmental Quality Act (CEQA) guidelines section 15301.

EXHIBIT C

CITY OF SAND CITY MASTER CONDITIONAL USE PERMIT CUP23-001 CONDITIONS OF APPROVAL

Project Name: Master Conditional Use Permit (CUP23-001) for Richard Garza for the Catalina Lofts
Address: 400-Ortiz Avenue, Sand City, CA
Hearing Date: June 20, 2023

Conditions of Approval:

A. Permit Effectiveness/Time Limits:

1. Master Conditional Use Permit CUP23-001, is not valid, and project use(s) shall not commence, until two (2) copies of this Resolution/Permit, signed by the permittee and landowner, acknowledging receipt of the Resolution/Permit and acceptance of the terms and conditions, are returned to the City's Planning Department. Failure of the applicant to return the 2 copies of the signed Resolution/Permit within thirty (30) days from the date of City Council approval shall cause said Master Conditional Use Permit to become null and void unless good cause to grant an extension is found acceptable by the Community Development Director.

B. Signs:

1. Master Conditional Use Permit CUP23-001 is for the express purpose of authorizing the use of four (4) future commercial spaces for the intended uses for each space to include: light manufacturing, storage and/or warehouse, office, retail, wholesale, or service commercial. All approved uses shall be in accordance with the terms and conditions of Master Conditional Use Permit CUP23-001. The project must submit a Uniform Sign Program, outlining the appropriate sizes, placement, and materials for the consistent application of tenant signs on the property. Signs installed on the property shall be subject to a sign permit and/or sign program approved by the Sand City Design Review Committee (DRC). There shall be no temporary freestanding signs placed anywhere within the City by the applicant without prior approval by the Community Development Director. Construction signs may be placed on the property only during project construction and removed upon project completion.

C. Land Use Terms and Conditions:

1. Commercial Units: Future tenants/occupants of those four (4) commercial units with roll-up doors shall obtain a business license indicating the intended use type prior to the start of operation. Approval of each individual business license is dependent on conformance with the permitted use types indicated the Master Use Permit CUP23-001. Future commercial uses may be restricted by Sand City to mitigate potential negative impacts upon a mixed-use (residential and commercial) neighborhood.
2. Hours of Operation: Intended hours of operation at the Subject Property will be 7:00 a.m. to 6:00p.m. Monday through Saturday.
3. Property Maintenance: The site shall be maintained in a clean, orderly, weed-free, and litter-free condition. The property owner shall be responsible for maintenance and upkeep of the entire property.
4. Refuge storage & pickup: Trash, litter, boxes, crates, debris, or other used and/or discarded materials generated by the occupants of this mixed-use building shall be stored within the appropriate waste collection receptacle(s). Except on a designated trash collection day, said waste receptacle(s) shall be maintained within the site plan's approved trash enclosures, screened from public view. The property owner shall be responsible for arranging and providing waste hauler access for standard pick-up services.
5. Hazardous Material: No hazardous materials will be stored or used on-site.

D. General Requirements:

1. All commercial use type will remain consistent with the permitted uses as described in the Master Conditional Use Permit, which includes the following:
 - Light manufacturing;
 - Storage and/or warehouse;
 - Office;
 - Retail;
 - Wholesale; and
 - Service commercial
2. Violation: If the City determines any term or condition of Master Conditional Use Permit CUP23-001 has been violated, written notice shall be issued to the property owner, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled

where the City Council may consider amending or revoking Master Conditional Use Permit CUP23-001 and may then order said Permits amended or revoked.

3. Interpretation: Any questions of intent or interpretation regarding any condition of Master Conditional Use Permit CUP23-001 shall be resolved by the Community Development Director.
4. The issuance of Master Conditional Use Permit CUP23-001 shall not supersede or override any applicable requirements of any other City, County, State, or Federal agency.
5. Business License - Office Occupant: The occupant of the office unit, as authorized by Master Conditional Use Permit CUP23-001 shall obtain, maintain, and annually renew a Sand City business license for the duration of occupancy and office activity within that office unit of the subject property.

EXHIBIT D
LOCATION MAP



EXHIBIT E

ARIAL MAP



EXHIBIT F
SITE PLAN

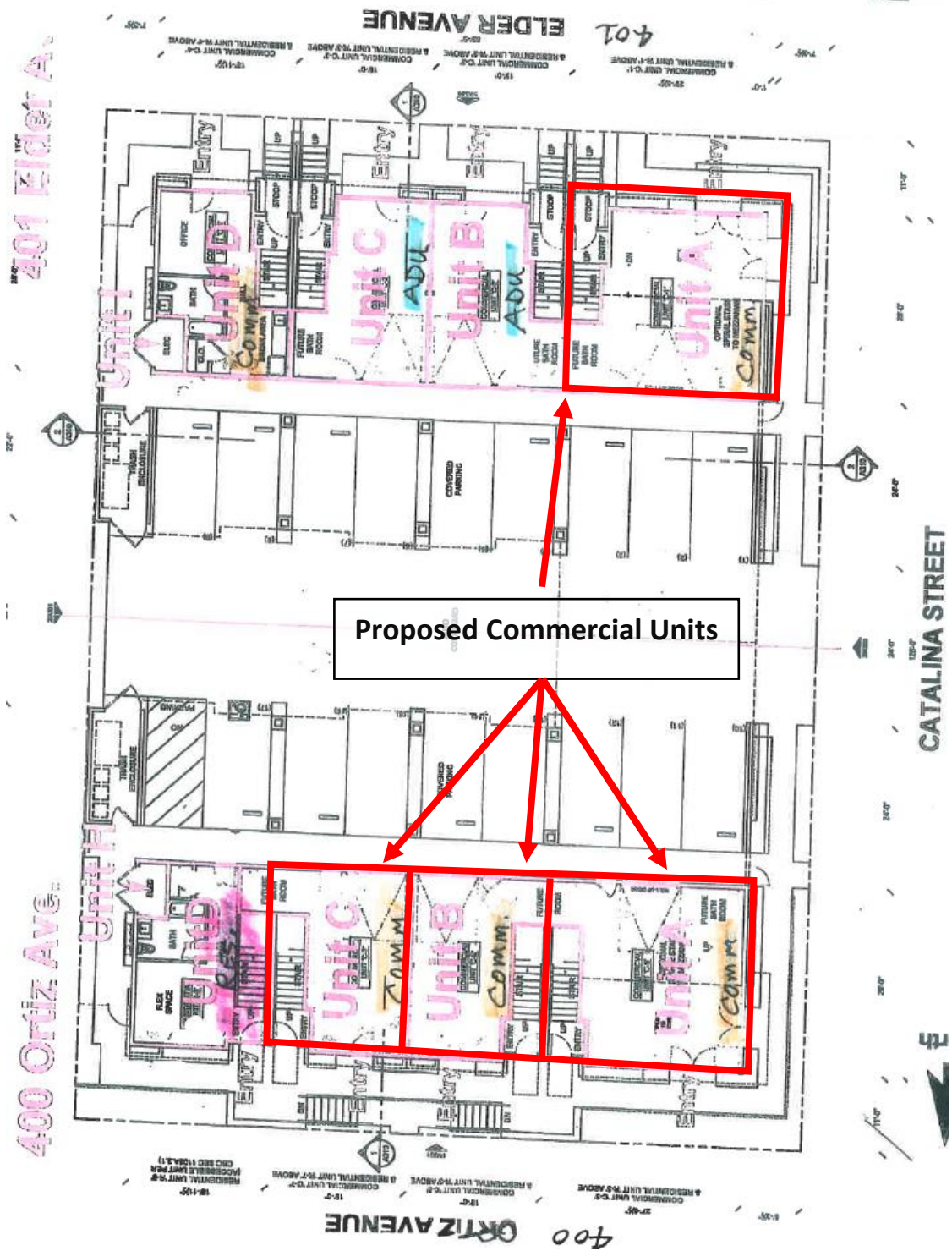
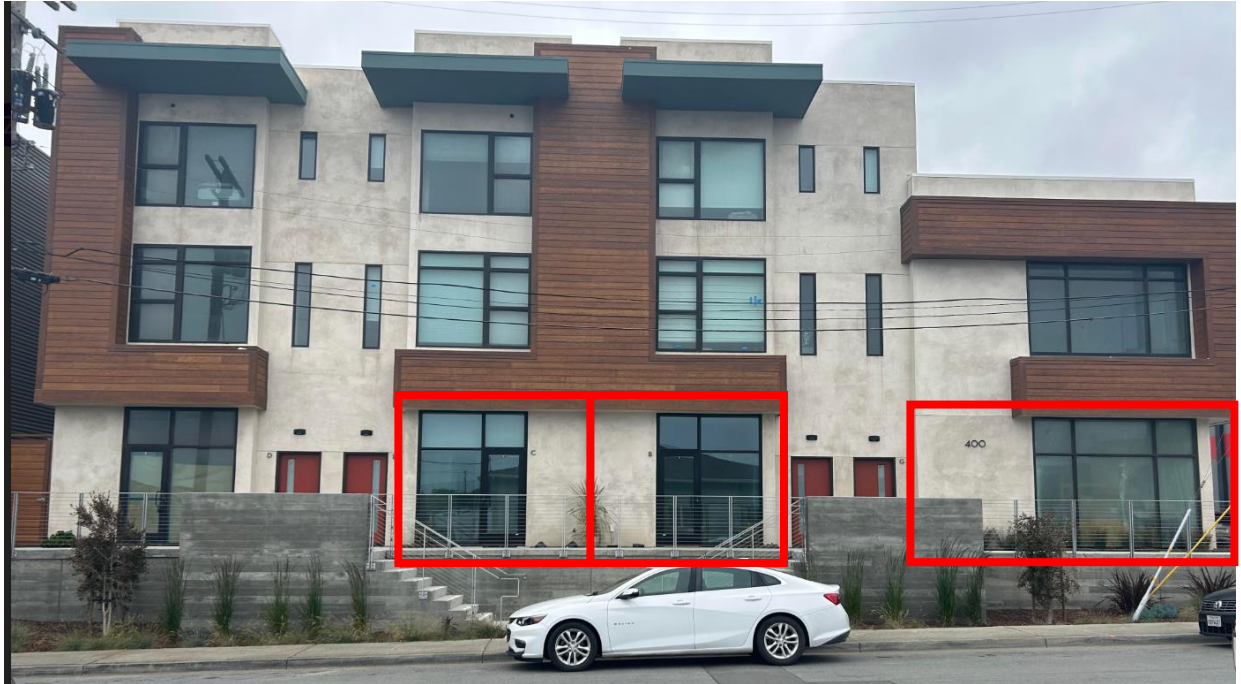


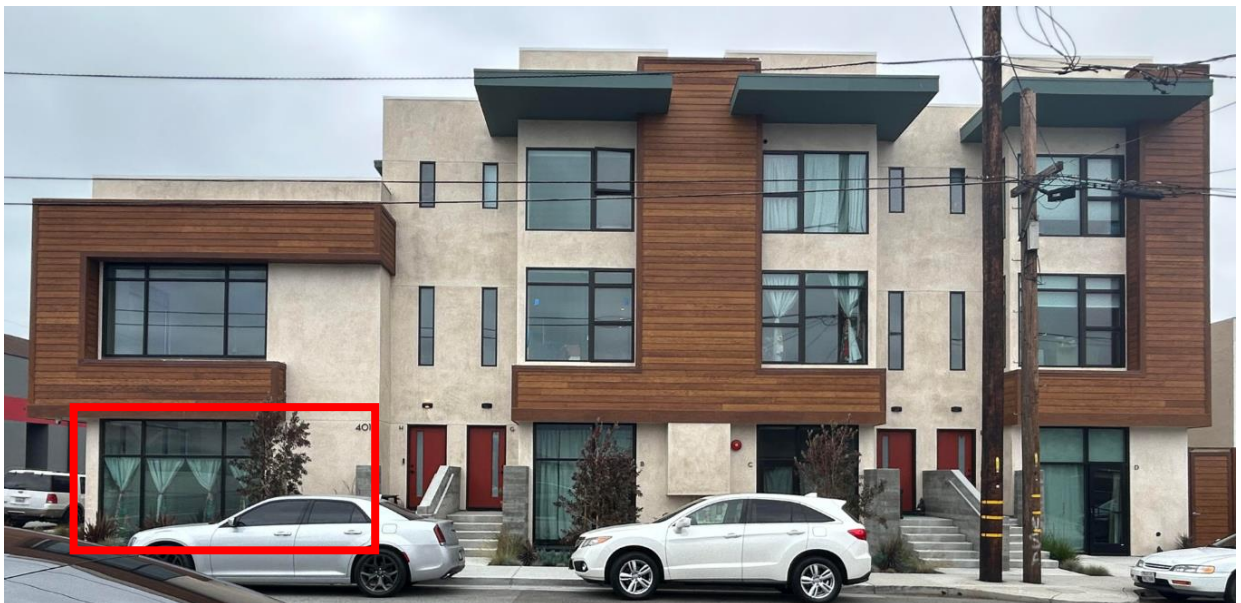
EXHIBIT F
CUP23-001 SITE PLAN

EXHIBIT G
SITE PHOTOS

Ortiz Avenue



Elder Avenue



Jurisdiction Name _____
 Use Permit # _____
 Or
 Building Permit # _____
 Contact Name _____
 Phone # _____

Print Name and Title: _____

**AGENDA ITEM
9A.**

**Authorizing the City Manager to Execute
an Agreement with Talking Walls for
Mural Curator Services for the 2023 Mural
Festival**



City of Sand City

STAFF REPORT

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager,
SUBJECT: Approval of Curator contract with Talking Walls for the 2023 Mural Festival
DATE: June 20, 2023

BACKGROUND/DISCUSSION:

The City has held three mural festivals since September of 2020. The first festival included six local artists and seven national artists, and produced seven large-scale murals throughout the City's West End. The Council continued the festival in 2021 and 2022. SoGnar, Inc. (Pat Millberry) curated the prior three festivals. The City's murals have received a significant amount of positive press in both local and national news.

On September 15, 2022, the Sand City Arts Committee recommended to the Council that it continue the mural festival in 2023 and that City staff prepare and issue a request for proposals (RFP) to explore new opportunities for outside management of the festival. After receiving confirmation from Arts Committee Chair, Greg Hawthorne, that there were enough sites available for another mural festival, the Council approved the continuation of the mural festival and that it be held in Sand City in October 2023. The Council also approved a budget of \$80,000 for the festival– the same amount it budgeted in the prior year. City staff and Arts Committee member Dawn Peters prepared the RFP which closed on May 15, 2023. The City received five responses which were considered by the Arts Committee on May 22, 2023. Two finalists were selected and interviewed by the Arts Committee on May 30, 2023. The Arts Committee selected Cameron Moberg and Crystal Moberg of Talking Walls to recommend to Council as the new curator of the Sand City Mural festival.

Talking Walls has extensive prior experience curating successful mural festivals including the Sprayview festival in San Francisco, Wabash Walls in Indiana, and RenARTWlk, also in Indiana. They are a husband and wife team who live locally (in San Francisco). Cameron has over 20 years of mural experience, five of which he has curated festivals. Their network of mural artists spans the globe. They believe in striking a balance between local and international artists. They have suggested a community hands on workshop in which attendees can learn the history of street art. Their proposal, attached as Exhibit B to the agreement, has sample budgets. From conversations with the group, we concluded the "Mural Festival in the box " option at \$74,000 for 3-5 artists with additional moneys budgeted to go towards providing an event for local artists to have an "art battle". Although still to be discussed, additional amounts within the budget allocated by Council should also go towards the sealing of the murals to protect them.

The attached agreement for Curator services establishes the scope of work that the Curator will perform, including:

- Soliciting for financial contributions and sponsorships;

- Creating promotional materials;
- Organizing volunteers;
- Selecting artists, including encouraging local artists;
- Arranging and paying for all artists' fees and expenses including travel, hotel and meals;
- Coordinating artist and property owner agreements and ensuring all are properly executed prior to the festival;
- Arranging all artists' paint, supplies and equipment.

FISCAL IMPACT:

There is no additional cost associated with this action. Council has already approved the \$80,000 cost of the mural festival and the cost is allocated in the FY 23-24 budget.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to execute the attached contract in an amount not to exceed \$80,000 and the approve the recommended dates for the mural festival -- October 16-20.

ATTACHMENTS:

1. Resolution
2. Talking Walls Proposal
3. Agreement for Public Art
4. Professional Service Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH TALKING WALLS FOR MURAL
CURATOR SERVICES FOR THE 2023 MURAL FESTIVAL**

WHEREAS, on September 15, 2022, the Sand City Arts Committee recommended to the Council that it continue the mural festival in 2023 and that City staff prepare and issue a request for proposals (RFP) to explore new opportunities for outside management of the festival; and

WHEREAS, the Council approved the continuation of the mural festival and that it be held in Sand City in October 2023; and

WHEREAS, the City issued an RFP for a curator for the festival which closed on May 15, 2023 and the City received five responses which were considered by the Arts Committee on May 22, 2023; and

WHEREAS, on May 30, 2023, the Arts Committee selected Cameron Moberg and Crystal Moberg of Talking Walls to recommend to Council as the new curator of the Sand City Mural festival; and

WHEREAS, Talking Walls has extensive prior experience curating successful mural festivals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the City Manager to enter into the agreement with Talking Walls in substantially the same form as that attached to this resolution, subject to the approval for the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Sand City this 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

REQUEST FOR PROPOSAL

PROJECT
WE. MURAL FESTIVAL IV, 2023

PROPOSED BY
CAMERON "CAMER1" MOBERG, CURATOR/MURALIST
CRYSTAL MOBERG, EXECUTIVE ASSISTANT

TALKING WALLS ART



WWW.TALKINGWALLS.ART



MURAL FESTIVAL REQUEST FOR PROPOSAL

PROJECT INTENT

The City of Sand City and the Sand City Arts Committee is seeking a curator for the city's fourth annual WE. MURAL FESTIVAL IV to be held in October of 2023. Sand City aims to organize a mural event that fosters collaboration between local artists from Monterey and/or Santa Cruz Counties and national and/or international artists. The intended audience for this event is the local community, encompassing people of all age groups. The City and Arts Committee are seeking curators with experience, innovation, and connection to the greater art community.

ABOUT US

Talking Walls Art is an art studio without walls, which means our canvases are anywhere and everywhere-- the only walls we have to claim are yours! From gritty metropolis city streets to Small Town America, we're on a mission to transform any space, city, or town into a vibrant, beautiful work of art.

Talking Walls Art is made up of a scrappy husband and wife duo who share a passion for bringing art to the streets with the notion that ART IS FOR EVERYONE! Cameron, with his boundless creativity (walking the line between crazy and genius), has over twenty years of mural experience, five years of curating mural festivals, and no shortage of great ideas. Crystal, a former middle school teacher, brings her love for art and indefinable skillset, that of only a middle school teacher (to quote Liam Neeson, "but what I do have are a very particular set of skills"), as well as her love for order and organization. Together, the two along with their giant network of fellow artists (which also happen to all be really good humans) have not just transformed towns, but are slowly transforming the perception of graffiti and street art.

QUALIFICATIONS

Our experience in attracting, evaluating, and booking artists for art festivals began with our desire to support and pay our artist friends. Over time, we have expanded our network to include talented artists from around the world while ensuring they are also really good people. Our goal is to make sure everyone involved in our festivals, particularly our artists, feel comfortable, safe, and enjoy their time. To ensure those desired outcomes, we draft our own agreement with artists so we're all on the same page and that all there is left is to create!

Our network of artists span the globe, from here in the States to Guatemala, Mexico and Canada to the Netherlands, South Korea, Australia, France, Argentina. For the 2023 We.Mural Festival IV, we hope to leverage our global network of artists to expand upon your previous festivals. Our aim is to curate a diverse group of artists whose styles and backgrounds will contribute to a unique and engaging festival experience. We continue to be energized and motivated by these talented artists who have offered such kind, positive feedback regarding our festivals. Through our social media accounts and simply by word of mouth, we find artists and after seven years of curating, artists now find us too.

Our experience attracting sponsorships for established events has been successful in the past, particularly mobilizing business and building owners who are benefiting from having murals painted on their walls to tap into their own resources to at minimum prep their own walls. Other businesses have opted to provide accommodations for traveling artists, meals or snacks, or even lift rentals. We typically showcase logos on artist banners and share sponsors' via social media. And we are certainly open to implementing new ways other than our usual to highlight sponsors.

For the WE. Mural Festival IV, and every other festival we've curated, we believe in striking a balance between local and international mural artists. It is essential to involve local artists as it helps build a sense of community and local pride. However, inviting artists from outside the area can add an exciting and unexpected outcome to the festival!

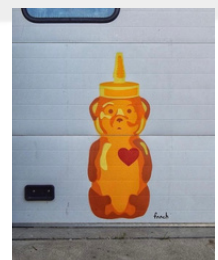
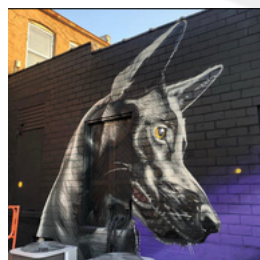
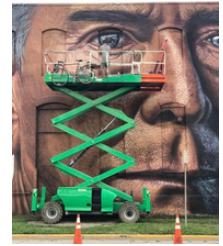
One creative addition that we'd add to the Sand City Mural Festival experience would be to include a community street art hands-on workshop. Attendees can learn about the history of graffiti and street art led by our own very talented

QUALIFICATIONS *(continued)*

artist, Cameron. This not only provides a unique experience for attendees but also allows us to connect with the community in a meaningful way.

Our experience producing and executing art festivals includes curating four successful mural festivals since 2016, two of which are ongoing. These include

- Sprayview 2016/2017 (San Francisco, CA)
- Wabash Walls 2018/2019 (Lafayette, IN)
- RenArtWlk 2019-present (Rensselaer, IN)



GENERALLY SPEAKING...

MURAL FESTIVAL INFO

Below is a sample budget for our mural festivals. The budget is presented as two tiers with two options: one we are calling **Project Share** and the other, **Mural-in-a-Box**. Both, aptly named in my opinion!

Project Share is the economical option, leaving room for an all-hands-on-deck approach. It's meant to rally community members to engage in the project by offering up time, skills and resources to get the job done. Illustrated in each tier is the part that we, the curators, would be responsible for (which are all the same for each tier except for the number of artists involved).

Mural-in-a-Box is the all-inclusive option. We would essentially take care of everything relating to the artists and the art, as listed in each tier.

By deduction, you can see what we would need from you and other community members should we go the *Project Share* route.

For *both tiers* and *both options*, we have included a fun hands-on workshop for any and all who would like to join as long as it's in keeping with state regulations for gathering during the Covid-19 pandemic. Please note also, that for *both tiers* and *both options*, you would serve as the liaison between us and the building owners. You will establish your own agreements with building owners outlining expectations, as we do the same with the artists we hire.

Additionally, we would need things like access to water, power, and some sort of hub to store our supplies and offer artists a place to use the restroom and take indoor breaks during the week of the festival. In the past we've used empty venues, workshare spaces, or conference rooms.

IMPORTANT: Please also keep in mind, the budgets do not include prep, primer, protective clear coat or application of primer or clear coat. See Prepping & Sealing.



PREPPING & SEALING

As mentioned, prepping the walls and sealing the murals are not included in the cost due to the variability of the project. When we better understand the scope of the project, we can determine what is needed. Pepping and priming, however, is generally the responsibility of the building owner.

A clear protective coat is optional, but highly recommended for preserving murals. It protects against the elements while also making the mural washable in the event of vandalism. We are happy to suggest a good product and a how-to, or we can do it for you.

Please let us know and we can put together an estimate when we have a better idea about wall sizes and about how many walls need to be covered. To give you an idea, if we are tapped to do this, we have a \$500 set up fee, then it's \$2/square foot for labor. The materials are separate and usually costs about \$1/square foot, when using the suggested 2-3 coats.

BUDGET TIER EXAMPLES

DOING BIG THINGS

Project Share, 57k

- Hire 3-5 artists
- Includes flights for out-of-state artists, gas expense for in-state artists
- One hands-on community workshop and Q&A on the history and technique of street art for anyone interested. Location and capacity TBD
- All paint materials for festival and workshop
- Yielding 3-5 murals (not including workshop mural project)

Mural Festival-in-a-Box, 74k

- Hire 3-5 artists
- Includes flights for out-of-state artists, gas expense for in-state artists
- One hands-on community workshop and Q&A on the history and technique of street art for anyone interested. Location and capacity TBD
- All paint materials for festival and workshop
- Lodging for traveling artists
- Lunch and dinner for all artists
- Car rental
- Rides to/from airport
- Up to three (3) lifts, boom/scissor
- Yielding 3-5 murals (not including workshop mural project)

BUDGET EXAMPLE

DREAMING BIG

Project Share, 70k

- Hire 6-8 artists
- Includes flights for out-of-state artists, gas expense for in-state artists
- One hands-on community workshop and Q&A on the history and technique of street art for anyone interested. Location and capacity TBD
- All paint materials for festival and workshop
- Yielding 6-8 murals (not including workshop mural project)

Mural Festival-in-a-box, 94k

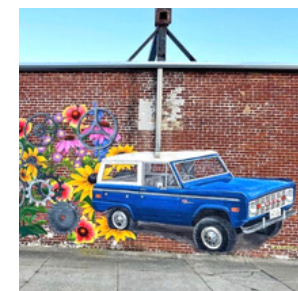
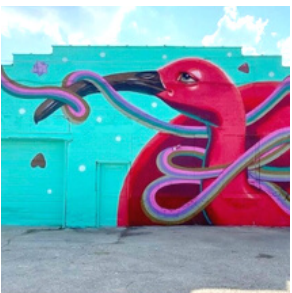
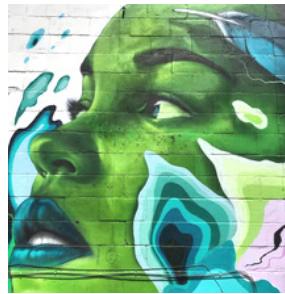
- Hire 6-8 artists
- Includes flights for out-of-state artists, gas expense for in-state artists
- One hands-on community workshop and Q&A on the history and technique of street art for anyone interested. Location and capacity TBD
- All paint materials for festival and workshop
- Lodging for traveling artists
- Lunch and dinner for all artists
- Car rental
- Rides to/from airport
- Up to five (5) lifts, boom/scissor
- Yielding 6-8 murals (not including workshop mural project)



in closing...

Curating mural festivals has become very dear to our hearts! It's been a joy to see towns, especially the apprehensive ones, respond so positively to murals! We look forward to meeting your community! We sincerely hope to demonstrate in more ways than one that we're incredibly grateful to do what we love. And it is with gratitude that we will always go above and beyond what's expected! We hope to dream big and do great things with you in the near very future!

- Cameron and Crystal Moberg



CITY OF SAND CITY

WEST END MURAL FESTIVAL ARTIST PROCUREMENT AND CURATION SERVICE AGREEMENT

This West End Mural Festival Artist Procurement and Curation Service Agreement (“**Agreement**”) made this ____ day of _____, 2023 (“the Effective Date”), is by and between the CITY OF SAND CITY, a municipal corporation (“**City**”) and Talking Walls Art, a XXXX, 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 June 20, 2023 and shall end on June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and renewed annually. 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. 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 eighty thousand dollars (\$80,000.00) 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 B**. 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 60 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, provided that the work performed is of value to the CITY; 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. In the event no mural sites are located on or before August 15, 2023, CONSULTANT understands the mural festival could be cancelled and the AGREEMENT terminated pursuant to this section
- 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 any given task order not finished by Consultant; and/or
- d. Charge the consultant the difference between the cost to complete the work described in a given task order that is unfinished at the time of breach and the amount the CITY would have paid CONSULTANT pursuant to section 6 if CONSULTANT had completed the work.

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.

- C. To the extent that CONSULTANT paints any murals themselves, CONSULTANT agrees to execute the Agreement for Public Art attached to this Agreement as **Exhibit D**. Parties agree that the executed version of the attached Agreement for Public Art constitutes part of this Agreement. CONSULTANT agrees that the CITY has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the work, or decline to do so, in whole or in part, in CITY's sole discretion.

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

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 and 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

This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, 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)

(Typed Name)

(Title)

CITY OF SAND CITY

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom/City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Agreement for Public Art

EXHIBIT A
SCOPE OF SERVICES

Contractor agrees to perform the following services for City in connection with the West End Mural Festival (we.):

- (a) Contact and actively solicit for financial contribution and sponsorships, nationally recognized and local companies, organizations and individuals. In particular, companies that have policies of corporate giving shall be contacted for potential financial assistance regarding the West End Mural Festival. Financial contributions will be revenue to the City to offset the cost of the mural festival. This sponsorship development activity shall be documented by the Contractor and presented to the City on an annual basis prior to March 1, 2024.
- (b) Create all promotional materials necessary for the 2023 West End Mural Festival (e.g., posters; flyers, public service announcements, website development, and advertising for all media outlets).
- (c) Organize volunteers and coordinate with the Sand City Arts Committee to conduct the event.
- (d) Ensure that the West End Mural Festival is conducted in the manner required by City, State and Federal law (e.g., business license, safety and land use requirements; alcoholic and beverage control laws and regulations).
- (e) Coordinate the planning of the West End Mural Festival with the Sand City Arts Committee, City staff and the City's Police Department.
- (f) Contractor will prepare a draft budget for the 2023 West End Event. Expected expense items shall be categorized in the draft budget itemized to a level of detail which is acceptable to the City Manager. Contractor shall submit the draft budget to the City Manager for his/her review and approval no later than July 15, 2023.
- (g) Contractor agrees to provide curation services including;
 - Meet monthly with the Sand City Arts Committee and City Council, as necessary, to provide festival updates.
 - Selecting artists for the festival based upon the following criteria;
 - o Skill, execution, experience, capability, style, quality, diversity, individuality, and context.
 - o To encourage participation by local artists, a local "Call for Artists" shall be performed as well.
 - Arranging and paying for all artists fees and expenses including travel and hotel expenses for artists and meals for artists.

- Coordinate artist and property owner agreement for public art and ensuring all are properly executed prior to the festival.
- Assist in festival budget oversight with City Staff.
- Organize, manage and pay for all festival and artist paint, supplies and equipment.
- Arranging and providing art and designs for City and property owner approval.
- Provide design assistance and coordination of all marketing and branding of the festival.
- Coordination of all event volunteers.
- Ensure that all Artists meet deadlines as determined by City Manager
- Locate and coordinate sponsors and partners of the festival.
- Any other items set forth in CONTRACTOR's proposal attached as Exhibit B.

EXHIBIT B
CONSULTANTS PROPOSAL

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 one (1) year 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.

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 Manager.

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.

5388978.1

AGREEMENT FOR PUBLIC ART

THIS AGREEMENT is executed this ____ day of June, 2023 by and between the City of Sand City, a municipal corporation, (hereinafter "City") and XXXXXXX (hereinafter "Artist").

WHEREAS, the City has selected Artist to design and execute a Mural ("Artwork") to be installed at XXXXXXXXXXXX within Sand City.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope. Artist hereby agrees to provide to the City of Sand City, as the scope of services under this Agreement, the following services:
 - a. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in the Agreement.
 - b. Upon issuance of a Notice to Proceed by City, Artist shall commence the final design and execution of the Artwork.
 - c. Artist must obtain design approval from the Art Committee by presenting one design prior to receiving a Notice to Proceed by City.
 - d. Artist must obtain approval from the Art Committee regarding final placement of the Artwork. The location of the Artwork shall be referred to herein as the "Site."
 - e. If applicable, Artist shall provide City with the names of all subcontractors along with a copy of the agreement between the Artist and each subcontractor, and the subcontractors City of Sand City business license.
 - f. Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina, or anti-graffiti coating, if applicable.
 - g. Artist must coordinate installation of Artwork with the City Manager, or designee, and the City's Public Works Director, or designee.
 - h. If installation does not meet criteria at City Manager's discretion, Artist at their own cost shall continue working until such time as approval is obtained from the City.
 - i. Artist will notify the City Manager, or designee, immediately with any changes to scope or design of the mural.

2. Duties of City.

- a. City shall provide, at no cost to Artist, any documents or information available to City that is reasonably required by Artist for performance of their duties.
- b. City shall furnish and provide at the City's expense, all supplies, materials, equipment and shipment thereof, if applicable, related to the performance of this Agreement.
- c. City shall secure all required licenses, permits and similar legal authorizations at the City's expense as may be necessary for the installation of the artwork at the Site.

3. Time for Performance.

- a. Artist shall promptly commence the Artwork on XXXXXXXX upon receipt of a Notice to Proceed issued by City. No work shall begin prior to issuance of the Notice to Proceed.
- b. Installation of artwork must be completed by XXXXXXXX, unless otherwise notified in writing by City. Artist shall notify the City of any adverse Site conditions that will impact the installation of the Artwork. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions.

4. Compensation.

- a. For services rendered herein, CITY's Mural Curator, Talking Walls, shall pay ARTIST a sum not to exceed XXXXXXXX dollars (\$XXXXXX) for all work performed during the period beginning XXXXXXX, 2023 through XXXXXXX, 2023 out of the budget allocated by CITY to the mural festival. Work will be paid upon completion to the satisfaction of both the Mural Curator and the City Manager.
- b. Artist shall keep the terms of this Compensation Section confidential. Any breach of this Section may result in termination of this Agreement and/or any forfeiture of rights to participate in future Festivals or other City events.

5. Artist Warranties.

- a. Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any license and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.
- b. Originality. Artist warrants that the design of the Artwork as is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute

another work of the same or substantially similar image, design, dimensions and materials as the Artwork.

c. Public Safety. Artist represents and warrants that the Artwork will not pose a danger to the safety of persons or property in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement. Artist agrees to cooperate with City in making or permitting adjustment to the Artwork if necessary, to eliminate hazards that become apparent after the Artwork is accepted by City.

d. Acceptable Standard of Display. Artist represents and warrants that: (1) general routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display; (2) foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and (3) with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

6. Acceptance of Artwork. The Artist must notify the City when the Artwork is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (1) the City agrees that the Artwork is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Artwork as completed ("Letter of Acceptance"); or (ii) the City does not consider the Artwork to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance. The Artwork is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance"). No payments to Artist shall be deemed as a waiver of City's right to refuse to accept the Artwork.

7. Transfer of Title to Artwork. Title to the Artwork shall remain in Artist's name until City has accepted the Artwork as completed and it is installed to the satisfaction of City. Once the City has issued a Letter of Acceptance the City will be the sole owner of the Artwork. Transfer of title shall be self-executing upon City's Final Acceptance. Artist shall bear all risk of loss of the Artwork until title has been transferred to City.

8. Maintenance. Not later than completion of the Artwork, Artist shall supply City with any instructions for proper care of the Artwork. The City recognizes that maintenance of the Artwork on a regular basis according to the maintenance instructions is essential to the integrity of the Artwork. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restorations to the Artwork will be made.

9. Artist's Moral Rights; Waiver of VARA and CAPA Rights.

a. Subject to City's obligation to make good faith efforts to consult with Artist as set forth in subsection (c), below, Artist agrees that City, shall have the absolute right to alter, repair, modify, remove, relocate, sell, dispose of, or destroy (collectively, "MODIFY") the Artwork in City's sole judgment. For example, City may MODIFY the Artwork to eliminate hazards, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. City also has the right to install the Artwork in an alternate location that the City chooses in its sole discretion. The City has the absolute right to change, MODIFY, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork.

b. Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 *et seq.*), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 §106A, Cal. Civil Code §§987 *et seq.*, or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a site such that the Artwork cannot be removed from the Site without modifying the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for modifying the Artwork.

c. To the extent practical, during the ten years following the Final Acceptance of the Artwork, the Artist shall be given the opportunity to consult on repairs or restorations of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed to the charges in writing. If the Artwork is to be repaired or restored and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to repair or restore the Artwork and City may contract with any other qualified art conservator or artist for such repair or restoration.

d. If City alters the Artwork without Artist consent in a manner that is prejudicial to Artist's reputation, Artist may disclaim authorship of the Artwork.

e. City shall have the right to donate or sell the Artwork at any time. Before exercising this right during the lifetime of the Artist, City, by written notice to Artist at Artist's last known address, agrees to give Artist the opportunity to purchase the Artwork for the amount of any offer which City has received for the purchase of the Artwork, plus all costs associated with the removal of the Artwork from the Site, clean-up of the Site and

delivery to Artist. Artist shall have thirty (30) days from the date of City's notice to exercise the option to purchase the Artwork.

11. Copyright.

a. Except as provided in this Agreement, Artist shall retain all copyrights in the Artwork and Artists Submittals. Artist's copyright shall not extend to predominantly functional aspects of the building or Site that may be incorporated into Artwork or which are in the area of the Artwork, such as the walls and other fixtures and features of the Site, or other similar objects located at the Site. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

b. Artist may, at Artist's option, place a copyright notice on the Artwork in the form and manner required to protect copyrights in the Artwork under United States copyright law. If the copyright is registered with the U.S. Copyright Office, Artist shall provide City with a copy of the application for registration, the registration number and the effective date of registration.

c. City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

12. Reproduction and Distribution.

a. Artist agrees that City may use Artists Submittals for the purposes related to the development and consideration of the Artwork Design, including without limitation, obtaining any and all approvals of the Artwork Design and the Artwork. Artist authorizes City to make, and to authorize the making of, photographs and other two-dimensional reproductions of the Artwork for educational, public relations, arts promotional, and other noncommercial purposes.

b. For purposes of this Agreement, the following are deemed to be reproductions for noncommercial purposes: reproduction of the Site, where the Artwork is incidental; in catalogues, books, slides, photographs, postcards, posters and calendars; in news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, architectural, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations; and in electronic newspapers, websites, blogs and other electronic formats for news, review or commentary. Artist shall also allow City to publish reproductions to provide information to the public on the City's public art or to otherwise promote the City's public art program, even if the publication occurs within art publications, on commercial television stations, in other commercial publications or on the internet.

c. On any and all such reproductions, City shall place a copyright notice (if the Artist has the work copyrighted) in the form and manner required to protect the copyrights in the works under the United States copyright law.

d. Public Records Requests. Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to the California Public Records Act.

13. Waiver. The parties agree that waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

14. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

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

16. Conflict of interest. Artist hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

17. Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall mean earthquake, fire, or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God," war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts, or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either City or Artist and which cause such party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement other than the payment of money. If either Artist or City is delayed or prevented from the performance of any act required by this Agreement by reason of acts of Force Majeure, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

19. Laws. Artist agrees that in the performance of this Agreement it will comply with all applicable State, Federal, and local laws and regulations. This Agreement shall be governed by

and construed in accordance with the laws of the State of California and the City of Sand City. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Sand City, California

City:

Vibeke Norgaard, City Manager

Date

Artist:

Print name

Signature

Date

**AGENDA ITEM
9B.**

**Adopt the Proposed City Budget for Fiscal
Year 2023-2024**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager & Roberto Moreno, RGS Sr. Advisor
SUBJECT: Proposed Fiscal Year 2023-24 Budget
DATE: June 20, 2023

BACKGROUND/DISCUSSION:

Staff is pleased to present the proposed fiscal year 2023-24 budget. The budget as presented generates a surplus of \$2,009,100, for the fiscal year, the use of which will be considered during the first half of the fiscal year when staff brings forth an updated 5-year capital improvement plan to address the City's unmet needs.

This budget reflects a return to normalcy for the City after the large staff turnover in fiscal year 2022-23. The City will start the new fiscal year with a fully staffed Administration, Finance, Police and Public Works Departments. Planning and Building Inspection services will continue to be provided on contract basis. Fire Services will continue to be provided by the City of Monterey as in the past.

Increase in Estimated Recurring Revenues – \$1,235,708 (14%)

As shown on the table below, the biggest increase in the estimated revenues for FY 2023-24 is due to the passage of Measure L, the .5% increase in the Transactions Tax that was approved in November 2022. The projected revenue increase of \$1,125,000 is due to the full year's collection of the sales tax measure. All other revenues remain stable with the exception of the \$95,000 increase in the ROPS residual taxes which come about as more of the former redevelopment agency debt is paid off.

Budget Summary City Revenues					
Description	Actuals FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24	Increase (Decrease)	Percent Change
RECURRING REVENUES					
Property Taxes	\$153,287	\$140,700	\$135,000	-\$5,700	-4%
Sales/Use Taxes	\$3,557,590	\$3,592,000	\$3,529,000	-\$63,000	-2%
Transaction Tax	\$3,039,904	\$3,321,000	\$4,446,000	\$1,125,000	34%
TOT Tax	\$17,896	\$120,000	\$126,000	\$6,000	5%
Franchise/Users Tax	\$281,113	\$275,500	\$288,400	\$12,900	5%
Business License	\$568,430	\$660,500	\$693,500	\$33,000	5%
Planning Revenues	\$6,450	\$10,600	\$11,000	\$400	4%
Building Revenues	\$36,842	\$19,200	\$19,800	\$600	3%
Police Revenues	\$27,744	\$18,270	\$19,200	\$930	5%
Public Works Revenues	\$66,734	\$54,600	\$55,300	\$700	1%
Interest	\$42,893	\$209,050	\$219,600	\$10,550	5%
Rental	\$17,109	\$19,000	\$19,000	\$0	0%
ROPS Residual	\$199,419	\$135,000	\$230,000	\$95,000	70%
SA Admin Fees Reimbursement	\$48,114	\$0	\$0	\$0	
Misc. Revenues	\$142,950	\$90,572	\$94,500	\$3,928	4%
Recurring Grants	\$171,285	\$177,100	\$185,500	\$8,400	5%
Cal-Am	\$850,000	\$0	\$7,000	\$7,000	
Subtotal Recurring Revenues	\$9,227,762	\$8,843,092	\$10,078,800	\$1,235,708	14%

Increase in Recurring Appropriations – \$358,560,600 (5%)

As shown below the increase in recurring ongoing operating expenses is 5% with the largest increase being in the Police Department. The increase is due to the 7% increase in Police Officers compensation and increased cost of Workers Compensation for the Police Department. Detail costs for each department are available in the attached expenditures line item details.

Budget Summary City Expenditures					
Description	Actuals FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24	Increase (Decrease)	Percent Change
RECURRING EXPENSES					
City Council	\$121,162	\$134,880	\$215,500	80,620	60%
Administration	\$595,792	\$672,915	\$686,500	13,585	2%
Finance	\$392,225	\$457,935	\$387,800	-\$70,135	-15%
Attorney	\$291,512	\$244,850	\$257,100	12,250	5%
Planning	\$290,715	\$301,400	\$246,800	-\$54,600	-18%
Building	\$104,345	\$52,000	\$54,800	2,800	5%
Police	\$3,345,474	\$3,477,140	\$3,758,800	281,660	8%
Fire	\$312,584	\$328,900	\$345,000	16,100	5%
Public Works	\$825,456	\$1,062,120	\$1,109,500	47,380	4%
Parks	\$6,351	\$11,000	\$12,500	1,500	14%
Government Buildings	\$49,162	\$58,500	\$60,700	2,200	4%
Community Outreach	\$122,321	\$139,000	\$150,600	11,600	8%
Recurring Grants	\$2,558	\$4,300	\$2,500	-\$1,800	-42%
Non-Departmental	\$142,374	\$121,300	\$136,700	15,400	13%
SUBTOTAL FOR RECURRING EXPENSES	\$6,602,030	\$7,066,240	\$7,424,800	358,560	5%

Capital Improvement Plan

The proposed budget includes funding only for ongoing capital improvement projects.

An updated Capital Improvement Plan will be presented during the first half of the fiscal year, which will be utilizing the \$2,009,100 surplus to meet the City's unmet needs. .

Long-Term Financial Planning

Along with the consideration of an updated Capital Improvement Plan, staff will also bring forth policies on how to make best use of the City's fund balance. With the recent passage of the Measure L, the City is in a good position to address unmet needs and consider paying unfunded liabilities.

CEQA:

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

FISCAL IMPACT:

Adoption of the proposed budget will generate a recurring surplus of \$2,009,100 which will be used to meet the City's unmet financial needs.

RECOMMENDATION:

Staff recommends approval of the Proposed Fiscal Year 2023-24 Budget.

ATTACHMENTS:

1. Resolution
2. FY 23-24 Proposed Budget

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ADOPTING THE PROPOSED CITY BUDGET FOR FISCAL YEAR 2023-2024**

WHEREAS, the Budget Committee of the City Council and the City Council has reviewed the Proposed Fiscal Year 2023-2024 Budget and has considered the operational and capital improvement needs of the City; and

WHEREAS, the Budget Committee, has recommended the proposed budget, attached as Attachment 1, be considered for adoption by the City Council; and

WHEREAS, the City Council recognizes that the proposed budget is subject to further review and adjustment at appropriate times as the fiscal year progresses; and

WHEREAS, certain general economic conditions may impact the City which may require changes to the City Budget over time; and

WHEREAS, the City Council of Sand City finds the Fiscal Year 2023-2024 Proposed Budget satisfactory to commence the operations and capital programs of the City.

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

1. Attachment 1 is hereby adopted as the Proposed City Budget for FY 2023-2024.
2. The City staff is authorized to continue City operations as generally prescribed in the FY 2023-2024 Proposed Budget and is directed to follow the general financial guidelines outlined therein.

PASSED AND ADOPTED by the City Council of the City of Sand City on this 20th, day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED:

Kerry Lindstrom, City Clerk

CITY SUMMARY

Description	Actuals FY 21-22	FY 22-23 Adopted Budget	Amended Budget FY 22-23	Proposed FY 23-24
Total City Revenues	\$9,629,824	\$8,630,570	\$9,828,053	\$10,260,900
Total City Expenditures	\$7,088,633	\$8,080,980	\$9,753,656	\$8,251,800
DIFFERENCE	\$2,541,190	\$549,590	\$74,397	\$2,009,100
Revenues for Recurring Operations	\$9,227,762	\$7,903,570	\$8,843,092	\$10,078,800
Expenditures for Recurring Operations	\$6,602,030	\$6,874,680	\$7,066,240	\$7,424,800
SUB TOTAL	\$2,625,731	\$1,028,890	\$1,776,852	\$2,654,000
Special Project Revenues	\$402,062	\$727,000	\$984,961	\$182,100
Special Expenditures	\$486,603	\$1,206,300	\$2,687,416	\$827,000
SUB TOTAL	-\$84,541	-\$479,300	-\$1,702,455	-\$644,900
				0.00
				0.00

Budget Summary City Revenues

Description	Actuals FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24	Increase (Decrease)	Percent Change
RECURRING REVENUES					
Property Taxes	\$153,287	\$140,700	\$135,000	-\$5,700	-4%
Sales/Use Taxes	\$3,557,590	\$3,592,000	\$3,529,000	-\$63,000	-2%
Transaction Tax	\$3,039,904	\$3,321,000	\$4,446,000	\$1,125,000	34%
TOT Tax	\$17,896	\$120,000	\$126,000	\$6,000	5%
Franchise/Users Tax	\$281,113	\$275,500	\$288,400	\$12,900	5%
Business License	\$568,430	\$660,500	\$693,500	\$33,000	5%
Planning Revenues	\$6,450	\$10,600	\$11,000	\$400	4%
Building Revenues	\$36,842	\$19,200	\$19,800	\$600	3%
Police Revenues	\$27,744	\$18,270	\$19,200	\$930	5%
Public Works Revenues	\$66,734	\$54,600	\$55,300	\$700	1%
Interest	\$42,893	\$209,050	\$219,600	\$10,550	5%
Rental	\$17,109	\$19,000	\$19,000	\$0	0%
ROPS Residual	\$199,419	\$135,000	\$230,000	\$95,000	70%
SA Admin Fees Reimbursement	\$48,114	\$0	\$0	\$0	
Misc. Revenues	\$142,950	\$90,572	\$94,500	\$3,928	4%
Recurring Grants	\$171,285	\$177,100	\$185,500	\$8,400	5%
Cal-Am	\$850,000	\$0	\$7,000	\$7,000	
Subtotal Recurring Revenues	\$9,227,762	\$8,843,092	\$10,078,800	\$1,235,708	14%
OTHER FINANCING SOURCES					
Special Project Revenues	\$273,286	\$297,000	\$167,100	-\$129,900	-44%
Grants	\$128,777	\$687,961	\$15,000	-\$672,961	-98%
Subtotal Other Revenue	\$402,062	\$984,961	\$182,100	-\$802,861	-82%
Total Revenue	\$9,629,824	\$9,828,053	\$10,260,900	\$432,847	4%

Budget Summary

City Expenditures

Description	Actuals FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24	Increase (Decrease)	Percent Change
RECURRING EXPENSES					
City Council	\$121,162	\$134,880	\$215,500	80,620	60%
Administration	\$595,792	\$672,915	\$686,500	13,585	2%
Finance	\$392,225	\$457,935	\$387,800	-70,135	-15%
Attorney	\$291,512	\$244,850	\$257,100	12,250	5%
Planning	\$290,715	\$301,400	\$246,800	-54,600	-18%
Building	\$104,345	\$52,000	\$54,800	2,800	5%
Police	\$3,345,474	\$3,477,140	\$3,758,800	281,660	8%
Fire	\$312,584	\$328,900	\$345,000	16,100	5%
Public Works	\$825,456	\$1,062,120	\$1,109,500	47,380	4%
Parks	\$6,351	\$11,000	\$12,500	1,500	14%
Government Buildings	\$49,162	\$58,500	\$60,700	2,200	4%
Community Outreach	\$122,321	\$139,000	\$150,600	11,600	8%
Recurring Grants	\$2,558	\$4,300	\$2,500	-1,800	-42%
Non-Departmental	\$142,374	\$121,300	\$136,700	15,400	13%
SUBTOTAL FOR RECURRING EXPENSES	\$6,602,030	\$7,066,240	\$7,424,800	358,560	5%
OTHER EXPENSES					
Capital Outlay	\$173,881	\$344,600	\$252,800	-91,800	-27%
Economic Development	\$163,749	\$170,250	\$184,200	13,950	8%
Grants/Special Projects	\$148,973	\$2,172,566	\$390,000	-1,782,566	-82%
SUBTOTAL OTHER EXPENSES	\$486,603	\$2,687,416	\$827,000	-1,860,416	-69%
TOTAL EXPENSES	\$7,088,633	\$9,753,656	\$8,251,800	-1,501,856	-15%

REVENUE ACCOUNT #	Description	Actual Revenues FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24
Dept 00-General				
4005-00	Property Tax	91,413	76,500	76,500
4006-00	ROPS Residual	199,419	135,000	230,000
4008-00	SA Admin Fees Reimbursement	48,114	0	0
4010-00	Prior Year Tax	1,076	1,200	1,200
4012-00	Property Tax VLF	39,715	42,000	43,100
4013-00	MBASIA Claims Reimbursements	3,356	0	0
4015-00	Property Tax - SB 813	16,418	16,000	9,000
4017-00	Covid-19 Relief Fund - American Rescue	95,450	0	0
4020-00	Prop Tax Transfer	4,285	4,500	4,700
4025-00	Users Tax	173,015	175,000	183,000
4030-00	Sales/Use Tax	3,557,590	3,592,000	3,529,000
4032-00	Transaction/ Use Tax - Measure J 1%	3,039,904	3,321,000	4,446,000
4033-00	Business License CASP Fee 90%	1,447	1,500	1,500
4034-00	TOT - Transient Occupancy Tax	17,896	120,000	126,000
4035-00	Cable Franchise	7,524	7,400	7,700
4040-00	Refuse Franchise	67,565	60,000	63,000
4041-00	Greenwaste AB939/SB1383 Fees		37,800	39,700
4045-00	PG & E Gas Franchise	3,092	3,100	3,200
4050-00	PG & E Electric Franchise	29,917	30,000	31,500
4055-00	Business License	566,307	660,000	693,000
4060-00	Bus Lic Late Fee	2,124	500	500
4340-00	Property Tax - HOPTR	381	500	500
4350-00	Sanitation District Impact Fees	11,174	11,000	11,500
4410-00	Interest City Checking/CD/Property Tax	405	500	500
4411-00	Interest - OPEB	43	50	100
4413-00	Interest - City Housing	270	10,000	10,500
4420-00	Interest - LAIF	35,648	185,000	194,300
4450-00	Interest - TVI CDs	6,528	13,500	14,200

REVENUE ACCOUNT #	Description	Actual Revenues FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24
4500-00	West End Revenue	26,710	33,200	34,800
4502-00	WE Mural Festival Revenue	0	2,222	2,300
4503-00	Art Park Improvements Revenue	500	0	0
4504-00	Art Park Events Revenue	1,018	1,500	1,500
4550-00	Publications -Copies	0	50	100
4710-00	Mitigation	1,348	1,400	1,500
4730-00	Misc. Revenue	30	200	200
4732-00	Reimbursements	990	1,000	1,000
4736-00	US Bank Cal Card Rebate	928	700	400
4740-00	Rental/Lease	17,109	19,000	19,000
	SUB TOTAL	8,068,707	8,563,322	9,781,000

REVENUE ACCOUNT #	Description	Actual Revenues FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24
Dept 05-Planning				
4116-05	Short Term Rental Application Fee	0	5,400	5,600
4120-05	Coastal Development Permit	1,000	1,500	1,600
4125-05	Conditional Use Permit	3,000	2,000	2,100
4126-05	Temporary Use Permit	100	200	200
4145-05	Site Plan Permit	500	500	500
4155-05	Design Permit - DRC	450	500	500
4156-05	Sign Permit & Master Sign Program	0	100	100
4159-05	CEQA Fees	1,000	0	0
4219-05	Parking Permit	400	400	400
	SUB TOTAL	6,450	10,600	11,000
Dept 06-Building				
4115-06	Building Permit Fee	22,346	5,000	5,100
4164-06	Short Term Rental Inspection Fees	0	4,200	4,200
4165-06	Plan Check Fee	14,496	10,000	10,500
	SUB TOTAL	36,842	19,200	19,800
Dept 08-Police				
4210-08	City Fines	3,817	4,000	4,200
4211-08	Vehicle Release	1,520	1,000	1,000
4221-08	Parking Violations	13,192	10,000	10,500
4325-08	Vehicle License Fees	445	500	500
4330-08	Prop 172 - County	593	450	500
4335-08	Post Training Reimbursement	0	500	500
4515-08	Dog Licensing	5	20	100
4524-08	Asset Forfeiture	3,352	1,400	1,500

REVENUE ACCOUNT #	Description	Actual Revenues FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24
4560-08	Police Reports	320	400	400
4744-08	Advanced Disability Reimbursement	4,500	0	0
	SUB TOTAL	27,744	18,270	19,200
	Dept 11-Public Works			
10-4150-11	Building Development Fee	316	500	500
10-4160-11	Engineer Fees	43,568	30,000	31,500
31-4305-11	Gas Tax-2105	2,133	2,300	2,200
31-4305-11	Gas Tax-2106	5,721	5,800	5,800
31-4305-11	Gas Tax-2107	2,549	2,800	2,600
31-4305-11	Gas Tax-2107.5	1,000	1,000	1,000
31-4305-11	Gas Tax-2103	3,040	3,500	3,100
37-4306-11	SB1 - RMRA - Road Maintenance & Rehab	7,718	8,000	7,900
35-4205-11	Ca Code Fines - County	689	700	700
	SUB TOTAL	66,734	54,600	55,300

REVENUE ACCOUNT #	Description	Actual Revenues FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24
	Lease Revenue			
4833-00	Cal-Am Lease	850,000	0	7,000
	SUB TOTAL	850,000	0	7,000
	Grants			
4069-08	COPS Grant - County	161,285	165,300	173,500
4647-08	Bulletproof Vest Grant	0	1,800	1,900
4836-08	CSA 74 EMS Grant - County	2,500	2,500	2,600
4729-00	MBASIA Fitness/Safety Grant	7,500	7,500	7,500
	SUB TOTAL	171,285	177,100	185,500
	SUB TOTAL RECURRING REVENUES	9,227,762	8,843,092	10,078,800
	Special Project Revenues			
4522-11	Street Sweeper Sale	0	0	0
4530-00	South of Tioga Reimbursements	50,405	50,000	50,000
4531-00	South of Tioga Plan Check Fees	2,900	20,000	20,000
4532-00	South of Tioga Building Permit Fees	35,917	30,000	30,000
4533-00	Cal Am Desal Wells Reimbursement	184,064	2,000	2,100
4607-05	LEAP Grant - Housing Element Update	0	65,000	0
4608-05	REAP Grant - Housing Element Update	0	65,000	0
39-4706-18	N of Playa Habitat Conservation Fund	0	65,000	65,000
	SUB TOTAL	273,286	297,000	167,100
	Grants			
4639-08	Officer Wellness/Mental Health Grant		15,000	15,000
4681-12	Calabrese Park CDBG Grant	50,603	0	0
4682-00	Prop 1 IRWM - Catalina	13,078	131,902	
4683-00	Prop 1 SW - Contra Costa	0	366,059	
4684-12	Per Capita Parks Grant	0	175,000	

REVENUE ACCOUNT #	Description	Actual Revenues FY 21-22	Amended Budget FY 22-23	Proposed FY 23-24
4757-00	CalTrans Sustainable Grant	65,096	0	0
	<i>SUB TOTAL</i>	<i>128,777</i>	<i>687,961</i>	<i>15,000</i>
	Sub Total Special Project/Grant Revenues	402,062	984,961	182,100
	Grand Total Revenues	9,629,824	9,828,053	10,260,900

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
NON DEPARTMENT					
5000-00	Municipal Code Updates	\$2,548	\$3,000	\$3,000	3,100
5001-00	Public Agency Memberships	\$10,516	\$13,500	\$13,500	14,000
5002-00	Voluntary Memberships	\$5,879	\$10,000	\$10,000	10,000
5005-00	Arts Committee	\$17,498	\$10,000	\$5,000	20,000
5009-00	Covid-19 General Expense	\$6,177	\$6,000	\$2,500	0
5025-00	Dues and Subscriptions	\$180	\$180	\$180	200
5070-00	Health Benefit Surcharges	\$881	\$1,000	\$1,350	1,300
5081-00	GASB68 Reports - CalPers	\$2,100	\$2,100	\$2,100	2,200
5202-00	Concern EAP Program Premium	\$1,338	\$1,400	\$1,200	1,300
5425-00	IT Support	\$7,499	\$2,500	\$2,500	2,600
5720-00	Auto Maintenance - City Vehicles	\$766	\$2,500	\$6,000	6,000
5909-00	Physical Damage Claims	\$4,356	\$0	\$0	0
5910-00	Donations/Contributions	\$6,788	\$6,500	\$6,500	6,500
5930-00	Miscellaneous Expense	\$8,347	\$5,000	\$3,000	3,000
5935-00	Office Equipment Maintenance	\$8,853	\$8,000	\$8,000	8,400
5940-00	Office Supplies	\$26,836	\$25,000	\$25,000	25,000
5945-00	Telephone	\$1,114	\$2,000	\$1,500	1,500
5950-00	Physical Exams (MP every 2 yrs)	\$0	\$150	\$150	200
5955-00	Public Official Bond Premium	\$1,158	\$1,200	\$1,220	1,300
5960-00	Utilities	\$26,222	\$25,000	\$25,000	25,000
5970-00	Equipment Purchase	\$0	\$0	\$2,000	2,100
5980-00	Bank Charges	\$1,942	\$2,000	\$0	1,000
5998-00	Internet	\$1,374	\$1,600	\$1,600	2,000
SUB TOTAL NON DEPARTMENT		\$142,374	\$128,630	\$121,300	136,700
CITY COUNCIL					
5030-01	Auto Allowance	\$2,400	\$2,400	\$2,400	2,400
5065-01	Dental	\$3,906	\$3,950	\$3,950	4,300

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
5066-01	Vision	\$702	\$750	\$750	900
5070-01	Health Benefits	\$63,306	\$63,300	\$63,300	55,800
5073-01	Pers Retirement EE	\$622	\$700	\$700	700
5075-01	Pers Retirement	\$1,186	\$1,200	\$1,200	600
5078-01	PERS Survivor Benefits	\$113	\$120	\$120	200
5079-01	Deferred Comp	\$4,800	\$4,800	\$4,800	6,000
5080-01	FICA/ Medicare	\$4,282	\$4,800	\$4,800	1,500
5085-01	SUI	\$336	\$400	\$400	400

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
5095-01	Training & Conferences	\$10,689	\$10,000	\$10,000	15,000
5110-01	Council Meetings	\$18,000	\$18,000	\$18,000	18,000
5120-01	Elections	\$0	\$7,500	\$7,500	0
5137-01	GASB 68 - Unfunded Liability	\$2,867	\$3,000	\$3,200	97,100
5925-01	Liability Premium	\$1,834	\$700	\$720	800
5945-01	Council Phones	\$3,811	\$4,300	\$4,300	4,400
5965-01	Workers Comp Premium	\$870	\$1,300	\$1,300	0
5970-01	Equipment Purchase	\$0	\$1,000	\$6,000	6,300
5985-01	Exercise Program	\$1,440	\$1,440	\$1,440	1,100
	SUB TOTAL CITY COUNCIL	\$121,162	\$129,660	\$134,880	215,500
	ADMINISTRATION				
5019-02	Temporary Staffing			\$25,000	10,000
5020-02	Contract Services - Executive Search	\$20,900	\$0	\$0	0
5020-02	Contract Services - Grant Seeking			\$20,000	60,000
5025-02	Dues/Subscriptions	\$2,956	\$7,000	\$4,000	4,200
5030-02	Auto Allowance	\$2,400	\$3,600	\$3,600	3,600
5035-02	Granicus - Agenda Management Fee	\$8,393	\$9,300	\$9,300	9,800
5040-02	Salaries	\$291,396	\$373,200	\$327,100	376,500
5042-02	Cash Outs	\$33,390	\$0	\$32,000	5,000
5060-02	Long Term Disability	\$1,897	\$2,600	\$2,100	2,200
5065-02	Dental	\$2,695	\$3,300	\$2,700	7,000
5066-02	Vision	\$439	\$550	\$450	1,100
5067-02	Life Insurance	\$566	\$700	\$465	800
5070-02	Health Benefits	\$37,984	\$44,400	\$34,900	62,700
5072-02	Health Benefits - Admin Retirees	\$18,317	\$18,500	\$19,300	25,400
5073-02	Pers Retirement EE	\$9,045	\$9,500	\$9,810	0
5075-02	Pers Retirement	\$30,789	\$36,000	\$31,000	41,000
5078-02	PERS Survivor Benefits	\$193	\$180	\$180	200

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
5079-02	Deferred Comp	\$1,500	\$2,400	\$1,900	3,600
5080-02	FICA/Medicare	\$4,832	\$5,800	\$5,800	5,300
5085-02	CA SUI	\$224	\$400	\$400	400
5095-02	Training & Conferences	\$5,033	\$7,500	\$7,500	12,000
5137-02	GASB 68 - Unfunded Liability	\$64,323	\$70,800	\$70,800	600
5140-02	Records Retention - Gladwell	\$250	\$500	\$500	0
5210-02	Payroll Processing/Shred Services	\$4,682	\$5,500	\$5,500	5,600
5425-02	IT Support	\$4,074	\$3,000	\$6,000	6,300
5740-02	Employee Screening/Advertising			\$1,000	0
5925-02	Liability Premium	\$12,835	\$12,300	\$13,700	20,700
5945-02	Admin Phones	\$3,129	\$3,200	\$3,200	3,300
5965-02	Workers Comp Premium	\$25,515	\$33,100	\$32,900	17,800
5970-02	Equipment Purchase	\$7,016	\$1,000	\$1,000	1,000
5985-02	Exercise Program	\$1,020	\$1,440	\$810	400
	SUB TOTAL ADMINISTRATION	\$595,792	\$655,770	\$672,915	686,500

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
FINANCE					
5020-03	Contract Services - Bartel	\$20,250	\$4,850	\$4,850	5,100
5020-03	Contract Services - Finance			\$68,000	71,400
5023-03	Sales Tax/Trans Tax Admin Fees	\$37,137	\$35,000	\$45,000	0
5025-03	Dues/Subscriptions	\$95	\$100	\$100	300
5040-03	Salaries	\$109,792	\$114,500	\$79,400	113,400
5042-03	PTO Cash Out		\$0	\$42,000	0
5060-03	Long Term Disability	\$1,256	\$1,300	\$840	900
5065-03	Dental	\$558	\$560	\$420	2,400
5066-03	Vision	\$100	\$110	\$80	400
5067-03	Life Insurance	\$206	\$250	\$170	300
5070-03	Health Benefits	\$12,661	\$12,700	\$8,500	20,900
5072-03	Health Benefits - Finance Retirees		\$0	\$4,300	19,200
5073-03	Pers Retirement EE	\$9,486	\$9,900	\$6,900	0
5075-03	Pers Retirement	\$18,083	\$18,900	\$13,100	11,200
5078-03	PERS Survivor Benefits	\$56	\$60	\$60	100
5079-03	Deferred Comp	\$1,200	\$1,200	\$700	1,200
5080-03	FICA/Medicare	\$1,583	\$1,600	\$1,100	1,700
5085-03	SUI	\$112	\$150	\$115	200
5095-03	Training/Conferences	\$38	\$500	\$0	5,000
5137-03	GASB 68 - Unfunded Liability	\$65,934	\$72,700	\$72,700	300
5405-03	Property Tax Fees	\$995	\$1,000	\$1,000	0
5410-03	Audit	\$58,558	\$65,500	\$65,500	40,000
5415-03	Financial Management Support	\$1,824	\$3,000	\$6,000	6,300
5425-03	IT Support	\$3,906	\$5,000	\$5,000	6,000
5440-03	BL/ Prop/Sales Tax Agreements (HDL)	\$41,249	\$20,000	\$20,000	21,000
5925-03	Liability Premium	\$3,667	\$3,300	\$3,600	6,500
5965-03	Workers Comp Premium	\$3,479	\$6,400	\$6,400	5,600
	Budget Software		\$0	\$0	23,400

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
	Financial Management Software		\$0	\$0	20,000
5970-03	Equipment Purchase	\$0	\$0	\$2,100	5,000
	SUB TOTAL FINANCE	\$392,225	\$378,580	\$457,935	387,800
ATTORNEY					
5040-04	Salaries	\$144,296	\$0	\$0	0
5060-04	LTD	\$1,058	\$0	\$0	0
5065-04	Dental	\$1,579	\$0	\$0	0
5066-04	Vision	\$237	\$0	\$0	0
5067-04	Life	\$153	\$0	\$0	0
5070-04	Health Benefit	\$14,244	\$0	\$0	0
5072-04	Health Benefits - Retirees	\$4,391	\$4,600	\$4,850	5,100
5075-04	Pers Retirement	\$8,013	\$0	\$0	0
5079-04	Deferred Comp	\$900	\$0	\$0	0
5080-04	FICA/Medicare	\$2,017	\$0	\$0	0
5085-04	SUI	\$112	\$0	\$0	0
5095-04	Conferences & Meetings	\$783	\$0	\$0	0
5137-04	GASB 68 - Unfunded Liability	\$140	\$0	\$0	0
5522-04	Attorneys Costs	\$4,114	\$0	\$0	0
5545-04	Outside Counsel/HR	\$101,956	\$240,000	\$240,000	252,000
5925-04	Liability Premium	\$3,667	\$0	\$0	0
5945-04	Cell Phone	\$375	\$0	\$0	0
5965-04	Workers Comp Premium	\$3,479	\$0	\$0	0
	SUB TOTAL ATTORNEY	\$291,512	\$244,600	\$244,850	257,100

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
PLANNING					
5020-05	Contract Services - EMC Planning	\$10,065	\$20,000	\$55,000	216,700
5020-05	TAMC Vehiles Miles Traveled Cost	\$16,879	\$0	\$0	0
5025-05	Dues/Subscriptions	\$507	\$500	\$0	0
5040-05	Salaries	\$111,854	\$111,900	\$77,600	0
5042-05	Cash Outs - PTO Accruals	\$7,455	\$8,000	\$21,500	0
5060-05	Long Term Disability	\$977	\$1,000	\$700	0
5065-05	Dental	\$558	\$560	\$500	0
5066-05	Vision	\$100	\$110	\$100	0
5067-05	Life Insurance	\$348	\$250	\$200	0
5070-05	Health Benefits	\$12,661	\$12,700	\$8,500	0
5072-05	Health Benefits - Planning Retirees	\$10,370	\$11,500	\$15,900	12,700
5073-05	Pers Retirement EE	\$9,664	\$9,700	\$6,700	0
5075-05	PERS Retirement	\$18,422	\$18,500	\$12,800	0
5079-05	Deferred Comp	\$1,200	\$1,200	\$700	0
5080-05	FICA/Medicare	\$1,731	\$1,850	\$1,200	0
5085-05	SUI	\$112	\$150	\$100	0
5095-05	Training/Conferences	\$35	\$100	\$0	0
5137-05	GASB 68 - Unfunded Liability	\$68,801	\$75,800	\$75,800	
5370-05	Planning - Misc.	\$239	\$300	\$300	300
5425-05	IT Support	\$483	\$1,000	\$1,000	1,000
5920-05	Legal Advertising	\$5,870	\$7,500	\$9,000	9,000
5925-05	Liability Premium	\$4,584	\$3,300	\$3,600	3,600
5945-05	Planning Phones	\$650	\$650	\$1,000	500
5965-05	Workers Comp Premium	\$4,349	\$6,400	\$6,400	0
5423-06	Iworq	\$2,800	\$2,800	\$2,800	3,000
5970-05	Equipment Purchase	\$0	\$1,000	\$0	0
SUB TOTAL PLANNING		\$290,715	\$296,770	\$301,400	246,800

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
BUILDING					
5020-06	Code Enforcement	\$1,670	\$10,000	\$5,000	5,300
5318-06	Short Term Rental Inspection Fees	\$0	\$0	\$4,200	4,500
5319-06	Building Inspection Fees	\$80,123	\$75,000	\$30,000	31,500
5320-06	Plan Check Fees	\$19,752	\$25,000	\$10,000	10,500
5423-06	Inspection	\$2,800	\$2,800	\$2,800	3,000
	SUB TOTAL BUILDING	\$104,345	\$112,800	\$52,000	54,800

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
PUBLIC SAFETY					
5025-08	Dues and Subscriptions	\$1,275	\$2,000	\$2,000	2,000
5040-08	Salaries	\$1,341,076	\$1,472,000	\$1,398,000	1,538,100
5041-08	Workers Comp Wages 4850	\$8,412	\$0	\$40,000	0
5042-08	Cash Outs - PTO Accruals	\$348,573	\$200,000	\$280,000	280,000
5043-08	Holiday Paid	\$4,090	\$15,000	\$15,000	15,000
5044-08	Workers Comp Wages TTD	\$29,451	\$0	\$0	0
5055-08	Overtime Paid	\$43,875	\$50,000	\$37,000	50,000
5060-08	Long Term Disability	\$3,155	\$3,700	\$3,100	3,200
5065-08	Dental	\$18,304	\$19,300	\$18,600	21,900
5066-08	Vision	\$2,727	\$3,100	\$3,000	3,400
5067-08	Life Insurance	\$2,419	\$2,500	\$2,400	2,700
5070-08	Health Benefits	\$193,083	\$202,600	\$197,900	222,900
5072-08	Health Benefits - Police Retirees	\$73,190	\$87,400	\$90,900	95,500
5073-08	Pers Retirement EE	\$5,657	\$6,000	\$6,200	6,200
5075-08	Pers Retirement	\$266,027	\$296,400	\$272,700	267,500
5077-08	Pers Replacement Benefit - Klein	\$7,401	\$7,500	\$7,500	7,500
5078-08	PERS Survivor Benefits	\$602	\$700	\$700	700
5079-08	Deferred Comp	\$13,800	\$14,400	\$14,400	13,200
5080-08	FICA/Medicare	\$27,869	\$30,000	\$30,000	23,400
5085-08	SUI	\$1,344	\$1,600	\$1,600	1,700
5095-08	Training/Conferences	\$5,433	\$7,500	\$10,000	10,500
5096-08	Post Training - Reimbursable	\$0	\$1,000	\$1,000	1,000
5137-08	GASB 68 - Unfunded Liability	\$178,991	\$209,500	\$209,500	201,500
5139-08	Advanced Disability(Pers Reimburses)	\$4,500	\$0	\$0	0
5425-08	IT Support	\$22,104	\$30,000	\$30,000	30,000
5710-08	Animal Regulation Services	\$1,328	\$2,500	\$4,000	4,000
5715-08	Auto Fuel	\$35,942	\$30,000	\$35,000	37,000
5720-08	Auto Maintenance - Police Vehicles	\$12,565	\$20,000	\$20,000	22,000

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
5721-08	Auto Detailing - Car Washes	\$2,818	\$2,000	\$3,000	3,100
5723-08	Mobile License Fee	\$2,980	\$3,200	\$3,200	3,300
5725-08	Criminal Justice & CLETS Systems	\$25,675	\$37,500	\$37,500	39,400
5727-08	911 Center - Dispatch Services	\$43,348	\$37,450	\$37,450	39,300
5740-08	Employee Screening	\$2,902	\$0	\$3,500	0

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
5745-08	Equipment Purchase	\$5,080	\$10,000	\$10,000	10,000
5746-08	Range Fees & Supplies	\$5,741	\$10,000	\$10,000	10,000
5747-08	SRU Annual Contribution	\$5,000	\$5,000	\$5,000	5,000
5760-08	Booking Fees	\$0	\$1,000	\$0	0
5765-08	Reserve Salaries	\$32,461	\$30,000	\$30,000	32,000
5770-08	Computer Equipment/Software	\$5,507	\$5,000	\$7,500	8,000
5785-08	Police Supplies	\$5,706	\$5,000	\$6,000	6,300
5794-08	Special Skills	\$1,200	\$1,200	\$1,200	1,300
5795-08	Uniform Allowance/Purchase	\$10,136	\$10,500	\$10,500	7,000
5796-08	Education Benefit	\$65,267	\$64,100	\$64,400	67,600
5797-08	Arrest/Investigations/Live Scan Fees	\$2,681	\$5,000	\$5,000	5,000
5798-08	Tracnet/IBM Server Maintenance	\$13,793	\$13,500	\$15,000	16,000
5884-08	Security - Locker Room	\$552	\$600	\$700	700
5925-08	Liability Premium	\$146,689	\$103,500	\$114,800	92,300
5929-08	Locker Room Rental Payments	\$4,427	\$4,450	\$5,400	5,600
5934-08	NGEN Radio System Maintenance	\$13,008	\$17,100	\$17,100	18,000
5935-08	NGEN Radio System Infrastructure	\$0	\$9,700	\$9,900	10,200
5945-08	Police Phones	\$13,406	\$17,500	\$13,000	15,000
5965-08	Worker's Comp Premium	\$231,378	\$289,900	\$287,900	453,300
5985-08	Exercise Program	\$2,730	\$3,240	\$3,240	2,900
5997-08	Nighthawk In Car Wifi	\$2,897	\$2,900	\$2,900	3,000
5998-08	Police Internet	\$2,379	\$2,900	\$2,900	3,100
6123-08	EOC Expenses - CSUMB	\$10,000	\$5,000	\$5,000	5,000
6618-08	Motorola Radio Lease - Principal	\$29,527	\$31,110	\$31,200	32,000
6619-08	Motorola Radio Lease - Interest	\$4,994	\$3,420	\$3,350	3,500
	SUB TOTAL PUBLIC SAFETY	\$3,345,474	\$3,446,470	\$3,477,140	3,758,800
	FIRE DEPARTMENT				
5750-09	Fire Contract	\$312,584	\$328,900	\$328,900	345,000

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
SUB TOTAL FIRE DEPARTMENT		\$312,584	\$328,900	\$328,900	345,000
PUBLIC WORKS					
5019-11	Temp Services - P/W			\$1,550	1,500
5020-11	Contract Services - Polaris	\$350	\$2,000	\$2,000	2,100
5020-11	Harris - Storm Water	\$51,574	\$50,000	\$90,000	90,000
5020-11	Harris - Engineering	\$170,461	\$150,000	\$270,000	270,000
5020-11	HF&H (MRWMD) Ordinance/Franchise	\$6,218	\$7,500	\$7,500	7,900
5025-11	Dues and Publications	\$1,005	\$1,100	\$1,100	1,100
5027-11	Permits & Licenses	\$4,813	\$5,100	\$5,100	5,100
5028-11	Pest Control	\$780	\$800	\$800	800
5040-11	Salaries	\$238,003	\$239,100	\$192,700	245,200
5042-11	Cash Outs			\$1,150	1,200
5055-11	Overtime Paid	\$2,121	\$0	\$1,700	2,000
5060-11	Long Term Disability	\$1,845	\$2,000	\$2,000	2,100
5065-11	Dental	\$4,768	\$4,800	\$4,800	5,300
5066-11	Vision	\$735	\$800	\$800	900
5067-11	Life Insurance	\$617	\$700	\$700	800
5070-11	Health Benefits	\$50,645	\$50,700	\$41,200	55,800
5073-11	Pers Retirement EE	\$19,645	\$19,600	\$15,600	15,600
5075-11	Pers Retirement	\$34,990	\$34,900	\$27,100	39,100

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
5078-11	PERS Survivor Benefits	\$169	\$180	\$180	200
5079-11	Deferred Comp	\$3,600	\$3,600	\$2,700	3,600
5080-11	FICA/Medicare	\$4,115	\$4,100	\$3,500	3,600
5085-11	CA SUI	\$336	\$400	\$300	400
5095-11	Training/Conferences	\$276	\$1,000	\$1,000	1,000
5137-11	GASB 68 - Unfunded Liability	\$86,509	\$95,600	\$95,600	97,400
5423-11	Iworq	\$6,800	\$0	\$0	0
5425-11	IT Support	\$1,260	\$2,000	\$2,000	2,100
5720-11	Auto Maintenance - P/W Vehicles	\$8,943	\$15,000	\$15,000	15,000
5795-11	PW Uniform Maintenance/Purchase	\$2,270	\$3,000	\$3,000	3,000
5820-11	Interceptor Vault Maintenance	\$0	\$9,000	\$9,000	9,400
5820-11	3-Year Sediment Removal	\$0	\$37,000	\$37,000	37,000
5845-11	Hope Program	\$30,053	\$35,000	\$50,000	72,000
5855-11	Street Lighting	\$10,544	\$10,000	\$10,000	11,000
5860-11	Street Work/Sidewalk Maintenance	\$3,571	\$15,000	\$15,000	15,000
5861-11	Adopt A Highway	\$3,705	\$4,200	\$4,200	4,200
5865-11	Flags/Banners	\$4,191	\$5,000	\$5,000	5,200
5884-11	PW Trailer Security	\$1,253	\$1,300	\$1,500	1,500
5885-11	PW Supplies	\$4,041	\$5,000	\$5,000	5,000
5888-11	Equipment Rental	\$750	\$1,500	\$1,500	1,500
5889-11	Mtry 1 Water Regional Stormwater	\$11,769	\$13,000	\$13,000	12,500
5898-11	Street Signs	\$954	\$3,500	\$3,500	3,500
5925-11	Liability Premium	\$10,085	\$6,500	\$7,200	14,100
5935-11	Equipment Maintenance	\$256	\$1,000	\$1,000	1,000
5936-11	Storage/Engineer Files	\$3,196	\$3,800	\$3,800	3,800
5945-11	P/W Phones	\$3,424	\$3,500	\$3,500	3,500
5961-11	Refuse Fees	\$5,165	\$6,300	\$6,300	6,300
5963-11	Irrigation/Landscaping	\$416	\$2,000	\$2,000	10,000
5965-11	Worker's Comp Premium	\$20,876	\$86,900	\$86,300	12,100

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
5970-11	Equipment Purchase	\$6,547	\$6,500	\$6,500	6,500
5985-11	Exercise	\$780	\$720	\$540	400
5998-11	Internet	\$1,032	\$1,200	\$1,200	1,200
<i>SUB TOTAL PUBLIC WORKS</i>		<i>\$825,456</i>	<i>\$951,900</i>	<i>\$1,062,120</i>	<i>1,109,500</i>

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
PARKS					
5020-12	Contract Services/Arborist	\$4,050	\$5,000	\$5,000	5,000
5881-12	Parks Supplies	\$1,999	\$3,000	\$3,500	4,000
5935-12	Parks Equip. Maintenance	\$301	\$1,000	\$1,000	1,500
5970-12	Parks Equip. Purchase	\$0	\$2,500	\$1,500	2,000
	SUB TOTAL PARKS	\$6,351	\$11,500	\$11,000	12,500
GOVERNMENT BUILDINGS & FACILITIES					
5884-15	Security	\$2,119	\$2,300	\$3,500	3,700
5915-15	Fire/Bldg/Auto/Cyber Premiums	\$33,186	\$40,000	\$37,500	39,000
6020-15	Maintenance & Repair	\$13,857	\$17,500	\$17,500	18,000
	SUB TOTAL GOVERNMENT BUILDINGS	\$49,162	\$59,800	\$58,500	60,700
COMMUNITY OUTREACH					
5004-18	West End Celebration	\$75,586	\$75,000	\$75,000	75,000
5873-18	Bike Trail Electricity	\$4,403	\$4,000	\$4,000	4,200
5905-18	City Events	\$23,129	\$25,000	\$35,000	35,000
5920-18	Advertising -" Coop "-Newspaper	\$14,526	\$14,000	\$15,100	15,100
5967-18	Public Surveys	\$0	\$0	\$3,900	0
	Community Garden Fencing & Improvements				15,000
6020-18	Maint - Bike Trails/Garden/Art Park	\$4,677	\$6,000	\$6,000	6,300
	SUB TOTAL COMM. OUTREACH	\$122,321	\$124,000	\$139,000	150,600
GRANTS					
5736-08	Bulletproof Vest Grant	\$601	\$2,800	\$1,800	0
6362-00	CSA 74 EMS Grant	\$1,956	\$2,500	\$2,500	2,500
	SUB TOTAL	\$2,558	\$5,300	\$4,300	2,500

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
	SUB TOTAL FOR RECURRING	\$6,602,030	\$6,874,680	\$7,066,240	7,424,800

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
ECONOMIC DEVELOPMENT					
6394-18	Mural Festival	\$60,000	\$55,000	\$66,250	80,000
6399-18	Art Park Events	\$6,639	\$6,000	\$4,000	4,200
6420-00	S of Tioga Reimbursable Expense	\$46,518	\$50,000	\$50,000	50,000
6421-00	S of Tioga Plan Check Fees	\$10,336	\$50,000	\$20,000	20,000
6422-00	S of Tioga Building Inspections	\$40,257	\$75,000	\$30,000	30,000
SUB TOTAL ECONOMIC DEVELOPMENT		\$163,749	\$236,000	\$170,250	184,200
SPECIAL PROJECTS					
5020-05	EMC - Parking Study	\$5,266	\$30,000	\$30,000	
5020-05	EMC - Parking Study CEQA			\$30,000	
5020-05	Parking Study Implementation				
5913-00	Digital Records Management	\$0	\$10,000	\$10,000	10,000
39-6281-18	N of Playa Habitat Conservation Fund	\$0	\$30,000	\$30,000	30,000
6311-05	Housing Element Update (grant)	\$0	\$65,000	\$290,000	
6312-05	General Plan Update (grant)	\$0	\$65,000	\$0	250,000
6308-00	TAMC Row Landscaping Project	\$0	\$35,000	\$0	0
SUB TOTAL SPECIAL PROJECTS		\$5,266	\$235,000	\$390,000	290,000
GRANTS					
5010-12	Calabrese Park CDBG Grant	\$20,250	\$0	\$0	0
5010-12	Per Capita Park Grant	\$28,453	\$0	\$944,143	0
5010-20	Prop 1 SW Contra Costa - Grant	\$6,663	\$180,000	\$366,059	0
5010-20	Prop 1 SW Contra Costa - Match	\$0	\$20,000	\$0	0
5010-20	West End/Catalina IRWM	\$5,949	\$200,000	\$131,902	100,000
5732-00	West Bay Ave	\$13,690	\$0	\$340,462	0
6393-00	Sustainability Grant CEQA Review	\$20,000	\$0	\$0	0
6393-00	CalTrans Sustainable Grant/Matching	\$5,586	\$0	\$0	0

ACCOUNT NUMBER	Description	Actual Expenses FY 21-22	Adopted FY 22-23	Proposed Amend #1 FY 22-23	Proposed FY 23-24
6393-00	CalTrans Sustainable Grant/Reimb	\$43,117	\$0	\$0	0
	SUBTOTAL GRANTS	\$143,708	\$400,000	\$1,782,566	100,000
	TOTAL SPECIAL PROJECTS/GRANTS	\$312,723	\$871,000	\$2,342,816	574,200
	GRAND TOTAL OPERATING EXPENSES	\$6,914,753	\$7,745,680	\$9,409,056	7,999,000
	CAPITAL OUTLAY				
5010-08	3 Police Vehicles	\$0	\$195,000	\$195,000	115,000
5010-08	Storage Container for Police	\$5,000	\$0	\$0	
5010-08	City Hall Improvements/Police Lobby	\$0	\$15,000	\$15,000	20,000
5010-08	Lenslock Body Worn Cameras	\$0	\$0	\$0	25,000
5010-08	Flock Camera System	\$0	\$0	\$0	35,000
5010-11	Street Sweeper Rehabilitation	\$12,228	\$27,800	\$27,800	27,800
5010-11	Dump Truck for P/W	\$0	\$85,000	\$85,000	5,000
5010-15	City Hall Electrical	\$10,855	\$0	\$0	0
5010-15	City Hall Imp/Windows/Server Room	\$22,896	\$0	\$1,000	0
5010-18	Art Park Improvements	\$61,986	\$5,500	\$5,500	25,000
5010-20	Land Purchase		\$0	\$3,800	0
5010-20	Pendergrass Way Improvements	\$54,589	\$0	\$4,500	0
5020-11	Desal Wells Expense	\$6,326	\$7,000	\$7,000	0
	SUBTOTAL CAPITAL OUTLAY	\$173,881	\$335,300	\$344,600	252,800
	GRAND TOTAL EXPENSES	\$7,088,633	\$8,080,980	\$9,753,656	8,251,800

**AGENDA ITEM
9C.**

**Establish an Appropriations Limit for Fiscal
year 2023-2024 Pursuant to Article XIII B of
the California Constitution**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager & Roberto Moreno, RGS Senior Advisor
SUBJECT: Establishing an Appropriations Limit for Fiscal Year 2023-2024
DATE: June 20, 2023

BACKGROUND/DISCUSSION:

Article XIII B of the California Constitution provides that the total annual appropriations subject to limitations of each governmental entity, shall not exceed the appropriations limit of such entity of government for the prior year, adjusted for changes in population and inflation mandated by Proposition 4 (1979) and Proposition 111 (1990), except as otherwise provided in said Article XIII B and implementing state statutes. Pursuant to Article XIII B of the California Constitution, and Section 7900 et seq. of the California Government Code, the City is required to calculate and set its appropriations limit for each fiscal year.

Pursuant to Section 7910 of the California Government Code, the City has made available to the public the documentation used in the determination of the appropriations limit. An appropriations limit of \$16,777,823 was calculated and established for Fiscal Year 2022-2023, and a new appropriations limit for Fiscal Year 2023-2024 has been calculated as \$17,663,692, using the inflation factor and annual percent change in population as required by state law.

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 direct fiscal impact that would result from adopting the proposed annual Appropriations Limit.

RECOMMENDATION:

Staff recommends the adoption of the proposed appropriations limit for Fiscal Year 2023-2024 in the amount of \$17,663,692.

ATTACHEMENTS:

1. Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024
PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION**

WHEREAS, Article XIIIB of the California Constitution provides that the total annual appropriations subject to limitations of each governmental entity, including this City, shall not exceed the appropriations limit of such entity of government for the prior year adjusted for changes in population and inflation mandated by Proposition 4 (1979) and Proposition 111 (1990), except as otherwise provided in said Article XIIIB and implementing state statutes; and

WHEREAS, pursuant to Article XIIIB of the California Constitution, and Section 7900 et seq. of the California Government Code, the City is required to calculate and set its appropriations limit for each fiscal year; and

WHEREAS, based on such calculations the City had determined said appropriations limit and pursuant to Section 7910 of the California Government Code has made available to the public the documentation used in the determination of the appropriations limit; and

WHEREAS, an appropriations limit of \$16,777,823 was calculated and established for Fiscal Year 2022-2023, and a new appropriations limit for Fiscal Year 2023-2024 has been calculated as \$17,663,692 illustrated on Exhibit A, attached hereto and incorporated herein by this reference, using the inflation factor and population increase factor allowed by state law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City that the appropriations limit for Fiscal Year 2023-2024 shall be and is hereby established in the amount of \$17,663,692.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 20th day of June, 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Kerry Lindstrom, City Clerk

EXHIBIT A
CITY OF SAND CITY
APPROPRIATIONS LIMIT CALCULATION
FISCAL YEAR 2023-2024

A. LAST YEAR'S LIMIT \$16,777,823

B. ADJUSTMENT FACTORS

1. Sand City Population Growth Ratio = $\frac{0.80 + 100}{100}$ = 1.0080

2. Inflation Ratio (Per Capita Income) = $\frac{4.44 + 100}{100}$ = 1.0444

C. Annual Ratio (increase) = 1.0444×1.0080 = 1.0528

D. THIS YEAR'S LIMIT (FY 2023-2024)
(\$16,777,823 X 1.0528 = \$17,663,692) \$17,663,692

**AGENDA ITEM
9D.**

**Approving the First Amendment to the
City Manager Employment Agreement
Between the City of Sand City and Vibeke
Norgaard**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Adam U. Lindgren, Interim City Attorney
SUBJECT: Resolution of the City Council of Sand City Approving the First Amendment to the City Manager Employment Agreement Between the City of Sand City and Vibeke Norgaard
DATE: June 20, 2023

BACKGROUND/DISCUSSION:

The City entered into an employment agreement with Vibeke Norgaard on April 6, 2022 ("Agreement") pursuant to which Ms. Norgaard serves as the City Manager for the City. The City Council recently completed an annual evaluation of the City Manager and desires to modify the compensation provisions of the Agreement to increase Ms. Norgaard's compensation and adjust her health insurance coverage. At the request of the City Council, the City Attorney's office has prepared the attached resolution authorizing the First Amendment to the Agreement and the related First Amendment.

The First Amendment will increase Ms. Norgaard's annual salary by \$16,500, from \$199,500 to \$216,000 effective July 1, 2023. Ms. Norgaard's annual salary will again be increased on July 1, 2024 from \$216,000 to \$232,500 plus an increase equal to the United States Department of Labor Consumer Price Index for All Urban Consumers San Francisco-Oakland-Hayward All Items from April 2023 to April 2024. Last, effective July 1, 2023, the First Amendment will increase the amount that the City contributes for health insurance coverage to reflect the full cost of the City's standard family health insurance coverage. All other provisions of Ms. Norgaard's Employment Agreement will remain the same.

CEQA:

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

RECOMMENDATION:

To adopt a resolution approving the First Amendment to the City Manager Employment Agreement between Sand City and Vibeke Norgaard.

RESULT OF RECOMMENDED ACTION:

This item will amend Vibeke Norgaard's employment agreement to increase Ms. Norgaard's salary by \$16,500 effective July 1, 2023, an additional \$16,500 plus a CPI increase effective July 1, 2024, and a health insurance benefit to reflect the full cost of the City's standard family health insurance coverage.

ATTACHMENTS:

1. Resolution
2. Employment Agreement Amendment

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

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING THE FIRST
AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SAND CITY AND VIBEKE NORGAARD**

WHEREAS, the City entered into an employment agreement Vibeke Norgaard (the “Agreement”), whereby Norgaard commenced employment as City Manager on April 6, 2022;

WHEREAS, the City recently reviewed Norgaard’s performance in the prior year and concluded that her overall performance was “excellent”; and

WHEREAS, the City Council desires to amend the terms of Norgaard’s employment agreement to reflect her excellent performance as City Manager by increasing her salary by \$16,500 effective July 1, 2023, a \$16,500 plus a CPI increase equal to the percentage in the United States Department of Labor Consumer Price Index for All Urban Consumers San Francisco-Oakland-Hayward All Items from April 2023 to April 2024 effective July 1, 2024, and a health insurance benefit to cover the full cost of the City’s standard family health insurance coverage.

**NOW, THEREFORE, THE CITY COUNCIL OF SAND CITY HEREBY RESOLVES AS
FOLLOWS:**

Section 1. The foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. The Sand City City Council approves the First Amendment to the City Manager Employment Agreement between the City and Vibeke Norgaard attached hereto. The Mayor is authorized to execute the First Amendment on behalf of the City.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of Sand City on this 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Kerry Lindstrom, City Clerk

5385579.2

**FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF SAND CITY AND VIBEKE NORGAARD**

This First Amendment is made and entered into at Sand City, California this 21st day of June, 2023, by and between the City of Sand City, a municipal corporation (“City”) and Vibeke Norgaard, an individual (“Norgaard”).

WITNESSETH:

WHEREAS, the City employs the services of Norgaard as City Manager of the City pursuant to an employment agreement effective on April 6, 2022 (“Employment Agreement”); and

WHEREAS, the City desires to assure the continuous service of Norgaard in such official capacity as provided for in the Municipal Code by amending certain salary and benefits of her employment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and stipulations herein contained, the parties hereto agree to amend the Employment Agreement as follows:

1. **Section 9** of the Employment Agreement “Base Salary and Salary Adjustment” is amended and replaced to provide as follows:

(a) The City shall pay Norgaard a base annual salary of ONE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$199,500.00), less all applicable federal, state and local withholding. Such compensation shall be paid to Norgaard on a monthly basis.

(b) The base annual salary the City shall pay Norgaard shall increase, on July 1, 2023, from ONE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$199,500.00) to TWO HUNDRED SIXTEEN THOUSAND DOLLARS (\$216,000.00), less all applicable federal, state, and local withholding, and paid to Norgaard on a monthly basis.

(c) The base annual salary the City shall pay Norgaard shall additionally increase, on July 1, 2024, from TWO HUNDRED SIXTEEN THOUSAND DOLLARS (\$216,000.00) to TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$232,500.00) plus the percentage increase if any in the United States Department of Labor Consumer Price Index for All Urban Consumers San Francisco-Oakland-Hayward All Items from April 2023 to April 2024 (CPI), less all applicable federal, state, and local withholding, and paid to Norgaard on a monthly basis.

2. **Section 10(c)** of the Employment Agreement related to “Benefits” shall be amended as follows:

Norgaard will receive a monthly health insurance contribution toward her premium to cover the full cost of the City’s standard family health insurance coverage. This amount may be adjusted yearly for the same level of coverage offered to all full-time employees. Norgaard shall receive the same dental and optical insurance coverage and benefits provided to other employees of the City.

Except as modified herein, all other provisions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sand City has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and NORGAARD has signed and executed this First Amendment.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CITY OF SAND CITY

VIBEKE NORGAARD

Mary Ann Carbone, Mayor
City of Sand City

Vibeke Norgaard

ATTEST:

Kerry Lindstrom, City Clerk

APPROVED AS TO FORM:

Adam Lindgren, Interim City Attorney

5385615.3

**AGENDA ITEM
9E.**

**Authorize the City Manager to Execute a
Professional Service Agreement With
California Consulting Not to Exceed
\$55,000 to Perform Grant Related Services**



City of Sand City

STAFF REPORT

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager,
DATE: June 20, 2023
SUBJECT: Professional Services Agreement for Grant Writing Services

BACKGROUND/DISCUSSION:

Sand City's small staff has lacked the capability over the past many years to research, apply for and administer grants that might assist it to fund City projects. In January of 2023, the Council approved a contract with California Consulting LLC, a California-based full-service grant writing firm.

California Consulting (CC) conducts grant research and identification, grant writing, grant administration/reporting and post award compliance as well as program evaluation. California Consulting's 26 team members provide grant services for approximately 80 public agencies across California. Over the past months, the City Manager, the Chief of Police and City Planning staff have met with California Consulting, identified funding needs, and considered available potential federal and state grants.

To date CC has applied for the following grants on behalf of the City:

- ❖ State Coastal Conservancy - Pre-Proposal Application for \$184,639
- ❖ Department of Cannabis Control (DCC) - Cannabis Local Jurisdiction Retail Access Grant for Phase I Ask \$115,000
- ❖ USDOJ - BJA FY23 Body-worn Camera Policy and Implementation Program for \$34,000

The City's current agreement with CC is on a per grant basis, meaning the City pays for each grant CC applies for based on the amount requested in the grant application. After using this fee arrangement for the past several months, the City Manager, in consultation with EMC planning, has determined that a flat rate fee arrangement would be more beneficial to the City. A flat fee arrangement does not create a limit on the number of grant opportunities the City chooses to pursue.

The term of the proposed agreement is until June 30, 2024 and would be a flat fee of \$4,250 per month plus expenses. The fee covers CC's work including: meetings to ascertain needs and goals; background research on grants; advice on best grants for City to pursue based on project and grant requirements; the preparation of all grant applications; as well as grant administration.

CEQA:

The approval of a service agreement does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

FISCAL IMPACT:

The contract would be a \$51,000 annually plus reimbursable expenses. As written the contract caps those expenses at \$4,000. This item has been included in the draft Administration budget for FY 23-24 consider by Council on June 20, 2023.

RECOMMENDATION:

Staff recommends approval of the attached Resolution authorizing the City Manager to execute a professional services agreement with California Consulting, Inc. in an amount not to exceed \$55,000.

ATTACHMENTS:

1. Resolution
2. Draft Agreement
3. Proposal from California Consulting

CITY OF SAND CITY

RESOLUTION SC 23-___, 2023

**RESOLUTION OF THE SAND CITY COUNCIL AUTHORIZING THE CITY MANAGER
TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH
CALIFORNIA CONSULTING AT A COST NOT TO EXCEED \$55,000 TO
PERFORM GRANT RELATED SERVICES**

WHEREAS, grant funding through state, federal and private sources provides additional revenue enhancement to cities; and

WHEREAS, California Consulting specializes in the identification and preparation of comprehensive grant applications, and further conducts post award administration; and

WHEREAS, California Consulting serves over 80 clients statewide, is the largest grant writing firm in California and boasts a team of 30 individuals with proven expertise in expertise in representing public agencies and non-profit organizations.

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

- 1) Authorizes the City Manager to enter into the professional service agreement with California Consulting in substantially the same form and as approved by the City Attorney as attached hereto as Attachment 1.
- 2) California Consulting shall maintain a City business license for the duration of the term of the Agreement.

PASSED AND ADOPTED by the City Council of Sand City this 20th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED:

Kerry Lindstrom, City Clerk

SHORT FORM PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAND CITY AND
(Professional)

THIS AGREEMENT for consulting services is made by and between the City of Sand City, a California municipal corporation ("City"), and California Consulting, Inc., a California Corporation ("Professional") as of _____, 2023.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2024. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 10. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 11.

Section 3. STANDARD OF PERFORMANCE.

- 3.1 Standard of Performance. Professional shall perform all services and prepare all work products required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession.
- 3.2 Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

Section 4. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed fifty-five thousand dollars (\$55,000), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 4.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs

incurred prior to the invoice date, which describe the work performed by Professional. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

- 4.4 Reimbursable Expenses. Reimbursable expenses, if any, shall not exceed four thousand dollars (\$4,000). Expenses beyond this amount are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 4.5 Payment upon Termination. In the event that the City or Professional terminates this Agreement pursuant to Section 10, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 4.6 Authorization to Perform Services. The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 5. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 6. INSURANCE REQUIREMENTS. Professional shall comply with the insurance requirements contained in Exhibit C and shall procure, at its own cost and expense all insurance coverages listed in Exhibit C before beginning any work under this Agreement.

Section 7. INDEMNIFICATION.

- 7.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this

indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 7.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 7.3 Design Professional. Notwithstanding Section 8.1 and 8.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 8. STATUS OF PROFESSIONAL.

- 8.1 Independent Contractor. At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of the City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

- 8.2 Professional Not an Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever

as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 9. LEGAL REQUIREMENTS.

- 9.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 9.2 Compliance with Applicable Laws. Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 9.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 9.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain a valid Business License from City during the term of this Agreement.
- 9.5 Nondiscrimination and Equal Opportunity. Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby. Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 10. TERMINATION AND MODIFICATION.

- 10.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such

compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 10.2. Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 10.3. Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.
- 10.4. Assignment and Subcontracting. City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 10.5. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 10.6. Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 10.6.1 Immediately terminate the Agreement;
 - 10.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 10.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 10.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 4 if Professional had completed the work.

Section 11. KEEPING AND STATUS OF RECORDS.

- 11.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 11.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 11.3 Inspection and Audit of Records. Any records or documents that Section 11.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City.

Section 12 MISCELLANEOUS PROVISIONS.

- 12.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of 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. The court may set such fees in the same action or in a separate action brought for that purpose.
- 12.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 12.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement 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.
- 12.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

12.6 Conflict of Interest. Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.

12.7 Solicitation. Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

12.8 Contract Administration. This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

12.9 Notices. Any written notice to Professional shall be sent to:

Att. Mr. Samuelian
California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA. 90245

Any written notice to City shall be sent to:

Att. City Manager; 1 Pendergrass Way, Sand City, CA 93955

12.10 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

12.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A and the insurance requirements attached hereto and

incorporated herein as Exhibit B represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.12 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City’s Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF SAND CITY

PROFESSIONAL

Vibeke Norgaard, City Manager

Steve Samuelian, CEO

Date: _____

Date: _____

Attest:

Kerry Lindstrom, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT A

CALIFORNIA CONSULTING PROPOSAL

EXHIBIT B

Insurance Requirements

Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

1. Workers' Compensation. Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

2. Commercial General and Automobile Liability Insurance.
 - 2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile

liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
- 2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
 - b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
 - d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.
 - 3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - 3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 - 3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.
4. All Policies Requirements.
 - 4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
 - 4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

5. Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



A Proposal for the City of Sand City

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California, and Central California, we have almost 100 clients statewide. We have 45 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.6 billion for our clients since inception. The California Consulting team boasts approximately 30 grant writers. Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1400 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

California Consulting is a full-service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post-award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client on an ongoing basis. This relationship-building is the key to keeping the grants pursued on target with the client's overall goals. Sample questions asked during the Needs Assessment:
 - a) List and describe any program initiatives or priority projects.
 - b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
 - c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
 - d) List past grants that your agency has received.
 - e) List past grant applications you would like to revise and submit again.

2. **Facilitation of Department Decision-Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.
3. **Grant Research and Identification:** Our Project Manager conducts thorough research on an ongoing basis. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress, and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide the required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality of the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.

Below is a list of general tasks for our grant process:

- a. Create a task timeline with due dates
 - b. Ensure the proposed project meets the grant agency's requirements
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Obtain letters of support when necessary
 - g. Draft proposals and send to staff for review
 - h. Incorporate staff edits in final drafts
 - i. Submit completed application timely
 - j. Monitor the funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on, and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
 7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
 8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order

to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.

9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.
10. **Grant Administration:** Some grants require post-award compliance, reporting, and administration. California Consulting will prepare the required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting, and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted, and grants awarded. This will provide you and your Council with a clear report on our work.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 40 cities across California, almost 40 School Districts, Non-Profits, and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post-award administration as needed. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency's instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√

Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post-award compliance as needed	√

We propose a flat monthly rate of **\$4,250.00**, plus reimbursement of out-of-pocket expenses for services explained above.

**AGENDA ITEM
9D.**

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