



REGULAR MEETING

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

TUESDAY, FEBRUARY 21, 2023

5:30 PM

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

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

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

TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:

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

Meeting ID: 461 472 8829

To participate telephonically by calling the number below:

(669) 900-6833

Meeting ID: 461 472 8829#

If prompted to enter a participant ID, press #

TO PARTICIPATE IN PERSON:

City Hall Council Chambers

1 Pendergrass Way

Sand City, CA

How to submit written Public Comments:

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

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

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

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

1. ROLL CALL

2. 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. Approval of February 7, 2023 Council Meeting Minutes
[02.07.23 Minutes.pdf](#)

6B. Approval of Successor Agency RESOLUTION Authorizing the Successor Agency Executive Director to Execute a Professional Services Agreement with RSG, Inc. for Continuing Disclosure and Dissemination Agent Services
[Staff Report. RSG Financial Consulting for Annual Bond Disclosure Reports.pdf](#)
[Resolution.Authorizing the SA Executive Director to Execute a Professional Service Agreement with RSG. Inc..pdf](#)

6C. Approval of 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
[Memorandum. City Donations.Contributions.pdf](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

8A. Presentation by EMC Planning Group regarding the Housing Element Update
[Staff Report. 6th Cycle Update to the City's Housing Element.pdf](#)

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
[Staff Report. Amendments to Housing Element Contract & Parking Plan Contract with EMC Planning Group, Inc..pdf](#)
[Attachment 1. Resolution Approving the First Amendment of the Service Agreement with EMC Planning Group for the Preparation of the 6th Cycle Housing Element Update.pdf](#)
[Attachment 2. Resolution Approving an Amendment of the Service Agreement with EMC to Increase the Budget for Completion of the Parking Plan.pdf](#)

- 9B. Update regarding Councilmember Cruz and Consideration of the City procedures set forth in Sand City Charter Section 5 regarding her seat
- 9C. Consideration of Cancelling the Regular City Council Meeting Scheduled for March 7, 2023
- 9D. Comments by Council Members on Items of Interest to Sand City
- 9E. Upcoming Meetings/Events

10. ADJOURNMENT

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

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

**AGENDA ITEM
6A.**

**Approval of February 7, 2023 Council
Meeting Minutes**

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

Regular Meeting - Tuesday, February 7, 2023

5:30 PM

As allowed per Assembly Bill (AB361), this meeting was conducted in person and by
teleconference

Mayor Carbone opened the meeting at 5:30 p.m.

AGENDA ITEM 1, ROLL CALL

Present: Mayor Mary Ann Carbone
Council Member Blackwelder
Councilmember Hawthorne
Councilmember Sofer

Absent: Councilmember Cruz

Staff: Vibeke Norgaard, City Manager
Adam Lindgren, Interim City Attorney
Charles Pooler, City Planner
Connie Horca, City Clerk (virtual attendance)
Devon Lazzarino, Finance/HR Specialist (virtual attendance)
Brian Ferrante, Chief of Police

AGENDA ITEM 2, PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Police Chief Ferrante.

AGENDA ITEM 3, INVOCATION

The invocation was led by Reverend Robert Hellam.

**AGENDA ITEM 4, ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY
MANAGER**

Mayor Carbone reported that Monterey 1 Water approved the appeal from the South of Tioga developer on sewer charges to reduce certain fees, and mentioned the 40-year anniversary ribbon cutting for Disaster Kleenup Specialist that will be sponsored by the Monterey Peninsula Chamber of Commerce.

City Manager Norgaard reported on her plan for staffing City Hall in light of the announced retirement of several City employees and announced a retirement lunch planned for Friday, February 17 at 12:00 p.m. She also discussed a meeting she held with the City Planner and grant writers who have provided a list of grant opportunities that may match the City's needs. The Mayor and Chief of Police have also reviewed the list and provided useful input

She conveyed that the Successor Agency ROPS was approved by the County Oversight Board, that the City's newly hired IT expert, Mr. Atila, successfully upgraded the email system for City Hall to move them off the outdated server system. In addition, she reported out on the Housing Element kickoff meeting, along with a meeting held with the City, DBO 30, CDFW and the land manager for the South of Tioga habitat regarding the establishment of the South of Tioga habitat. She also announced that the sidewalks on the new Morgans way are nearing completion, and that the developer will begin improvements on the east side of California Avenue next. There will a full closure of California Avenue for about 2 weeks and staff is working closely with Silcon Construction to ensure that proper notice is given to businesses and residents in advance of that closure.

Furthermore, Ms. Norgaard reported that the Calabrese Park construction will be approximately 12 weeks out due to delays involving the availability of playground equipment, and that the City Engineer is planning a preconstruction meeting for the parties involved on the construction of the West Bay platform over the next 3 weeks.

4A. Update by Interim City Attorney Adam Lindgren on New Laws for 2023

Interim City Attorney Adam Lindgren provided an update to the Council regarding several new laws such as AB 2011 related to Affordable Housing and the meeting of certain criteria; AB 2234 Permit Streamlining and local agency requirements for the approval or denial of postentitlement phase permits; SB 6 that deems housing development projects as an allowable use on commercial parcels as long as certain conditions are met; SB 897 related to accessory dwelling units; SB 1439 which extends campaign contributions to elected officials prohibiting them from accepting, soliciting, or directing a contribution a contribution of \$250 or more from any person who had an application for a license or permit; SB 1186 that prohibits cities from adopting or enforcing laws that prohibit the delivery of medicinal cannabis; AB 1406 requiring public safety agencies to carry an electroshock device; and lastly AB 2449 related to attendance of remote meetings of the legislative body for either a maximum of three consecutive months or 20% of the regular meetings within a calendar year.

AGENDA ITEM 5, COMMUNICATIONS

6:15 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

6:15 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

6A. There was no discussion of the January 17, 2023 Minutes.

6B. There was no discussion of the City/Successor Agency Monthly Financial Statements, December 2022.

- 6C. There was no discussion of the City **Resolution** authorizing the Extension of Remote Teleconference Meetings of the City Council and Boards, Commissions, and Committees for the Period of February 8, 2023 through February 28, 2023 pursuant to AB 361 and Ralph M. Brown Act Provisions.

6:18 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

6:18 P.M. Floor closed to Public Comment.

Motion to approve the Consent Calendar items was made by Council Member Blackwelder, seconded by Council Member Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Carbone, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Cruz. ABSTAIN: None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PRESENTATIONS

- 8A. Presentation by the Monterey County Convention and Visitors Bureau regarding the Monterey County Tourism Improvement District {5 minutes}**
1) Discussion by Council and Direction to Staff regarding renewal of the Monterey County Tourism Improvement District

Rob O'Keefe, President and CEO of the Monterey Convention and Visitor Bureau (MCCVB) presented the vision and mission of MCCVB, reported on the jurisdiction investment partnership benefits related to the Monterey County Tourism Improvement District (MCTID), Sand City's web traffic, social media highlights, interactive digital advertising, and the Tourism Improvement District (TID) assessment rates in Monterey County. He reported on the district's ten-year term contract, assessment rates per occupied room, and the MCTID renewal timeline estimate.

Jennifer Johnson, Vice President of Operations added that partner jurisdictions and businesses have the opportunity to be promoted by MCCVB through various social media outlets.

There was Council discussion regarding the rate assessment, whether it would benefit the City, and the costs associated with participation in the district.

Council Member Hawthorne suggested that it would be prudent to wait until the hotel is operable, view how it operates, and also mentioned the prematurity of adding an additional tax.

Council Member Sofer expressed her gratitude for all that MCCVB has done in the past to promote Sand City.

Mr. O'Keefe presented several options such as remaining at the annual \$2,000 a year membership, consider formalizing an agreement when the lodging property is up and running, proposed a jurisdiction partnership investment based on 3% of projected revenue, and/or bring it all together at some point in the future.

Council Member Hawthorne suggested that the City Manager, City Attorney, speak with Mr. O'Keefe and bring back the results of the discussion to a future meeting.

6:58 P.M. Floor opened for Public Comment.

Sand City resident Luke Kilpatrick commented that as an STR owner who pays a 12% TOT, that it would be great to be a part of the district.

Terry Owens, Board Chair of MCCVB commented on the benefits of participating in the MCTID and their ability to promote businesses.

7:09 P.M. Floor closed to Public Comment.

Staff was directed to meet with the South of Tioga developer, Mr. Kilpatrick, and to bring the item back to the Council at the February 21, 2023 Council Meeting.

8B. Presentation and Consideration of the Audited Financial Statements for the Year ended June 30, 2022 and Independent Auditors Report by Maira Reid and Mike Nolan

1) Approval of City RESOLUTION Accepting the Audited Financial Statements for the Year ended June 30, 2022 and Independent Auditor's Report

Mike Nolan of CliftonLarsonAllen, LLP reported on the Governmental Accounting Standards Board issuance of the GASB 87 statement pertaining to leases and how the desalination payments are reflected on the balance sheet as accounts receivable. He noted the Financial Highlights that reported assets of the City exceeding its liabilities at the close of the year ended June 30, 2022 by \$31 million; however, \$10 million is a net investment in capital assets and \$10 million is a noncurrent receivable due from the Successor Agency. The City's total net position increased by \$2.3 million, with the net change in fund balances reporting an increase of \$1.6 million. He concluded that only one adjustment was made, no difficulties were encountered during the audit process, and that there were no weaknesses or significant deficiencies noted.

Mr. Nolan thanked Ms. Lazzarino and staff, and wished her well in her future retirement.

Mayor Carbone commented on the Gann Limit.

City Attorney Norgaard added that the financial report was amended and should be noted in the motion for approval.

7:20 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

7:20 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** as amended, accepting the Audited Financial Statements for the Year ended June 30, 2022 and Independent Auditor's Report was made by Council Member Hawthorne, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Carbone, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Cruz. ABSTAIN: None. Motion carried.

AGENDA ITEM 9, PUBLIC HEARING

9A. Consideration of City RESOLUTION to Amend Conditional Use Permit 630 Authorizing Design Change of Exterior Wall and Removal of Upper-Level Deck at 1880 Park Avenue {this application has been withdrawn; no action required by the City Council}

There was no discussion regarding the resolution to amend conditional use permit 630 as the item was withdrawn at the request of the applicant.

AGENDA ITEM 10, NEW BUSINESS

10A. Consideration and Approval of City RESOLUTION Authorizing Amendment #1 to the Professional Service Agreement with Harris & Associates in the amount of \$360,000 and Extending the Contract Term for One Year to end June 30, 2024

City Manager Norgaard reported that Mr. Gomez has been the City Engineer since 2015, that the current fiscal year 21-22 contract has reflected an over run due to the increase of several City projects, and that the staff report depicts various areas of work performed. She explained that the resolution would transfer \$160,000 for City Engineer services through the end of June 2023, and allocate \$200,000 for fiscal year 23-24, and that approximately \$120,000 of past expenses were considered as reimbursable costs.

Mr. Gomez commented that he has served as the City Engineer since 2015 and has a great working relationship with City Staff and pointed out the list of projects performed on pages 115-116 of the agenda packet which includes the West End Stormwater Improvement project, South of Tioga Development, West Bay Improvement, and sewer upgrade to Ortiz Avenue.

7:20 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

7:20 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution**, as amended, to reflect the correct dollar amount, authorizing Amendment #1 to the Professional Service Agreement with Harris & Associates in the amount of \$360,000 and Extending the Contract Term for One Year to end June 30, 2024 was made by Council Member Hawthorne, seconded by Council Member Blackwelder. Roll call Vote AYES: Council Members Blackwelder, Carbone, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Cruz. ABSTAIN: None. Motion carried

10B. Consideration and Approval of City RESOLUTION Approving a First Amendment to the Building Services Agreement with 4Leaf, Inc. and Authorizing the City Manager to Execute the Amendment

City Manager Norgaard reported that John Kuehl has been performing building services for the City since 2020 and that the original term of the contract expired on January 2023. If Council desires to continue building services with 4Leaf, Inc., the contract would require an amendment to extend the term to June 30, 2025, and if approved would allocate an annual amount of \$100,000 for future building services for fiscal years 2023-2024 and 2024-2025 for a total of \$200,000.

7:37 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

7:37 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving a First Amendment to the Building Services Agreement with 4Leaf, Inc. and authorizing the City Manager to Execute the Amendment was made by Council Member Sofer, seconded by Council Member Blackwelder. Roll call Vote AYES: Council Members Blackwelder, Carbone, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Cruz. ABSTAIN: None. Motion carried.

10C. Approval of City RESOLUTION Approving a Service Agreement Amendment with EMC Planning Group, Inc. for Professional Services for the Remainder of Fiscal Year 2022-2023 at a cost not to exceed \$55,000

City Planner Pooler reported that the current contract with EMC Planning Group would require an amendment to increase the dollar amount for general planning related services due to his pending retirement. He reported on the City's history involving EMC, and PMC planning groups, and recommends the contract with EMC be amended to add an additional \$65,000 for the remainder of the fiscal year.

7:41 P.M. Floor opened for Public Comment.

Sand City resident Luke Kilpatrick thanked Mr. Pooler for all the work he has done and is hopeful that the City will be left in good hands.

Michael Groves, Senior Principal of EMC Planning Group commented that he started as a land planning company in Monterey 40 years ago, his heart has been with Sand City, and desires to see it grow and prosper. He added that he worked with the former Mayor Pendergrass when Sand City did not have a general plan or coastal code.

7:47 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving a Service Agreement Amendment with EMC Planning Group, Inc. for Professional Services for the Remainder of Fiscal Year 2022-2023 at a cost not to exceed \$65,000 was made by Council Member Hawthorne, seconded by Council Member Blackwelder. Roll call Vote AYES: Council Members Blackwelder, Carbone, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Cruz. ABSTAIN: None. Motion carried.

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

There were no comments by the Council.

10E. Upcoming Events/Meetings

Mayor Carbone announced the ribbon cutting event for Disaster Kleen-up Specialist recognizing their 40th Anniversary in Sand City.

AGENDA ITEM 11, CLOSED SESSION

The Mayor announced that there will be no closed session held.

AGENDA ITEM 12, ADJOURNMENT

There was consensus of the Council to adjourn the meeting at 7:51 p.m. to the next regularly scheduled meeting on Tuesday, February 21, 2023 at 5:30 p.m.

Connie Horca, City Clerk

**AGENDA ITEM
6B.**

**Approval of Successor Agency
RESOLUTION Authorizing the Successor
Agency Executive Director to Execute a
Professional Services Agreement with
RSG, Inc. for Continuing Disclosure and
Dissemination Agent Services**



City of Sand City Successor Agency

STAFF REPORT

TO: HONORABLE SA CHAIR AND AGENCY MEMBERS

FROM: VIBEKE NORGAARD, SA EXECUTIVE DIRECTOR

SUBJECT: RSG FINANCIAL CONSULTING FOR ANNUAL BOND DISCLOSURE REPORTS

DATE: FEBRUARY 13, 2023

FOR: FEBRUARY 21, 2023 COUNCIL MEETING

Discussion:

On November 15, 2022, the Sand City Successor Agency executed a contract with RSG, Inc. for the preparation of the Recognized Obligation Payment Schedule (ROPS) and Prior Period Adjustment (PPA). On February 10, 2023, Suzy Kim, CalBRE Corporate Broker for RSG submitted a proposal for Continuing Bond Disclosure and Dissemination Agent services for the former Sand City Redevelopment Agency 2008 Series B Taxable Tax Allocation Bonds (2008B Bonds) attached as Exhibit A. The proposal covers a three (3) year reporting periods. The Agency's reporting requirements are to complete and file on EMMA an annual disclosure report for the 2008B Bonds. RSG's primary role would be to prepare the Annual Continuing Disclosure Report and assist the Successor Agency with reporting significant events relating to the bonds.

CEQA:

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

Fiscal Impact:

The total cost of the bond disclosures is included in the annual ROPS RPPTF funds received bi-annually by the Successor Agency, is an enforceable obligation, and is not expected to exceed the amount of \$15,500 for fiscal years 2021-22, 2022-23, and 2023-24. The Department of Finance requires a separate contract and invoice to pay for this service on the ROPS as an enforceable obligation outside of the administrative allowance.

Recommendation:

It is recommended that the Successor Agency adopt the Resolution attached as Exhibit B, authorizing the Successor Agency Executive Director to execute a Professional Services Agreement with RSG, Inc., for Continuing Disclosure and Dissemination Agent Services.



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 5414585
INFO@WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

February 10, 2023

Vibeke Norgaard, City Manager
Devon Lazzarino, Finance/HR Specialist
SAND CITY SUCCESSOR AGENCY
1 Pendergrass Way
Sand City, CA 93955

RECEIVED
FEB 10 2023
CITY OF SAND CITY

PROPOSAL FOR CONTINUING DISCLOSURE AND DISSEMINATION AGENT SERVICES

Dear Ms. Norgaard and Ms. Lazzarino:

RSG, Inc. ("RSG") is pleased to present this proposal to the Sand City Successor Agency ("Agency") to implement the annual continuing disclosure reporting requirements of the former Sand City Recevelopment Agency 2008 Series B Taxable Tax Allocation Bonds ("2008 Bonds").

This proposal covers a three (3) year reporting periods the annual reports due on the following schedule:

ROPS Period	Reporting Year	Report Due Dates
ROPS 2022-23	FY 2021-22	3/31/2023
ROPS 2023-24	FY 2022-23	3/31/2024
ROPS 2024-25	FY 2023-24	3/31/2025

The Agency's reporting requirements are to complete and file on EMMA an annual disclosure report for the 2008 Bonds. RSG's primary role would be to prepare the Annual Continuing Disclosure Report and assist the Successor Agency with reporting significant events relating to the bonds.

SCOPE OF SERVICES

For reporting periods 2021-22, 2023-24, and 2024-25, RSG will prepare an Annual Report that meets the requirements of the Official Statement for the 2008 Bonds. The Annual Report will include, or incorporate by reference, the following information:

- Principal amount outstanding
- Reserve requirement and balance in reserve account under the indenture as of June 30 of most recently completed Fiscal Year
- Assessed valuation by land use

- Historical assessed valuation and resulting revenues/collections
- Top ten taxpayers
- Appeals of top ten taxpayers
- Debt service coverage
- Significant events in the prior fiscal year

If requested, RSG will upload to EMMA the Annual Reports by March 31st of each year. RSG will send the Successor Agency proof of the submission, including the submission date.

By execution of this letter, RSG hereby requests Successor Agency staff to notify us of Significant Events in a timely manner as identified in the Official Statement for the 2008 Bonds (within one business day of the event, if possible). We are available to advise on identifying whether a Significant Event has occurred, such as if there is an unscheduled draw on debt service. RSG can assist the City with filing notice of significant events with the bondholder as soon as possible. RSG shall not be liable for failing to file notices of significant events that it was not informed of by the Successor Agency.

FEE QUOTE & STAFFING

2021-22 Annual Report (excludes Tax Roll and other County data)	\$5,500
2022-23 Annual Report (excludes Tax Roll and other County data)	\$5,000
2023-24 Annual Report (excludes Tax Roll and other County data)	\$5,000
TOTAL	\$15,500

Note the fee excludes reimbursable fees for third party data, including the equalized assessment roll (estimated at \$500). If the cost of third party data plus RSG's fees billed on a time and materials basis causes RSG to exceed the contract amount upon project completion, the City will be charged for third party data. We will bill only those hours actually worked and will not undertake any work outside the scope without a direct request and authorization from City staff. Invoices will be billed at the following hourly rates, subject to inflation:

Principal / Director	\$ 275
Senior Associate	\$ 200
Associate	\$ 185
Senior Analyst	\$ 150
Analyst	\$ 135
Research Assistant	\$ 125
Technician	\$ 80
Clerical	\$ 60
Reimbursable Expenses	Cost plus 10%

Vibeke Norgaard and Devon Lazzarino
SAND CITY SUCCESSOR AGENCY
February 10, 2023
Page 3

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. Any third party data required in excess of RSG's annual contract amount may also be charged to the client, such as the equalized assessment roll and other County data fees. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

This engagement will be completed by Suzy Kim, Director and Rebecca Riddle, Analyst. Other staff may be assigned as needed.

RSG continuing disclosure services may be requested on the ROPS as an enforceable obligation outside of the administrative budget, subject to Department of Finance approval.

Should you have any questions or concerns please do not hesitate to contact me. RSG can also execute a contract in a format provided by the City if desired.

Sincerely,
ROSENOW SPEVACEK GROUP, INC.



Jim Simon
Principal

Authorized to Proceed by:

Signature

Date

Name & Title

SAND CITY SUCCESSOR AGENCY

RESOLUTION SA 23- , 2023

**RESOLUTION OF THE SAND CITY SUCCESSOR AGENCY AUTHORIZING THE
SUCCESSOR AGENCY EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH RSG, INC. FOR CONTINUING DISCLOSURE AND
DISSEMINATION AGENT SERVICES**

WHEREAS, on November 15, 2022, the Sand City Successor Agency executed a contract with RSG, Inc. for the preparation of the Recognized Obligation Payment Schedule (ROPS) and Prior Period Adjustment (PPA); and

WHEREAS, RSG, Inc. provides financial advisory services to government organizations, and private entities, and has the technical experience and expertise to perform the annual continuing disclosure report related to the 2008 Bonds; and

WHEREAS, RSG, Inc will perform the annual bond disclosure report that meets the requirements of the Official Statement for the 2008 Bonds for fiscal years 2021-22, 2022-23, and 2023-24; and

WHEREAS, the continuing disclosure services may be requested on the ROPS as an enforceable obligation outside of the administrative budget, subject to Department of Finance approval.

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

- 1) The Executive Director is authorized to enter into a Professional Services Agreement with RSG, Inc, in substantially the same form as the attached Exhibit A, and as approved by the Agency Attorney for an amount not to exceed \$15,500;
- 2) RSC, Inc. shall maintain a Sand City business license.

PASSED AND ADOPTED by the Sand City Successor Agency this ____ day of February, 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Successor Agency Chair

Connie Horca, Agency Secretary

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE SAND CITY SUCCESSOR AGENCY AND RSG, Inc.
FOR CONTINUING BOND DISCLOSURE AND DISSEMINATION AGENT SERVICES**

THIS AGREEMENT for consulting services is made by and between the Sand City Successor Agency ("Agency"), and RSG, Inc., ("Professional") as of February ____, 2023

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

Section 2. **TERM.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 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 Agency's right to terminate the Agreement, as provided for in Section 11.

Section 3. **STANDARD OF PERFORMANCE.**

3.1 **Standard of Performance.** Professional shall perform all services and prepare all work products required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession.

3.2 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from Agency of such desire of Agency, reassign such person or persons.

Section 4. **COMPENSATION.** Agency hereby agrees to pay Professional a sum not to exceed Fifteen thousand five hundred dollars (\$15,500), 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 Agency acknowledge and agree that compensation paid by Agency 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. Agency 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. Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency 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 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 Agency or Professional terminates this Agreement pursuant to Section 10, the Agency 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. Agency shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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 Agency, and hold harmless the Agency 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 Agency 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 Agency 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 Agency, Professional shall indemnify, defend, and hold harmless Agency 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 Agency, and any attorneys' fees and costs incurred by the Agency 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 Agency. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. Agency shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement; however, otherwise Agency 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 Agency in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the Agency. The Agency 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 Agency, 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 Agency, including but not limited to eligibility to enroll in PERS as an employee of Agency and entitlement to any contribution to be paid by Agency 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 Agency may specify in writing, Professional shall have no authority, express or implied, to act on behalf of Agency in any capacity. Professional shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

Section 9. LEGAL REQUIREMENTS.

- 9.1 Governing Law.** The laws of the State of California shall govern this Agreement. Any legal action filed by the Parties with respect to this Agreement shall be filed in Monterey County, California.
- 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 Agency is bound by the terms of such fiscal assistance program.
- 9.4 Licenses and Permits.** Professional represents and warrants to Agency 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 Agency 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 Agency 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.** Agency may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement upon sixty (60) days' written notice to Agency 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; Agency, however, may condition payment of such compensation upon Professional delivering to Agency 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 Agency in connection with this Agreement.
- 10.2. Extension.** Agency 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 Agency grants such an extension, Agency 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, Agency 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.** Agency 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 Agency 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, Agency'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 Agency 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 Agency. Professional hereby agrees to deliver those documents to the Agency 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 Agency and are not necessarily suitable for any future or other use. Agency and Professional agree that, until final approval by Agency, 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 Agency 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 Agency.

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 Monterey or in the United States District Court for the Central 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 Agency 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 Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency 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 Agency. If Professional was an employee, agent, appointee, or official of the Agency 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 Agency for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

12.8 Contract Administration. This Agreement shall be administered by the Successor Agency Executive Director ("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:
RSG, Inc

Any written notice to Agency shall be sent to:
Vibeke Norgaard,
City Manager/Successor Agency Executive Director,
Connie Horca,
City Clerk/Successor Agency Secretary
1 Pendergrass Way,
Sand City, CA 93955

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

12.11 Integration. This Agreement, including the scope of work and compensation schedule 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 Agency 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 Agency before execution of this Agreement. The Agency'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.

AGENCY OF SAND AGENCY

PROFESSIONAL

Vibeke Norgaard,
Successor Agency Executive Director

Date: _____

Date: _____

Attest:

Connie Horca, Agency Secretary/City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, Agency Attorney

Date: _____

EXHIBIT A
CONSULTANTS PROPOSAL



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 5414585
INFO@WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

February 10, 2023

Vibeke Norgaard, City Manager
Devon Lazzarino, Finance/HR Specialist
SAND CITY SUCCESSOR AGENCY
1 Pendergrass Way
Sand City, CA 93955

RECEIVED
FEB 10 2023
CITY OF SAND CITY

PROPOSAL FOR CONTINUING DISCLOSURE AND DISSEMINATION AGENT SERVICES

Dear Ms. Norgaard and Ms. Lazzarino:

RSG, Inc. ("RSG") is pleased to present this proposal to the Sand City Successor Agency ("Agency") to implement the annual continuing disclosure reporting requirements of the former Sand City Recevelopment Agency 2008 Series B Taxable Tax Allocation Bonds ("2008 Bonds").

This proposal covers a three (3) year reporting periods the annual reports due on the following schedule:

ROPS Period	Reporting Year	Report Due Dates
ROPS 2022-23	FY 2021-22	3/31/2023
ROPS 2023-24	FY 2022-23	3/31/2024
ROPS 2024-25	FY 2023-24	3/31/2025

The Agency's reporting requirements are to complete and file on EMMA an annual disclosure report for the 2008 Bonds. RSG's primary role would be to prepare the Annual Continuing Disclosure Report and assist the Successor Agency with reporting significant events relating to the bonds.

SCOPE OF SERVICES

For reporting periods 2021-22, 2023-24, and 2024-25, RSG will prepare an Annual Report that meets the requirements of the Official Statement for the 2008 Bonds. The Annual Report will include, or incorporate by reference, the following information:

- Principal amount outstanding
- Reserve requirement and balance in reserve account under the indenture as of June 30 of most recently completed Fiscal Year
- Assessed valuation by land use

- Historical assessed valuation and resulting revenues/collections
- Top ten taxpayers
- Appeals of top ten taxpayers
- Debt service coverage
- Significant events in the prior fiscal year

If requested, RSG will upload to EMMA the Annual Reports by March 31st of each year. RSG will send the Successor Agency proof of the submission, including the submission date.

By execution of this letter, RSG hereby requests Successor Agency staff to notify us of Significant Events in a timely manner as identified in the Official Statement for the 2008 Bonds (within one business day of the event, if possible). We are available to advise on identifying whether a Significant Event has occurred, such as if there is an unscheduled draw on debt service. RSG can assist the City with filing notice of significant events with the bondholder as soon as possible. RSG shall not be liable for failing to file notices of significant events that it was not informed of by the Successor Agency.

FEE QUOTE & STAFFING

2021-22 Annual Report (excludes Tax Roll and other County data)	\$5,500
2022-23 Annual Report (excludes Tax Roll and other County data)	\$5,000
2023-24 Annual Report (excludes Tax Roll and other County data)	\$5,000
TOTAL	\$15,500

Note the fee excludes reimbursable fees for third party data, including the equalized assessment roll (estimated at \$500). If the cost of third party data plus RSG's fees billed on a time and materials basis causes RSG to exceed the contract amount upon project completion, the City will be charged for third party data. We will bill only those hours actually worked and will not undertake any work outside the scope without a direct request and authorization from City staff. Invoices will be billed at the following hourly rates, subject to inflation:

Principal / Director	\$ 275
Senior Associate	\$ 200
Associate	\$ 185
Senior Analyst	\$ 150
Analyst	\$ 135
Research Assistant	\$ 125
Technician	\$ 80
Clerical	\$ 60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. Any third party data required in excess of RSG's annual contract amount may also be charged to the client, such as the equalized assessment roll and other County data fees. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

This engagement will be completed by Suzy Kim, Director and Rebecca Riddle, Analyst. Other staff may be assigned as needed.

RSG continuing disclosure services may be requested on the ROPS as an enforceable obligation outside of the administrative budget, subject to Department of Finance approval.

Should you have any questions or concerns please do not hesitate to contact me. RSG can also execute a contract in a format provided by the City if desired.

Sincerely,
ROSENOW SPEVACEK GROUP, INC.



Jim Simon
Principal

Authorized to Proceed by:

Signature

Date

Name & Title

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 Agency of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Agency. 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 Agency. 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 Agency 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 Agency. Professional shall notify Agency 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 Agency 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. Agency 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 Agency 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 Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the Agency 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 Agency 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 Agency. Professional shall notify Agency 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 Agency.
 - 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency, 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 Agency 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 Agency may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency 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.

**AGENDA ITEM
6C.**

**Approval of 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**

Memo

To: Mayor and City Council
From: Vibeke Norgaard, City Manager *VN*
Date: February 17, 2023 (for February 21, 2023 Council meeting)
Subject: Review of City Donations/Contributions

Attached is a request for support and contribution for fiscal year 2022-23. After reviewing this request, the following donation is recommended:

- AIA Monterey Bay Arts & Lecture Series - \$250
- Pajaro Valley Ohlone Indian Council for the MMIWGTS Red Dress Day - \$500

If any Council member wants to discuss these requests or to propose a different contribution, then this item should be pulled from the consent calendar for discussion with the full Council.

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

February 6, 2023

Dear Ms. Norgaard,

American Institute of Architects Monterey Bay respectfully requests a grant from the City of Sand City, in the amount of \$2,000, to support our Arts + Architecture Lectures Series. This year's series addresses the housing crisis in our area, and is titled: *Housing: Finding Solutions With Architecture*.

All four lectures will take place at Sand Box Sand City, on February 9, March 16, April 27, and May 18. I have attached the press release for your Information. If you would like more details on each lecture and the renowned speakers that we're pleased to present, please visit AIAMontereyBay.org.

With kind regards,

Shirmaine Jones
Executive Director, AIA Monterey Bay



Monterey Bay

2023 ARTS + ARCHITECTURE LECTURE SERIES



HOUSING: FINDING SOLUTIONS WITH ARCHITECTURE

LECTURE 1 | FEBRUARY 9, 2023

**Why California Has a Housing Crisis and
What Can Be Done to Fix it**

LECTURE 2 | MARCH 16, 2023

9 Ways to Make Housing for People

LECTURE 3 | APRIL 27, 2023

**DENSE-CITY: Housing for Quality of Life
and Social Change**

LECTURE 4 | MAY 18, 2023

**HOUSING ON THE CENTRAL COAST:
Community Panel Discussion & Forum**



RED DRESS DAY

*RAISING AWARENESS OF MURDERED & MISSING
INDIGENOUS WOMEN, GIRLS AND TWO SPIRIT PEOPLE
(MMIWGTS)*

SATURDAY, MAY 6, 2023

- Time: 11:00 am - 6:00 pm
- Address: Oldemeyer Center,
986 Hilby Ave, Seaside, CA 93955

SCHEDULED EVENTS

- MMIW Memorial Ceremony
- MMIW California Legislation Update
- Indigenous Women Speaker Panel
- Storytellers, Drummers, Singers & Dancers
- Red Dress Art Exhibit
- Native Arts and Crafts Raffle



Sponsored by:
Arts Council of Monterey County
•
California-American Water Company
•
City of Seaside

*Flyer by
Forest Dempsey*

1. General Description of Red Dress Day project and activities to be used by event planners and organizers as needed:

Supporting Indigenous Communities Group (SICG), with fiscal sponsorship provided by **501c3 Pajaro Valley Ohlone Indian Council**, is seeking grant or individual donor support to support the planning, organizing and implementation of an Indigenous Education, Arts and Culture event **Red Dress Day: Raising Awareness of Missing and Murdered Women, Girls and Two Spirits (MMIWGTS)** that will take place at Oldemeyer Center in Seaside, California, and is scheduled for Saturday, May 6, 2023. This event is open to ALL Indigenous communities and the general public.

Red Dress Day is a direct response to President Biden's proclamation of May, 2021 that May 5th be recognized nationally as Missing and Murdered Indigenous Women (MMIW) Awareness Day. Subsequent social, legislative and cultural action/events at the National, State and Regional levels have expanded this issue to include girls and Two Spirits (indigenous LGBTQ).

The event combines Indigenous speakers & presentations including:

- ◆ A traditional Memorial Ceremony for MMIWGTS;
- ◆ A moderated Indigenous Women Speakers' Panel;
- ◆ Updates on California MMIWG2S legislation (AB1314 Feather Alert System) and other statewide initiatives by state legislators and tribal leaders (please note Governor Newsom's support of MMIWGTS initiatives.

<https://www.lakeconews.com/news/73767-governor-signs-feather-alert-bill>

- ◆ Indigenous storytellers, drummers, dancers and singers; and 5) A Red Dress art exhibit— on this day, **and art display of red dresses** will show support for the lives of MMIWGTS. (*See the Smithsonian Museum of the American Indian article on their Red Dress Day Project.*

<https://www.smithsonianmag.com/smithsonian-institution/these-haunting-red-dresses-memorialize-murdered-and-missing-indigenous-women-180971730/>

Collaborative partnerships: This project is a collaboration between:

- ◆ SICG, Pajaro Valley Ohlone Indian Council, Sand City's Mayor's Office, Native California Research Institute, Standing Tall Women Circle.
- ◆ Grant and in-kind sponsors: The City of Seaside, Arts Council of Monterey County, and the California-American Water Company.
- ◆ Individual donors.

Red Dress Day is an event:

- ◆ Unique to the Tri-county area of Monterey, San Benito and Santa Cruz counties;
- ◆ That is open to Indigenous communities and to the general public to raise awareness of critical issues surrounding this national tragedy;
- ◆ That will increase intercultural dialogue, and create bonds of shared interest moving into the future;
- ◆ That will join a nationwide effort to increase awareness and transparency in support of MMIWGTS.

Outreach to the general public. The event will have the highest level of promotion and publicity including a targeted social media outreach to approximately 1-2,000 Facebook members. Online and conventional local newspaper articles, and local TV coverage.

2. Objectives and desired outcomes

SICG's goal is to ignite shared experiences and create unexpected connections that strengthen our Indigenous communities and non-indigenous allies. The central driving themes for this event: social justice; preservation, protection, and celebration of living cultural resources; and sustainable community building will allow us to accomplish this as follows:

- ◆ **Empowering** event participants to learn about Indigenous rights to culture, health, security and justice and to recognize that Indigenous women, girls and Two Spirits are also holders of these tribal rights that have been denied to MMIWGTS people.
- ◆ **Creating** an accessible Tri-county-wide event, that will raise awareness of critical issues surrounding this national tragedy; to increase intercultural dialogue, and to create bonds of shared interest.
- ◆ **Joining** a nationwide effort to increase awareness in support of MMIWGTS.
- ◆ **Spark unexpected and welcome connections** between art, history, ethnicity, and social justice by providing a rich cultural context to explore the primary issues of MMIWGTS.

Evaluation/Surveys:

- ◆ **Demographics:** We aim to engage 200-300 participants who will reflect the diversity of our Tri-Counties and will also measure attendance and audience demographics (age, race/ethnicity, zip code).
- ◆ **Quality of event participant's experiences** will be measured by a survey that will measure increase in awareness of MMIWGTS, feelings of increased civic/creative agency and established new connections-network

3. Capacity

SICG has built an extensive network with academic institutions, schools, civic bodies, and community organizations to support indigenous activities that include:

- ◆ **Cultural events** for Native American/Indigenous communities in the Tri-county areas to gather and celebrate their respective cultures.
- ◆ **Opportunities** for Native American/Indigenous communities to collaborate and share important resources to benefit their families and communities.
- ◆ **Raising awareness** of critically important issues facing Native American/Indigenous communities such as the (MMIWGTS) crisis, and at the local level, endemic poverty, educational challenges etc.

SIGC Executive Committee

Chair: Mary Ann Carbone (Chumash), Mayor of Sand City.

Vice-Chair: Dr. Ismana Carney, (Retired) College/University Lecturer; Higher Education Director of Student Support Services; author, filmmaker.

Treasurer: Teresa Alderete (Chumash-Yokut), Vice-Chair of Pajaro Valley Ohlone Indian Council, multi-media artist.

Secretary: Daian Hennington (Wobanaki-Penobscot), (Retired) Psychiatric Social Worker for Monterey County Behavioral Health, and Lecturer in the School of Social Work at CSUMB.

Past events: SIGC Executive Committee members have organized/consulted or participated in Indigenous events and initiatives over the years. A few examples include but are not limited to:

- ◆ **October 2018-2022 Annual Indigenous People's Day** in Sand City, California.
- ◆ **Gathering of the Elders**, Watsonville, California, celebrating its 39th anniversary, this event is an intertribal California cultural exchange focusing on youth and family, emphasizing respecting our Elders, holders of Indigenous culture and values.
- ◆ **December, 2022. SIGC Executive Members** attended a MMIWGTS Feather Alert Roundtable hosted by the Native American Legislative Caucus and the Picayune Rancheria of the Chukchansi Indians and assisted in preparing the AB12314 Feather Alert rollout, ensuring effective policies and practices that meet Indian Country needs.

**AGENDA ITEM
8A.**

**Presentation by EMC Planning Group
regarding the Housing Element Update**

CITY OF SAND CITY

STAFF REPORT

February, 2023
(For City Council consideration on February 21, 2023)

TO: Mayor & City Council

FROM: Martin Carver, AICP; Ande Flower, AICP, EMC Planning Group

SUBJECT: 6th Cycle Update to the City's Housing Element

BACKGROUND

In accordance with State law Sand City's General Plan is the City's long-range view of its future and includes seven mandated elements: Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. The Housing Element establishes policies and programs to address housing needs for all economic segments of the community. The City's current (5th cycle) housing element was adopted in 2016 and certified by the state Department of Housing and Community Development (HCD). State law requires that local jurisdictions update their Housing Element on a regular basis. This new update of the Housing Element (6th cycle) is for the 2024-2032 planning period and is due to be adopted by December 31, 2023.

The Regional Housing Needs Allocation (RHNA) is mandated by state law as part of the periodic process of updating local housing elements of the General Plan. The RHNA quantifies the need for housing within each jurisdiction during the specified planning periods. The Association of Monterey Bay Area Governments (AMBAG) is responsible for developing RHNA allocations for this region, based on totals provided by the California Department of Housing and Community Development (HCD). Table 1 compares Sand City's previous 5th cycle RHNA with its new 6th cycle RHNA.

Table 1: Regional Housing Needs Allocation Comparison (5th and 6th Cycles)

Income Group	6th Cycle RHNA	5th Cycle RHNA	Difference	Percent
Very Low	59	13	46	--
Low	39	9	30	--
Moderate	49	10	39	--
Above Moderate	113	23	90	--
Total	260	55	205	472%

Source: AMBAG 2022; EMC Planning Group

As is evident in the table above, AMBAG (and by extension HCD) has increased Sand City's RHNA almost 5-fold (472%) from 55 units to 260 units for the new 6th cycle Housing Element.

The statutory deadline for completing the update is December 15, 2023. This tight timeline necessitates a process for rapid community review and collaboration. There are no City Council or Commission approval requirements prior to the initial draft submittal to HCD. HCD requires a 90-day review period with the preliminary draft, preceded with a 30-day public comment period according to AB 215. HCD's revision requests from that draft will guide any subsequent drafts. Our goal is to not need HCD reviews subsequent to their first review, though commonly a second 60-day review will likely be necessary within the timeline. This adds up to a full 6-month period in which the policy document would either be in HCD or public review.

ANALYSIS

Project Schedule

As of the date of this City Council meeting, the City, its staff, and consultants have approximately 10 months to prepare and adopt the 6th cycle Housing Element. Of these 10 months, more than half (6 months) is devoted to public review and review by HCD. Highlights of the proposed schedule include:

- March 31: Administrative Draft
- April 15: Public Review Draft
- June 1: HCD Draft
- June – Aug: HCD Review
- October 1: Revised HCD Draft
- Oct – Nov: 2nd HCD Review
- Dec 19: City Council Adoption

A chart showing the project milestones is attached as **Attachment 1**.

Our experience suggests that timely certification is predicated on decision-makers trusting a radically transparent, yet unconventional path toward final adoption, where drafts are released to both the public and to HCD without detailed approval through City Council. This is necessary to make up for the fact that consultants and staff no longer receive HCD guidance until the 90-day review is complete. HCD's guidance is essential to provide decision-makers with Sand City-specific direction necessary for informed adoption consideration.

In order to create time in the schedule for complete CEQA analysis for the chosen sites' strategy, the Sites Inventory will be the first decision point. Simultaneously, it is crucial to understand the effects and impact of prior Housing Element Cycles from City Staff in

order to build on what works well in Sand City. The AFFH analyses will also dovetail into this approach, with outreach products impacting policies and programs.

Essential to submitting a ready-to-certify Housing Element update is developing local knowledge to assist in understanding and to describe demographic shifts over time. Surveys will help our narrative reflect the story of how Sand City can become more inclusive through innovative affordable housing solutions responsive to the unique needs of the area. It is a necessarily iterative process to draft a viable 6th Cycle Housing Element and it demands cycles of participation from the community, stakeholders, and decision-makers.

Our proposed implementation plan and estimated timeline to update the Housing Element and obtain certification from HCD by December 15, 2023 heavily relies on City decision-maker cooperation to welcome a radically transparent process and to be engaged in the process early and often.

Public Participation

Public participation is an important component of the housing element update process. Staff and consultants will be reaching out to community members—renters, land owners, business owners, housing advocates, and others—to gather opinions, ideas, and information. Two critical parts of this effort include a public workshop and community surveys.

Public Workshop

City Staff and consultants will negotiate a public workshop date to discuss the 6th cycle Housing Element update that coincides with the public comment period for the preliminary draft.

Community Surveys

Leading up to the Public Workshop, staff, community groups, and consultants will be reaching out through direct mail to every household and property owner holding land in Sand City to solicit information, ideas, and concerns related to housing in Sand City. Currently, staff and consultants are intending three such surveys:

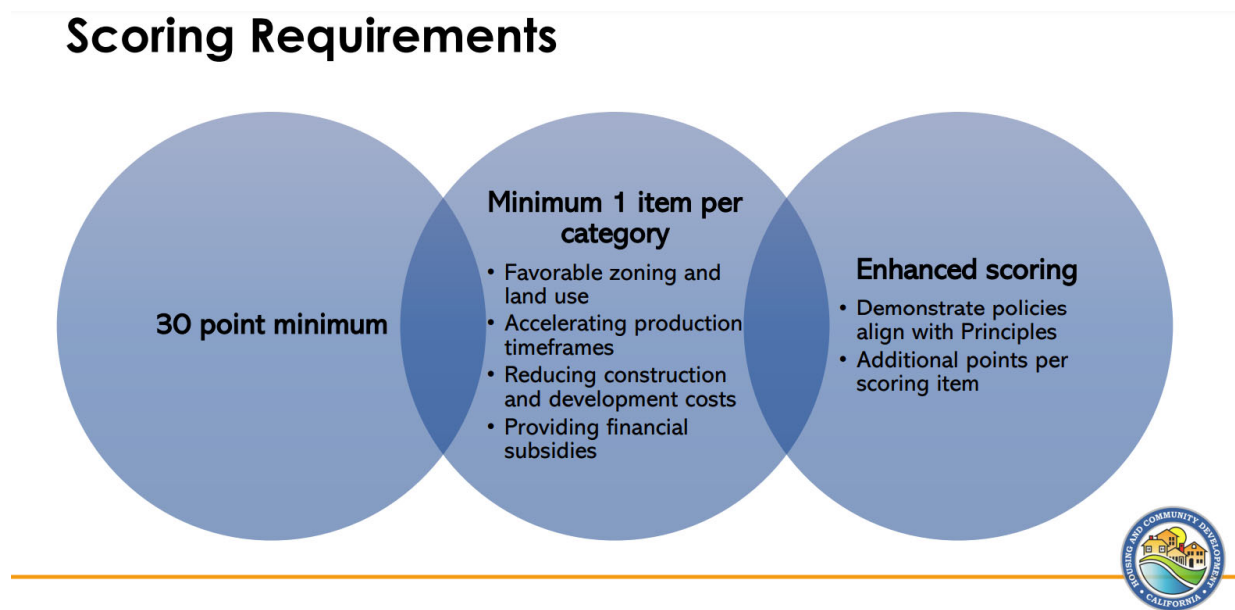
- To all interested parties, a general solicitation to gather information, ideas, and concerns;
- To residents, a more specific inquiry related to the State of California's new mandate regarding affirmatively furthering fair housing (AFFH);
- To business and property owners, a specific inquiry about properties available for housing development, real and perceived constraints to the development of affordable housing, and the needs of shop owners who provide basic services to the residents of Sand City.

Pro-Housing Designation

In early 2019, the Governor of California threatened legal action against cities that were out of compliance with state housing law. Of the 47 cities identified by the Governor, seven were on California's Central Coast, and Sand City was one of these seven cities. This identification by the Governor's office places the onus on Sand City to improve housing element compliance, and it means that the City's 6th cycle Housing Element will garner special attention by HCD as it reviews the draft document for certification.

One way to improve the likelihood of prompt certification and to avoid the expense of multiple rounds of review and revision is to pursue California's new Pro-Housing Designation. In the 2019-2020 legislative cycle, the Newsom Administration and the California Legislature passed the Pro-Housing Designation Program to address housing and homelessness. The California Department of Housing and Community Development (HCD) administers the program, which provides incentives for local governments to local governments to increase the availability of housing in their communities. Figure 1 provides a summary of the scoring requirements for the Pro-Housing Program.

Figure 1: Pro-Housing Scoring Requirements



Favorable Zoning and Land Use

- +3 Rezoning sufficient sites to accommodate 150% or more of regional housing needs by total or income category
- +3 Permitting missing middle housing uses
- +2 Eliminating or reducing parking requirements, establishing parking maximums

Accelerating Production Timeframes

- +3 Establishment of ministerial approval processes for a variety of housing types
- +2 Documented practice of streamlining housing development
- +1 Priority permit processing for ADUs, multifamily, affordable housing

Reducing Construction and Development Costs

- +3 Impact fee waivers or reduction
- +1 Promoting innovative housing types that reduce costs
- +1 Reducing transportation-related infrastructure costs
- +1 Pre-approved or prototype plans for missing middle housing types

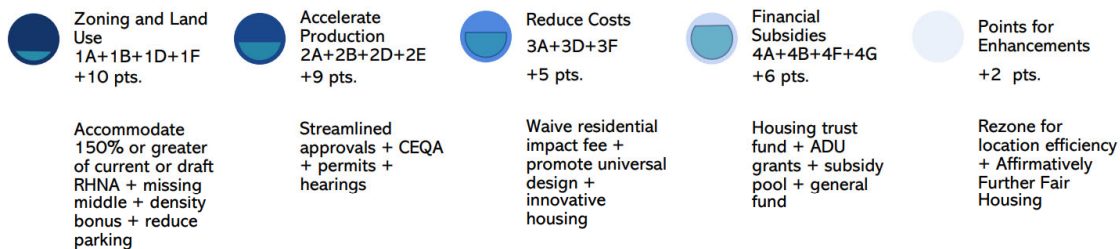
Providing Financial Subsidies

- +2 Local Housing Trust Funds
- +2 ADU grants and Low Interest Loan Programs
- +2 Land Donations Through Surplus Land Program
- +2 Enhanced Infrastructure Financing Districts

Figure 2 shows a sample of successful scoring for the Pro-Housing Designation.

Figure 2: Pro-Housing Sample Scoring

Example Prohousing Jurisdiction



TOTAL: 32 pts.



In summary, adopting a policy and program as part of Sand City's 6th cycle Housing Element that commits the City to pursue the Pro-Housing Designation over the course of the next few years could help ease the process of HCD's certification of Sand City's housing element.

FISCAL IMPACT

There is no direct fiscal impact associated with the discussion of the 6th cycle Housing Element update process. There is, however, an impact on staff resources, as they work with the planning consultant to prepare the update.

CEQA

Staff and consultant anticipate that the ultimate adoption of the 6th cycle Housing Element will require analysis pursuant to the California Environmental Quality Act (CEQA). At this time, it is anticipated that an Initial Study will be prepared to analyze the potential impacts that the adoption of the Housing Element could have on the environment. This anticipated outcome could change over the course of the Housing Element preparation, and staff will keep the City Council informed as the process proceeds.

RECOMMENDATION

There is no formal action required for this agenda item. This item is to inform the City Council of the tasks ahead necessary to complete the 6th cycle Housing Element on time (December 15, 2023). It is also an opportunity to hear from the City Council on any ideas, concerns, and/or direction to staff and consultants regarding the matter. As such, this staff report contains no formal recommendation for action.

Attachment 1

Sand City													
2023 Housing Element Update													
Project Milestones													
	21-Feb	15-Mar	1-Apr	15-Apr	1-May	15-May	1-Jun	June--August	1-Sep	19-Sep	1-Oct	1-Dec	19-Dec
City Council (Also Housing Committee?)													
--Project Schedule													
--Prohousing Discussion													
--Workshop Planning													
--AFPH Survey Notice													
Administrative Draft Housing Element (Completed)													
City Staff Review Completed (2 weeks)													
Public Review Draft (Published for 30-day review)													
Public Workshop													
End Public Review; Initiate Housing Element Revisions													
HCD Draft (Delivered to HCD for 90-day review)													
CEQA Preparations													
Receive HCD Letter; Initiate Housing Element Revisions													
City Council													
--HCD Letter (for information only)													
Revised HCD Draft (Delivered to HCD for 60-day review)													
Receive HCD Intent to Certify Letter; Complete Housing Element Revisions													
** City Council Action													

AGENDA ITEM 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

CITY OF SAND CITY

STAFF REPORT

FEBRUARY 15, 2023
(For City Council consideration on February 21, 2023)

TO: Mayor & City Council

FROM: Charles Pooler, City Planner

**SUBJECT: Amendments to Housing Element Contract & Parking Plan Contract
with EMC Planning Group, Inc.**

BACKGROUND

Since 2015, EMC Planning Group, Inc. (EMC) has provided responsive and quality planning related services for the City of Sand City in augmenting the extremely limited in-house staff for the Community Development and Planning Departments. As the City Planner is retiring by end of February, it is necessary to immediately bolster the City's Planning staff services by expanding the current EMC contracts and budget allocations to complete both the Housing Element and the Parking Plan.

Housing Element:

The City Council approved Resolution SC 22-80 and entered into a contract with EMC Planning Group, Inc. ("EMC") for an amount of \$238,000 plus a contingency fund of \$22,000 to complete the Sand City Housing Element based on a detailed 'scope of work' and 'cost schedule'. The original contract estimate of \$237,900 plus contingency was based on public outreach efforts to be conducted by the in-house City Planner in order to minimize the contract budget. Since the City Planner is retiring, there is a need to reassign the public outreach, staff report, and presentation tasks to EMC, which are currently not covered by either the Housing Element contract or the standard professional service (staff augmentation) contract. The additional EMC public outreach effort necessary to address the Planning Department's staff vacancy will require an additional budget allocation of \$30,000 added to the current budget allocation of \$238,000 for a total revised streamlined contract amount of \$268,000 plus contingency (unchanged) for the term of the contract to complete the Housing Element update. As the Housing Element is on an expedited completion time-line to meet California Department of Housing and Urban Development (HCD) deadlines, any delay in preparing the Housing Element update should not be an option. The original budget of \$238,000, addition of \$30,000, and contingency of \$22,000 totals \$290,000.

Parking Plan:

In January of 2020, the City Council authorized a service agreement with EMC to prepare a Parking Plan under the supervision of the City Planner and to prepare an environmental

initial study in accordance with the California Environmental Quality Act (CEQA). The Parking Plan has had multiple contract extensions and budget increases since 2020 to facilitate completion of the Parking Plan resulting from production postponements by the City Planner and unanticipated cost overruns. An administrative draft of the Parking Plan was presented to City Council on October 4, 2022 with several sections and tasks remaining incomplete; which are the engineering cost estimates to be provided by the City Engineer for the document's proposed public improvements, a new chapter or section to address recent State Legislation (AB 2097) in relation to the Parking Plan, completion of the "Priority Recommendation" conclusion chapter, and performing the environmental CEQA review and certification. After a conference meeting between the City Manager, City Planner, City Attorney, and EMC staff in late January of 2023, it was determined that performing a comprehensive environmental initial study and negative declaration (mitigated or otherwise) on the Parking Plan, per CEQA Guidelines, was the best long-term course of action for the City to implement aspects of the Parking Plan recommendations as part of the City's Capital Improvement Program over time. Thereafter, EMC provided the City an estimate of \$27,000 (rounded up - See staff report Exhibit A) to complete the environmental Initial Study and prepare a mitigated negative declaration. To ensure sufficient funding is provided, staff recommends the contract budget add \$30,000 (\$3,000 over the estimate to cover any minor unforeseen expenses to wrap up this project). Staff estimates that CEQA review can be completed within 60-90 days (includes public review times and Council certification).

Fiscal Impact:

Regarding the Housing Element, the City's budget in the mid-year review would be amended to add the original contract amount of \$260,000 (includes scope of work of \$238,000 and contingency of \$22,000) that was approved in November of 2022 and the now additional \$30,000 for an updated total contract budget of \$290,000. It should be noted that the \$290,000 will be partially offset by the LEAP Grant of \$65,000 from HCD and REAP Grant of \$65,000 from AMBAG. For the Parking Plan, the budget would be amended to add \$30,000 to perform the environmental initial study, public outreach and distribution, noticing, presentation to Council and CEQA certification and posting.

RECOMMENDATION

Staff recommends **APPROVAL** of the attached resolution to direct the City Manager to enter into an agreement amendment for expanded scope of work and budget for the Housing Element contract (Attachment 1) and Parking Plan contract (Attachment 2) with EMC Planning Group, Inc.

EXHIBIT(S):

- A. EMC budget estimate for CEQA review of the Parking Plan.

ATTACHMENT(s):

- 1) Draft Resolution with attachment approving an amendment to the Housing Element contract with EMC Planning Group (Resolution Attachment is the service agreement amended language)

- 2) Draft Resolution with attachment approving an amendment to the Parking Plan contract with EMC Planning Group (Resolution Attachment is the service agreement amended language)

Sand City West End Parking Plan (ISMND Amendment No. 4)

Task	EMC Planning Group Inc.								Total Hours	Total Cost
	Staff	Senior Principal	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Graphics	Production Manager	Admin./ Production		
Billing Rate (Per Hour)		\$250.00	\$150.00	\$125.00	\$190.00	\$95.00	\$125.00	\$115.00		
1. Project Management		8.0	4.0	0.0	0.0	0.0	0.0	1.0	13.0	\$2,715.00
2. Research and Development		2.0	12.0	1.0	0.0	0.0	0.0	1.0	16.0	\$2,540.00
3. Draft ISMND		8.0	40.0	16.0	16.0	12.0	6.0	0.0	98.0	\$14,930.00
4. Public Review ISMND		1.0	6.0	1.0	1.0	0.0	2.0	0.0	11.0	\$1,715.00
5. Noticing and Distribution		1.0	4.0	0.0	0.0	0.0	0.0	1.0	6.0	\$965.00
6. Response to Comment and MMRP		1.0	2.0	2.0	4.0	1.0	0.0	0.0	10.0	\$1,655.00
7. Public Hearings 2)		0.0	8.0	0.0	0.0	0.0	0.0	0.0	8.0	\$1,200.00
8. Notice of Determination		0.0	1.0	0.0	0.0	0.0	0.0	1.0	2.0	\$265.00
Subtotal (Hours)		21.0	77.0	20.0	21.0	13.0	8.0	4.0	Total Hours	164.0
Subtotal (Cost)		\$5,250.00	\$11,550.00	\$2,500.00	\$3,990.00	\$1,235.00	\$1,000.00	\$460.00	Total Cost	\$25,985.00

Additional Costs	
Production Costs	\$50.00
Travel Costs	\$10.00
Postal/Deliverables	\$10.00
Miscellaneous	\$100.00
Administrative Overhead 10%	\$17.00
Total	\$187.00

Total Costs	\$26,172.00
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NOTE: This proposal is valid for 90 days

CITY OF SAND CITY

RESOLUTION SC _____, 2023

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
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**

WHEREAS, cities in California are required to routinely update their Housing Elements every eight (8) years, which is subject to review and approval by the California Department of Housing and Community Development (HCD); and

WHEREAS, Sand City's 6th Cycle Housing Element update is approaching its mandated deadline of December 15, 2023, when it must be completed and approved by HCD and adopted by the City; and

WHEREAS, the City of Sand City (the "City") approved Resolution SC 22-80 and entered into a contract with EMC Planning Group, Inc. ("EMC") for an amount of \$238,000 plus a contingency fund of \$22,000 to complete the Sand City Housing Element based on a detailed 'scope of work' and 'cost schedule'; and

WHEREAS, the original contract estimate of \$237,900 plus contingency was based on public outreach efforts to be conducted by the in-house City Planner in order to minimize the contract budget; and

WHEREAS, City Planner Charles Pooler, with almost 30-years of service in the City's Planning Department, has put in for retirement resulting in a need to reassign the Housing Element update public outreach efforts and provision of staff reports and presentations to Council to EMC that is not currently covered by either the housing element contract or the standard professional service contract; and

WHEREAS, the additional EMC public outreach effort necessary to address the Planning Department staff vacancy will require an additional budget allocation in the amount of \$30,000 added to the current budget allocation for a total revised streamlined contract amount of \$268,000 plus contingency for the term of the contract to complete the Housing Element update; and

WHEREAS, EMC has qualified staff able to perform the necessary public outreach in accordance with the criteria mandated by the California Department of Housing and Community Development (HCD); and

WHEREAS, modifying a contract for preparation/completion of the housing element update does not require CEQA (California Environmental Quality Act) review per CEQA Guideline sections 15060(c)(2) and 15060(c)(3) as such action will have no foreseeable direct or

indirect physical change in the environment and does not qualify as a 'project' per CEQA Guideline section 15378.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sand City to hereby authorize the City Manager to execute an amended agreement (attached hereto and incorporated herein as "Resolution Exhibit A" by this reference) for preparation of the Housing Element Update (6th Cycle) to include services for public outreach that satisfies State requirements in certifying the Housing Element and preparation and presentation of staff reports and documents to City Council at a revised contract amount not to exceed \$290,000 (inclusive of contingency).

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

RESOLUTION EXHIBIT A
Resolution SC 23- (2023)

**FIRST AMENDMENT TO HOUSING ELEMENT SERVICE AGREEMENT
WITH EMC PLANNING GROUP, INC**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "**Amendment**"), dated February 21, 2023, amending that certain Housing Element PROFESSIONAL SERVICES AGREEMENT ("**PSA**") entered into on October 19, 2022 by and between the City of Sand City, a California municipal corporation (the "**City**") and EMC Planning Group, Inc. ("**Consultant**"). The City and the Consultant are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the Parties desire to amend the payment term of the PSA to accommodate the need for extra services due to the retirement of the City Planner .

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Section "II Services" is revised in its entirety as follows:

"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 set forth in full, in addition to conducting the necessary and required public outreach tasks, and preparation of staff reports and presentations to City Council related to the Sand City 6th Cycle Housing Element. 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 or otherwise stated within this agreement. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at it sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A or as otherwise stated in this AGREEMENT. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail."

Section 2. Section "VI. Payment" is revised in its entirety as follows:

- A. "A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed two hundred and sixty eight thousand dollars (\$268,000) for the total term of the Agreement unless additional payment is approved as provided in this

Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed twenty-two thousand (\$22,000) as a contingency, but in no event shall the sum of the contingency and contract amount noted in Section 2A above, exceed two hundred and ninety thousand dollars (\$290,000) unless otherwise specified in the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice."

Section 2. Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the PSA remain unchanged and in full force and effect. In the event there is a conflict between the terms and provisions of this Amendment and the PSA as originally executed, the terms and provisions of this Amendment shall control.

Section 3. General Provisions.

This Amendment may be executed in separate counterparts, which together shall be fully effective as an original and together constitute one and the same instrument. Facsimile signatures appearing hereon shall be deemed originals. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY

City of Sand City

CONSULTANT

EMC Planning Group, Inc

By:

Vibeke Norgaard
City Manager

By:

Michael Groves
Senior Principle

CITY OF SAND CITY

RESOLUTION SC _____, 2023

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING AN AMENDMENT OF THE SERVICE AGREEMENT WITH EMC PLANNING GROUP, INC. TO INCREASE THE BUDGET FOR COMPLETION THE PARKING PLAN & PERFORMING THE CEQA RELATED REVIEW

WHEREAS, the City Council and Planning Department recognize the need for appropriately located and designed public parking throughout the West End District of Sand City and how currently insufficient public parking amenities within Sand City (the "City") have been a hindrance to enticing, permitting, and incorporating land uses and activities that are generally encouraged by the City's General Plan (2002 ed.) as revitalizing and economically stimulating; and

WHEREAS, Sand City Municipal Code (hereinafter "SCMC") Chapter 10.12 adopted in 1988 and Chapter 18.64 last updated in 2007 are outdated and insufficient to address the current parking needs of the City, current state law parking requirements for affordable housing, and mixed-use development and uses encouraged by the General Plan (2002 ed.), thus making an update of SCMC Chapters 10.12 and 18.64 imperative; and

WHEREAS, the City recognizes the need to create a comprehensive parking plan with long-term programs and policies that identify public parking opportunities, provide general public parking designs to guide future capital improvement projects, establish public parking management program options, and identify potential funding sources to construct additional public parking; and

WHEREAS, in January of 2020, the City Council authorized a service agreement with EMC Planning Group Incorporated (hereinafter "EMC") to prepare a Parking Plan under the supervision of the City Planner and to conduct an environmental initial study and impact determination of the Parking Plan in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the administrative draft of the Parking Plan was presented to City Council on October 4, 2022; with several sections and tasks remaining incomplete; which are the engineering cost estimates for the document's proposed public improvements, a new chapter or section to address recent State Legislation (AB 2097) in relation to the Parking Plan, completion of the "Priority Recommendation" conclusion chapter, and performing the environmental CEQA review and certification; and

WHEREAS, after a conference meeting between the City Manager, City Planner, City Attorney, and EMC staff in late January of 2023, it was determined that performing a comprehensive environmental initial study and negative declaration (mitigated or otherwise) on the Parking Plan, per CEQA Guidelines, was the best long-term course of

action for the City to implement aspects of the Parking Plan recommendations as part of the City's Capital Improvement Program over time; and

WHEREAS, the Parking Plan has had multiple contract extensions and budget increases since 2020 to facilitate completion of the Parking Plan; and

WHEREAS, City Planner Charles Pooler in the City's Planning Department has put in for retirement resulting in a greater reliance on EMC to complete the Parking Plan and it's environmental CEQA review and certification; and

WHEREAS, a contract and budget increase of an additional \$30,000 is necessary to complete the environmental initial study and mitigated negative declaration (estimated to be approximately \$27,000) and certification thereof for the Parking Plan in accordance with CEQA; and

WHEREAS, modifying a contract for preparation/completion of the Parking Plan does not require CEQA (California Environmental Quality Act) review per CEQA Guideline sections 15060(c)(2) and 15060(c)(3) as such action will have no foreseeable direct or indirect physical change in the environment and does not qualify as a 'project' per CEQA Guideline section 15378.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby approve and authorize the City Manager to execute an amendment of the service agreement with EMC Planning Group Inc., as specified in Resolution Exhibit A attached hereto and incorporated herein by this reference, to complete the Parking Plan and related CEQA (California Environmental Quality Act) environmental impact review and documents with an increased budget amount of \$30,000 added to the current contract's budget for a contract total of up to \$107,000.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Connie Horca, City Clerk

Mary Ann Carbone, Mayor

RESOLUTION EXHIBIT A
Resolution SC 23-09 (2023)

**THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
WITH EMC PLANNING GROUP, INC**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "**Amendment**"), dated February 21, 2023, amending that certain PROFESSIONAL SERVICES AGREEMENT ("**PSA**") entered into on February 26, 2020 by and between the City of Sand City, a California municipal corporation (the "**City**") and EMC Planning Group, Inc. ("**Consultant**"). The City and the Consultant are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the Parties desire to amend the payment term of the PSA.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Section "IV. Payment" is revised in its entirety as follows:

"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 be in excess of One Hundred and Seven Thousand Dollars (\$107,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by City in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars

(\$20,000). Any additional work in excess of this amount shall be approved by the City Council of Sand City.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice."

Section 2. Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the PSA remain unchanged and in full force and effect. In the event there is a conflict between the terms and provisions of this Amendment and the PSA as originally executed, the terms and provisions of this Amendment shall control.

Section 3. General Provisions.

This Amendment may be executed in separate counterparts, which together shall be fully effective as an original and together constitute one and the same instrument. Facsimile signatures appearing hereon shall be deemed originals. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY

City of Sand City

CONSULTANT

EMC Planning Group, Inc

By: _____

Vibeke Norgaard
City Manager

By: _____

Michael Groves
Senior Principle

**AGENDA ITEM
9B.**

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

**AGENDA ITEM
9C.**

**Consideration of Cancelling the Regular
City Council Meeting Scheduled for March
7, 2023**

**AGENDA ITEM
9D.**

**Comments by Council Members on Items
of Interest to Sand City**

**AGENDA ITEM
9E.**

Upcoming Meetings/Events