



REGULAR MEETING

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

TUESDAY, DECEMBER 6, 2022

5:30 PM

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

Regular Meeting - Tuesday, December 6, 2022
5:30 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IN PERSON, IS COMPLIANT WITH ASSEMBLY BILL ("AB") 361, SIGNED INTO LAW ON SEPTEMBER 16, 2021, WHICH AMENDS GOVERNMENT CODE SECTION 54953 TO PROVIDE AUTHORITY FOR PUBLIC AGENCIES TO HOLD VIRTUAL MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY 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 November 15, 2022 Council Meeting Minutes

[11.15.22 Minutes.pdf](#)

6B. Approval of City RESOLUTION Authorizing the Extension of Remote Teleconference Meetings of the City Council and Boards, Commission, and Committees for the Period of December 7, 2022 through January 6, 2023 pursuant to AB 361 and the Ralph M. Brown Act Provisions

[Resolution. Authorizing the Extension of Remote Teleconference Meetings of the City Council and Boards, Commissions and Committees.pdf](#)

6C. Approval of City Donation/Contribution

1) Salvation Army Holiday Support - \$300

[City Donation.Contribution.pdf](#)

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. PRESENTATION

8A. Presentation of Certificates to Volunteers/Supporters of the 2022 West End Celebration

9. NEW BUSINESS

9A. Consideration and Approval of City RESOLUTION Approving a Service Agreement with SLV Management (Stephen Vagnini) for the 2023 West End Celebration (WEC)

[Staff Report. Approving a Service Agreement with SLV Management for the 2023 West End Celebration.pdf](#)

[Resolution. Approving a Service Agreement with SLV Management \(Stephen Vagnini\) for the 2023 West End Celebration.pdf](#)

- 9B. Consideration and Approval of Successor Agency RESOLUTION Approving the Recognized Obligation Payment Schedule (ROPS 23-24) and Administrative Budget for the Period July 1, 2023 through June 30, 2024
[Staff Report.ROPS and Admin Budget 23-24.pdf](#)
[Resolution. Approving the Recognized Obligation Payment Schedule \(ROPS 23-24\) and Administrative Budget for July 1, 2023 to June 30, 2024.pdf](#)
- 9C. Consideration and Approval of City RESOLUTION Authorizing the City Manager to enter into a Professional Services Agreement with Monterey Bay Technologies, Inc., and Rescinding Resolution SC 22-76
[Staff Report. Professional Services Agreement for Computer Services.pdf](#)
[Exhibit A.Qualifications.Monterey Bay Technologies 2022.pdf](#)
[Exhibit B. Resolution.Authorizing the City Manager to Enter into a Professional Services Agreement with Monterey Bay Technologies Inc..pdf](#)
- 9D. Comments by Council Members on Items of Interest to Sand City
- 9E. Upcoming Events/Meetings

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 November 15, 2022 Council
Meeting Minutes**

MINUTES

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

Regular Meeting - Tuesday, November 15, 2022

5:30 PM

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

Vice Mayor Blackwelder called the meeting to order at 5:35 p.m.

AGENDA ITEM 1, ROLL CALL

Present: Mayor Mary Ann Carbone {excused absence}
Council Member Blackwelder
Councilmember Cruz
Councilmember Hawthorne
Councilmember Sofer

Staff: Vibeke Norgaard, City Manager
Adam Lindgren, Interim City Attorney (virtual attendance)
Chuck Pooler, City Planner
Police Chief, Brian Ferrante

AGENDA ITEM 2, PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chief Brian Ferrante.

AGENDA ITEM 3, INVOCATION

The invocation was led by Reverend Robert Hellam.

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

City Manager Norgaard announced that the agenda will be re-organized due to conflicts of interest involving Council Member Cruz. Agenda items 10C and 10`D in new business will be heard prior to items 10A, 10B, and 10E. Ms. Norgaard provided an update on the Transactions and Use Tax Measure, and that her City Managers report contained additional information.

AGENDA ITEM 5, COMMUNICATIONS

5:39 P.M. Floor opened for Public Comment.

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

5:39 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- 6A. There was no discussion of the November 1, 2022 Regular Council Meeting Minutes.
- 6B. There was no discussion of the City **Resolution** of the Sand City Joint Powers Financing Authority Confirming its Officers.
- 6C. There was no discussion of the City/Successor Agency Monthly Financial Report, September 2022.
- 6D. 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 November 16, 2022 through December 15, 2022.
- 6E. Discussion and Approval of the City **Resolution** recognizing the Transfer of Property and Associated Water Allocation of 3.689 acre-feet from Monterey Fish Company to Tringali Realty Company in accordance with Sand City Resolution 00-60. (*This item was pulled for separate consideration*).

Motion to approve the Consent Calendar items 6A-6D was made by Council Member Blackwelder, seconded by Council Member Sofer. Roll call vote AYES: Council Members Blackwelder, Cruz, Hawthorne, Sofer. NOES: None. ABSTAIN: None. ABSENT: Council Member Carbone.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

{Council Member Cruz recused from the meeting due to a possible conflict of interest by residing within 500' of the subject property}

Agenda item 6E: Discussion and Approval of the City **Resolution** recognizing the Transfer of Property and Associated Water Allocation of 3.689 acre-feet from Monterey Fish Company to Tringali Realty Company in accordance with Sand City Resolution 00-60.

City Planner Pooler provided an update and report regarding the transfer of property and water allocation from Monterey Fisch Company to Tringali Realty, the arrangement made with Monterey Fish Company who has made a title name change. The resolution recognizes the new registered owners of the property. A correction is needed to the third recital to include the APN number 011-125-0163 of the property.

Mr. Pooler responded to Council Member Hawthorne's questions regarding the transfer of water and ownership rights.

5:47 P.M. Floor opened for Public comment.

Public Member Patrick Casey confirmed that King Ventures did purchase the 20 acre-feet.

5:58 P.M. Floor closed to Public comment.

There was discussion regarding the water credits and maintaining it within Sand City.

Motion to approve the City **Resolution** as amended recognizing the Transfer of Property and Associated Water Allocation of 3.689 acre-feet from Monterey Fish Company to Tringali Realty Company in accordance with Sand City Resolution 00-60 was made by Council Member Hawthorne, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Hawthorne, Sofer. NOES: None. ABSTAIN: Council Member Cruz. ABSENT: Council Member Carbone. Motion carried.

{Council Member Cruz returned to the dais}

AGENDA ITEM 8, PRESENTATION

8A. Presentation by Sand City Chief of Police Brian Ferrante on Camera Options Available to Enhance Public Safety

Police Chief Brian Ferrante reported that this was a project the Public Safety Department was asked to investigate to assist with crime prevention, public safety, and traffic mitigation. He presented the advantages and disadvantages of (IP) Internet Protocol vs. Automated License Plate Readers (ALPR) cameras, several vendor costs for installation, communications, data storage, maintenance, and hardware/software, and concluded that Flock provided the most cost-effective services.

Chief Ferrante addressed questions regarding the functionality of the ALPR system, potential of systems being hacked and ability of the systems to have some form of security, mentioned the harsh environment that would erode camera's overtime, and reported on the Flock system that would meet the city's needs. He commented that the Flock systems comes highly recommended due to the features of the camera system as well as its maintenance and repair services.

6:23 P.M. Floor opened for Public Comment.

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

6:23 P.M. Floor closed to Public Comment.

AGENDA ITEM 9, PUBLIC HEARING

9A. Consideration and Approval of City RESOLUTION Authorizing the Adoption of the PLHA Plan for the Permanent Local Housing Allocation (PLHA) Funding Program for the Submission of an Application to Receive PLHA Program Funds

City Planner Pooler outlined the PLHA plan, and what it would do for Sand City if submitted and approved. The funds would be used to create affordable housing along with obtaining live-work facilities for artists.

6:27 P.M. Floor opened for Public Comment.

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

6:27 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** authorizing the Adoption of the PLHA Plan for the Permanent Local Housing Allocation (PLHA) Funding Program for the Submission of an Application to Receive PLHA Program Funds was made by Council Member Cruz, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Carbone. ABSTAIN: None. Motion carried.

AGENDA ITEM 10, NEW BUSINESS

10C. Consideration and Approval of Successor Agency RESOLUTION Authorizing the Successor Agency Director to Execute the Professional Services Agreement with RSG, Inc.

City Manager Norgaard informed the Council that the current company that helps with successor agency grant submissions can no longer provide consulting services, and with assistance from the Interim City Attorney, RSG, Inc. was found to be the best replacement. Staff recommends approval of the attached resolution.

6:31 P.M. Floor opened for Public Comment.

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

6:31 P.M. Floor closed to Public Comment.

Motion to approve the Successor Agency **Resolution** authorizing the Successor Agency Director to Execute the Professional Services Agreement with RSG, Inc. was made by Council Member Hawthorne, seconded by Council Member Sofer. Roll call Vote AYES: Agency Members Blackwelder, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: Agency Member Carbone. ABSTAIN: Motion carried.

10D. Consideration and Approval of City RESOLUTION Authorizing the Award of a Contract for the West Bay Street Coastal Access Repair Project in Sand City, California to Monterey Peninsula Engineering, Inc.

City Engineer Leon Gomez presented the staff report regarding the West Bay Street Coastal Access Repair Project. This project would include demolition of current structures, repaving, construction of benches, and other features. In

September 2022, bidding for this project was announced. Five bids were received. On November 4th there was a bid opening and Monterey Peninsula Engineering won the bid at \$261,894. City Manager Norgaard confirmed that there are sufficient funds in the budget for this project in light of projected budget surplus.

6:45 P.M. Floor opened for Public Comment.

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

6:45 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** authorizing the Award of a Contract for the West Bay Street Coastal Access Repair Project in Sand City, California to Monterey Peninsula Engineering, Inc. was made by Council Member Hawthorne, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Carbone ABSTAIN: None. Motion carried.

6:49 P.M. Vice Mayor Blackwelder announced a break.

The Council meeting resumed at 6:51 p.m.

{Council Member Cruz recused from the meeting due to a possible conflict of interest by residing within 500' of the subject property}

10A. Approval of City RESOLUTION Granting the City Manager Authorization to Execute a Water Assignment Agreement and Assign up to 16.044 acre-feet of Water from the Sand City Water Entitlement to DBO Development No. 30 for a Hotel fronting Morgan's Way (APNs 011-601-003, 004, 005, 006)

City Planner Pooler outlined the layout of the proposed hotel in respect of the water allocation. The entire South of Tioga project has a water credit of 6.997 acre feet. The developer will be equally distributing this credit between the three projects. The rest of the water allocation will come from the approved resolution.

Interim City Attorney Lindgren explained that with the resolution, the water allocation would be able to come back to the City in the case the hotel does not get constructed.

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

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

6:58 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** granting the City Manager Authorization to Execute a Water Assignment Agreement and Assign up to 16.044 acre-feet of Water from the Sand City Water Entitlement to DBO Development No. 30 for a

Hotel fronting Morgan's Way (APNs 011-601-003, 004, 005, 006) was made by Council Member Hawthorne, seconded by Council Member Sofer. Roll call Vote AYES: Council Members Blackwelder, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Carbone. ABSTAIN: Council Member Cruz. Motion carried.

10B. Consideration and Approval of City RESOLUTION Authorizing the Award of a Contract for the Calabrese Park Project to Granite Rock; Authorizing the City Manager to Execute the Contract and Approving Contingencies for Construction Change Orders and Construction Management and Inspection *{This item continued from the November 1, 2022 Council meeting}*

City Engineer Leon Gomez presented the staff report and provided the background synopsis of the Calabrese Park Project. In August 2022, the City received four bids for this project, all bids received were above the amount budgeted for the Project. All bids were rejected and the scope of the project was reduced. The reduced project was advertised in September 2022, with Granite Rock winning the bid at \$726,265.

City Manager Norgaard mentioned that the total expected cost of the project will be approximately \$818,837. Staff recommends approval of the attached resolution.

7:15 P.M. Floor opened for Public Comment.

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

7:15 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** authorizing the Award of a Contract for the Calabrese Park Project to Granite Rock; Authorizing the City Manager to Execute the Contract and Approving Contingencies for Construction Change Orders and Construction Management and Inspection was made by Council Member Sofer, seconded by Council Member Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Carbone. ABSTAIN: Council Member Cruz. Motion carried.

10E. Consideration and Approval of City RESOLUTION Approving a Purchase and Sale Agreement by and between the City of Sand City and John T. Calcagno and Teresa L. Calcagno Revocable Trust for the Purchase of Property located in the County of Monterey, City of Sand City (APN: 011-133-009-000) *{This item continued from the November 1, 2022 Council meeting}*

City Manager Norgaard summarized that this past summer, the City Manager and City Attorney negotiated for an undeveloped parcel of land that is currently impacted with habitat. The purchase amount for the property is \$2,000.

Council Member Sofer inquired whether there was any other purpose for the land besides restoration. City Manager Norgaard responded that mitigation would have to take place before any type of building can occur.

7:16 P.M. Floor opened for Public Comment.

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

7:16 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving a Purchase and Sale Agreement by and between the City of Sand City and John T. Calcagno and Teresa L. Calcagno Revocable Trust for the Purchase of Property located in the County of Monterey, City of Sand City (APN: 011- 133-009-000) was made by Council Member Sofer, seconded by Council Member Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Hawthorne, Sofer. NOES: None. ABSENT: Council Member Carbone. ABSTAIN: Council Member Cruz. Motion carried.

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

Council Member Sofer provided information regarding the Home Care Services and reported on a paid position, and interest list for people who would like to provide care.

Interim City Attorney announced the new law regarding remote meetings and changes to AB 361. He will also be providing additional information on the top ten new laws for 2023 and those applicable to Sand City.

10G. Upcoming Meetings/Events

City Manager Norgaard announced that December 2nd there will be a Holiday Tree Lighting. On December 9th is the Holiday party and Awards banquet.

AGENDA ITEM 11, ADJOURNMENT

There was consensus of the Council to adjourn the meeting at 7:22 p.m. to the next regularly scheduled meeting on Tuesday, December 6, 2022 at 5:30 p.m.

Connie Horca, City Clerk

**AGENDA ITEM
6B.**

**Approval of City RESOLUTION Authorizing
the Extension of Remote Teleconference
Meetings of the City Council and Boards,
Commission, and Committees for the
Period of December 7, 2022 through
January 6, 2023 pursuant to AB 361 and
the Ralph M. Brown Act Provisions**

**CITY OF SAND CITY
RESOLUTION SC _____, 2022**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY
AUTHORIZING THE EXTENSION OF REMOTE TELECONFERENCE MEETINGS OF
THE CITY COUNCIL AND BOARDS, COMMISSIONS, AND COMMITTEES
FOR THE PERIOD OF DECEMBER 7, 2022 THROUGH JANUARY 6, 2023
PURSUANT TO AB 361 AND RALPH M. BROWN ACT PROVISIONS**

WHEREAS, the City of Sand City (“the City”) is committed to preserving and nurturing public access and participation in meetings of the City Council and boards, commissions, and committees (collectively, “legislative bodies”); and

WHEREAS, all meetings of the City’s legislative bodies are open and public, as required by Government Code sections 54950-54963 (the “Ralph M. Brown Act”) so that any member of the public may attend public meetings, watch the City’s legislative bodies conduct their public business, and participate by directly addressing the legislative bodies; and

WHEREAS, pursuant to Governor Newsom’s signing of Assembly Bill 361 (“AB 361”) on September 16, 2021, Government Code section 54953(e) provides for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, AB 361 applies to meetings during a proclaimed state of emergency and when state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, a state of emergency exists in California as a result of the threat of COVID-19 as proclaimed by Governor Newsom on March 4, 2020, and the state of emergency has not been terminated pursuant to Government Code section 8629; and

WHEREAS, the California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; and

WHEREAS, other variants of COVID-19 exist, and it is unknown at this time whether other variants may result in a new surge in COVID-19 cases; and

WHEREAS, due to the severity of the current pandemic situation in the County of Monterey, the Monterey County Health Department issued, on September 22, 2021, a

recommendation to local legislative bodies recommending physical and social distancing strategies, including the use of remotely attended public meetings; and

WHEREAS, the City Council has an important governmental interest in protecting the health, safety and welfare of those who participate in meetings of the City's legislative bodies subject to the Brown Act; and

WHEREAS, the City Council does hereby confirm the circumstances of the state of emergency and finds that meeting in person for meetings of the legislative bodies of the City would present imminent risks to the health or safety of attendees, and therefore that the legislative bodies of the City may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

WHEREAS, in order to ensure that the public has full access to observe and participate in the public meetings of its legislative bodies, the City provides free internet-based public meeting attendance options, allowing members of the public to address the City's legislative bodies directly in real time; and

WHEREAS, the City determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378).

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

SECTION 1. The recitals set forth above are true and correct and are adopted by the City Council as findings in support of this Resolution.

SECTION 2. The City Manager, City Attorney, staff, and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 6, 2023, or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Sand City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of Sand City on this ____, day of December, 2022, by the following vote:

AYES: Council Members

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

**AGENDA ITEM
6C.**

**Approval of City Donation/Contribution 1)
Salvation Army Holiday Support - \$300**

Memo

To: Mayor and City Council
From: Vibeke Norgaard, City Manager 
Date: November 30, 2022 (for December 6, 2022 Council meeting)
Subject: Review of City Donation/Contribution

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

- The Salvation Army Holiday Support- \$300

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



No Christmas without you ... Please help!



Dear Friends,

When I think of Christmas, I think of children filled with joy as they open their presents. I think of families and neighbors warmly sharing their blessings with each other.

But I also think of those who may not have a Christmas at all. They're our neighbors, too.

That's why we need you this season. Please help.

The Salvation Army is known for reaching out to people who are less fortunate ... especially at Christmas.

Without The Salvation Army and friends like you, Latrice and Josiah — whose story you'll read in the enclosed newsletter — wouldn't have received the help they needed to have the Christmas they deserved. Elderly folks wouldn't have enjoyed a warm holiday meal. Homeless men and women would have spent the holidays cold ... and alone.

This year, the number of neighbors needing help will be as high as ever. I'm asking you to please rush your most generous gift today.

Every little bit counts when it comes to helping us meet urgent needs and provide toys, clothes, shelter, and food. Most of all, your generosity will brighten the season for your neighbors — and show a love beyond Christmas: a love that changes lives all year long.

If you can, please send a donation today. May God bless you with a healthy and happy holiday season!

Sincerely,

Majors John & Judy Bennett

Majors John & Judy Bennett, Monterey Corps Officers

RECEIVED

NOV 16 2022

CITY OF SAND CITY

P.S. Without you, many of our neighbors might not have Christmas this year. But you can help today with a special donation. I've also enclosed a holiday edition of our *News of the Season* so you can read about the difference your gifts make for families in our area. Thank you so much.

SCAN THE QR CODE OR GIVE ONLINE ►
donation.salarmy-gstate.org



SAF-22058



The Salvation Army
P.O. Box 1884
Monterey, CA 93942-1884

Yes! I want to make sure our neighbors in Monterey have a happy holiday season!

Enclosed is my gift of \$_____.

- Please make your check payable to The Salvation Army.
☐ Please check to donate by credit card, and complete the back of this form.
Though donations are processed centrally, your gifts are used in your local area.

P1/4/143/2
City of Sand City
1 Pendergrass
Seaside, CA 93955-3037

The Salvation Army Golden State Division
Monterey Donation Processing Center
PO Box 60551
City of Industry, CA 91716-0551



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**AGENDA ITEM
8A.**

**Presentation of Certificates to
Volunteers/Supporters of the 2022 West
End Celebration**

**AGENDA ITEM
9A.**

**Consideration and Approval of City
RESOLUTION Approving a Service
Agreement with SLV Management
(Stephen Vagnini) for the 2023 West End
Celebration (WEC)**



City of Sand City

STAFF MEMO

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager
DATE: November 7, 2022
FOR: December 6, 2022 Council meeting
SUBJECT: Resolution approving a Service Agreement with SLV Management (Stephen Vagnini) for the 2023 West End Celebration in an amount not to exceed \$85,000.

Discussion:

The City of Sand City has been sponsoring and coordinating the West End Celebration (WEC) since its inception in 2002. Steve Vagnini has provided professional event and music procurement services for the WEC that have resulted in continuous improvement to the WEC.

2022 WEC

The City budgeted for \$80,000 for the 2022 WEC. The 2022 event expenses were over budget by \$7,561. The event also raised revenues of \$30,672 through donations, sponsorships and other sources such as vendor fees. The revenues resulted in a total net cost to the City for the 2022 West End Celebration of \$56,889.84. That amount included a \$27,500 services agreement fee to Mr. Vagnini.

2023 WEC

The 2023 West End Celebration is scheduled for August 26-27, 2023. The proposed 2023 WEC budget (received from Mr. Vagnini) is attached as **Exhibit B**. Under the terms of the agreement the City Manager will work with Mr. Vagnini to finalize the budget as has been done in past years. The proposed professional services agreement with SLV Management and resolution is attached as **Exhibit A** to this staff report. The contract allows for up to \$85,000 for the 2023 WEC. Mr Vagnini's budget projects revenue of \$40,000, resulting in the total projected cost to the City for the 2023 of \$45,000.

CEQA

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

Fiscal impact.

If Council approves the attached contract with the budget of \$85,000, given that the expenses for the event occur in two fiscal years, the City will continue to allocate \$75,000 towards the WEC in its FY 2023-24 expense budget.

Recommendation:

Staff recommends that Council approve the attached contract.

**CITY OF SAND CITY
RESOLUTION SC _____, 2022**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A SERVICE AGREEMENT
WITH SLV MANAGEMENT (STEPHEN VAGNINI) FOR THE 2023 WEST END CELEBRATION
(WEC).**

WHEREAS, the City of Sand City has been sponsoring and coordinating the West End Celebration (WEC) since its inception in 2002; and

WHEREAS, Steve Vagnini has provided professional event and music procurement services for the WEC that have resulted in continuous improvement to the WEC; and

WHEREAS, the 2022 West End Celebration raised event revenue of \$30,672 through donations, sponsorships and other sources such as vendor fees and the Council desires that additional revenue be raised from donors and sponsors to offset budget expenses for the 2023 West End Celebration; and

WHEREAS, the total net cost to the City for the 2022 West End Celebration was \$56,889.84 including a \$27,500 services agreement fee to Mr. Vagnini; and

WHEREAS, Mr. Vagnini has submitted a budget for 2023 WEC that projects an expenditure of \$85,000 with expected revenue of \$40,000, resulting in a projected net cost to the City for the 2023 WEC of \$45,000; and

WHEREAS, the approval of the WEC services contract does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378, as it has no potential for resulting a direct or indirect physical change in the environment, and the decision to have a West End Celebration 2023 is exempt from environmental review pursuant to the following sections of the of the CEQA Guidelines: Section 15311 (placement of temporary structures); section 15304 (minor alteration as to land having no permanent effect on the environment); section 15301 (existing facilities).

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

1. The City Manager is hereby authorized to execute a West End Celebration Service Agreement in substantially the same form as that attached hereto as Attachment 1 and at a cost not to exceed \$85,000.

PASSED AND ADOPTED by the City Council of Sand City on this 6th, day of December, 2022 by the following vote:

AYES: Council Members

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

ATTACHMENT 1

WEST END CELEBRATION SERVICE AGREEMENT

This West End Celebration Service Agreement (“**Agreement**”) made and effective this ____, day of December, 2022, is by and between the City of Sand City, a municipal corporation (“**City**”) and Steve Vagnini doing business as SLV Management (“**Contractor**”).

RECITALS

- A. City holds its West End Celebration annually during the month of August.
- B. City desires to hire Contractor for the general purposes of organizing the 2023 West End Celebration (“WEC”) including sponsorship development related to the event, and performing other services described herein.
- C. Contractor agrees to provide the services described in this Agreement to City from the time of its execution through the time necessary to complete the West End Celebration, all on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. The term of the Agreement will begin on January 1, 2023 and shall end on December 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 2. Duties of Contractor. Contractor will perform the following services for City in connection with the West End Celebration:
 - (a) Contact and actively solicit for financial contribution and sponsorships, nationally recognized and local companies, organizations and individuals. In particular, companies that have policies of corporate giving shall be contacted for potential financial assistance regarding the West End Celebration. This sponsorship development activity shall be documented by the Contractor and presented to the City on an annual basis.
 - (b) Create all promotional materials necessary for the 2023 West End Celebration (e.g., posters; flyers, public service announcements, website development, and advertising for all media outlets);
 - (c) Arrange for the production of promotional materials at a cost not to exceed the amounts shown for this purpose in the Approved Budget, as defined below;
 - (d) Schedule entertainment for the event at a cost not to exceed the amounts shown for this purpose in the Approved Budget;
 - (e) Organize volunteers and coordinate with the “West End Committee” to conduct the event;
 - (f) Ensure that the WEC is conducted in the manner required by City, State and Federal law (e.g., business license, safety and land use requirements; alcoholic and beverage control laws and regulations); and

- (g) Coordinate the planning and conduct the WEC with the “West End Committee” (Council, Art Committee and other representatives as appointed by the Mayor), City staff and the City’s Police Department (e.g., security, traffic and parking, set-up and take down).

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

3. Budget. Contractor will prepare a draft budget for the 2023 West End Event. The total budget shall not exceed eighty-five thousand dollars (\$85,000), including the twenty-seven thousand five hundred dollars (\$27,500) base compensation to Contractor described below. Expected income and expense items shall be itemized to a level of detail which is acceptable to the City Manager, including the hourly cost of all services and approximate expected date of the expense. Contractor shall submit the draft budget to the City Manager for his/her review and approval no later than April 1, 2023 (“Approved Budget”). The City Manager may withhold her approval for any reason. Contractor shall not expend or commit to expend any City funds in excess of the amounts shown in the Approved Budget or earlier than required by same. The City Manager may authorize limited expenditure of funds prior to approval of the Approved Budget for early expenses.
4. Compensation to Contractor. The City agrees to pay Contractor an amount not to exceed twenty-seven thousand five hundred dollars (\$27,500) for the services required by this Agreement. (“Base Compensation”). The City shall make such payments within thirty (30) days of receiving a monthly itemized invoice, provided the invoice is in accordance with the Approved Budget. The City agrees to pay Contractor up to, but not more than, five thousand dollars (\$5,000) per month until the not-to-exceed amount of eighty-five thousand dollars (\$85,000) has been reached. The invoice shall be based upon actual time spent on the required tasks and any incidental reimbursable expenses. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicative services performed by more than one person.
5. Modification and Cancellation of 2023 West End Celebration. The City Council reserves the right to cancel the 2023 West End Celebration at any time. If the City cancels the 2023 West End Celebration, Contractor shall be entitled to any fee he has received or invoiced prior to the date the City notifies Contractor of such cancellation. In the event of cancellation, Contractor further agrees to assist City in seeking reimbursement of any additional funds already spent on the event. Contractor agrees that to the greatest extent possible any agreements Contractor enters into for the WEC will allow for full reimbursement in the event that the WEC is canceled on or before June 30, 2023.
6. City’s Right to Approve. Notwithstanding anything in this Agreement to the contrary, the City Council reserves the right to review and approve all matters concerning the 2023 West End Celebration (WEC), including but not limited to any promotional materials and any aspect of the conduct of the event.
7. Ownership of Materials. All promotional materials created by Contractor for the West End Event shall be owned by the City. All materials capable of visual representation shall be marked “Copyright Sand City”.
8. Relationship of Contractor. Contractor is and shall at all times remain as to the City a wholly independent Contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor’s

exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, subcontractors or agents, except as set forth in this Agreement. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

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

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall defend the City at Contractor's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Contractor's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this indemnity. Notwithstanding the foregoing, to the extent that the Contractor's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by California Civil Code Section 2782.8.

10. Insurance: Contractor shall pay maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached to and part of this Agreement.
11. Business License. Contractor shall pay for and keep active during the term of this agreement, a business license from the City of Sand City.
12. No Assignment. The services to be provided by Contractor hereunder are personal in nature. Contractor may not assign all or any portions of Contractor's obligations under this Agreement without first obtaining the written consent of the City, which the City may withhold in its absolute discretion.
13. Severability/No Implied waiver of breach. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, void or unenforceable, the provisions not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

14. Governing law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.
15. No conflict of interest. Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity. Contractor may not serve other clients whose activities within the corporate limits of City or whose business regardless of location would place Contractor in a "conflict of interest" as that term is defined in the Political Reform Act, California Government Code section 81000 *et seq.* or California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that they did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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.

16. No benefit to arise to local employee. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-Agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.
17. Legal Responsibilities. The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers, consultants and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.
18. Notices. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: City Clerk

To Contractor:

Steve Vagnini
SLV Management
P.O. BOX 101
Monterey, CA 93942
slvmanagement@yahoo.com

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and incorporates any prior oral or written understanding between the parties. Any amendment to this Agreement must be made in a writing signed by both of the parties of this Agreement.

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

City of Sand City:

Vibeke Norgaard, City Manager

ATTEST:

Connie Horca, City Clerk

Contractor:

Steve Vagnini, SLV Management

Date: _____

EXHIBIT A

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of

this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

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

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

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

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

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

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

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

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

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

**AGENDA ITEM
9B.**

**Consideration and Approval of Successor
Agency RESOLUTION Approving the
Recognized Obligation Payment Schedule
(ROPS 23-24) and Administrative Budget
for the Period July 1, 2023 through June
30, 2024**



City of Sand City

Staff Report

TO: Successor Agency Chair and Agency Members
FROM: Vibeke Norgaard, City Manager
DATE: November 30, 2022 (for December 6, 2022 Successor Agency meeting)
SUBJECT: Resolution Approving the Recognized Obligation Payment Schedule (ROPS 23-24) and Administrative Budget for the period July 1, 2023 - June 30, 2024

Background/Discussion:

Pursuant to Assembly Bill No. x1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484 enacted on June 27, 2012 and SB 107 enacted September 22, 2015 ("**Dissolution Act**"), the Sand City Redevelopment Agency ("**Former Agency**") was dissolved on February 1, 2012. The City of Sand City elected to serve as the Successor Agency for the Former Agency ("**Successor Agency**") and is vested with all of the authority, rights, powers, duties and obligations of the Former Agency.

As part of the dissolution of the former Redevelopment Agency, Health and Safety Code Section 34177 (added by AB 1X 26, as amended to date) requires the Successor Agency to adopt a Recognized Obligation Payment Schedule ("**ROPS**") that lists all obligations of the former redevelopment agency that are enforceable within the meaning of subdivision (d) of Section 34167 for each twelve month period of each fiscal year.

ROPS 23-24

Successor Agency staff has prepared a proposed ROPS for the period of July 1, 2023 through June 30, 2024 ("**ROPS 23-24**"), substantially in the form shown in Attachment "2." The ROPS 23-24 follows the form prescribed by the California Department of Finance ("**DOF**") and incorporates the remaining obligations identified in the previous ROPS. The ROPS 23-24 is separated into two annual periods known as ROPS 23-24A (July 1, 2023- December 30, 2023) and ROPS 23-24B (January 1, 2024 – July 30, 2024).

For the period 23-24A (July – December), the Successor Agency is requesting funding for the following obligations:

Line 2	2008B Tax Allocation Bonds	\$ 216,038
Line 3	Sand City Admin. Cost Allowance	\$ 125,000
Line 11	Tax Sharing Agreement (City of Seaside)	\$ 182,261
Line 13	Sand City Redevelopment Project (City Loan)	\$ 500,000
Line 26	Series 2017 Refunding Tax Allocation Bonds	\$ 533,546
Line 27	Fiscal Agent Fees – 2017 Bonds	\$ 2,100
Total Requested RPTTF Funding		\$ 1,076,134
Total coming from Reserves		\$ 482,811
Total for ROPS 23-24A		\$ 1,558,945

For the period 23-24B (January – June), the Successor Agency is requesting funding for the following obligations:

Line 2	2008B Tax Allocation Bonds	\$ 0
Line 3	Sand City Admin. Cost Allowance	\$ 125,000
Line 11	Tax Sharing Agreement (City of Seaside)	\$ 182,261
Line 21	Fiscal Agent Fees – 2008 Bonds	\$ 250
Line 22	Bond Disclosure Services (HdL)	\$ 1,400
Line 26	2017 Refunding Tax Allocation Bonds	\$ 387,239
Total Requested RPTTF Funding		\$ 696,150
Total Coming from Reserves		0
Total for ROPS 23-24B		\$ 696,150

As outlined above, the Successor Agency's primary remaining enforceable obligations are the outstanding bonds and the City of Seaside Agreement. The ROPS 23-24 also requests Redevelopment Property Tax Trust Fund ("**RPTTF**") monies toward repayment of the City Loan (ROPS Item #13) in accordance with the City Loan Repayment Schedule (Seaside) approved by Successor Agency Resolution SA 21-02 and by the Consolidated Oversight Board for the County of Monterey ("**Oversight Board**") Resolution No. 2021-09. DOF denied the funding of the City Loan Repayment from RPTTF on the ROPS 22-23, however the Successor Agency is requesting funding on the ROPS 23-24 for payment under the City Loan in order to preserve its rights under pending litigation. No new enforceable obligations are included in the ROPS 23-24 that were not included in the previously adopted ROPS.

Administrative Budget 23-24

The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2023 and continuing through June 30, 2024 ("FY 23-24 Administrative Budget"), substantially in the form shown in Attachment "3", attached hereto and incorporated herein by this reference.

In compliance with DOF guidance, all administrative costs, including city staff support costs, professional outside services, auditors and other administrative expenses have been combined into one line item. Pursuant to Health and Safety Code Sections 34171(b) and 34183(a)(3) the Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") in the amount of \$250,000.

Oversight Board and Department of Finance (DOF) Review

Pursuant to Section 34177 and 34180(g) of the Health & Safety Code, the ROPS 23-24 and Administrative Budget 23-24 have been submitted to the Oversight Board for consideration and approval at its January 20, 2023 meeting.

Applicable law requires that the ROPS 23-24 be submitted to DOF and the State Controller's office, after approval by the Oversight Board, no later than February 1, 2023. The DOF has until April 15, 2023 to make a determination on the ROPS 23-24.

CEQA:

Pursuant to the California Environmental Quality Act (CEQA), based upon a review of the evidence and information presented on the matter as it relates to the adoption of the ROPS 23-24, the Successor Agency has determined that such approval is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because there is no possibility that the activities in question will have a significant impact on the environment and the amendment is merely the adoption of annual budget; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

Fiscal Impact:

Total RPTTF requested on ROPS 23-24 of \$1,772,283 is necessary to satisfy enforceable obligations. If the attached ROPS 23-24 is approved by the Sand City Successor Agency, the Oversight Board and the Department of Finance, the fiscal impact will be reflected during the fiscal year 2023-24 for the amount approved.

Recommendation:

Staff seeks Successor Agency approval of the attached Resolution approving the Recognized Obligation Payment Schedule (ROPS 23-24) and Administrative Budget for the period July 1, 2023 through June 30, 2024.

Attachments:

1. - Resolution No. 22- ____
2. - ROPS 23-24
3. - Administrative Budget FY 23-24

**SAND CITY SUCCESSOR AGENCY
RESOLUTION SA ____, 2022**

**RESOLUTION OF THE SAND CITY SUCCESSOR AGENCY TO THE FORMER
SAND CITY REDEVELOPMENT AGENCY, APPROVING THE RECOGNIZED
OBLIGATION PAYMENT SCHEDULE (ROPS 23-24) AND ADMINISTRATIVE
BUDGET FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, pursuant to Assembly Bill No. x1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484 enacted on June 27, 2012 and SB 107 enacted September 22, 2015 ("**Dissolution Act**"), the Sand City Redevelopment Agency was dissolved on February 1, 2012 and its rights, powers, duties, and obligations were transferred to a successor agency; and

WHEREAS, the City Council of the City of Sand City elected to act as the former Redevelopment Agency's successor agency ("**Successor Agency**") under Section 34173 of the Dissolution Act, and, as such, is charged with implementing enforceable obligations and winding down the affairs of the former Redevelopment Agency; and

WHEREAS, the Dissolution Act requires the Successor Agency to prepare and adopt a "Recognized Obligation Payment Schedule" ("**ROPS**") that lists all obligations of the former Redevelopment Agency that are enforceable within the meaning of subdivision (d) of Section 34171 for twelve month periods, including July 2023 through June 2024; and

WHEREAS, applicable law requires that the ROPS for the period July 1, 2023 through June 30, 2024 be submitted to the Department of Finance and the State Controller's office, after approval by the by the Consolidated Oversight Board of the County of Monterey ("**Consolidated Oversight Board**"), no later than February 1, 2023 or be subject to penalties; and

WHEREAS, the Successor Agency staff has prepared the ROPS 23-24 attached as Exhibit "A" and incorporated herein by reference and a FY 2023-24 Administrative Budget attached as Exhibit "B" and incorporated herein by reference for the fiscal period commencing on July 1, 2023 and continuing through June 30, 2024; and

WHEREAS, the ROPS 23-24 and the FY 2023-24 Administrative Budget are not considered projects under the California Environmental Quality Act (CEQA) and therefore no environmental analysis is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Former Sand City Redevelopment Agency that:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Resolution SA _____, 2022

SECTION 2. The Successor Agency finds the items on the ROPS 23-24 and the FY 2023-24 Administrative Budget are necessary for the continued administration of the ongoing enforceable obligations and the expeditious winding-down of the affairs of the former Redevelopment Agency.

SECTION 3. The Successor Agency hereby approves the attached Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 ("**ROPS 23-24**") (Exhibit "A"). Pursuant to Health & Safety Code Section 34173, the Successor Agency's liability, including, but not limited to, its liability for the obligations on the attached schedule, is limited to the total sum of property tax revenues it receives pursuant to Part 1.85 of AB X1 26.

SECTION 4. The Successor Agency hereby approves the attached FY 2023-24 Administrative Budget (Exhibit "B").

SECTION 5. The Successor Agency hereby authorizes and directs the Clerk of the Successor Agency to forward the ROPS 23-24 and the FY 2023-24 Administrative Budget to the Consolidated Oversight Board for consideration at its January 20, 2023 meeting and, following final approval and any amendments by the Consolidated Oversight Board, to the County of Monterey Auditor Controller, State Controller's Office, and the California Department of Finance, to place the ROPS 23-24 and FY 2023-24 Administrative Budget on the Sand City website, and to take such other actions on behalf of the Successor Agency as may be necessary in accordance with applicable law.

SECTION 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 7. This Resolution shall take effect from and after the date of its passage and adoption in accordance with, and subject to, all applicable requirements of the Health & Safety Code.

PASSED AND ADOPTED by the Sand City Successor Agency on this _____ day of December 2022, by the following vote:

AYES: Agency Members

NOES:

ABSENT:

ABSTAIN:

Resolution SA _____, 2022

APPROVED:

ATTEST:

Mary Ann Carbone, Chair of the
Successor Agency

Connie P. Horca
Clerk of the Successor Agency

Exhibit A
Recognized Obligation Payment Schedule (ROPS) 23-24

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Sand City
County: Monterey

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		23-24 A Total (July - December)	23-24 B Total (January - June)	ROPS 23-24 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ 482,811	\$ -	\$ 482,811
B	Bond Proceeds	-	-	-
C	Reserve Balance	482,811	-	482,811
D	Other Funds	-	-	-
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 1,076,134	\$ 696,150	\$ 1,772,283
F	RPTTF	951,134	571,150	1,522,283
G	Administrative RPTTF	125,000	125,000	250,000
H	Current Period Enforceable Obligations (A+E):	\$ 1,558,945	\$ 696,150	\$ 2,255,095

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety Code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named successor
agency.

_____ Name	_____ Title
_____ Signature	_____ Date

Sand City Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail																						
July 1, 2023 through June 30, 2024																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total	23-24 A (July - December)					23-24 A Total	23-24 B (January - June)					23-24 B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
										\$ 2,255,095	-	482,811	-	951,134	125,000	\$ 1,558,945	-	-	-	571,150	125,000	\$ 696,150
2	2008B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	1/18/2008	11/01/2023	US Bank	Finance Redevelopment Activities	Sand City	216,038	N	\$ 216,038		216,038				\$ 216,038						\$ -
3	Administrative Cost Allowance	Admin Costs	2/1/2012	06/30/2027	City acting as Successor Agency	Administrative Cost Allowance	Sand City	1,000,000	N	\$ 250,000					125,000	\$ 125,000					125,000	\$ 125,000
5	City of Sand City COP Reimbursement	Miscellaneous	4/1/1995	07/20/2037	City of Sand City	COP Reimbursement	Sand City	1,454,766	N	\$ -						\$ -						\$ -
6	SERAF Payment	SERAF/ERAF	5/10/2010	06/30/2020	City of Sand City	Repay loan from LMIHF	Sand City	-	Y	\$ -						\$ -						\$ -
7	SERAF Payment	SERAF/ERAF	5/4/2011	06/30/2020	City of Sand City	Repay loan from LMIHF	Sand City	-	Y	\$ -						\$ -						\$ -
10	McDonald Coastal Project	OPA/DDA/Construction	6/20/2001	07/20/2037	John King - DDA	Contingency Reimbursement	Sand City	1,455,000	N	\$ -						\$ -						\$ -
11	Tax Sharing Agreement	Litigation	5/18/1989	12/31/2027	City of Seaside	Judgment Entered 1-19-2016	Sand City	1,640,345	N	\$ 364,522				182,261		\$ 182,261				182,261		\$ 182,261
12	Sand City Redevelopment Project	City/County Loan – (Prior 06/28/11) Cash Exchange	01/20/1987	07/20/2037	City of Sand City	Repay loans for Staff and Facilities	Sand City	3,628,058	N	\$ -						\$ -						\$ -
13	Sand City Redevelopment Project	City/County Loan – (Prior 06/28/11) Cash Exchange	01/30/2008	07/20/2037	City of Sand City	Repay for Monetary Loans (Seaside)	Sand City	6,308,552	N	\$ 500,000				500,000		\$ 500,000						\$ -
21	Fiscal Agent Fees	Fees	01/17/2017	11/01/2023	US Bank	Bond Fiscal Agent Fees	Sand City	250	N	\$ 250						\$ -				250		\$ 250
		Fees				Annual continuing disclosure/dissemination agent services for bond issues	Sand City															
22	Bond Disclosure Services		05/18/1989	11/01/2027	HdL Coren & Cone		Sand City	1,400	N	\$ 1,400						\$ -				1,400		\$ 1,400
23	PERS Unfunded Liability-Pension	Unfunded Liability	05/18/1989	11/01/2027	Sand City	Unfunded liability due to PERS	Sand City	-	N	\$ -						\$ -						\$ -
24	PERS Unfunded Liability-OPEB	Unfunded Liability	05/18/1989	11/01/2027	Sand City	Unfunded liability due to OPEB	Sand City	-	N	\$ -						\$ -						\$ -
		Unfunded Liability				Actuarial Study to determine the Unfunded accrued liability related to CalPERS	Sand City															
25	CalPERS		01/27/2017	12/31/2017	Bartel Associates, LLC		Sand City	-	N	\$ -						\$ -						\$ -
26	Subordinate Tax Allocation Refunding Bonds, Series 2017	Bonds Issued On or Before 12/31/10	08/10/2017	11/01/2027	US Bank	Refunded bonds	Sand City	2,877,211	N	\$ 920,785		266,774		266,773		\$ 533,546				387,239		\$ 387,239
27	Fiscal Agent Fees	Fees	08/10/2017	11/01/2027	US Bank	Bond Fiscal Agent Fees	Sand City	8,650	N	\$ 2,100				2,100		\$ 2,100						\$ -
28	Sand City Redevelopment Project	City/County Loan – (Prior 06/28/11) Cash Exchange	01/20/1987	07/30/2037	City of Sand City	Repay for Monetary Loans (Costco)	Sand City	1,900,000	N	\$ -						\$ -						\$ -

Sand City Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources					Comments	
		Bond Proceeds		Reserve Balance	Other Funds			RPTTF
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.			Non-Admin and Admin
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount	1,283,629	0	252,500	77,954	73,339	E: Reserve Balance held from ROPS 19-20B RPTTF for ROPS 20-21A debt service F: Other Funds reserved for ROPS 22-23 Item 8 (\$77,954) G: PPA 17-18 (\$60,520) + PPA 18-19 (\$7,073) + PPA 19-20 (\$5,746)	
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller	472			376	1,125,031		
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)	373		252,500		922,876		
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	1,283,728			77,954	262,500	F: Other Funds reserved for ROPS 22-23 Item 8 (\$77,954) G: RPTTF Retained for as Reserve Balance for ROPS 21-22 Bond Debt Service	
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC	No entry required				12,994	G: PPA 20-21 (\$175) + PPA 18-19 (\$7,073) + PPA 19-20 (\$5,746)	
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 376	\$ 0		

Exhibit B
Administrative Budget for July 1, 2023 through June 30, 2024

[illegible]

**AGENDA ITEM
9C.**

**Consideration and Approval of City
RESOLUTION Authorizing the City
Manager to enter into a Professional
Services Agreement with Monterey Bay
Technologies, Inc., and Rescinding
Resolution SC 22-76**



CITY OF SAND CITY STAFF MEMO

TO: Mayor and City Council
FROM: Vibeke Norgaard, City Manager,
DATE: November 9, 2022 (For meeting December 6, 2022)
SUBJECT: Professional services agreement for computer services.

Background

The City requires computer services on an ongoing basis in order to maintain and upgrade its equipment and systems. Dave Jansen has served the City in that capacity as an independent contractor since 2001. On September 6, 2022 Mr. Jansen notified the City that he is retiring from his work at City Hall. He will phase out the City Hall work first followed by his work in the Police Department. On September 20, 2022 Council approved using the services of Mr. Paul DeRouen for the City's computer service needs (Res. 22-76). However, upon closer understanding of the City's requirements, Mr. DeRouen withdrew his candidacy.

Staff therefore reached out to several other local municipalities and received proposals from two computer services providers. After comparing the services offered, staff is recommending that Mr. Yavuz Atila, the President and CEO of Monterey Bay Technologies (MBT) be hired as the City's computer services provider with a three-year contract. Mr. Atila is highly skilled and experienced in his field. His clients include: the Pebble Beach Community Services District; the Monterey Bay Air Resources District; Marina Coast Water District; the Monterey Regional Waste Management District; and the City of Del Rey Oaks. Mr. Yavuz previously worked as the Information Systems Director for the Middlebury Institute of International Studies for thirteen years and he engages in community services on the Monterey Peninsula through his work for the Rotary Club. His detailed qualifications are attached to this staff report at **Exhibit A**.

Mr. Atila is proposing a flat rate monthly fee of \$2,700 to provide services for both the City Hall's IT needs as well as the Sand City Police Department's IT needs. The flat fee covers all general maintenance, monitoring, updates, anti-virus and system security. The annual cost to the City for complete IT services would be \$32,400. The scope of services covered by the flat fee is attached hereto at **Exhibit B**. Anything outside the scope of services would be charged a rate of \$130 per hour. As a point of comparison, in FY 21-22, the City spent \$35,301 on Mr. Jansen's services. The contract is for an annual amount not to exceed \$41,000. This is the amount currently budgeted for IT Services.

Mr. Atila would be required by the agreement to maintain a City Business license; to undergo any required background checks and to maintain insurance.

FISCAL IMPACT:

Currently, \$41,000 is budgeted for computer services for the current fiscal year 22-23, and \$12,800 has been spent thus far. No fiscal impact is anticipated upon approval of the agreement in fiscal year 22-23. The contract is for a term ending on June 30, 2026, so the contract would require continuing to budget at this level for fiscal years 2023-2026.

Recommendation:

Approve the attached resolution authorizing the City Manager to enter into a professional services agreement with Mr. Atila of Monterey Bay Technologies to provide Computer Services to Sand City.

ATTACHMENTS:

Exhibit A: Qualifications

Exhibit B: Resolution; Attachment 1: Professional services agreement



**Information Technology Solutions,
Sales and Services**

Making Technology Work for You.

Founded in 2003

Monterey Bay Technologies, Inc.
362 Pacific Street, Suite 3 Monterey, CA 93940
Phone: (831) 372-3034 www.mbaytechnologies.com



MONTEREY BAY TECHNOLOGIES, Inc.

A. INTRODUCTION

Monterey Bay Technologies, Inc. (MBT) was founded in early 2003 and provides one-stop complete information services and solutions to small and mid-sized businesses and governmental organizations. The services include network management, data backup and security protection, computer integration, computer hardware and software sales, web-based GIS and database development, website design and implementation, and document management and paperless office solutions, maintenance and monitoring of the SCADA and other mission critical applications. MBT informs the clients to keep up-to-date with the cutting edge technologies and help them to make the right and justifiable decisions with their current and future business needs.

MBT recognizes that the clients have many Information Technology vendors to choose from, and MBT differentiates itself with personal, friendly and professional 24x7 services and response, and competitive pricing.

MBT provides the following services:

Information Technology Solutions, Sales & Services

IT Consulting, Network Design and Integration
Computer & Network Hardware/Software Sales and Services
MS Windows, Novell, and Wireless Networking
Internet DSL/T1/Fiber Connection Setup and Remote Office Networking
Firewall/Router and Switch Installation and Configuration
Remote Access, Telecommuting Solutions and VPN

Web-based Application Development & Web Design

Internet / Intranet Programming
Graphics Design
SQL Database Applications
Database Integration
GIS Applications and Geo-databases

Document Imaging & Document Management Solutions

Paperless Office
Electronic Archival Solutions
Instant Search/Retrieval



B. QUALIFICATIONS/PERSONNEL:



Yavuz V. Atila, M.S.
President & CEO, and Chief Technology Officer

Yavuz first came to Monterey in August 1988 and received his M.S. degree from the Naval Postgraduate School in Monterey in December 1990 in Engineering Science with major in Computer Science. He did his thesis work in Multimedia database systems. As part of his 8-year Turkish Navy officer career, Yavuz was stationed on the frigates and worked as Communications, Combat Information Systems and Weapons Electronics officer and supervised 10-25 staff members. He moved back to Monterey in June 1993 and worked as the Information Systems Director for the Center for Nonproliferation Studies of the Middlebury Institute of International Studies at Monterey and managed a network with 140 computers and 4 servers with different operation systems including Novell, MS Windows and UNIX from 1992 until 2005 with a team of five IT staff members. During his time at the Middlebury Institute; he had the opportunity to manage and implement web-based database systems, document search and retrieval applications, database conversions, paperless document management applications, website design and maintenance, along with day-to-day network management and end-user staff support.

Yavuz founded the Monterey Bay Technologies in 2003 and he has been working with a great team of IT experts; to provide cutting-edge, affordable and robust solutions and professional IT support services to the small to mid-sized businesses and the local area governments and cities.

In addition to being an IT professional, Yavuz is very active in community services. He's been Rotarian since April 2005 and served as the President of the Monterey Peninsula Sunrise Rotary Club for the 2010-11 term, and the Asst. District Governor for the 2011-12 term and founded the Rotary Club of Monterey Cannery Row in March 2012. Yavuz served as the Rotary District 5230 Governor for the 2016-17 term with 56 clubs and 2,530 members. Since April 2020, he serves as the Environmental Sustainability Rotary Action Group (ESRAG) Western regional chapter leader for 36 Rotary Districts and 80,551 Rotarians. He attended the Class of 2013 Leadership Monterey Peninsula (**LMP**) and led the "Ocean for Youth" project team to bring students from Salinas to Monterey Bay Aquarium, and worked with the Rotary club of Monterey Cannery Row to implement the project the following year. He founded the Monterey Turkish Festival in August 1998 and it became annual event since then, and he still serves as the festival committee chair.

Rob Taylor-Shaw, **Sr. Network Administrator**

Rob brings over 28 years of experience in Microsoft Windows Server and Network management, computer applications and security, Internet routers and VPN setup, including SonicWall routers and the others. He has excellent hands on experience in network design and implementation, system maintenance and repair, system and software upgrades, virus removal

and prevention, spyware repair and prevention, preventative maintenance programs, and data backup and recovery.

Nrusingha Charan Mishra

Sr. Software Engineer and GIS Architect

Charan has over 20 years of experience in designing, developing, and maintaining GIS (Geographic Information System) software applications ranging from medium to very large-scale applications in large multi-national organizations. He has a great knowledge GIS Programming and tools with experience in managing complete Software Development Project Life Cycle Specific to Esri ArcGIS Products. Developed Microsoft Windows .NET Applications, ASP.NET Web Applications, MVC Web Services and Power Shell scripts.

Elizabeth Cummings

Network Administrator/PC Support Specialist

Liz has 14 years of experience in helping office staff with MS Office products and computer security, maintenance and repair.

She received her B.A. degree in Political Science from the UC Los Angeles. She continued her education in Computer Science and Information Systems , including classes in Introduction to Unix and Linux, Microsoft Windows Server 2008/2012 Administration, Computer Networking Classes in preparation for CCNA Cisco Certification, Network Security and PC Repair/Basic Survey of Computer Science

Shaun Ersoy

Network Administrator/PC Support Specialist

Shaun has over 9 years of experience in Network Administration and PC support. He has experience in daily computer repair and network maintenance and monitoring systems. He has extensive knowledge in utilizing Scripting and Group Policy to control settings and network and computer security, virus removal, and hard disk data recovery, and network cable installations.

He worked with the following Operating Systems: Microsoft Windows Servers 2016, 2019 and 2022; Windows 10 and 11 Operating systems and MS Office 2007-2016 suites and Office 365.

C. PRIMARY REFERENCES/CLIENTS:

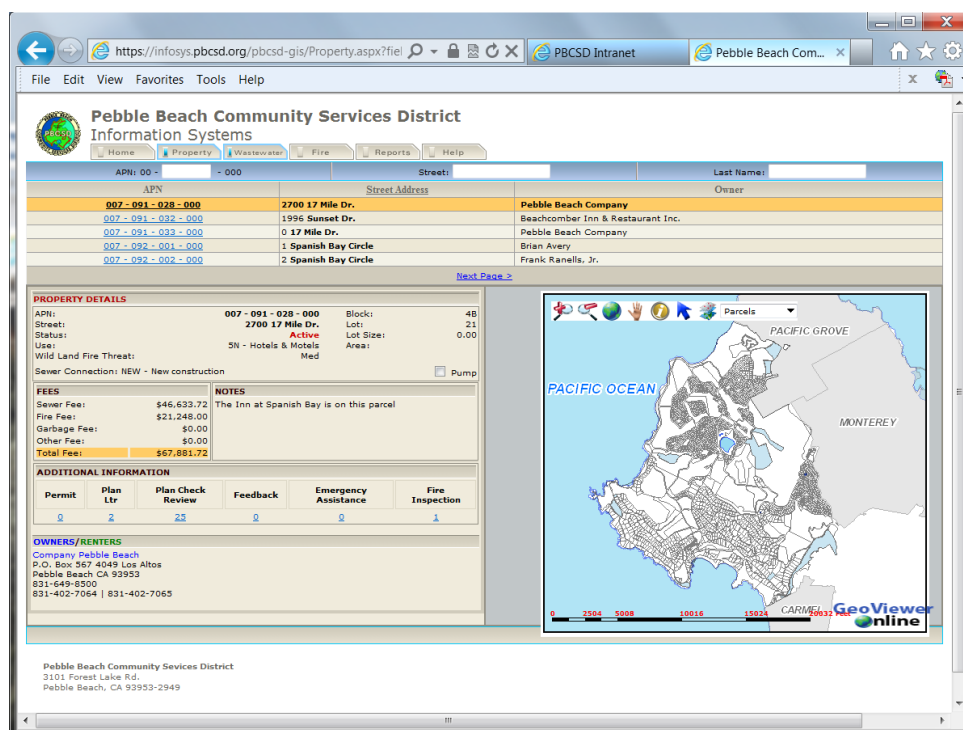
- I. Pebble Beach Community Services District, Pebble Beach, CA**
Contact: Marianna Pimentel, Finance Officer
Phone: (831) 647-5602, E-Mail: mpimentel@pbcسد.org www.pbcسد.org

MBT has been providing Information Technology Support Services to the Pebble Beach Community Services District (PBCSD) for the last 25 years. PBCSD provides **Wastewater Collection and Treatment, and Recycled Water Distribution Services** among other contracted Fire and Law Enforcement and Garbage collection services.

MBT also developed a web-based database for PBCSD to keep track the Pebble Beach properties, owner/renter information, fees and wastewater/fire hydrant maintenance schedules, and plan reviews and fire prevention inspections as shown in the screen shot below.

PBCSD has 43 computers on their network, using Microsoft 365 office applications and Exchange email portal, with Microsoft Windows 2016/2019 and 2022, remotely accessible database portal server, Questys Paperless Document Management Server, and Video Surveillance system; and two SCADA servers to monitor and control the remote wastewater pump and metering stations. They are using StorageCraft's on-site disk based backup system.

As part of PBCSD, MBT provides IT support to the contracted CALFIRE staff of the Pebble Beach Fire Department.



II. Monterey Bay Air Resources District, Monterey, CA

Contact: Rosa Rosales, Admin Services Manager
Phone: (831) 647-9411, E-Mail: rrosales@mbard.org www.mbard.org

MBT team took over the IT Support Services of the Monterey Bay Air Resources District (MBARD) in December 2010, to maintain and monitor their five MS Windows 2016/2019 physical/virtual network servers, provide 24x7 IT support for 42 MS Windows 10/11 computers, network printers, and monitoring Network and Internet connectivity, and VPN remote connections from their office in Watsonville and several measuring locations. MBARD is using Storagecraft backup system.

III. Marina Coast Water District, Marina, CA

Contact: Teo Espero, IT Administrator

Phone: (831) 883-5912, E-Mail: tespero@mcwd.org www.mcwd.org

MBT was awarded 2-year contract in December 2011 and renewed in the following years afterward with the Marina Coast Water District (MCWD), to provide IT Support Services to maintain and monitor their six MS Windows 2019/2022 physical/virtual servers, provide 24x7 IT support for 58 Windows 10/11 computer workstations, network printers, and monitoring Network and Internet connectivity, and connection between two offices in Marina. MCWD is using StorageCraft image backup solutions, network wide ESET antivirus/anti-spam/ransomware software and LaserFiche paperless Document management and archival application.

IV. Monterey Regional Waste Management District-Regen Monterey, Marina, CA

Contact: Helen Rodriguez, Director of Finance & Administration

Phone: (831) 264-6906, E-Mail: hrodriguez@regenmonterey.org regenmonterey.org

MBT provides outsourced IT support to MRWMD since March 2013 with their six MS Windows 2016/2019/2022 physical/virtual servers and 75-user MS Office 365 hosted exchange accounts and 72 MS Windows 10/11 workstations in the network; including PC support, continuous server image backup, and virus and Internet security protection.

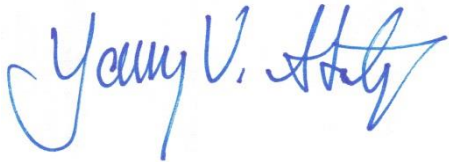
V. City of Del Rey Oaks, Del Rey Oaks, CA

Contact: Karen Minami, Deputy City Clerk

Phone: (831) 394-8511, E-Mail: kminami@delreyoaks.org www.delreyoaks.org

MBT provides outsourced IT support to the City of Del Rey Oaks since June 2007 with their 3 MS Windows 2022 physical/virtual servers, MSoft Office365 hosted Exchange server and 22 MS Windows 10/11 workstations, and monitors server backup and virus and Internet security protection.

Respectfully submitted,



Yavuz V. Atila

President & CEO

Monterey Bay Technologies, Inc.

E-Mail: yatila@mbaytechnologies.com

Phone: (831) 372-3034

CITY OF SAND CITY

RESOLUTION SC 22- , 2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING CITY MANAGER
TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MONTEREY BAY
TECHNOLOGIES, INC. AND RESCINDING RESOLUTION SC 22-76**

WHEREAS, the City of Sand City has the need for computer services on an ongoing basis in order to maintain and upgrade equipment and systems; and

WHEREAS, Dave Jansen has served the City in that capacity as an independent contractor since 2001 but on September 6, 2022 notified the City that he is retiring from his work; and

WHEREAS, City staff has reached out to other municipalities in order to locate a replacement for Mr. Jansen, and Resolution SC 22-76 authorizing a Professional Services Agreement with Mr. Paul DeRouen is hereby rescinded; and

WHEREAS, Mr. Yavuz Atila, the Principal of Monterey Bay Technologies, Inc., comes highly recommended and has broad experience providing IT services to public agencies.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAND CITY AS
FOLLOWS:**

1. That the City Manager is authorized to enter into the attached professional services agreement with Mr. Atila and Monterey Bay Technologies Inc., to provide Computer Services to the City in an amount not to exceed \$41,000 annually.
2. Monterey Bay Technologies Inc., will be required to maintain a Sand City business license and pass all background checks required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SAND CITY, this __ day of December 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Connie Horca, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAND CITY AND MONTEREY BAY TECHNOLOGIES, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Sand City, a California municipal corporation ("City"), and Monterey Bay Technologies, Inc. ("Professional") as of December __, 2022.

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

Section 2. **TERM.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2026. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 11.

Section 3. **STANDARD OF PERFORMANCE.**

- 3.1 **Standard of Performance.** Professional shall perform all services and prepare all work products required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession.
- 3.2 **Assignment of Personnel.** Professional shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.
- 3.3 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Because of the personal nature of the services to be rendered pursuant to this Agreement, Professional shall assign Mr. Yavuz Atila to perform the services described in this Agreement. Mr. Atila may use assistants, under his direct supervision, to perform some of the services under this Agreement. Professional shall provide City with thirty (30) days' notice prior to the departure of Mr. Atila from Professional's employ. Should he leave Professional's employ, City shall have the option to immediately terminate this agreement

Section 4. **COMPENSATION.** City hereby agrees to pay Professional the monthly retainer fee of \$1,200.00 for the administrative department and \$1,500.00 for the police department and

an hourly rate of \$130.00 for services not provided under the terms of this Agreement. Professional understands the initial work is for the administrative department only, with the police department work starting upon confirmation in writing by the City Manager. The total annual amount of such services may not exceed (\$41,000) in any City fiscal year during which this Agreement is in effect including all expenses, 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, this Agreement shall prevail.

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

- 4.1 **Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date, which describe the work performed by Professional. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.
- 4.2 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 10, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 4.3 **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. City 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. INDEMNIFICATION.

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

6.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.

Section 7. 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 8. STATUS OF PROFESSIONAL.

8.1 Independent Contractor. At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of the City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the

City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 9. LEGAL REQUIREMENTS.

- 9.1 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of the State of California, County of Monterey, or, in the case of any federal claims, in the United States District Court, Central District of California.
- 9.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 9.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 9.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain a valid Business License from City during the term of this Agreement.

- 9.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby. Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 10. TERMINATION AND MODIFICATION.

- 10.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional. Professional may cancel this Agreement upon fourteen (14) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.
- 10.2. Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City Manager, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 10.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 10.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 10.5 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 10.5.1** Immediately terminate the Agreement;

- 10.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 10.5.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
- 10.5.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 4 if Professional had completed the work.

Section 11. KEEPING AND STATUS OF RECORDS.

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

Installation List to the City Manager every Thirty (30) days or upon request of the City Manager, which shall specifically reference any changes to the lists. At termination of this Agreement, Professional shall deliver all current Password Data Lists and Installation Lists to the City Manager.

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 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.
- 12.3 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.
- 12.4 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.
- 12.5 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

§1090 and, if applicable, will be disqualified from holding public office in the State of California.

If Professional obtains or gains access to confidential information in the course of performance of this Agreement, Professional shall protect the confidentiality of such information, use such information exclusively as authorized by this Agreement, and return such information within twenty-four (24) hours of any written request by the City Manager.

- 12.6 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.
- 12.7 Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 12.8 Notices.** Any written notice to City shall be sent to:
 To CITY:
 City of Sand City
 1 Pendergrass Way
 Sand City, CA 93955
 Attention: City Clerk
- Any written notice to Professional shall be sent to:
 Monterey Bay Technologies, Inc.
 362 Pacific Street, Suite 3
 Monterey, CA 93940
 yatila@mbaytechnologies.com
- 12.9 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.
- 12.10 Integration.** This Agreement, including the scope of work and compensation schedule attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 12.11 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

CITY OF SAND CITY

PROFESSIONAL

Vibeke Norgaard, City Manager

Date: _____

Yavuz V. Atila, President/CEO

Date: _____

Attest:

Connie Horca, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A—SCOPE OF WORK

Maintenance and troubleshooting of all IT services at City Hall including the Sand City police department.

- (a) Maintain and monitor network servers and their backups
- (b) Check and monitor systems performances and updates
- (c) Provide onsite/remote end-user PC support for the current software and hardware.
- (d) Create and maintain inventory documentation for the Client's Information Systems hardware and software.
- (e) Monitor the system security and antivirus software and ensure they are up-to-date
- (f) Monitor the server applications ensure they are up-to-date
- (g) Recommend hardware and software upgrades as appropriate.
- (h) Maintain/monitor the Internet/LAN network hardware/software
- (i) Provide information necessary to develop the annual information technology budget.
- (j) Coordinate with software vendors to ensure systems are functioning correctly and service packs are installed on a timely basis.

KEY PERSONNEL

Yavuz Atila and his assistants are only person who is authorized to act, have access to materials, and make decisions connected to performance of services under the agreement.

COMPENSATION & FEE SCHEDULE

Hourly Fee: \$130.00

EXHIBIT B

Insurance Requirements

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

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

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

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

2. **Commercial General and Automobile Liability Insurance.**

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

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

2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured’s general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days’ prior written notice by certified mail, return receipt

requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**AGENDA ITEM
9D.**

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

**AGENDA ITEM
9E.**

Upcoming Events/Meetings