



CITY COUNCIL REGULAR MEETING

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

TUESDAY, JULY 16, 2024

5:30 PM

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

City Council Regular Meeting - Tuesday, July 16, 2024
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 WEBINAR LIVE:

<https://us02web.zoom.us/j/88349100938>

Webinar ID: 883 4910 0938

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

Webinar ID: 883 4910 0938#

If prompted to enter a participant ID, press #

**TO PARTICIPATE IN PERSON:
City Hall Council Chamber
1 Pendergrass Way
Sand City, CA**

How to submit written Public Comments:

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

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

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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

5. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency. The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

6. CONSENT CALENDAR

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

- 6A. Approve the City Council Regular Meeting Minutes for February 21, 2023 and the Special Meeting Minutes and Regular Meeting Minutes for June 18, 2024.

[Draft Minutes](#)

- 6B. Approve a Resolution Rescinding and Replacing Resolution SC 24-43 and Approving the City's Fiscal Year 2023-2024 General Employees Salary Schedule and the City's 2022-2024 POA Salary Schedule

[Staff Report](#)

[Resolution](#)

[General Employees Salary Schedule](#)

[Police Salary Schedule](#)

- 6C. Approve a Resolution 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

[Staff Report](#)

[Resolution](#)

[Agreement](#)

- 6D. Approve a Resolution Approving the City's Workplace Violence Prevention Plan

[Staff Report](#)
[Resolution](#)
[Workplace Violence Prevention Plan](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

- 8A. Presentation to the City Council on Multi-Use Bike Trail and Consideration of Letter to the City of Seaside Regarding Multi-Use Bike Trail
[Letter of Intent](#)

9. PUBLIC HEARING

10. NEW BUSINESS

- 10A. Approve a Resolution Approving a Second Amendment to City Manager Employment Agreement
[Staff Report](#)
[Resolution](#)
[Agreement](#)
- 10B. Approve a Joint Resolution of the City Council of Sand City and the Successor Agency of the Redevelopment Agency Appointing Adam U. Lindgren as City Attorney and General Counsel
[Staff Report](#)
[Resolution](#)
- 10C. Approve a Three Year Service Agreement with EMC Planning Group, Inc. for Professional Planning Services
[Staff Report](#)
[Resolution](#)
[Exhibits A, B, and C](#)
- 10D. Approve a Resolution Approving a Professional Service Agreement with Harris & Associates to Provide City Engineering Services for Fiscal Years 2024-25, 2025-26, and 2026-27, in the Amount of \$840,000 and Authorizing the City Manager to Execute Said Agreement
[Staff Report](#)
[Resolution](#)
[Proposal](#)
[Agreement](#)

11. COMMENTS BY COUNCILMEMBERS ON ITEMS OF INTEREST TO SAND CITY

12. ADJOURNMENT

The current agenda is available in PDF format on our website at:

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 Regular Meeting Minutes for February 21, 2023 and the Special Meeting Minutes and Regular Meeting Minutes for June 18, 2024.

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

City Council Regular Meeting - Tuesday, February 21, 2023 5:30 PM

As allowed by Assembly Bill AB 361, this meeting was conducted in person and by
teleconference.

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

1. ROLL CALL

Present: Mayor Carbone
Vice Mayor Blackwelder
Councilmember Hawthorne
Councilmember Sofer

Absent: Councilmember Cruz

Staff: City Manager Vibeke Norgaard
Interim City Attorney Palmer Hilton
City Clerk Connie Horca

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Reverend Robert Hellam.

3. INVOCATION

The invocation was led by Reverend Robert Hellam.

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

Mayor Carbone stated the Mayor's Report will be sent via email.

City Manager Vibeke Norgaard announced Palmer Hilton is attending the Council Meeting on behalf of Interim City Attorney Adam Lindgren. This meeting is Connie Horca's last Council Meeting before her retirement. Five candidates were interviewed during the City Clerk recruitment, a conditional offer of employment was given, and the candidate accepted with a starting date of March 13, 2023. A new temporary employee has started and is training with Finance. RGS will take the lead in HR. EMC will take lead in the Planning Department with planners in the office 2 days a week.

5. COMMUNICATIONS

No public comment received.

6. CONSENT CALENDAR

Upon motion by Councilmember Hawthorne and seconded by Vice Mayor Blackwelder, Councilmember Cruz absent, the Council voted 4-0-1 to approve the Consent Calendar.

6A. Approved February 7, 2023 Council Meeting Minutes.

6B. Approved Successor Agency Resolution SA 23-01 Authorizing the Successor Agency Executive Director to execute a Professional Services Agreement with RSG, Inc. for Continuing Disclosure and Dissemination Agent Services.

6C. Approved City Donations/Contributions:

1) AIA Monterey Bay 2023 Arts & Architecture Lecture Series - \$250

2) Pajaro Valley Ohlone Indian Council for the MMIWGTS Red Dress Day - \$500

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

8. PRESENTATION

8A. Received a presentation by EMC Planning Group regarding the Housing Element Update.

Public comment received from Luke Kilpatrick.

9. NEW BUSINESS

9A. Consideration of City Resolutions with EMC Planning Group, Inc.

1) Approval of City Resolution Approving the First Amendment of the Service Agreement with EMC Planning Group, Inc. for Preparation of the 6th Cycle Housing Element Update and related CEQA Review for the City of Sand City

2) Approval of City Resolution Approving an Amendment of the Service

Agreement with EMC Planning Group, Inc. to Increase the Budget for Completion of the Parking Plan and Performing the CEQA related Review

No public comment received.

Upon motion by Vice Mayor Blackwelder and seconded by Councilmember Hawthorne, Councilmember Cruz absent, Council voted 4-0-1 to approve Resolution SC 23-11 approving the first amendment of the service agreement with EMC Planning Group, Inc. for preparation of the 6th Cycle Housing Element Update and related CEQA review for the City of Sand City and; approve Resolution SC 23-12 approving an amendment of the service agreement with EMC Planning Group, Inc. to increase the budget for completion of the Parking Plan and performing the CEQA related review.

9B. Update regarding Councilmember Cruz and Consideration of the City procedures set forth in Sand City Charter Section 5 regarding her seat

No public comment received.

City Manager Vibeke Norgaard stated due to Councilmember Cruz medical issue has missed 5 regular meetings and 1 special meeting. Under Section 5 of the City's Charter the Council can declare a vacancy and appoint a replacement. Council directed the City Manager to move forward and bring to Council an item

on the agenda to declare a vacancy and reappointment of Councilmember Cruz' position.

- 9C. Consideration of Cancelling the Regular City Council Meeting Scheduled for March 7, 2023

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Councilmember Cruz absent, Council voted 4-0-1 to cancel the Regular City Council Meeting scheduled for March 7, 2023.

- 9D. Comments by Council Members on Items of Interest to Sand City
Councilmember Sofer mentioned the Sand Box is having a lecture series.

- 9E. Upcoming Meetings/Events
None.

10. ADJOURNMENT

Council adjourned the meeting at approximately 7:15 PM.

Kerry Lindstrom, City Clerk

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

City Council Regular Meeting - Tuesday, June 18, 2024 5:30 PM

1. ROLL CALL

Present: Mayor Carbone
Councilmember Diaz
Councilmember Hawthorne
Councilmember Sofer

Absent: Vice Mayor Blackwelder

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

2. PLEDGE OF ALLEGIANCE

Police Chief David Honda led the Pledge of Allegiance.

3. INVOCATION

No invocation was made.

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

Mayor Carbone announced copies of the Mayor's Report were made available to the public.

City Manager Vibeke Norgaard announced:

- An ATP grant application for the multiuse commuter trail was filed on Monday, June 17, 2024, and thanked staff for all their hard work.
- A Special Council Meeting will be scheduled in early July for a tour/walk through of the South of Tioga hotel project site.
- A large concrete pour is scheduled for July 11, 2024, starting at 11:00 PM.
- A fence has been placed at the Salvation Army to protect the habitat.
- A blood drive is scheduled for June 19, 2024, at City Hall.

5. COMMUNICATIONS

No public comment received.

6. CONSENT CALENDAR

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve the Consent Calendar.

6A. Approved the City Council Special Meeting and Regular Meeting Minutes for June 4, 2024.

6B. Accepted City/Successor Agency Financial Reports from May 2024.

- 6C. Approved Resolution SC 24-36 establishing a special revenue fund for the long-term maintenance of environmentally sensitive areas impacted by development.
- 6D. Approved Resolution SC 24-37 authorizing agreement for property tax audit and information services with HDL Coren & Cone, A California Corporation.
- 6E. Approved Resolution SC 24-38 authorizing an amendment to the Memorandum of Understanding between ReGen Monterey and its member agencies regarding assistance with compliance with California Senate Bill 1383.
- 6F. Approved Resolution SC 24-39 authorizing the City Manager to execute Amendment No. 1 to the Monterey Peninsula Special Response Unit Memorandum of Understanding adding the City of Del Rey Oaks as a participating agency.
- 6G. Approved Resolution SC 24-40 authorizing renewal of sheltering agreement with the Society for the Prevention of Cruelty to Animals for Monterey County.

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

No items were pulled.

8. PRESENTATION

No public comment received.

- 8A. Received the 3CE Annual Update from Judith Young, 3CE Senior Account Manager.

9. PUBLIC HEARING

- 9A. Approve a Resolution Approving a Coastal Development Permit (CDP 23-009), Including a Tree Removal Permit and Design Permit for the Proposed Monterey-Salinas Transit (MST) SURF! Bus Rapid Transit Project and Finding the Project Exempt from CEQA per Public Resources Code Section 21080325(b)

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 24-41 approving a Coastal Development Permit (CDP 23-009), including a Tree Removal Permit and Design Permit for the proposed Monterey-Salinas Transit (MST) SURF! Bust Rapid Transit project and finding the project exempt from CEQA per Public Resources Code Section 21080325(b).

10. NEW BUSINESS

- 10A. Consideration and Approval for the Cancellation of the August 6, 2024 Regular City Council Meeting

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Diaz, Vice Mayor Blackwelder absent, Council voted 4-0-1 approving the cancellation of the August 6, 2024 Regular City Council Meeting.

- 10B. Approve a Resolution Establishing a Façade Improvement Program

Public comment received from Katy Matias.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 24-42 establishing a Façade Improvement Program.

- 10C. Approve a Resolution Approving the City's Fiscal Year 2023-2024 General Employees Salary Schedule and the City's 2022-2024 POA Salary Schedule

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Diaz, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 24-43 approving the City's Fiscal Year 2023-2024 General Employees Salary Schedule and the City's 2022-2024 POA Salary Schedule.

- 10D. Approve a Resolution Authorizing the City Manager to Enter Into an Agreement with Motorola Solutions for the Body Worn Camera/In-Car Video System Purchase in an Amount not to Exceed \$71,170.00

No public comment received.

Upon motion by Councilmember Hawthorne and seconded by Councilmember Sofer, Vice Mayor Blackwelder absent, Council voted 4-0-1 to approve Resolution SC 24-44 authorizing the City Manager to enter into an agreement with Motorola Solutions for the body worn camera/in car video system purchase in and amount not to exceed \$71,170.

11. COMMENTS BY COUNCILMEMBERS ON ITEMS OF INTEREST TO SAND CITY

No announcements made.

12. ADJOURNMENT

Council adjourned the meeting at 6:55 PM

Kerry Lindstrom, City Clerk

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

City Council Special Meeting - Tuesday, June 18, 2024
4:00 PM

Mayor Carbone called the meeting to order at 4:00 PM.

1. ROLL CALL

Present: Mayor Carbone
Councilmember Diaz
Councilmember Hawthorne
Councilmember Sofer

Absent: Vice Mayor Blackwelder

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

2. COMMUNICATIONS

No public comment received.

3. CLOSED SESSION

City Council/Successor Agency Board to adjourn to Closed Session regarding:

Mayor Carbone stated for the record Item 3B would be considered before 3A, then Council will consider Items 3A and 3C in that order.

3A. Conference with labor negotiators pursuant to Government Code §54957.6.
Negotiators: Adam Lindgren, Interim City Attorney. Employee: City Manager

3B. Performance Evaluation Public Employee pursuant to Government Code §54957
Title: Interim City Attorney

3C. Conference with real property negotiator pursuant to Cal. Gov. Code section 54956.8 (price and terms of payment). Property: APNs 011-124-001; 011-124-015 011-124-013; 011-124-014; 011-132-003 in Sand City. City Negotiators: Vibeke Norgaard, City Manager; Adam Lindgren, City Attorney Other parties: John D. Carlson; Irma Haber; Arther and David G. Ayers; Barbara P. Bailey; Bertha J. Chevaria; Maritess and Sylvestre Ygay.

3D. 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 on Items 3A and 3C, Council received information and provided direction, no reportable action taken.

City Manager Vibeke Norgaard reported on Item 3B, the Council conducted the Interim City Attorney's Performance Evaluation and concluded overall the Interim City Attorney's performance has been exemplary.

4. ADJOURNMENT

Council adjourned the meeting at approximately 5:45 PM.

Kerry Lindstrom, City Clerk

modification or accommodation.

**AGENDA ITEM
6B.**

**Approve a Resolution Rescinding and
Replacing Resolution SC 24-43 and
Approving the City's Fiscal Year 2023-2024
General Employees Salary Schedule and
the City's 2022-2024 POA Salary Schedule**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Rescind and Replace Resolution SC 24-43 to Approve Fiscal Year 2023-2024 Salary Schedule for General Employees, and 2022-2024 Salary Schedule for POA
DATE: July 16, 2024

BACKGROUND/DISCUSSION:

Resolution SC 24-43 was approved by Council at the June 18, 2024 City Council meeting. The resolution contained a typo authorizing the City Manager to create a position for Police Administrative Analyst which is incorrect. The position should be reflected as Administrative Analyst. This item is simply a correction of that error.

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

Per the employment contract with the Chief of Police effective July 1, 2023, *Item E; Section 3. Salary and Compensation*, the Chief's salary can be reviewed annually and may be adjusted as determined by the City based on his performance, economic conditions, or other factors as may be determined by the City Manager. June 30, 2024, will mark one year that Chief Honda has held the Police Chief position with the City of Sand City. In this year, the Chief has shown that he is an asset to the City of Sand City. He has accomplished several internal audits, DOJ and POST audits, completed AB 481 requirements that had been past due, among many other accomplishments. Staff recommends that City Council recognize this exemplary performance with the requested salary schedule amendment of \$199,734.50 annually for the Police Chief.

The City currently has a filled position titled, "Administrative Assistant/Account & Permit Technician" (annual salary \$54,364.44-\$69,384.33). This job title/classification is broad and creates difficulty in assigning appropriate tasks related to the position. Staff recommends

eliminating the current title of Administrative Assistant/Account & Permit Technician” and create a new job title/classification of “Accounting Technician” that will have more defined and higher level responsibilities, as well as introducing higher level accounting work and the inclusion of more complex tasks.

The Accounting Technician position at nearby local agencies has an average salary range of \$65,416-\$79,075. Staff is recommending the Accounting Technician salary range with the City of Sand City be adjusted to \$58,168-\$74,239.

The resolution would authorize the City Manager to prepare a job description for this position. The essential functions and responsibilities of the new Accounting Technician would be to maintain, reconcile and analyze ledgers and accounting reports, perform complex tasks pertaining to accounts receivable, grants, and loans, maintain, review, and reconcile expenditure records, preparing purchase orders, maintain vendor and purchase order files, among other duties related to the current position.

The proposed FY 2023-2024 General Employees Salary Schedule reflects the following changes:

- Staff is requesting an amendment to the salary schedule to add an Accounting Technician (annual salary range of \$58,168-\$74,239).
- The amendment would remove the position of Administrative Assistant/Account & Permit Technician (annual salary \$54,364-\$69,384).

The proposed FY 2022-2024 POA Salary Schedule reflects the following changes:

- Staff is requesting an amendment to the salary schedule to adjust the Police Chief Salary to \$199,734.50.

CEQA:

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

FISCAL IMPACT:

The amendment for the new position of Accounting Technician will have an impact to the budget of \$4,855 annually which has already been included in the FY 24/25 budget. The amendment to the Police Chief salary range will have an impact to the budget of \$22,325 annually which has already been included in the FY 24/25 budget.

RECOMMENDATION:

It is recommended that the Council approve the FY 2023-2024 General Employees Salary Schedule and the FY 2022-2024 POA Salary Schedule Resolution.

ATTACHMENTS:

1. Resolution
2. 2023-24 General Employees Salary Schedule
3. 2022-24 POA Salary Schedule

**CITY OF SAND CITY
RESOLUTION SC 24-____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY RESCINDING AND
REPLACING RESOLUTION SC 24-43 AND APPROVING THE CITY'S FISCAL YEAR
2023-2024 GENERAL EMPLOYEES SALARY SCHEDULE AND THE CITY'S 2022-
2024 POA SALARY SCHEDULE**

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

WHEREAS, the City of Sand City established a salary schedule for General City employees by Resolution SC-29, 1991 and revised the salary schedule in Resolutions SC 94-08, 1984; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021; 22-13, 2022; 23-23, 2023; 23-35, 2023; 23-52, 2023; and 24-25, 2024; and

WHEREAS, the City of Sand City established a salary schedule for POA employees by Resolution SC-29, 1991 and revised the salary schedule in Resolutions SC 94-08, 1984; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 20-86, 2020; 21-46, 2021; 23-26, 2023; and 24-25, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby adopt the revised salary schedules attached to this resolution and authorizes the City Manager to take all necessary actions to create a position for an Accounting Technician.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of July, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

2023-2024 General Employees

Range Placement Table

2.5% Between Ranges; 5% Between Steps

Range #	Recommended Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Maxium Step 6
36	Maintenance Worker II	Hourly	25.4840	26.7582	28.0961	29.5009	30.9760	32.5248
		Monthly	4,417.23	4,638.09	4,870.00	5,113.50	5,369.17	5,637.63
		Annual	53,006.76	55,657.10	58,439.95	61,361.95	64,430.05	67,651.55
39	Administrative Assistant/ Account and- Permit Technician	Hourly	26.1360	27.4428	28.8149	30.2557	31.7685	33.3569
		Monthly	4,530.37	4,756.89	4,994.73	5,244.47	5,506.69	5,782.03
		Annual	54,364.44	57,082.66	59,936.80	62,933.63	66,080.32	69,384.33
39	Accounting Technician	Hourly	27.9655	29.3638	30.8320	32.3736	33.9922	35.6919
		Monthly	4,847.35	5,089.72	5,344.21	5,611.42	5,891.99	6,186.59
		Annual	58,168.24	61,076.65	64,130.48	67,337.01	70,703.86	74,239.05
40	Maintenance Worker III	Hourly	27.4760	28.8498	30.2923	31.8069	33.3972	35.0671
		Monthly	4,762.66	5,000.79	5,250.83	5,513.37	5,789.04	6,078.50
		Annual	57,151.92	60,009.52	63,009.99	66,160.49	69,468.52	72,941.94
46	Records Administrative Analyst	Hourly	33.2430	34.9052	36.6504	38.4829	40.4071	42.4274
		Monthly	5,762.13	6,050.24	6,352.75	6,670.39	7,003.91	7,354.10
		Annual	69,145.56	72,602.84	76,232.98	80,044.63	84,046.86	88,249.20
48	Deputy City Clerk	Hourly	34.2730	35.9867	37.7860	39.6753	41.6590	43.7420
		Monthly	5,940.68	6,237.71	6,549.60	6,877.08	7,220.93	7,581.98
		Annual	71,288.16	74,852.57	78,595.20	82,524.96	86,651.20	90,983.76
50	Public Works Manager*	Hourly	42.7010	44.8361	47.0779	49.4317	51.9033	54.4985
		Monthly	7,401.67	7,771.75	8,160.34	8,568.36	8,996.78	9,446.62
		Annual	88,820.04	93,261.04	97,924.09	102,820.30	107,961.31	113,359.38
52	Finance Manager*	Hourly	42.7010	44.8361	47.0779	49.4317	51.9033	54.4985
		Monthly	7,401.67	7,771.75	8,160.34	8,568.36	8,996.78	9,446.62
		Annual	88,820.04	93,261.04	97,924.09	102,820.30	107,961.31	113,359.38
71	Risk Manager/* Human Resources	Hourly	42.7010	44.8361	47.0779	49.4317	51.9033	54.4985
		Monthly	7,401.67	7,771.75	8,160.34	8,568.36	8,996.78	9,446.62
		Annual	88,820.04	93,261.04	97,924.09	102,820.30	107,961.31	113,359.38
54	City Planner*	Hourly	39.7460	41.7333	43.8200	46.0110	48.3115	50.7271
		Monthly	6,889.38	7,233.85	7,595.54	7,975.32	8,374.08	8,792.79
		Annual	82,672.56	86,806.19	91,146.50	95,703.82	100,489.01	105,513.46
57	City Clerk*	Hourly	42.7520	44.8896	47.1341	49.4908	51.9653	54.5636
		Monthly	7,410.50	7,781.03	8,170.08	8,578.58	9,007.51	9,457.88
		Annual	88,926.00	93,372.30	98,040.92	102,942.96	108,090.11	113,494.61
72	Dir. Of Community Dev/* Assistant City Manager	Hourly	68.2440	71.6562	75.2390	79.0010	82.9510	87.0986
		Monthly	11,829.03	12,420.48	13,041.51	13,693.58	14,378.26	15,097.17
		Annual	141,948.36	149,045.78	156,498.07	164,322.97	172,539.12	181,166.07

Employees not on step plan	Pay Period	Rate
City Manager*	Monthly	18,000.00
	Annual	216,000.00
City Attorney*	Monthly	16,032.89
	Annual	192,394.65

*Denotes exempt positions

Amended: Resolution SC - 29, 1991; 94-08, 1994; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021; 22-13, 2022; 23-23, 2023; 23-35, 2023; 23-52, 2023; 24-25, 2024; 24 ___, 2024 Effective June 18, 2024

2022-2024 Police Officers
Range Placement Table
2.5% Between Ranges; 5% Between Steps

Range #	Recommended Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Maxium Step 6
36	Reserves	Hourly	28.72	30.16	31.66	33.25	34.91	36.65
50	Police Officer 1	Hourly	48.5210	50.9471	53.4944	56.1691	58.9776	61.9265
		Monthly	8,410.42	8,830.94	9,272.49	9,736.11	10,222.92	10,734.06
		Annual	100,925.04	105,971.29	111,269.86	116,833.35	122,675.02	128,808.77
56	Police Sergeant	Hourly	56.8160	59.6568	62.6396	65.7716	69.0602	72.5132
		Monthly	9,848.19	10,340.60	10,857.63	11,400.51	11,970.54	12,569.06
		Annual	118,178.28	124,087.19	130,291.55	136,806.13	143,646.44	150,828.76
62	Police Commander	Hourly	65.8890	69.1835	72.6426	76.2748	80.0885	84.0929
		Monthly	11,420.89	11,991.93	12,591.53	13,221.11	13,882.16	14,576.27
		Annual	137,050.68	143,903.21	151,098.37	158,653.29	166,585.96	174,915.26
Amended: Resolution SC - 29, 1991; 94-08, 1994; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018; 20-86, 2020; 21-46, 2021; 23-26, 2023; 24-25,2024; and 24-____ Effective Date: 06/18/2024								
Exempt Employees: Police Chief Monthly \$16,644.54 Annual \$199,734.50								

**AGENDA ITEM
6C.**

Approve a Resolution 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



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Professional Services Agreement with California Consulting, Inc.
DATE: July 16, 2024

BACKGROUND/DISCUSSION:

In June of 2023, City Council approved an agreement, Resolution SC23-34, with California Consulting, Inc., a California based grant writing firm. California Consulting conducts grant research and alerts the City to upcoming grant deadlines. The City Manager and EMC planners meet with the grant writers on a monthly basis to discuss whether grants are suitable for the City to apply for. California Consulting then works closely with EMC planners, the City Manager and if applicable the City Engineer or other staff to prepare and submit the grants. Over the past year staff have worked closely with California Consulting staff to identify funding needs and consider the potential local, state, and federal grants to fund those needs. To date California Consulting's collaboration with planning and engineering departments have resulted in several grants including the Department of Cannabis Control (\$115,000); the State Coastal Conservancy (\$473,000); and the Association of Monterey Bay Area Governments (\$1.9 million).

The term of the proposed agreement is July 1, 2024 – June 30, 2025, with a rate of \$4,250 per month plus reimbursement of expenses up to \$4,000. California Consulting, Inc services will include: needs assessment; grant research and identification; grant preparation and administration; timely submission; monitoring; monthly progress reports, and facilitation of meetings with the City.

CEQA:

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

FISCAL IMPACT:

The City budgeted \$51,000 for services with California Consulting for fiscal year 24/25. In addition to the \$51,000, the City will reimburse expenses up to \$4,000 for a total of \$55,000.

RECOMMENDATION:

Staff recommends authorizing the City Manager to execute a professional services agreement with California Consulting, Inc. in an amount not to exceed \$55,000 for fiscal year 24/25.

ATTACHMENTS:

1. Resolution
2. Draft Agreement

**CITY OF SAND CITY
RESOLUTION SC 24-___, 2024**

**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 a professional service agreement with California Consulting attached hereto as Attachment 1.
- 2) Requires California Consulting 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 ___ day of July 2024 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 CALIFORNIA CONSULTING, INC.
(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 July 1, 2024.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Proposal 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, 2025. 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. 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.

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 not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

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 A, 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 shall not exceed five hundred dollars (\$4,000). Expenses not listed in Exhibit A 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 B and shall procure, at its own cost and expense all insurance coverages listed in Exhibit B 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 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 Vibeke Norgaard ("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:
Steve Samuelian
California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245

Any written notice to City shall be sent to:
Vibeke Norgaard, 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 proposal 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: _____

Last Revised November 16, 2021

DRAFT

EXHIBIT A
PROPOSAL

DRAFT



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 over 100 clients statewide. We have 51 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 over 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 1,500 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, 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 and 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's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's 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 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 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 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 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 50 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 offers the following pricing option for Grant Writing services.

Pricing Option 1: Monthly Retainer

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post award administration as needed. Items 1 – 11 under Grant Writing is included in the Monthly Retainer Services. 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.

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
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
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 ²
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.

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.

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.

**AGENDA ITEM
6D.**

**Approve a Resolution Approving the City's
Workplace Violence Prevention Plan**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Audrey Cray, HR/Risk Manager
SUBJECT: Resolution to Approve a Workplace Violence Prevention Plan
DATE: July 16, 2024

BACKGROUND/DISCUSSION:

CalOSHA has mandated an Injury and Illness Prevention Plan (IIPP) since July 1991. The IIPP contains an employer's plan to provide a safe and healthy workplace. On September 30, 2023, Governor Newsom signed into law Senate Bill (SB) 553 which requires every California employer to take certain measures to prevent or respond to workplace violence.

The enactment of SB 553 amended Labor Code section 6401.7 and added Labor Code section 6401.9, requiring employers to adopt and implement a Workplace Violence Prevention Plan (WVPP) by July 1, 2024. Although the WVPP is a component of the IIPP, it is a separate plan from the IIPP and therefore not included as part of our existing IIPP. Training related to the City of Sand City's WVPP is also a requirement of SB 553 and will be scheduled at the beginning of Fiscal Year 24-25 for all employees.

CEQA:

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

FISCAL IMPACT:

At this time, there is no fiscal impact related to the adoption of the Workplace Violence Prevention Plan although future training opportunities for the City of Sand City's WVPP may have a small cost associated, of which may fall under the City Manager's authority and funding already budgeted in the FY 2024-2025 budget.

RECOMMENDATION:

It is recommended that the Council approve the City of Sand City's Workplace Violence Prevention Plan.

ATTACHMENTS:

1. Resolution
2. Workplace Violence Prevention Plan

**CITY OF SAND CITY
RESOLUTION SC 24-____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING THE CITY'S
WORKPLACE VIOLENCE PREVENTION PLAN**

WHEREAS, CalOSHA has mandated an Injury and Illness Prevention Plan (IIPP) since July 1991; and

WHEREAS, On September 30, 2023, Governor Newsom signed into law Senate Bill (SB) 553 which requires every California employer to take measures to prevent and respond to workplace violence; and

WHEREAS, the enactment of SB 553 amended Labor Code section 6401.7 and added Labor Code 6401.9; and

WHEREAS, it requires employers to adopt and implement a Workplace Violence Prevention Plan (WVPP) by July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby adopt the Workplace Violence Prevention Plan attached hereto as Attachment 2.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of July 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

City of Sand City

Workplace Violence Prevention Plan

July 16, 2024



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Policy

The City of Sand City is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. Our policy is to establish, implement, and maintain an effective plan as required by SB 533. The regulation requires us to establish, implement, and maintain, at all times in all our facilities, a workplace violence prevention plan for purposes of protecting employees and other personnel from aggressive and violent behavior at the workplace.

Our Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA or his or her designee.

Prohibited Acts

The City of Sand City will not ignore, condone, or tolerate *threats of violence* or *workplace violence* by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- *Threats of violence* include verbal, written, and non-verbal conduct that causes a person to fear for his or her safety because there is a reasonable possibility he or she might be physically injured and that serves no legitimate work-related purpose. Threats of violence are prohibited regardless of whether injury occurs.
- *Workplace violence* includes any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:
 - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
 - An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury.

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime.

Type 2: Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee.

In addition, the City of Sand City prohibits all *dangerous weapons* not used for fire suppression, accident and incident response, emergency medical services, the service of law enforcement, or security duties on all City of Sand City property. Any employee or appointed or elected official in possession of prohibited dangerous weapons on City of Sand City property is in violation of this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor in possession of prohibited dangerous weapons will be banned from the premises. *Dangerous weapon* means an instrument capable of inflicting death or serious bodily injury.

Responsibility and Authority

Workplace Violence Prevention Plan Administrator

The City Manager, or an assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The City Manager or designee will also be able to answer employee questions concerning this plan.

City Manager
(831)394-3054 X 212

Human Resources
hr@sandcityca.org
(831)273-0080

The City Manager, or an assigned designee, shall solicit feedback and input from employees and their authorized representatives in developing and implementing the WVP plan. The active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards at safety meetings and via hazard reporting systems; in designing and implementing training by providing feedback after trainings; and in reporting and investigating workplace violence incidents.

The City Manager, or an assigned designee, shall coordinate implementation of the workplace violence prevention plan with other employers (ex. contracted security staff and other contractors on site), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan. The City Manager will do so by providing this plan to other employers, ensuring that other employers provide appropriate training in this workplace violence prevention plan and any other such applicable plans, and by providing copies of the violent incident log to any other employer whose employees are involved in any workplace violence incidents, whether as victim, perpetrator, or witnesses.

Managers and Supervisors

Responsibilities include:

- Implementing the plan in their work areas.

- Providing input to the Administrator regarding the plan.
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees

Responsibilities include:

- Complying with the plan.
- Maintaining a violence-free work environment.
- Attending all training.
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

Compliance

The Administrator is responsible for ensuring the plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the plan:

- Informing all employees of the plan during new employee safety orientation training and ongoing workplace violence prevention training;
- Ensuring that new employee orientation includes workplace violence prevention policies and procedures;
- Ensuring *all* employees, including managers and supervisors, receive training on this plan;
- Providing training that is appropriate in content and vocabulary to the education level, literacy, and language of employees;
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for plan implementation;
- Evaluating employees to ensure their compliance with the plan and recognizing employees who promote safe practices in the workplace;
- Disciplining employees, appointed or elected officials, and volunteers who engage in threats of violence behaviors, or who fail to comply with this plan, up to and including dismissal; and
- Ensuring training on this plan is conducted on an annual basis.

Communication and Training

Managers and supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees, including by providing employees with a copy of this plan at no cost, upon request. .

Employees are encouraged to inform their supervisors, City of Sand City's Human Resources Department, or law enforcement about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log Information Form (Appendix A) to assist in their reporting of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.

Human Resources
hr@sandcityca.org
(831)273-0080

Sand City Police Department
Non-Emergency Phone #
(831)394-6811

Employees may also anonymously report workplace violence incidents, threats, or risks by sending their report to the City Manager or their designee, or to the Human Resources Department, via interoffice mail.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Administrator who will investigate the incident in a timely manner. The Administrator will then regularly update the employee on the progress of the investigation and inform the employee of the results of their investigation and any corrective actions to be taken as part of the City of Sand City's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential to engage in conduct prohibited by this policy is encouraged to use City of Sand City's confidential Employee Assistance Program:

Concern EAP
Main Phone Number: (800) 344-4222
Website: employees.concernhealth.com

Employee training on workplace violence will include:

- An introduction to this plan, how employees may obtain a copy of this plan at no cost;
- How to participate in the development and implementation of this plan;
- The definitions and requirements of this plan;
- Workplace violence risks that employees may encounter in their jobs and corrective measures that the City has implemented to prevent or respond to these risks;
- How to recognize the potential for violence and escalating behavior;
- Strategies to de-escalate behaviors and to avoid physical harm;
- How to report workplace violence incidents or concerns to the City or Law Enforcement without fear of reprisal;
- City of Sand City's alerts, alarms, or systems, such as sheltering procedures, that are in place to warn of and respond to emergencies;
- How records of violent incidents are kept by the City including the violent incident log;
- City of Sand City's EAP; and
- An opportunity for employees to engage in interactive questions and answers with a person knowledgeable about this plan.

Employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

- General and personal safety measures.
- Aggression and violence-predicting factors.
- The assault cycle.
- Characteristics of aggressive and violent persons.
- Verbal intervention and de-escalation techniques and physical maneuvers to defuse and prevent violent behavior.
- Strategies to prevent physical harm.
- Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and
- An opportunity to practice the taught maneuvers and techniques, including a debriefing session.

Training will occur:

- When the plan is first established.
- At time of hire or transfer.
- Annually thereafter for all employees. Additional trainings may be provided to employees who are assigned to respond to internal alerts, alarms, or systems.
- When new equipment or work practices are introduced; and
- When a new or previously unrecognized workplace violence hazard has been identified

Employees who receive training in a form other than live will have the opportunity to meet with a person knowledgeable on the plan within one business day of the training for interactive questions to be answered.

Procedures

Responding to Actual or Potential Workplace Violence Emergencies

When any employee becomes aware of an actual or potential workplace violence emergency, they shall call 911 immediately.

In the event of an actual or potential workplace violence emergency, when practical and safe to do so, the Chief of Police, or their designee, will alert employees of the presence, location, and nature of the workplace violence through the following methods:

- Text Messaging
- Email

Via phone alert system, AMG Alert (*to be implemented in the future*)

Employees shall implement the run, hide, fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

If no security personnel are located at the worksite, employees shall call 911 to report the incident and request assistance from law enforcement.

Emergencies and Reporting a Crime

For immediate assistance in an emergency that is not associated with a service call, contact emergency services or law enforcement by calling 911. For immediate assistance in an emergency associated with a service call in progress, follow internal procedures for requesting immediate back-up assistance by notifying local law enforcement. Employees should also notify their supervisor, manager, and the Administrator as soon as possible.

Reporting Workplace Violence Concerns

Employees who witness or experience threats of violence or workplace violence can report the incident through their chain of command or directly to Human Resources. Employees may report anonymously and without fear of reprisal by submitting the incident in writing through interoffice mail. A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

Restraining Orders

Employees or other personnel affiliated with the City of Sand City who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Administrator. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Administrator to decide what actions, if any, need to be initiated.

Hazard Assessment

Workplace hazard assessments will include:

- An annual review of the past year's workplace violence incidents; and
- Periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist (Appendix B) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Once a year.
- When the plan is implemented.
- When new, previously unidentified workplace violence/security hazards are recognized; and
- When workplace violence injuries or threats of injury occur.

Hazard Correction

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels.
- Provision of dedicated safety personnel (i.e. security guards).
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented and dated.

Post Incident Response and Investigation

Managers and supervisors will use the Workplace Violent Incident Log (Attachment A) to assist in documenting incidents and investigations.

These procedures will occur following an incident:

- Provide immediate medical care or first aid.
- Identify all employees involved in the incident.
- Offer staff individual trauma counseling resources.
- Additional investigation as warranted by the circumstances.
- Conduct a debriefing with all affected staff.
- Determine if corrective measures developed under this plan were effectively

implemented; solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented, and whether training or plan updates are required; and

- Record the incident in the Workplace Violent Incident Log.

Recordkeeping

- Records of workplace violence hazard identification, evaluation, and correction will be maintained for five years at City Hall in accordance with the recordkeeping requirements of the City of Sand City's Workplace Violence Prevention Plan.
- Training for each employee, including the employee's name, training dates, type of training, contents and summary of training, and training provider (names and qualifications) will be maintained for a minimum of three years.
- The violent incident log shall be maintained for five years. The City shall omit any element of personal identifying information sufficient to allow identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.
- Records of workplace violence incident investigations will be maintained for a minimum of five years. The records shall not contain medical information per subdivision (j) of section 56/05 of the Civil Code.
- All records of workplace hazard identification, evaluation, and correction; training; incident logs and workplace violence incident investigations shall be made available to Cal/OSHA upon request for examination and copying.
- The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request:
 - Records of workplace violence hazard identification, evaluation, and correction.
 - Training records.
 - Violent incident logs.

As required by California Code of Regulations (CCR), Title 8, Section 342(a). Reporting Work-Connected Fatalities and Serious Injuries, [Name of employer] will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

Annual Review

The City of Sand City's Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

- Staffing;
- Sufficiency of security systems.
- Job, equipment, and facility design and risks.
- Modifications or additions to tasks and procedures that affect plan implementation.
- Newly identified hazards.
- Prior year incidents.
- Identified deficiencies; and
- Feedback provided by employees and their authorized representatives.

Appendix A

WORKPLACE VIOLENT INCIDENT LOG

This form must be completed for every report of violence in the workplace.

Incident ID #*:	Date and Time of Incident:	Department:
Specific Location of Incident:		

* Do not identify employee by name, employee #, or SSL. The Incident ID must not reflect the employee's identity)

Describe Incident (Include additional pages if needed):

Incident Type (refer to definitions section in WVPP):

☐ Type 1 violence	☐ Type 2 violence	☐ Type 3 violence
☐ Type 4 violence		

Assailant information:

☐ Patient	☐ Client	☐ Customer
☐ Family or Friend of Patient	☐ Family or Friend of Client	☐ Family or Friend of Customer
☐ Partner/Spouse of Victim	☐ Parent/Relative of Victim	☐ Co-Worker/Supervisor/Manager
☐ Former Partner/Spouse of Victim	☐ Animal	☐ Person In Custody
☐ Robber/Burglar	☐ Passenger	☐ Stranger
☐ Student	☐ Other:	

Circumstances at time of incident:

☐ Employee Performing Normal Duties	☐ Poor Lighting	☐ Employee Rushed
☐ Employee Isolated or Alone	☐ High Crime Area	☐ Low Staffing Level
☐ Unable to Get Help or Assistance	☐ Working in a Community Setting	☐ Unfamiliar or New Location
☐ Other:		

Location of Incident:

☐ City Building- interior	☐ Personal Residence	☐ Hallway
☐ Other Building	☐ Restroom or Bathroom	☐ Parking Lot or Outside Building
☐ Public Place	☐ Breakroom	☐ Cafeteria
☐ Other:		

Type of Incident (check as many apply):

☐ Robbery	☐ Grabbed	☐ Pushed
☐ Verbal Threat or Harassment	☐ Kicked	☐ Scratched
☐ Sexual Threat, Harassment, or Assault	☐ Hit with an Object	☐ Bitten
☐ Animal Attack	☐ Shot (or Attempted)	☐ Slapped
☐ Threat of Physical Force	☐ Bomb Threat	☐ Hit with Fist
☐ Threat of Use of Weapon or Object	☐ Vandalism (of Victim's Property)	☐ Knifed (or Attempted)
☐ Assault With A Weapon or Object	☐ Vandalism (of Employer's Property)	☐ Arson
☐ Robbery	☐ Other:	

Consequences of incident:

Medical care provided? ☐ Yes ☐ No	Law enforcement called? ☐ Yes ☐ No	Security contacted? ☐ Yes ☐ No
Did anyone provide assistance to conclude the event? ☐ Yes ☐ No		Days lost from work (if any) _____
Actions taken by employer to protect employees from a continuing threat? ☐ Yes ☐ No		

Completed by:

Name:	Title:	Date:
-------	--------	-------

Telephone:	Email:	
Signature:	Telephone:	
Reported to City (date/name):	Qualifying injury to Cal/OHSA report:	

Appendix B

WORKPLACE VIOLENCE PREVENTION ENVIRONMENTAL HAZARD ASSESSMENT & CONTROL CHECKLIST

Assessed by:	Title:
Location(s) Assessed:	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

Step 1: Identify risk factors that may increase the City of Sand City's vulnerability to workplace violence events

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities

Step 3: Develop a corrective action plan with measurable goals and target dates

STEP 1: IDENTIFY RISK FACTORS

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

STEP 2: CONDUCT ASSESSMENT

Building Interior

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

Building Exterior

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Are security personnel provided outside the building?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	
		Are all exterior walkways visible to security personnel?	

Parking Area

Yes	No	Parking Area	Comments:
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding places?	
		Is there enough lighting to see clearly?	
		Are security escorts available?	

Security Measures

Yes	No	Security Measures	Comments:
		Is there a response plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	

STEP 3: DEVELOP CORRECTIVE ACTION PLAN

(Action Plan Types: BI – Building Interior, BE – Building Exterior, PA – Parking Area, SM – Security Measure)

Type	Action Item	Person(s) Responsible	Target Date	Status	Comments

5752911.1

**AGENDA ITEM
8A.**

**Presentation to the City Council on Multi-
Use Bike Trail and Consideration of Letter
to the City of Seaside Regarding Multi-Use
Bike Trail**



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

July 16, 2024

VIA E-MAIL

Mayor Oglesby, City of Seaside

Re: Request for Initial, Non-Binding Support for a Regional Multiuse Trail and Construction and Maintenance of the Trail on a Segment Owned by Seaside

Dear Mayor Oglesby,

Sand City is excited to share an update on significant progress that has been made in collaboration, planning and grant funding for a missing segment of the regional Monterey Bay Coastal Recreational Trail (MBCRT), an 18-mile multiuse trail that will connect Castroville to Pacific Grove once constructed. We are writing to request Seaside's City Council's initial, non-binding support for the trail to include a segment owned by the City of Seaside.

The proposed project to construct a Class I multiuse trail in the TAMC railway corridor from the Del Monte Boulevard-Canyon Del Rey Boulevard intersection to the Playa Avenue-California Avenue intersection and Class II bike lanes along Holly Street and California Avenue will close a one-mile gap in the existing trail system. The regional multiuse trail has received an outpouring of support from the region including letters of support from Seaside, PG, Del Rey Oaks, Monterey, Marina as well as MST, the Monterey County Board of Supervisors, Wendy Askew separately, CSUMB and Monterey Unified School District. City staff also presented the project to the Transportation Authority of Monterey County (TAMC) Board and received unanimous Board support.

Sand City has applied for and been awarded a Monterey Bay Air Resources District (MBARD) Clean Air Management Program (CAMP) grant to support planning efforts for the development of the trail as well as \$1,960,000 for implementation of the trail from AMBAG's Carbon Reduction Program (CRP). In addition, the City has applied for an Active Transportation Program (ATP) grant from the California Department of Transportation (Caltrans) in the amount of \$3.4 million.

An approximately one- block long portion of the former rail corridor south of Olympia Avenue and north of Canyon Del Rey is owned by Seaside ("Seaside Property"). This is, of course, a very important section of the regional multiuse trail. It would connect the regional multiuse trail directly to the existing Monterey Bay Coastal Trail at Del Monte Boulevard and Canyon Del Rey Boulevard. It would provide continuous, safe, and protected bicycle and pedestrian travel

between the regional trail in the North through Sand City and Seaside to Monterey and ultimately Pacific Grove. Without it, residents of Sand City, Seaside, and the surrounding region would be forced off the trail and onto the sidewalk or street at one of the busiest intersections in the area.

There are important steps still to be taken: Sand City is currently in the planning stages and working towards the 30% design of the trail. Sand City is also working on the legal details and applying for additional grant funding for the implementation of the project. Sand City is committed to working on those next steps in collaboration and partnership with Seaside and TAMC.

As City staff move forward with these grant writing and planning efforts, Sand City is asking for the Seaside City Council's initial, non-binding support for the regional multiuse trail, including allowing access to the section of the bike trail within Seaside's jurisdiction for construction and ultimately providing maintenance of the trail on the Seaside section. This initial expression of support would assist Sand City secure the remaining funding needed to construct the trail. The City of Seaside's planning staff would be consulted and encouraged to comment on the plans. As the trail proceeds into the construction phase, Seaside would also be asked to agree to allow access and construction of the trail on the Seaside Property. City of Sand City staff will continue to apply for the grant funds to complete the trail, design the trail and to supervise the construction of the trail. When completed, the responsibility to maintain the segment of the trail that is within Seaside's jurisdiction would be Seaside's.

We request that the City Council schedule a presentation, discussion and action on this request at a Seaside City Council meeting in September. We have asked our City Manager and City Attorney to reach out to your City Manager and City Attorney to discuss the regional multiuse trail in advance of the Council meeting. We look forward to collaborate with the City Council and staff, and we hope to have the Seaside City Council's strong support on this opportunity to serve the trail and access needs of our cities and the region.

Very truly yours,

Mayor Mary Ann Carbone On behalf of the City Council of Sand City

Cc:

Vibeke Norgaard, City Manager, Sand City
Adam Lindgren, City Attorney Sand City
Nick Borges, Interim City Manager, Seaside
Sheri Damon, City Attorney, Seaside
Todd Muck, Executive Director TAMC

**AGENDA ITEM
10A.**

**Approve a Resolution Approving a Second
Amendment to City Manager Employment
Agreement**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Adam U. Lindgren, City Attorney
SUBJECT: Second Amendment to City Manager Employment Agreement
DATE: July 16, 2024

DISCUSSION:

On April 5, 2022, after a national search and several rounds of interviews, the City Council appointed its then City Attorney Vibeke Norgaard as Sand City's City Manager and entered into an employment agreement with her (Employment Agreement). The Agreement is set to expire in April of 2025 and provides for a base salary of \$232,500 effective July 1, 2024.

In May of 2024, the Council conducted a second annual performance evaluation, which resulted in very positive marks for the City Manager's performance to date. The Council directed the City Attorney to negotiate an amendment to the City Manager's Agreement on its behalf to increase the term of the agreement and the base salary, which has resulted in the attached Amendment Two to the Employment Agreement.

The Amendment increases the term of Norgaard's employment to continue to April 1, 2029. In addition, the Amendment increases Norgaard's base salary effective July 1, 2024, to \$244,500.00, which amount shall increase annually starting July 1, 2025 by the percentage increase 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 provides for an annual increase of 5% plus CPI.

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

FISCAL IMPACT: The fiscal impact of the base salary plus CPI increase will be an additional approximately \$37,791 for FY 24-25 and \$3522 for the additional cost of benefits to be added in the mid-year budget amendment to the City's administration expenditures salary account 5040.

RECOMMENDATION: Approve the attached resolution.

ATTACHMENTS:

1. Resolution
2. MOU

3. Application

5754236.1

**CITY OF SAND CITY
RESOLUTION SC ___, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING SECOND
AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT**

WHEREAS, after a national search the City Council appointed Vibeke Norgaard as Sand City's City Manager and entered into an employment agreement with her in April of 2022 which agreement was amended in June 21, 2023 ("Employment Agreement"); and

WHEREAS, the Employment Agreement was for a term of three years, and is set to expire in April of 2025; and

WHEREAS, the Council conducted and concluded a very positive annual performance evaluation of Ms. Norgaard in May of 2024, and desires to ensure her continuous service to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby approve the attached Second Amendment to the City Manager employment agreement between the City of Sand City and Vibeke Norgaard and authorize the Mayor to execute the Agreement.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

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

This Second Amendment is made and entered into at Sand City, California this 1st day of July, 2024, 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 the term and 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 6** of the Employment Agreement “Term of Employment” is amended and replaced to provide as follows:

Norgaard’s term of employment with the City under this Agreement shall begin on the Date of Appointment and continue until the earlier of:

- (a) April 1, 2029;
- (b) upon Norgaard’s resignation as provided in section 9
- (c) upon termination of Norgaard’s employment as provided in section 7; or
- (d) upon the death or incapacity of Norgaard.

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

Starting on July 1, 2024, the City shall pay Norgaard a base annual salary of TWO HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$244,500.00), 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. Such compensation shall be paid to Norgaard on a monthly basis. Norgaard’s base salary shall additionally increase on April 1 of each subsequent year for the term of the Agreement by 5% annually plus the CPI measured from the last available twelve months of data as of March 15 of each year.

Except as modified herein, all other provisions of the Employment Agreement and the First Amendment thereto 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.

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, City Attorney

5754240.1

**AGENDA ITEM
10B.**

**Approve a Joint Resolution of the City
Council of Sand City and the Successor
Agency of the Redevelopment Agency
Appointing Adam U. Lindgren as City
Attorney and General Counsel**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Joint Resolution of the City Council and the Successor Agency of the
Redevelopment Agency to Appoint Adam U. Lindgren of Meyers Nave as
City Attorney of Sand City and General Counsel to the Successor Agency of
the Redevelopment Agency
DATE: July 16, 2024

BACKGROUND/DISCUSSION:

The City Council conducted a very positive performance evaluation for Interim City Attorney Adam U. Lindgren on June 18, 2024. In recognition of his performance as Interim City Attorney, and to continue the high-quality service and teamwork that he and his colleagues provide, the City Council expressed a desire to consider removing the designation of "Interim" and to appoint him as City Attorney and General Counsel to the Successor Agency.

CEQA:

The proposed action is not a "project" within the meaning of Section 15378 of the CEQA Guidelines because there is no potential for it to result in a physical change in the environment, either directly or indirectly.

FISCAL IMPACT:

The amended contract will be paid out of the current budget for the City Attorney's Office.

RECOMMENDATION:

Approve the Resolution Appointing Adam U. Lindgren of Meyers Nave as City Attorney and General Counsel.

ATTACHMENTS:

1. Resolution

**CITY OF SAND CITY
RESOLUTION SC ____-**

**JOINT RESOLUTION OF THE CITY COUNCIL OF SAND CITY AND THE
SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY APPOINTING
ADAM U. LINDGREN AS CITY ATTORNEY AND GENERAL COUNSEL**

WHEREAS, the City Council appointed Adam U. Lindgren of Meyers Nave as Interim City Attorney April 5, 2022; and

WHEREAS, the City Council conducted a very positive performance evaluation for Interim City Attorney Adam U. Lindgren on June 18, 2024; and

WHEREAS, the City Council wishes to continue the services of Adam U. Lindgren and his colleagues at Meyers Nave by appointing him as City Attorney and General Counsel to the Successor Agency.

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

The City Council appoints Adam U. Lindgren as City Attorney of Sand City and General Counsel of the Successor Agency of the Redevelopment Agency and authorizes the Mayor to execute a contract amendment with Meyers Nave reflecting this appointment.

PASSED AND ADOPTED by the City Council of Sand City on this ____ day of July, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED:

Kerry Lindstrom, City Clerk

**AGENDA ITEM
10C.**

**Approve a Three Year Service Agreement
with EMC Planning Group, Inc. for
Professional Planning Services**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Authorize a Professional Service Agreement (PSA) with EMC Planning Group, Inc for General Planning Services for Fiscal Year 2024-25 to Fiscal Year 2027-2028.
DATE: July 16, 2024

BACKGROUND/DISCUSSION:

For over 40 years, EMC has provided responsive and high-quality planning related services with locally accessible staff and an office location local to the City of Sand City to augment the limited in-house staff resources within the City's Community Development and Planning Departments. Upon the retirement of the City's in-house planning staff in 2023, the City found that it was both financially efficient -- as well as beneficial in terms of the level of service provided that comes with a broad array of expertise -- to continue to utilize EMC's services in an expanded capacity to provide all its in-house planning needs.

Since the expansion of services, EMC's planning staff members have provided the City with an exceptionally high level of service. Some of the accomplishments with the leadership of the City Manager, over the course of the last year and a half have been:

- General planning staff support.
- Attendance at weekly staff meetings.
- Over the counter planning staff assistance to the public and applicants.
- Process and prepare appropriate staff reports, resolutions, findings and evidence and conditions of approval for various CUP's and CDPs for City Council action.
- MST Surf! Busway Corridor in Sand City - work with MST, MST Board, and Costco property owners.
- Art Park visioning and additional land purchase.
- West End Stormwater Project, assisting the City Engineer, as necessary.
- Habitat Mitigation – west side of State Route 1.
- East Dunes Habitat Mitigation – Citywide ITP.
- Coastal Trail kick-off for planning this vital link to Sand City's coast.
- Multi-use bike trail and parking kick-off for planning this City/Regional trail link.

- Continued implementation of the South of Tioga project.
- Kick off and beginning development of the Website upgrade, with an economic development page to promote business and jobs in Sand City as well as viable housing sites.
- Housing Element (6th Cycle) completion and adoption by City Council to meet state legal mandates.
- Objective Design Standards completed, to implement the Housing Element mandates.
- Updated the Sand City Fee Schedule and reimbursement criteria.
- Cannabis Retail Licensing program.
- Façade Improvement Program.
- Grant writing, support and management for numerous City grant opportunities.
- LEAP Grant Administration, Monitoring and Reimbursement.
- Mapping and graphics.
- Standard Operating Procedures; and
- Prepare, notice and attend DRC meetings, as needed.
- West Bay Street viewing platform environmental and signage.
- City Monument sign design and police panel redesign.

There will be a large amount of grant budgeting, monitoring, and administration in the new fiscal year, including additional grant writing for the implementation of the coastal trail and multi-use bike trail and parking in the TAMC right of way, as well as a focused effort to achieve habitat mitigation and clearance for some development in the East Dunes area.

Scope of Work

The scope of consultant services to be provided by planning staff on-call support services includes:

- General planning consultation with the public and in support to the City Manager and the City Council.
- Biological and archaeological assessment, as needed, under reimbursement agreements with applicants and general consultation support to advance City projects.
- Attendance at City Hall on an 'as needed' basis to support and provide input to the public and consult with the City Manager and other City Departments.
- Process applications and maintain schedules to meet legal and council agenda deadlines.
- Review and/or draft Planning staff reports and associated materials.
- Prepare resolutions, ordinances, findings, conditions and other related items for City Council consideration.
- Review existing City documents (e.g. General Plan, Local Coastal Program, Zoning Code, etc.) for compliance with State regulations and develop amendments as needed.

- Assist with City mapping and web site requests.
- Prepare grant applications and grant application materials in collaboration with other City departments to advance the City's vision for a vibrant and sustainable community.
- Assist with implementing parking solutions and advancing complete street design, including street beautification and green street concepts; and other Planning Department related requests.

Grants

The City Manager and EMC Planning Group have worked closely with the City's grant writers to prepare and apply for grant funding to support the City's budget and begin implementation of a handful of visionary projects. The grant funding applied for and received to date is detailed below:

Grants	Funding
<i>Received</i>	
REAP	\$85,000
LEAP	\$65,000
Cannabis Retail	\$115,000
PLHA	\$280,000
MBARD CAMP 2023	\$205,000
Coastal Trail	\$473,000
AMBAG Carbon Reduction Program	\$1,960,000
<i>In process or pending</i>	
Caltrans Sustainable Transportation	\$230,000
Caltrans ATP	\$3,402,588
MBARD CAMP 2024	\$600,000
Total Submitted	\$7,415,588
Total Received	\$3,183,000

The grants **received** by the City of Sand City to date with the assistance of EMC total \$3,183,000. The City has applied for and has **pending** grants that total \$4,232,588. Total grant requests that have been submitted equal \$7,415,588. The City has entered into agreements with EMC to administer the grants for the coastal trail and bike trail projects separately. The remaining grant funding will offset the cost for planning and other departments involved in implementing the projects funded by grants.

CEQA:

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

FISCAL IMPACT:

The contract amount of \$455,000 is already included in the City's FY 2024-25 adopted budget; future years will be included for approval during the budget process.

RECOMMENDATION:

Staff recommends **APPROVAL** of the attached resolution to direct the City Manager to enter into a three-year agreement with EMC Planning Group to provide professional planning services to the City, as described herein, in an amount not to exceed \$455,000 for fiscal year 2024-25, with a 5% increase per fiscal year through the term of the contract.

ATTACHMENTS:

1. Resolution
2. Agreement
3. Exhibit A to Agreement; EMC Scope of Work
4. Exhibit B to Agreement; EMC 2024 Fee Schedule
5. Exhibit C to Agreement; Insurance Requirements

**CITY OF SAND CITY
RESOLUTION SC____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A THREE-
YEAR SERVICE AGREEMENT WITH EMC PLANNING GROUP, INC. FOR
PROFESSIONAL PLANNING SERVICES**

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

WHEREAS, the City finds it economically efficient to have professional contract planning services available to staff the City’s Planning Department and to support the City Management Team; and

WHEREAS, EMC Planning Group will assist the City team meet California land use compliance standards and the demands of development and land use entitlement processing as well as work closely with City staff to move several major City projects forward towards completion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby authorize the City Manager to enter into the attached agreement for planning-related services with EMC Planning Group, Inc., for a three-year term at a cost not to exceed \$455,000 for Fiscal Year 2024-2025.

PASSED AND ADOPTED by the City Council of the City of Sand City this __ day of July 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

Kerry Lindstrom, City Clerk

Scope of Work





Planning for Success.

June 26, 2024

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

Re: Scope of City Planning Services (Fiscal Year 2024-25, 2025-26 and 2026-27)

Dear Ms. Norgaard,

EMC Planning Group is pleased to provide staff on-call Planning Support Services for the City of Sand City for three fiscal years (2024-25, 2025-26 and 2026-27), starting on July 1, 2024. We propose a fiscal year budget (2024-25) of \$455,000, with a 5% increase for each fiscal year based on the amount from the previous fiscal year. The planning staff on-call support services will be provided at the direction of the City of Sand City. Larger service requests (e.g., environmental review documents, zoning ordinance update, Housing and Safety Element updates, General Plan update, specific plans, grant implementation, biological, archaeological, and other technical documents, etc.) will be provided under separate contract, with a distinct scope of work and separate budget. Some of these on-call support services are reimbursed to the City through applicant fees, applicant reimbursement agreements and grant funding.

The Scope of on-call support Planning Services for the fiscal years 2024-25, 2025-26 and 2026-27 is broad, and encompasses tasks requested by the City, including but not limited to:

- Planning staff support and teaming with other Sand City staff members and consultants to provide planning services for the City and public;
- Attendance at City Hall, within the constraints of the budget, on an as-needed basis to support the Sand City Team and to provide Planning Staff technical expertise and advise to the public;
- Provide input to the City Manager in setting City Council Agendas and in regards to other matters at the City Managers request;

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

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

- Process land use planning applications received by the City, meet legal review and response to deadlines and maintain on-going schedules;
- Prepare notices and send for publication on various public hearing items;
- Draft Planning resolutions, staff reports, findings and evidence, conditions of approval and associated materials for City Council consideration;
- Process the South of Tioga R1 & R2 Projects (likely by Reimbursement Agreement with the developer);
- Assist the city with grant requests, as needed and within budget constraints;
- Assist with the City's Façade Improvement Program;
- Assist the City with mapping and website requests; and
- Other Planning related requests, meetings and documentation.

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

We encourage the city to utilize a Reimbursement Agreement for medium to large land use planning applications, in order to capture costs that go beyond the standard application fee for the City to process a permit application. Those reimbursement costs captured from an applicant should be funneled back to replenish annual budgets for Planning, Engineering, Legal and other technical disciplines needed by the city to process land use planning permits.

EMC Planning Group suggests that, separate from the General Planning budget discussed herein, the City begin, in the 2024-2025 fiscal year to plan for a General Plan and Zoning Code Update over the course of two (2) to three (3) fiscal years. The GPU and Zoning Code would need to incorporate the previous work completed with the Vibrancy Plan, West End Parking Plan, and Housing Element. Having completed the City's 6th Cycle Housing Element, part of the General Plan Update and Zoning Code Amendment will be to implement the Housing Element policies and programs.

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

Sincerely,



Michael J. Groves, AICP
President/Senior Principal

EMC 2024 Fee Schedule

B
EXHIBIT



Planning for Success.

FEE SCHEDULE

(Effective January 1, 2024)

Principals

Hourly Billing Rate

Senior Principal	\$295.00
Principal	\$275.00

Planners

Principal Planner	\$235.00
Senior Planner	\$205.00
Associate Planner	\$175.00
Assistant Planner	\$140.00

Biologists

Monitoring Rate

Principal Biologist	\$225.00	(\$150.00)
Senior Biologist	\$185.00	(\$130.00)
Associate Biologist	\$170.00	(\$120.00)
Assistant Biologist	\$125.00	(\$100.00)

Archaeologist

Registered Professional Archaeologist	\$145.00
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Support Staff

Desktop Publisher	\$150.00
Executive Assistant/Production Manager	\$125.00
Administrative Assistant	\$115.00
GIS/Graphics Technician	\$140.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

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

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

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

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

Insurance Requirements

C
EXHIBIT

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGENDA ITEM
10D.**

Approve a Resolution Approving a Professional Service Agreement with Harris & Associates to Provide City Engineering Services for Fiscal Years 2024-25, 2025-26, and 2026-27, in the Amount of \$840,000 and Authorizing the City Manager to Execute Said Agreement



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager
SUBJECT: Adoption of a resolution approving a Professional Service Agreement with Harris & Associates to provide City Engineering Services for Fiscal Years 2024-25, 2025-26, and 2026-27, in the amount of \$840,000, and authorizing the City Manager to execute said agreement.
DATE: July 16, 2024

BACKGROUND/DISCUSSION:

On June 15, 2021, the City Council approved Resolution SC 21-43 authorizing the City Manager to renew a Professional Service Agreement (PSA) with Harris & Associates (Harris) to provide city engineering services for Fiscal Years 2021-22 and 2022-23. On February 7, 2023, the City Council approved Resolution SC 23-07 amending the PSA to extend the term by an additional year through Fiscal Year 2023-24.

The existing agreement expired on June 30, 2024. In order for the City to continue to receive city engineering services from Harris, a new PSA is needed. Staff requested a proposal from Harris to provide city engineering services for Fiscal Years 2024-25, 2025-26, and 2026-27, a 3-year term. Mr. Leon D. Gomez, P.E. has served as the City Engineer since 2013 and has developed first-hand knowledge of the City's infrastructure and the City's current and past projects, as well as strong relationships with City staff, neighboring cities, and local and regional public agencies.

Harris prepared a proposal describing the scope of city engineering services to be provided across the following service areas:

- General Services
 - *partial cost recovery from transportation funding programs and grants.*
- Capital Improvement Program (CIP)
 - *partial cost recovery from transportation funding programs and grants.*
- Encroachment Permits
 - *near 100% cost recovery from permit fees*
- Municipal Storm Water Program Support
- Development Review Services
 - *near 100% cost recovery from reimbursement agreements and/or permit fees.*

- Civil Engineering
 - *partial cost recovery from transportation funding programs and grants.*
- Construction Management and Inspection
- Materials Testing and Inspection
- File/Records Management
- Sub-consultant Support Services (as needed)

Detail for each service area is provided in the Harris proposal. As noted above, several service areas receive partial cost recovery. Based on the average of previous year's billings, Harris is requesting \$690,000 for the 3-year term and an additional \$150,000 for plan review of the MST SURF project as explained below. The previous structure of the PSA will be retained, which will allow for the issuance of separate task orders based on the size, type, and character of certain tasks or services.

Monterey-Salinas Transit (MST) SURF! Bus Rapid Transit (BRT) Project

At the request of the City, Harris has also included development review services for the large MST SURF! BRT Project. The BRT Project is a five-mile busway (road for buses only) from Marina to Sand City and Seaside that will run parallel to Highway 1 and adjacent to the old rail lines. The BRT Project will bypass traffic congestion on Highway 1 and will install transit stops and traffic signal upgrades in Marina, Sand City, and Seaside, providing improved transportation and access for users.

In June 2024, the City-approved Coastal Development Permit (CDP) 23-009. The BRT Project will be required to obtain encroachment, grading, building, and tree removal permits, for the portion within Sand City. In July 2024, MST submitted a comprehensive permit package including updated plans, supporting documents, calculations, and estimates. The estimated construction cost for the portion of the BRT Project within Sand City is \$7,290,000. Based on the valuation provided by MST and the City's adopted 2024 Fee Schedule, permit fees are estimated to be \$150,000, subject to verification.

Therefore, Harris has included an additional fee request of \$150,000 (estimated) to cover the cost of development review services for the BRT Project. All costs associated with the processing, review, and inspection of the BRT Project, including meetings and coordination efforts, will be covered by permit fees and/or a reimbursement agreement. To efficiently track costs associated with the plan review and processing effort, Harris will issue a separate task order for this scope of work. Harris will only bill against this \$150,000 for actual time and effort spent on the BRT Project.

Recent Efforts

Harris provided final inspection of the West End South of Tioga Phase 1 Off-site Improvements constructed on Tioga Avenue, California Avenue, Morgan's Way, and Shake Avenue. In May 2024, Harris issued final acceptance of the improvements on behalf of the City.

Harris is currently providing engineering design services to support the preliminary design phase of the Multiuse Trail and Bike Lane Improvements Project. This effort is in collaboration with EMC Planning and the City Surveyor (Polaris Consulting) and is funded separately.

Harris has provided engineering support for the following grant applications:

Grant	Project	Amount	Status
AB 2766 Clean Air Management Program (CAMP) – Monterey Air Resources District (MBARD)	Multiuse Trail and Bike Lane Improvements	\$205,000	Awarded
Carbon Reduction Program (CRP) - AMBAG	Multiuse Trail and Bike Lane Improvements	\$1,960,000	Awarded
Active Transportation Program (ATP) Cycle 7	Multiuse Trail Project and Bike Lane Improvements	\$4,905,901	Pending

Encroachment Permits

As City Engineer, Harris administers the City's encroachment permit program. Between 2023 and 2024, Harris has reviewed and issued over 40 encroachment permits for work proposed within City owned rights-of-way in Sand City. Harris worked with PG&E to establish an annual programmatic permit with 100% cost recovery. Overall, Harris estimates that the permit program achieves 85-90% cost recovery.

CEQA:

Approval of a Professional Service Agreement for contract engineering services does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378, as the action will have no impact to the environment.

FISCAL IMPACT:

The total amount requested by Harris is:

- City Engineering Services for FY 2024-25, 2025-26, & 2026-27: \$690,000
 - Development Review – MST SURF! BRT Project: \$150,000
- Total: \$840,000

The approved fiscal year 24-25 budget includes \$260,000 for city engineering services for fiscal year 24-25. The remaining contract amount for fiscal year 25-26 and 26-27 will need to be allocated in the future budgets for those fiscal years.

As noted in this report, several of the city engineering service areas and tasks performed by Harris receive either full or partial reimbursement from permit fees, reimbursement agreements, transportation funding programs, and grants. For the BRT Project, MST will reimburse the city for 100% of the cost of plan review and processing. Costs for city

engineering services not covered by fees, reimbursement agreements, funding programs or grants will be funded through the City's general fund.

RECOMMENDATION:

Staff recommends approval of a Professional Service Agreement with Harris & Associates to provide City Engineering Services for Fiscal Years 2024-25, 2025-26, and 2026-27.

ATTACHMENTS:

1. Resolution and Exhibits.
2. Professional Service Agreement for Non-Construction Project

**CITY OF SAND CITY
RESOLUTION SC 24-____, 2024**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A
PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES TO
PROVIDE CITY ENGINEERING SERVICES FOR FISCAL YEARS 2024-25, 2025-26,
AND 2026-27, IN THE AMOUNT OF \$840,000, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, on June 15, 2021, the City Council of Sand City (City) approved Resolution SC 21-43 authorizing the City Manager to enter into a Professional Service Agreement (PSA) with Harris & Associates (Harris) to provide city engineering services for Fiscal Years 2021-22 and 2022-23; and

WHEREAS, on February 7, 2023, City Council approved Resolution SC 23-07, amending the PSA to extend the term by an additional year through Fiscal Year 2023-24 and in order for the City to continue to receive city engineering services from Harris, a new PSA is needed; and

WHEREAS, the attached proposal from Harris & Associates is to provide City Engineering Services for Fiscal Years 2024-25, 2025-26, and 2026-27 and Harris has submitted a proposal in the amount of \$840,000, attached as Exhibit A to this Resolution; and

WHEREAS, Mr. Leon D. Gomez has served in the role of contract City Engineer since 2014 and is qualified to continue to provide city engineering services to the City of Sand City; and

WHEREAS, Mr. Leon D. Gomez and the Harris team have provided a high level of professional city engineering services to the City and are currently involved in a number of City projects, tasks, and developments, and;

WHEREAS, the City desires to continue to receive city engineering services from Harris.

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

1. The City Manager is authorized to execute a Professional Service Agreement in substantially the same form as shown in Exhibit B, subject to review and approval of the City Attorney, with Harris & Associates in the amount of \$840,000 to provide city engineering services for Fiscal Years 2024-25, 2025-26, and 2026-27.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____, day of July, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk



July 9, 2024

Project No.: 1240182000

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

PROPOSAL TO PROVIDE CITY ENGINEERING SERVICES FOR FISCAL YEARS 2024-25, 2025-26, 2026-27 PROFESSIONAL SERVICE AGREEMENT – TASK ORDER 01

Dear Ms. Norgaard:

Per your request, Harris & Associates (Harris) has prepared this proposal to provide City Engineering (CE) Services to the City of Sand City (City) for Fiscal Years 2024-25, 2025-26, and 2026-27 which will cover the period July 1, 2024, to June 30, 2027. Harris understands that these services will be performed under a new Professional Service Agreement (PSA) between the City and Harris for this term.

Since 2013, Mr. Leon D. Gomez, PE, Sr. Project Manager, has served as the contract City Engineer to the City. In this role, Mr. Gomez has participated in many aspects of the City's day to day functions including; Capital Improvement Program (CIP) planning, design and construction, public works operations and maintenance, development review services, municipal storm water program support, grant application support, preparation of staff reports for city council, regular meetings and coordination with City staff, and coordination with local, regional and state agencies. Currently, Mr. Gomez is the City's designated representative on the Monterey Regional Storm Water Management Program (MRSWMP) Management Committee (MC), Transportation Agency for Monterey County (TAMC) Technical Advisory Committee (TAC) and the Seaside Groundwater Basin Watermaster TAC. His experience and knowledge of City infrastructure and projects, private development, grant programs, and existing relationships with City staff allow him and the Harris team to provide a high level of professional engineering services to the City along with the following benefits:

- **Personal Service.** Harris' office at 60 West Alisal Street, Suite 200, in the City of Salinas, CA is less than 20 miles from City Hall. Mr. Gomez and/or support staff can be at City Hall in under 30 minutes.
- **Local Understanding and Focus.** Harris has been a local business since 1998. We serve many of the agencies within Monterey County, and the County itself. We have a strong local presence and have established relationships with agencies such as the Transportation Agency for Monterey County (TAMC), the Association of Monterey Bay Area Governments (AMBAG), the Seaside Groundwater Basin Watermaster, California-American Water, Monterey-Salinas Transit (MST), which allow us to leverage these relationships to benefit our clients.
- **Depth of Resources.** Harris is a singular source for all things municipal and public works related with staff resources across the following areas: advisory services, asset management, civil and transportation engineering, community development and housing, construction management, environmental planning and compliance, municipal engineering, municipal finance, and program management.

BACKGROUND AND UNDERSTANDING

Sand City encompasses approximately 350 acres located on the Monterey Peninsula with one and a half miles of coastal frontage along the Monterey Bay. The City lies on scenic Highway One which bisects the City from north to south. The City has a clear vision of its future as a progressive, sustainable community and encourages economic and mixed-use development that enables businesses to grow while also maintaining a friendly, walkable community.

As part of community growth in the 1990s, the City invested in two regional shopping centers; the Sand Dollar Center (completed in 1991), and the Edgewater Shopping Center (completed in 1997). Development of these shopping centers contributed to community revitalization by replacing a previous industrial site with a commercial asset. The shopping centers continue to stimulate the Monterey Peninsula economy by providing jobs and attracting 40-50,000 shoppers daily and provides local amenities for the City and neighboring communities. In 2005, the City received unanimous approval from the California Coastal Commission to construct a small reverse-osmosis desalination facility that began operation in 2010. The facility has allowed the City to continue its redevelopment efforts without depending solely upon the regional water system.

Current Initiatives

The City is in a state of transition and growth as redevelopment occurs along with planned City projects and infrastructure improvements. The West End South of Tioga Development recently installed significant public improvements along Tioga Avenue and California Avenue and constructed two new streets, Shake Avenue and Morgan's Way, as part of the Phase 1 Off-site Improvements. In addition, the development constructed the Esselen-Ohlone Park which was opened to the public in May 2024.

In March 2024, the City opened Calabrese Park (a city park) to the public. The park was rehabilitated and installed new play structures and features as well as street improvements for community use. The City has been quite successful in applying for and obtaining grants to support a number of City initiatives, plans, and projects, such as the Coastal Bike Trail and Multiuse Trail Projects. In June 2024 the City recently submitted a large Active Transportation Program (ATP) grant to support the Multiuse Trail Project. The West End Stormwater Improvement Project will reconstruct several blocks along Contra Costa Street and Catalina Street. Taken together, these endeavors will significantly change the look, feel, and character of the City.

Mr. Leon Gomez, PE, Sr. Project Manager, will continue to serve as the contract City Engineer to the City and will be the primary point of contact for this contract. As needed, Mr. Gomez will leverage the experience, knowledge, and resources of the Harris team in order to provide the full range of city engineering services needed to support the City.

SCOPE OF SERVICES

Harris will provide the services generally described below. Since the role of City Engineer is extensive, it should be noted that the services listed below are the general types of services to be provided. Each item of work will be evaluated by the City Engineer to determine the project requirements, work plan, schedule, and whether support staff is needed. Separate Task Orders, such as for design projects and significant development review projects, will be established for projects/tasks based on their level of effort, size, and character.

A. General Services

Services will be provided on an on-going basis just as they would be in any Engineering and Public Works Department, and include:

1. Meetings and coordination with City staff and departments including Planning, Building, Fire, Finance, Public Works, and Police.
2. Attend weekly department head meetings.
3. Attend city council meetings when needed and/or at the direction of the city manager.
4. Attend regular meetings of the MRSWMP, Seaside Groundwater Basin Watermaster, and TAMC.
5. Coordination with neighboring cities and regional agencies, as needed to support City projects or tasks.
6. Coordination with the Public Works Department related to CIP planning and implementation, municipal storm water program activities and reporting, stormwater facility operation and maintenance, illicit discharge response and reporting, well production reporting, and other related activities.
7. Enforcement of the City's Standards for design and construction.
8. Representation of the City's interests at technical advisory committee meetings.
9. Assist with updates and/or revisions to Engineering and Public Works Department forms, permits, applications, and the adopted fee schedule.

10. Review Environmental Impact Reports (EIRs) for engineering, traffic, and utility impacts or concerns of interest to the City.
11. Prepare and submit quarterly well production reports to the Seaside Groundwater Basis Watermaster and coordinate annual well data collection services.
12. Provide engineering support for grant applications.

B. Capital Improvement Program (CIP)

Coordinate with City staff to plan, develop, and implement capital improvements including:

1. Evaluation and prioritization of short and long-term projects.
2. Identification of funding sources.
3. Administration of funding from transportation funding programs such as Measure X, SB 1 Local Roads and Streets, Highway Users Tax Account.
4. Grant application support, administration, and reporting (if applicable).
5. Administration of the public procurement and bidding process.
6. Construction management, inspection, and acceptance of completed improvements.

C. Encroachment Permits

Encroachment permits are required for any work within the public right-of-way. These services include:

1. Administration of the City's encroachment permit program including review and processing of applications;
2. Updates to the City's standard encroachment permit application, requirements, and conditions, when necessary;
3. Coordination with the Finance Department and applicants to ensure permit fees have been collected.

D. Municipal Storm Water Program Support

The discharge of storm water within the City is regulated under the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) General Permit. These services include:

1. Provide support for the City's municipal storm water program.
2. Coordinate with the City's Planning, Building, Fire, Public Works, and Police Departments to ensure compliance with General Permit requirements.
3. Review proposed development projects and coordinate land-use entitlement permits and conditions of approval with City staff to ensure compliance with General Permit requirements.
4. Inspect active construction sites for Best Management Practices (BMPs) in accordance with the City's municipal code and General Permit requirements.
5. Prepare and submit the City's Annual Storm Water Report.
6. Attend regular meetings of the MRSWMP and coordinate with the Program Manager.
7. Coordinate with the State and Regional Water Resources Control Board.

E. Development Review Services

All permitted improvements to an existing parcel are entitled, reviewed and approved in coordination with the City's Planning, Building, Fire Public Works, and Police Departments. Land-use entitlements and permitting are coordinated with the City's General Plan, Specific Plans, Municipal Code, Municipal Storm Water Permit and CIP to ensure that the permitted improvements are consistent with and comply with City standards and requirements. Services include:

1. Review preliminary and/or conceptual project designs, reports, exhibits, maps, etc. during the land entitlement review process and provide input to City staff and/or the project applicant regarding City standards and requirements.
2. Assist City staff in the preparation of land-use entitlement permits including Engineering and Public Works Department Conditions of Approval (COA).
3. During the Building Permit Phase, review civil improvement plans for conformance to City Standards, COA, and any applicable local, state, federal requirements.
4. During plan review and when applicable, coordinate with the City's Planning, Building, Fire, and Police Departments, regarding department requirements and COA.
5. Coordinate with utility agencies such as the Seaside County Sanitation District (SCSD), California American Water, Pacific Gas & Electric, AT&T, Comcast, etc. regarding proposed utility services and connections.
6. If needed, coordinate with regional transportation agencies including TAMC and Monterey Salinas-Transit (MST) when development projects impact their facilities.

7. When applicable, coordinate with the City Surveyor to review and process Lot Line Adjustments, Lot Mergers, Tentative Maps, and Tract/Final Maps to ensure compliance with the COA and applicable City ordinances and codes. Assist with recordation of these documents with the Monterey County Recorder.

F. Civil Engineering services including:

1. Civil design of City infrastructure including street rehabilitation and/or reconstruction, grading and drainage, ADA improvements, utility design (storm, water, sewer), and related improvements.
2. Preliminary and/or conceptual design and cost estimating through preparation of detailed plans, specifications, and estimates (PS&E).
3. Preparation of contract documents for public bidding, construction administration, construction management and inspection, project close-out.
4. Assist with public works project reporting related to prevailing wage and the Department of Industrial Relations.
5. Municipal financing programs, including Assessment and/or Community Facility Districts may be evaluated for projected assessment costs and annual assessment payments, construction of improvements and ongoing operation and maintenance costs. If an assessment and/or CFD is to be formed, the typically required Engineer's Report, Boundary Map, and Assessment Diagram would be prepared in coordination with the City Surveyor and City staff.
6. Prepare preliminary design studies, technical reports, exhibits, engineer's estimates of probable construction cost.
7. Project management for CIP and/or public works projects.
8. Grant administration and management.
9. Pavement Management Program administration and management.
10. Land Surveys and Mapping: coordinate with the City Surveyor to obtain land surveys, aerial surveys, legal descriptions, plat maps, ALTA maps, Record of Survey Maps, boundary maps, etc., and for the review of Lot Mergers and Lot Line Adjustments.

G. Construction Management and Inspection services including:

1. Once a construction contract has been approved and issued by the City, Harris may provide management of the construction phase of the project.
2. Field inspection of the project construction in accordance with the approved contract documents (plans and specifications). Field inspections will include documentation in the form of inspection reports and photographs.
3. Review of the construction contractor's work progress and payment requests and make recommendations for payment to the City.
4. Report construction work progress to the City.

H. Materials Testing and Inspection including:

1. Coordinate with a geotechnical engineering and/or other sub-consultants to provide materials testing to ensure compliance with the project specifications.
2. Coordinate testing with field inspections and the construction schedule.
3. If necessary, require the construction contractor to replace improvements that do not meet the project specifications.

I. File / Records Management including:

1. Assist in obtaining, organizing, and filing the City's engineering and public works related files (electronic and hard copy).
2. Assist in the setup of an archive filing system for the City's engineering and public works related files (electronic and hard copy).

J. Sub-consultant Support services including:

1. When required, the services of other consultants such as architectural, landscape architectural, geotechnical engineering, electrical engineering, and/or other services may be required. Harris will obtain proposals from other consultants as part of a task order proposal subject to City review and approval.

Development Review - Monterey-Salinas Transit (MST) SURF! Bus Rapid Transit (BRT) Project

At the City's request, Harris will provide development review services for the MST SURF! BRT Project. The BRT Project is a five-mile busway (road for buses only) from Marina to Sand City and Seaside that will run parallel to Highway 1 and

adjacent to the old rail lines. The BRT Project will bypass traffic congestion on Highway 1 and will install transit stops and traffic signal upgrades in Marina, Sand City, and Seaside, providing improved transportation and access for users.

In June 2024, the City approved Coastal Development Permit (CDP) 23-009. The BRT Project will be required to obtain encroachment, grading, building, and tree removal permits, for the portion within Sand City. In July 2024, MST submitted a comprehensive permit package including updated plans, supporting documents, calculations, and estimates. The estimated construction cost for the portion of the BRT Project within Sand City is \$7,290,000. Based on the valuation provided by MST and the City’s adopted 2024 Fee Schedule, permit fees are estimated to be \$150,000, subject to verification.

Therefore, Harris is including an additional fee request of \$150,000 (estimated) to cover the cost of development review services for the BRT Project. Harris assumes two review cycles. Additional reviews beyond two may incur additional costs. All costs associated with the processing, review, and inspection of the BRT Project, including meetings and coordination efforts, will be covered by permit fees and/or a reimbursement agreement. To efficiently track costs associated with the plan review and processing of the BRT Project, Harris will issue a separate task order for this scope of work. Harris will only bill for actual time and effort spend on the BRT Project.

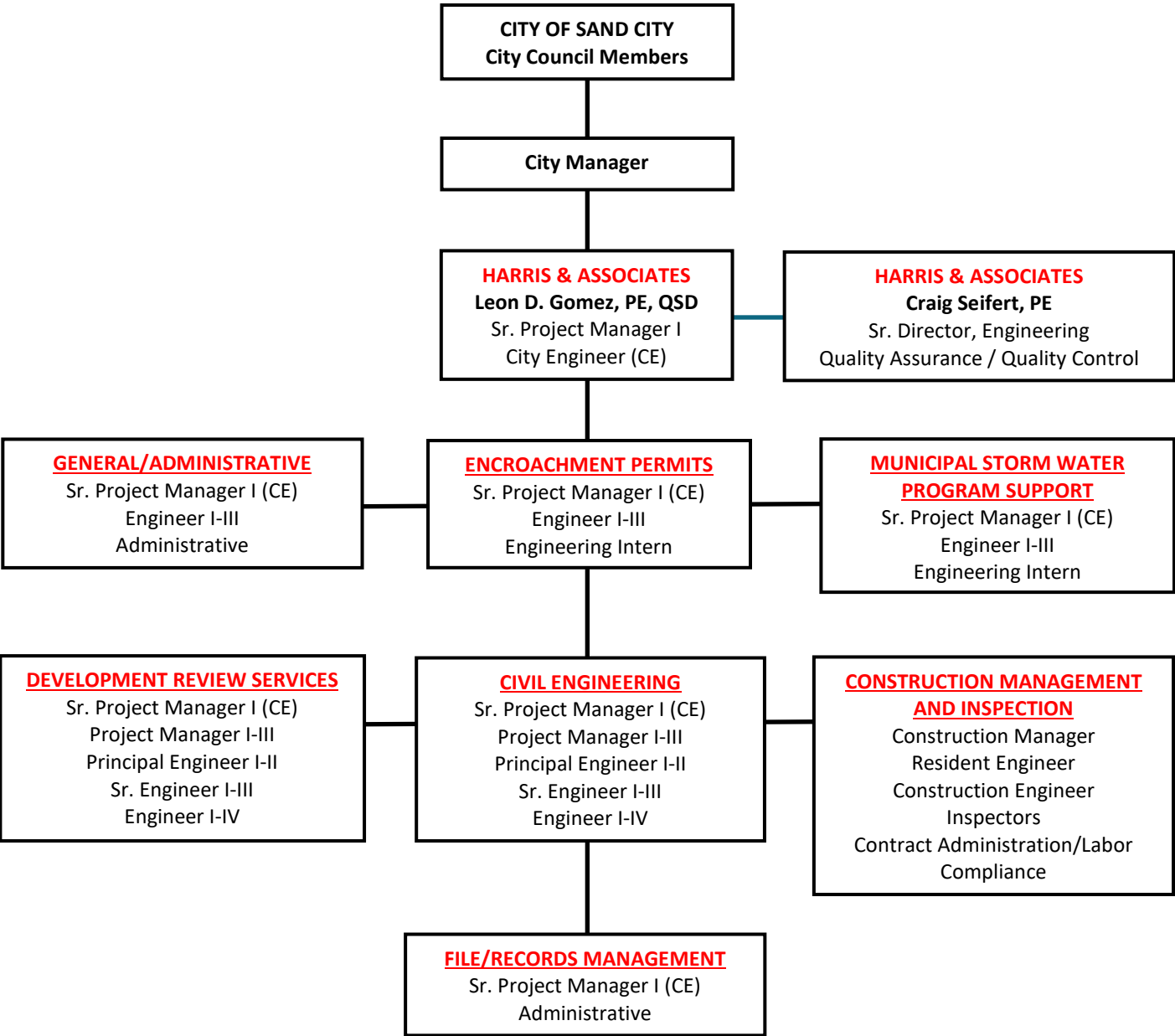
ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following:

1. Separate Task Orders, such as for design projects and significant development review projects, will be established for projects/tasks based on their level of effort, size, and character.
2. Additional services not described herein may be provided by Harris at the request of the City and subject to a separate agreement or task order.
3. The services of subconsultants may be provided, as described herein, with a 10% markup for management and coordination.

ORGANIZATIONAL CHART

Harris proposes the following organizational structure and range of support staff by classification to support this scope of services.



PROJECT SCHEDULE

Harris will provide contract city engineering services for Fiscal Years 2024-25, 2025-26, and 2026-27 covering the period July 1, 2024 – June 30, 2027.

ADDITIONAL SERVICES

Due to the depth of resources available at Harris, should the City request additional services beyond those described herein, Harris may provide them as a separate task order and defined scope of work.

PROPOSED FEES

Harris will provide the services described herein for an estimated fee of \$840,000 and in accordance with **Attachment 1 – Schedule of Hourly Rates**. Separate task orders will be established with budget from the overall contract amount and will be managed during the term of the agreement. To monitor the contract and expenditures, Harris proposes quarterly meetings with the City to review effort and services.

We look forward to continuing our professional relationship with the City of Sand City and to providing a high level of city engineering services. If you have any questions regarding this Proposal, please feel free to contact us. If this Proposal meets with your approval, please sign and date below and return a copy for our records.

Sincerely,
Harris & Associates, Inc.



Leon D. Gomez, PE, QSD
Sr. Project Manager I – Engineering Services
Tel. (831) 272-4909 ■
Email: Leon.Gomez@WeAreHarris.com



Craig Seifert, PE
Sr. Director – Engineering Services
Tel. (949)-732-6302 ■
Email: Craig.Seifert@WeAreHarris.com

Accepted:

Signature: _____
City of Sand City Date

Print Name and Title: _____

Attachment 1
Schedule of Hourly Rates

Harris & Associates, Inc.

Effective January 1, 2024

2024 BILLING RATES BY CLASSIFICATION		HOURLY RATE
Principal-in-Charge/Vice President		\$305 - \$320
Principal-in-Charge/Sr. Director		\$285 - \$310
Principal-in-Charge /Director		\$275 - \$300
Senior Project Manager II		\$265 - \$300
Senior Project Manager I		\$245 - \$270
Senior Project Manager I - City Engineer		\$215 - \$235
Project Manager III		\$225 - \$250
Project Manager II		\$205 - \$230
Project Manager I		\$190 - \$210
Principal Engineer II		\$285 - \$300
Principal Engineer I		\$255 - \$290
Senior Engineer III		\$215 - \$250
Senior Engineer II		\$195 - \$220
Senior Engineer I		\$180 - \$200
Engineer IV		\$155 - \$180
Engineer III		\$140 - \$160
Engineer II		\$135 - \$150
Engineer I		\$125 - \$140
Engineering Intern		\$90 - \$110
Technical Support		\$110 - \$120
Administrative		\$100 - \$110
CONSTRUCTION MANAGEMENT AND INSPECTION		HOURLY RATE
Construction Manager		\$190 - \$265
Resident Engineer		\$190 - \$265
Construction Engineer		\$165 - \$195
Inspectors		\$155 - \$235
Contract Administration/Labor Compliance		\$95 - \$165

Notes:

1. Direct expenses, such as permitting fees, printing of plans and specifications, and other expenses in service of the City's projects, will be billed at cost plus a 10% markup.
2. Mileage reimbursement rate will be at current IRS mileage rate.
3. Hourly rates for Construction Management and Inspection staff include vehicles.
4. All subconsultant costs are reimbursed as a "direct expense" at actual costs plus a 10% markup (invoice/receipts will be provided).
5. A request for an annual rate adjustment will be submitted in writing for approval. Written justification for the rate adjustment will be submitted each year in alignment with the executed agreement. Said proposed adjustment shall not exceed five percent (5%) or the current Consumer Price Index (CPI) for the region; the larger of the two will govern.

RESOLUTION ATTACHMENT 1
Resolution SC 24- (2024)

CITY OF SAND CITY

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this 1st day of July, 2024 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and Harris & Associates, Inc., a California Corporation, hereinafter referred to as "CONSULTANT" (together referred to the "Parties").

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

I. TERM

The term of the Agreement will begin on July 1, 2024, and shall end on June 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and modified upon concurrence of both parties. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

II. SERVICES

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

III. PERFORMANCE

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

IV. TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

V. ASSIGNMENT OF PERSONNEL

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

VI. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed eight hundred forty thousand dollars (\$840,000), \$230,000 per fiscal year 2024-2025 to 2026-2027 and \$150,000 reserved for MST SURF! BRT Project, unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed twenty percent (20%) of the amount designated for all fiscal years based on the terms of this 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 and the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

VII. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

C. California Civil Code Section 2782.8

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to

be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 et seq.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: Vibeke Norgaard, City Manager

To CONSULTANT: Harris & Associates.
450 Lincoln Ave, Suite 103
Salinas, CA 93901
Attention: Frank Lopez, Vice-President
Engineering

XVII. ASSIGNMENT

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

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH

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

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

XXII. ATTORNEYS FEES

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

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

CITY OF SAND CITY

Vibeke Norgaard, City Manager

ATTEST:

Kerry Lindstrom, City Clerk

Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

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

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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