

REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

**AGENDA
SAND CITY COUNCIL CHAMBERS**

TUESDAY, MARCH 6, 2018

5:30 P.M.

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

Regular Meeting – March 6, 2018
5:30 P.M.
CITY COUNCIL CHAMBERS
Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR**
- 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.

- A. Approval of February 20, 2018 Sand City Council Meeting Minutes
- B. Approval of City RESOLUTIONS Honoring the Monterey Peninsula Chamber of Commerce's 2017 Award Recipients
 - 1) Citizen of the Year – Steven J. Packer, M.D.
 - 2) Ruth Vreeland Memorial Public Official of the Year – John M. Phillips
 - 3) Robert C. Littlefield Award for Lifetime Achievement – Leinette Lintiaco
 - 4) Volunteer of the Year – Joe Smith
 - 5) Business of the Year - CONFIDENTIAL

- C. Approval of City RESOLUTION Supporting Proposition 68; the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018
- D. Approval of City RESOLUTION Proposition 69 Support and Opposition to SB1 Repeal
- E. Approval of City RESOLUTION Authorizing a Service Agreement for Auditor Services by Hayashi & Wayland for Fiscal Year 2017-2018 at a cost not to exceed \$44,000
- F. Approval of City RESOLUTION Approving Professional Planning Services Agreement Amendment #3 with EMC Planning Group to include additional \$52,450 to the Original and Amended Agreements for Fiscal year 2017-2018 related to the South of Tioga Developments for additional Staff Assistance, Biological Investigation, and Preparation of a Habitat Management Plan
- G. Approval of City RESOLUTION Demanding Federal Gun Control Action to Prevent Death and Injury

7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

8. OLD BUSINESS

- A. Progress report on Public Works projects, South of Tioga Redevelopment project, Coastal projects, and other Sand City community programs by City Engineer/Community Development Director/City Administrator

9. NEW BUSINESS

- A. Consideration of City RESOLUTION Approving a Subrecipient Agreement by and Between the County of Monterey and the City of Sand City for Fiscal Year 2018/2019 Community Development Block Grant (CDBG) Project, including ADA Improvements to Calabrese Park and Authorize the City Administrator to Execute the Agreement and any Future Amendments thereto with Monterey County for the Purpose of Implementing the CDBG
- B. Consideration of City RESOLUTIONS Approving Contracts for the Sand City Water Supply Phase 1 New Intake Wells Project
 - 1) Approving City RESOLUTION Authorizing a Master Services Technical Agreement with Intera Incorporated to Provide Technical Assistance for the Construction of New Brackish Intake Wells for the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$185,028
 - 2) Approving City RESOLUTION Authorizing a Contract and/or Service Agreement with Polaris Consulting to Provide Land Surveying Services including Topographic and Boundary

Surveys and Technical Support for the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$17,000

- 3) Approving City RESOLUTION Authorizing a Contract and/or Service Agreement with Denise Duffy & Associates to Provide Environmental Services to Support the City of Sand City Water Supply Project Phase 1 New Intake Wells Project in an amount not to exceed \$22,847

- C. Comments by Council Members on Meetings and Items of interest to Sand City
- D. Upcoming Meetings/Events

10. CLOSED SESSION

- A. City Council to adjourn to Closed Session to confer with its real property negotiator in accordance with Section 54956.8 of the Ralph M. Brown Act:

Property Address: 710-780 Redwood Avenue
APNs: 011-198-002 & 011-198-003
Negotiator: City Administrator

- B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown Act

11. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, March 20, 2018
5:30 P.M.
Sand City Council Chambers
1 Pendergrass Way, Sand City

This is intended to be a draft agenda. The City reserves the right to add or delete to this agenda as required.

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

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

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

Regular Meeting – February 20, 2018
5:30 P.M.
CITY COUNCIL CHAMBERS

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

The invocation was led by Reverend Robert Hellam.

The Pledge of Allegiance was led by Police Chief Brian Ferrante.

Present: Mayor Mary Ann Carbone
Vice Mayor Blackwelder
Council Member Hubler
Council Member McDaniel
Council Member Hawthorne

Staff: Todd Bodem, City Administrator
Jim Heisinger, City Attorney
Leon Gomez, City Engineer
Brian Ferrante, Police Chief
Charles Pooler, City Planner
Connie Horca, Deputy City Clerk/Admin. Asst.

AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR

Mayor Carbone announced the groundbreaking ceremony for the Monterey Bay Shores project on Thursday, February 22, 2018 at 2:00 p.m., and the 20th Anniversary Supercuts celebration on Friday, February 23, 2018 at 11:00 a.m. Supercuts will be rolling back their prices to \$10 per haircut. The City will be presenting a certificate in commemoration at the event. The Monterey Regional Waste Management District will be holding a tour of their new Materials Recovery Facility (MRF) on Friday as well, and encouraged the Council to attend.

There were no announcements by the City Administrator.

AGENDA ITEM 5, COMMUNICATIONS

5:34 P.M. Floor opened for Public Comment.

Dr. Ed Ghandour, Developer representing SNG/Evariste LLC for the Monterey

Bay Shores Ecoresort Project thanked the Council for being supportive through his 25 year journey. The upcoming groundbreaking ceremony will be a momentous event for himself, his family, the City, Peninsula, and the community at large. He expressed his gratitude to the Council for their unwavering support, assistance, and faith in making this project come to fruition.

Council Member Hawthorne commended Dr. Ghandour for his tenacity and fortitude for the past 25 years and seeing it through.

5:36 P.M. Floor closed to Public Comment.

AGENDA ITEM 6, CONSENT CALENDAR

- A. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits. There was no discussion of the following use permits.
- (1) CUP #448, Mike Houser, (Shirt Printer), 542 #4 Ortiz Avenue
 - (2) CDP #07-01, Sato Racing, (Wholesale), 2-John Street #B
 - (3) CDP #98-01, James Davi, (Contractor), 1815-C Contra Costa Street
 - (4) CUP 558, Veggies Produce (Storage), 591 Redwood Avenue
 - (5) CUP #241, Automotive Specialist, (Auto repair), 475-A Olympic Avenue
 - (6) CUP #537, Mark Cristofalo & Co., (Design studio), 685 Ortiz Avenue
- B. There was no discussion of the February 6, 2018 Council Meeting Minutes.
- C. There was no discussion of the Police Department Monthly Activity Report, January 2018.
- D. There was no discussion of the Public Works Monthly Report, January 2018.
- E. There was no discussion of the City/Successor Agency Monthly Financial Report, January 2018.
- F. There was no discussion of the City **Resolution** authorizing Renewal of a Maintenance Services Agreement with Hope Rehabilitation Services for FY 2018-2019.
- G. There was no discussion of the City **Resolution** approving an Expenditure not to exceed \$3,000 for the Monterey Peninsula Regional Water Authority (MPRWA) Fiscal Year 2018-19 Operating Budget and Administrative Cost.
- H. There was no discussion of the City **Resolution** approving a One (1) Year Agreement with the Monterey County Weekly for Continued Participation

of Co-op Advertisements during the 2018/2019 Fiscal Year.

- I. There was no discussion of the City **Resolution** recognizing Edmond Ghandour's Tenacity and Grit in Overcoming a Quarter Century of Permitting Hurdles and Breaking Ground on the Monterey Bay Shores Eco-Resort in Sand City, California.

Motion to approve the Consent Calendar items was made by Council Member Hubler, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 8, PRESENTATION

- A. **Presentation by Assistant General Manager Hunter Horvath of Monterey-Salinas Transit on MST's Community Update (10 minutes)**

Lisa Rheinheimer of Monterey-Salinas Transit (MST) provided a community update of MST's involvement as well as its future endeavors for the upcoming year. She also mentioned that MST will be providing transportation services to and from the groundbreaking ceremony on Thursday, February 22nd. MST serves a population of 435,232, encompassing a service area of 295 miles with a fleet of 122 busses. The ridership is approximately 4.4 million passengers boarding on an annual basis. She reported on MST's operating budget of \$45,859,429 and provided a breakdown of the revenues received and how operating expenses are allocated.

The Monterey Bay Facility MST is currently under construction and future groundbreaking will take place sometime in April. A grant was received for a new facility in King City that will help with the organizations long distance routes. MST will be receiving new busses as well as 2 zero emission busses. The trolleys will also be replaced as they are several years old. New services and discounts will be provided to veterans and people with disabilities. Ms. Rheinheimer further reported on MST's new Real Time App that allows individuals to access bus times, bus lines and when the bus is expected to arrive at the stop. A paratransit response module will be instituted to deploy emergency/special bus services to evacuate seniors or people with disabilities during floods or wild fires and in situations where other emergency services are not available. A volunteer driver program has been instituted for areas that MST is not able to serve, as well as a taxi voucher program for Uber and Lyft where transportation services to certain areas is not readily available. She reported that the

Measure X funds are being used for a feasibility study for a Highway 1 rapid bus transit system to alleviate the congestion on the highway. In conclusion Ms. Rheinheimer reported that MST is currently recruiting for drivers, and that MST offers great benefits. When the National Highway Trust Fund becomes insolvent and the amount of money collected at the gas pump for payment of transit no longer pays for the cost of the programs for those which the federal highway administration funds. Zero emission bus regulations are also a challenge because the California Air Resources Board would like to move towards zero emission vehicles and the technology is not quite there yet. There are well funded efforts at the state level to repeal the gas tax known as SB1 in an effort to get voters out. MST estimates that they receive 2.5 million dollars on an annual basis to fund efforts, and cities and counties also receive monies for local roads, these funds will be taken away if this bill is repealed.

There was Council discussion regarding where the corridor through Highway 1 will be located, and the bus station located at Playa Avenue along a portion of the sidewalk that does not allow much room for people to walk. The Mayor received further information regarding reduction of emissions and difficulty of electric powered busses driving long distance routes.

6:02 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:02 P.M. Floor closed to Public Comment.

AGENDA ITEM 9, PUBLIC HEARING

A. Consideration of City RESOLUTION Approving Conditional Use Permit 621 For Giles Healey Authorizing a General Contractor Workshop, Office, and Storage at 336 Orange Avenue

City Planner Charles Pooler presented an application submitted by Giles Healey of Giles Healey Construction, Inc. to utilize an existing 1,375 square foot commercial unit at 336 Orange Avenue as a general contractor's workshop with storage and accessory office. The applicant will occupy one of two units in the building facing Orange Avenue. The majority of work will be performed at the contract sites; however, the Applicant would perform woodworking at the Orange Avenue property at various times. Intended hours of operation would be from 7 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturdays. Staff recommends the permit specify that manufacturing activities conducted on Saturdays occur between the hours of 10:00 a.m. to 5:00 p.m. The zoning code specifies two parking spaces for manufacturing based on 1/700 parking ration. The subject property has a total of five parking spaces and meets the minimum zoning requirements. The permit

should include standard language prohibiting double parking or encroaching into the street. Shipments to and from the property will be infrequent. The 300 block of Orange Avenue is not a "through" street and traffic circulation is limited. Staff recommends that trucks making deliveries maintain one drive lane open, does not impede access to neighboring properties, is only parked to conduct loading/unloading activities, and only during intended hours of operation.

The proposed use for the site should have little negative impact provided that all storage be maintained within the building. The applicant will also utilize the site as a workshop. Woodworking and carpentry operations have been relatively benign uses in Sand City except when lacquer or paint is used without proper ventilation. The permit should prohibit the application of finishes unless a spray booth or similar apparatus is installed. Staff recommends approval of the conditional use permit.

6:10 P.M. Floor opened for Public Comment.

The applicant Giles Healey has no further comments. The Mayor asked the applicant if he was in agreement with the conditions of the use permit. Mr. Healy responded that he was in agreement with permit conditions.

6:11 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving Conditional Use Permit 621 for Giles Healey Authorizing a General Contractor Workshop, Office, and Storage at 336 Orange Avenue was made by Council Member Hubler, seconded by Council Member McDaniel. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

B. Consideration of City RESOLUTION Approving Conditional Use Permit 620 for Cyrus Morse Authorizing General Contractor Workshop, Office, and Storage within a 1,375 square foot Commercial Unit at 349 Olympia Avenue

City Planner Charles Pooler presented an application submitted by Cyrus Morse to use an existing 1,375 square foot commercial unit at 349 Olympia Avenue as a general contractor's workshop, storage, and accessory office. This application is similar to the previous public hearing. This location is at the adjacent building but facing Olympia Avenue. The hours of operation are intended to be from 7 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturdays. Staff recommends the permit specify that manufacturing activities conducted on Saturdays occur between the hours of 10:00 a.m. to 5:00 p.m. The parking requirements are the same and the adequate number of spaces is provided. The contractor will be bringing materials to the contract site. Provided that loading and unloading keeps one lane open an does not

impede access to other units and that the truck is parked only for that specific activity, staff does not foresee any impact. Should the applicant do any lacquer work, then requirements for a spray booth or similar apparatus is required. The only difference between this unit and the previous aforementioned unit is that this property was 'red tagged' for construction inside the unit without building permits. As of this report, the "Red Tag" remains in effect. Staff recommends that a condition in the permit require all building code violations be rectified prior to occupancy of the unit. The applicant has plans in with the building department for plan check to resolve this issue. Staff recommends approval of the conditional use permit.

6:16 P.M. Floor opened for Public Comment.

The Mayor asked the applicant whether he was in agreement with the conditions of the permit. Mr. Morse replied that he was in agreement with permit conditions.

6:17 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving Conditional Use Permit 620 for Cyrus Morse Authorizing General Contractor Workshop, Office, and Storage within a 1,375 square foot Commercial Unit at 349 Olympia Avenue was made by Council Member Hawthorne, seconded by Council Member McDaniel. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

C. SECOND READING: Ordinance of the City of Sand City to Amend Sand City Municipal Code Title 18 (Zoning Ordinance) Chapter 18.63 for Compliance with AB 2299 and SB 1069

City Planner Charles Pooler commented that at the February 6, 2018 Sand City Council meeting, the City Council approved for first reading, the amendments to Municipal Code Title 18, Chapter 18.63 for Compliance with AB 2299 and SB 1069. Staff recommends adoption for second reading of the ordinance to amend and update Chapter 18.63 of the Municipal Code.

6: 21 P.M. Floor opened for Public Comment.

There were no comments from the Public.

6: 21 P.M. Floor closed to Public Comment.

Motion to approve the Second Reading of **Ordinance by title**, of the City of Sand City to Amend Sand City Municipal Code Title 18 (Zoning Ordinance) Chapter 18.63 for Compliance with AB 2299 and SB 1069

was made by Council Member Hubler, seconded by Council Member Hawthorne. Roll Call Vote AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

AGENDA ITEM 10, OLD BUSINESS

A. Consideration of City RESOLUTION Extending the Expiration Date of the Vesting Tentative Map for the Monterey Bay Shores Eco-Resort Project

City Planner Charles Pooler reported that the City approved the Vesting Tentative Map (VTM) for the Monterey Bay Shores Eco-Resort Project on December 15, 2015. In accordance with government code, vesting tentative map approvals are good for 24 months. Government Code provides that the 24-month period shall not include time during which a lawsuit is pending. Monterey Bay Shores was involved with litigation concerning the conditions of the projects coastal development permit (CDP). As the City's condition of VTM approval requires consistency with the Commissions CDP, there is a nexus justifying the extension of the expiration date. Litigation was dismissed on February 14, 2018. Therefore, the extension would be for the 14-month period which would now extend the VTM to February 14, 2019. Staff recommends approval of the draft resolution extending the expiration date of the Vesting Tentative Map.

6:26 P.M. Floor opened for Public Comment.

Public Member Michael Pekin commented that he sent a short letter to the City Administrator in support of this project. As a paraglider pilot, this project has been supportive of him and his fellow pilots. They have been respectful of private property and habitat on the property. He wishes to continue to use this portion of the beach for paragliding activities. He is respectful of the City's support and notices that equipment has been brought on and hopes that public access will continue.

Ed Ghandour, Developer of the Monterey Bay Shores project commented that he was formerly in possession of a pilot's license and loves paragliding. He provided permission for paragliders to use the property by license; however, with Coastal Commission approval there may be a conflict with dune restoration and habitat preservation. Dr. Ghandour would like the City to find an alternate/new location. During construction there may be a portion of the southernmost area of the dunes that may be able to accommodate the paragliders. Once the actual grading begins, another location may have to be provided to the paragliders in order for them to continue their sport. Dr. Ghandour concluded that his property is private and it is by permission that they can continue, but may need another place during construction.

There was discussion regarding the continued use of the property to allow the paragliders to continue their sport, the liability issue of landing on the beach, and how activities may also effect the snowy plover population which is being biologically monitored for habitat protection. Dr. Ghandour commented that it will be difficult to continue because the biological monitors would make independent decisions from the developer.

6:37 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** extending the Expiration Date of the Vesting Tentative Map for the Monterey Bay Shores Eco-Resort Project was made by Council Member Blackwelder, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

B. Progress report on Public Works projects, South of Tioga Redevelopment project, Coastal projects, and other Sand City community programs by City Engineer/Community Development Director/City Administrator

City Engineer Leon Gomez reported that the desalination plant produced 17 acre feet of water through February 20, 2018. The City Engineer is coordinating with various consultants with requests for their scope of work and fee schedules regarding the Phase I New Intake Wells for the Sand City Water Supply Project. The Technical Assistance team has submitted memorandums to the City to include within Task 3 the preliminary investigation of existing conditions, site opportunities and identification of concept project alternatives for the Proposition 1 Technical Assistance Grant.

The developer for the Bungalows at East Dunes project will be replacing certain portions of sidewalk along Ocean View Avenue due to excessive cross slopes that exceed ADA requirements. The City Engineer will perform a follow up final inspection once the work has been completed. Staff has been coordinating with the applicant and his design team on the Catalina Lofts Mixed Use Project to obtain approval on the water and sewer system improvements which is required prior to issuance of a building permit. Improvement plans for the Bogue Residence is currently being reviewed by Staff. An updated exhibit was sent to Coastal Commission staff for review of the proposed West Bay Infrastructure Repair work and Staff is waiting on whether an immaterial amendment to the coastal development permit will be required. The City surveyor will be providing additional survey for the Carroll Property Surface Parking project in early to mid-March 2018 while the City Engineer continues to assess ADA compliance for the proposed new parking area. The City Engineer is currently developing construction documents for the irrigation system connection to provide water to the parcel regarding the Transportation

Agency for Monterey County (TAMC) landscaping project.

There was discussion regarding the types of materials that may be used for future street repair improvements such as surface type LID features, permeable pavement, bio-filtration and bulb-outs at the streets. The City Engineer will provide samples of these materials at a future March Council meeting.

Dr. Ghandour, Developer of the Monterey Bay Shores project reported that there was no real issue with the actual casing and a new 4" liner that was replaced at the center of the casing was performed successfully on the well located at the site. The project will require increasing its water demands for the grading being performed at the site at approximately 300 gallons per minute, work is currently progressing well.

AGENDA ITEM 11, NEW BUSINESS

A. Consideration of City RESOLUTION Adopting an Updated Illness and Injury Prevention Program

Police Chief Brian Ferrante reported that the Illness and Injury Prevention Program (IIPP) is required to maintain a safe work environment and that best management practices are utilized to operate in a safe and professional manner. The last update was performed in 1999 and it was necessary to update the existing program. Staff reached out to MBASIA who connected Staff with workers compensation attorneys to provide updated materials. Most of the updates were also found on the OSHA web page that provided suggestions on what an IIPP should look like. A few elements from the City of Seaside's IIPP were collected as well. The attached manual is a collection of best practices used for the operation, training, and problem resolution for injury and illness prevention.

City Administrator Todd Bodem reported that this manual is a living document and will be updated regularly as deemed necessary. Chief Ferrante added that any time the program is updated; it will be presented to employees who will read and sign off on the document. The public works department does a weekly 'tailgate' training, that involves a specific topic and are required to 'sign off' that they have received training.

6:59 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:59 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** adopting an Updated Illness and Injury Prevention Program was made by Council Member McDaniel,

seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Hawthorne, Hubler, McDaniel. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

B. Comments by Council Members on Meetings and Items of interest to Sand City

Council Member Hawthorne reported that at the Monterey County Convention and Visitors Bureau Community Relations Committee meeting he attended, the primary topic of conversation revolved around the Monterey Bay Shores Ecoresort Project. He received a lot of positive reactions from other representatives who were thrilled about the development.

Council Member Blackwelder reported that at the last Monterey Regional Waste Management District meeting, a tour of the new was announced. He also reported on several other projects of interest such as the possibility of a new sewage treatment facility.

Mayor Carbone reported that Staff representatives will be attending the first meeting of the Monterey Bay Community Power at Monterey City Hall.

Council Member Hubler received information on where parking for the groundbreaking ceremony will be located.

C. Upcoming Meetings/Events

There were no RSVP's for upcoming meetings/events.

AGENDA ITEM 12, CLOSED SESSION

The City Attorney deemed that there was no need for closed session.

AGENDA ITEM 13, ADJOURNMENT

Motion to adjourn the City Council meeting was made by Council Member Blackwelder, seconded by Council Member Hawthorne to the next regularly scheduled Council meeting on Tuesday, March 6, 2018 at 5:30 p.m. There was consensus of the Council to adjourn the meeting at 7:10 p.m.

Connie Horca, Deputy City Clerk

AGENDA ITEM

6B

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING
STEVEN J. PACKER M.D.
AS THE MONTEREY PENINSULA CHAMBER OF COMMERCE'S
2017 CITIZEN OF THE YEAR**

WHEREAS, the Monterey Peninsula Chamber of Commerce presents awards to various community leaders who have made substantial contributions to the Monterey Peninsula community and the Chamber of Commerce; and

WHEREAS, the 2017 Citizen of the Year is presented to Steven J. Packer M.D., who has made notable impact upon, and contribution to the Monterey Peninsula; and

WHEREAS, after graduating from and then completing Internal Medicine training at the UCSF School of Medicine, Steven J. Packer went on to a pulmonary and critical care fellowship at UC Irvine. He then attended the Stanford Executive Program at STanford's Graduate School of Business; and

WHEREAS, from 1997-1999, Steven J. Packer served as Chief of Staff at the Community Hospital of the Monterey Peninsula before becoming the Medical Director of the Community Hospital's Intensive Care Unit for 11 years; and

WHEREAS, in January 1999 he was appointed President/Chief Executive Officer of Montage Health, a health organization that serves as a community hospital as well as organization that offers personal health and wellness through a collection of exceptional service entities providing preventative, restorative, palliative, and coordinated care; and

WHEREAS, actively involved within the community, Steven J. Packer served on the "Let's Get Healthy California Task Force" in 2012, Past Chair of the California Hospital Association, and as a Board Member of the VHA West Coast, and NORCAL Mutual Insurance Company; and

WHEREAS, Steven J. Parker has embodied a "love" of the Monterey Peninsula and surrounding communities by advancing a community hospital and expanding a community focused healthcare system serving individuals throughout the Peninsula.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby acknowledges and honors Steven J. Packer for this award in recognition of his commitment, exceptional knowledge and understanding of medical issues and for exemplifying devotion and support to the community.

Sand City Resolution SC ___, 2018

PASSED AND ADOPTED by the City Council of Sand City on this ___ day of March 2018, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING
JOHN M. PHILLIPS
AS THE MONTEREY PENINSULA CHAMBER OF COMMERCE
2017 RUTH VREELAND MEMORIAL PUBLIC OFFICIAL
OF THE YEAR AWARD RECIPIENT**

WHEREAS, the Monterey Peninsula Chamber of Commerce presents awards to various community leaders who have made substantial contributions to the Monterey Peninsula community and the Chamber of Commerce; and

WHEREAS, the 2017 Ruth Vreeland Memorial Public Official of the Year Award is presented to John M. Philips, who embodies inspirational dedication to the community and to the Monterey Peninsula; and

WHEREAS, a notable community leader and resident, John M. Phillips earned his B.A. in Political Science from Long Beach State College in 1964, and graduated from Boalt Hall Law School at UC Berkeley in 1968; and

WHEREAS, in his 21 years as presiding Judge of the Monterey Superior Court following his Assistant District Attorney position in charge of the Salinas office, John M. Phillips created the Domestic Violence Court, served as the first chairman of the Domestic Violence Council, developed the Mental Health Court, and was responsible for many of the current innovative services of the Family Law Court; and

WHEREAS, demonstrating the embodiment and example of a public servant, John M. Phillips founded Rancho Cielo in 2000, a successful and innovative program for at risk youth, that continues to create opportunities through apprenticeship programs in culinary arts, hospitality, and construction that leads to real, self-supporting jobs on the Monterey Peninsula and Salinas Valley.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby acknowledges and honors John M. Philips for this award in recognition of his faithful commitment to public service, dedication, and contribution to the community.

PASSED AND ADOPTED by the City Council of Sand City on this ___ day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

Sand City Resolution SC ____, 2018

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING
LEINETTE LIMTIACO
AS THE MONTEREY PENINSULA CHAMBER OF COMMERCE 2017 ROBERT C.
LITTLEFIELD FOR LIFETIME ACHIEVEMENT AWARD RECIPIENT**

WHEREAS, the Monterey Peninsula Chamber of Commerce presents awards to various community leaders who have made substantial contributions to the Monterey Peninsula community and the Chamber of Commerce; and

WHEREAS, the 2017 Robert C. Littlefield for Lifetime Achievement Award is presented to a Chamber member who has provided great support, time, and effort to the Monterey Peninsula Chamber of Commerce; and

WHEREAS, this year, the Chamber selected Leinette Limtiaco as the Robert C. Littlefield for Lifetime Achievement Award recipient; and

WHEREAS, spending most of her working career as a full-time student attending/graduating from Monterey Peninsula College (MPC) and California State University Monterey Bay (CSUMB). Leinette Limtiaco holds a Bachelor's and Master's in Business Administration with a concentration in Accounting and Finance from the University of Phoenix; and

WHEREAS, after serving as Accounting Manager since 1996, Lienette Limtiaco began serving as President and Chief Executive Officer of the Central Coast Federal Credit Union in February 2005; and

WHEREAS, demonstrating her sense of community and generosity by donating her financial knowledge and leadership, Lienette Limtiaco continues to serve on several boards including Finance Vice Chair for the Monterey Peninsula Chamber of Commerce, President and Treasurer for the Marina Chamber of Commerce; current Vice President for the Foundation for Monterey County Free Libraries (FMCFL), current Treasurer for the Central Coast Center for Independent Living (CCCIL), as well as serving as a Board Member on various local and regional agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby acknowledges and honors Leinette Limtiaco for this award in recognition of her contribution and service to the community and to the Monterey Peninsula Chamber of Commerce.

Sand City Resolution SC ____, 2018

PASSED AND ADOPTED by the City Council of Sand City on this __ day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

**CITY OF SAND CITY
RESOLUTION SC _____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY HONORING
JOE SMITH MONTEREY PENINSULA CHAMBER OF COMMERCE'S
2017 VOLUNTEER OF THE YEAR AWARD RECIPIENT**

WHEREAS, the Monterey Peninsula Chamber of Commerce presents awards to various community leaders who have made substantial contributions to the Chamber and the Monterey Peninsula community; and

WHEREAS, the Volunteer of the Year Award is presented to those, either elected or appointed, who embody community dedication that inspires others; and

WHEREAS, this year, the Monterey Peninsula Chamber presents the Volunteer of the Year Award to Joe Smith; and

WHEREAS, a reputable businessman and professional Realtor, Joe Smith is affiliated with Sotheby's International Realty in Pacific Grove and matches a client's wants and needs with the home and community that best suits them, their life, family, and future; and

WHEREAS, a long time Monterey Peninsula native, Joe Smith raised a family of four sons (with his wife Peggy), while envisioning ideas, dreams, and goals and how to reach them; and

WHEREAS, in 2014, Joe Smith has served as President of the Northern California Chapter of the Council of Residential Specialist, a past Director of the Monterey County Association of Realtors, former State Director of the California Association of Realtors, and will serve as the 2019 President of the California Contingent of the Residential Real Estate Council (RRC); and

WHEREAS for over 12 years, Joe Smith has actively volunteered with the Monterey Peninsula Chamber of Commerce serving as a Chamber Ambassador at numerous mixers, ribbon cuttings, and signature events by greeting members and guests with a smile.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City acknowledges and honors Joe Smith for this award in recognition of his time, loyalty, and voluntary service as an invaluable member of the Chamber and to the community.

PASSED AND ADOPTED by the City Council of the City of Sand City on this ____ day of March, 2018, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

CITY OF SAND CITY

RESOLUTION SC ___, 2018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
HONORING
XXXXXXXXXXXXXX
AS THE MONTEREY PENINSULA CHAMBER OF COMMERCE
2017 "BUSINESS OF THE YEAR" AWARD RECIPIENT

WHEREAS, the Monterey Peninsula Chamber of Commerce presents awards to various community businesses who have made substantial contributions to the Chamber of Commerce and the Monterey Peninsula community; and

WHEREAS, the Business of the Year Award is presented to the finalist selected from the various categories of "Business Excellence Awards"; and

WHEREAS, the Chamber selected XXXXXXXX as this year's Business of the Year Award recipient; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Sand City hereby acknowledges and honors XXXXXXXXX for this award in recognition of their commitment to provide exceptional services to the community and winning the Business of the Year Award.

PASSED AND ADOPTED by the Sand City Council on this 6th day of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

AGENDA ITEM

6C

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: February 21, 2018
Subject: Sand City's Support of Proposition 68 – California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

Background

The League of California Cities is currently reviewing several initiatives, one of which is a request that the City of Sand City formally support Proposition 68 (SB 5, De Leon) known as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

Proposition 68 is a \$4 billion bond to fund parks, water, climate and environmental programs. Proposition 68 would provide local governments with funding for local park improvements and create grants to fund water, local parks, coastal and climate resiliency projects.

Recommendation

Staff recommends approval of the attached Resolution.

**CITY OF SAND CITY
RESOLUTION SC _____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
SUPPORTING PROPOSITION 68; THE CALIFORNIA DROUGHT, WATER, PARKS,
CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF
2018**

WHEREAS, the Legislature adopted and governor signed SB 5 (De Leon), a \$4 Billion General Obligation Bond to be placed on the June 2018 ballot entitled the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018; and

WHEREAS, Proposition 68 represents the first legislatively authorized debt instrument for parks, resources and environmental improvements since 2002; and

WHEREAS, investments in California's urban, suburban and rural park and resources-related landscapes promote the notion of community and provide health, environmental and aesthetic benefits; and

WHEREAS, California Outdoor economy is a \$92 Billion economic driver, partly responsible for the continued health and growth of many of California's local economies; and

WHEREAS, Proposition 68 contains \$215 Million in Per Capita funding to assist all of California's communities in underwriting priority park-related improvements; and

WHEREAS, an additional \$40 Million shall be available in block grant awards for communities that self-tax for park related improvements; and

WHEREAS, Proposition 68 invests no less than \$1 Billion in California's most economically challenged communities, eradicating blight and promoting greater access to the outdoors and health-related pursuits; and

WHEREAS, Proposition 68 expends \$200 Million on California's State Park system, addressing a greater than \$1 Billion backlog in deferred maintenance which will translate into greater tourism and visitorship opportunities in adjacent communities; and

WHEREAS, Proposition 68 invests \$30 Million in trail network improvements promoting non-motorized recreational and commuter opportunities throughout the state; and

WHEREAS, Proposition 68 recognizes the importance of California's rural spaces and invests \$25 Million through a competitive grant program to prop-up and enhance rural park infrastructure; and

WHEREAS, Proposition 68 expends hundreds of millions on other important investments in resource-related infrastructure including California's rivers, coast, and other waterways, the state's mountainous settings such as the Sierra and wildlife and fish-dependent habitats; and

WHEREAS, Proposition 68 invests heavily in combatting global warming through investments in urban greening projects, promoting healthy forests and carbon farming applications; and

WHEREAS, Proposition 68 underwrites investments in improving local water systems, promoting access to safe drinking water in some of California's most economically challenged communities; and

WHEREAS, Proposition 68 commits to a robust investment in groundwater improvements and sustainability to diversify water sources and recharge groundwater tables; and

WHEREAS, Proposition 68 underwrites improvements in the state flood management systems, armoring against calamities that beset the state including Oroville and elsewhere.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City hereby resolves and orders as follows:

1. That the City of Sand City hereby supports Proposition 68, The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. That the City of Sand City supports and can be listed as a member of the Californians for Clean Water and Safe Park coalition.

PASSED AND ADOPTED by the City Council of the City of Sand City on this ____, day March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

AGENDA ITEM

6D

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: February 21, 2018
Subject: Sand City's Support of Proposition 69

Background

The League of California Cities is currently reviewing several initiatives, one of which, is a request that the City of Sand City formally support Proposition 69 (Transportation Funding Protections) to engage preemptively in opposing efforts to repeal SB 1, the Road Repair and Accountability Act of 2017, which infuses \$5.2 billion per year to our local streets and roads, highways and transit system.

Proposition 69 (ACA 5, Frazier) was part of the agreement to secure passage of SB 1 by prohibiting the legislature from raiding, borrowing, or diverting any new SB 1 revenues and ensuring these funds can only be used for transportation purposes.

The League and the Fix Our Roads coalition take seriously current efforts to qualify an SB 1 repeal measure on the November ballot. The proposal would not only repeal billions of dollars for transportation improvement funds but would also require that any future fuel tax or transportation fees be approved by a statewide vote of the electorate.

SB 1 provides critically needed funding in Sand City that the City Council approved to use to maintain and rehabilitate street, curb, gutter, and sidewalk improvements; and adjacent street with new crosswalk on Contra Costa Street between Elder Avenue and Shasta Avenue listed within the 5 year capital improvement plan.

Recommendation

Staff recommends approval of the attached Resolution.

FILED
in the office of the Secretary of State
of the State of California

APR 17 2017
By *Tibby R. O'Donnell*
Deputy Secretary of State

Assembly Constitutional Amendment No. 5

Adopted in Assembly April 6, 2017

Sam Johnson
Acting Chief Clerk of the Assembly

Adopted in Senate April 6, 2017

Siya
Secretary of the Senate

Allye Kroll
Secretary of State

This resolution was received by the Secretary of State this
17th day of April, 2017, at 1
o'clock P.M.

Tibby R. O'Donnell
Deputy Secretary of State

RESOLUTION CHAPTER _____

Assembly Constitutional Amendment No. 5—A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Section 1 of Article XIX A thereof, by adding Section 15 to Article XIII B thereof, and by adding Article XIX D thereto, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

ACA 5, Frazier. Motor vehicle, fees and taxes: restriction on expenditures: appropriations limit.

(1) Article XIX of the California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes, and restricts the expenditure of revenues from fees and taxes imposed by the state upon vehicles or their use or operation to state administration and enforcement of laws regulating the use, operation, or registration of vehicles used upon the public streets and highways, as well as to street and highway and certain mass transit purposes. These restrictions do not apply to revenues from taxes or fees imposed under the Sales and Use Tax Law or the Vehicle License Fee Law.

This measure would add Article XIX D to the California Constitution to require revenues derived from vehicle fees imposed under a specified chapter of the Vehicle License Fee Law to be used solely for transportation purposes, as defined. The measure would prohibit these revenues from being used for the payment of principal and interest on state transportation general obligation bonds that were authorized by the voters on or before November 8, 2016. The measure would prohibit the revenues from being used for the payment of principal and interest on state transportation general obligation bonds issued after that date unless the bond act submitted to the voters expressly authorizes that use. The measure would also prohibit the Legislature from borrowing these revenues, except as specified, or using them for purposes other than transportation purposes.

(2) Article XIII B of the California Constitution prohibits the total annual appropriations subject to limitation of the state and

each local government from exceeding the appropriations limit of the entity of the government for the prior year, as adjusted.

This measure would exclude appropriations of certain revenues associated with the Road Repair and Accountability Act of 2017 from the appropriations subject to constitutional limitation.

(3) Article XIX A of the California Constitution requires the deposit of a specified portion of the sales and use tax on diesel fuel in the Public Transportation Account in the State Transportation Fund, and restricts the expenditure of those revenues to certain transportation planning and mass transportation purposes. Article XIX A prohibits the Legislature from borrowing these revenues and from using these revenues other than as specifically permitted by Article XIX A.

This measure would restrict additional portions of the sales and use tax on diesel fuel to expenditure on certain transportation planning and mass transportation purposes and require those revenues to be deposited in the Public Transportation Account. The measure would prohibit the Legislature from temporarily or permanently diverting or appropriating these additional revenues for other than certain transportation planning and mass transportation purposes, or from borrowing, except as specified, these additional revenues.

WHEREAS, Transportation revenues raised by the Road Repair and Accountability Act of 2017 should be constitutionally protected for transportation purpose; and

WHEREAS, By so doing, Californians are assured revenues raised by that act are spent to repair streets and bridges, address years of deferred maintenance on highways and local roads, improve mobility and public transit, and invest in needed transportation infrastructure to benefit all Californians; now, therefore, be it

Resolved by the Assembly, the Senate concurring, That the Legislature of the State of California at its 2017-18 commencing on the fifth day of December 2016, two-thirds of the membership of each house concurring, hereby proposes to the people of the State of California, that the Constitution of the State be amended as follows:

First—That Section 15 is added to Article XIII B thereof, to read:

SEC. 15. "Appropriations subject to limitation" of each entity of government shall not include appropriations of revenues from the Road Maintenance and Rehabilitation Account created by the Road Repair and Accountability Act of 2017, or any other revenues deposited into any other funds pursuant to the act. No adjustment in the appropriations limit of any entity of government shall be required pursuant to Section 3 as a result of revenues being deposited in or appropriated from the Road Maintenance and Rehabilitation Account created by the Road Repair and Accountability Act of 2017 or any other account pursuant to the act.

Second—That Section 1 of Article XIX A thereof is amended to read:

SECTION 1. (a) The Legislature shall not borrow revenues from the Public Transportation Account, or any successor account, and shall not use these revenues for purposes, or in ways, other than those specifically permitted by this article.

(b) The Public Transportation Account in the State Transportation Fund, or any successor account, is a trust fund. The Legislature may not change the status of the Public Transportation Account as a trust fund. Funds in the Public Transportation Account may not be loaned or otherwise transferred to the General Fund or any other fund or account in the State Treasury.

(c) All revenues specified in paragraphs (1) through (3), inclusive, of subdivision (a) of Section 7102 of the Revenue and Taxation Code, as that section read on June 1, 2001, shall be deposited no less than quarterly into the Public Transportation Account (Section 99310 of the Public Utilities Code), or its successor. The Legislature may not take any action which temporarily or permanently diverts or appropriates these revenues for purposes other than those described in subdivision (d), or delays, defers, suspends, or otherwise interrupts the quarterly deposit of these funds into the Public Transportation Account.

(d) Funds in the Public Transportation Account may only be used for transportation planning and mass transportation purposes. The revenues described in subdivision (c) are hereby continuously appropriated to the Controller without regard to fiscal years for allocation as follows:

(1) Fifty percent pursuant to subdivisions (a) through (f), inclusive, of Section 99315 of the Public Utilities Code, as that section read on July 30, 2009.

(2) Twenty-five percent pursuant to subdivision (b) of Section 99312 of the Public Utilities Code, as that section read on July 30, 2009.

(3) Twenty-five percent pursuant to subdivision (c) of Section 99312 of the Public Utilities Code, as that section read on July 30, 2009.

(e) For purposes of paragraph (1) of subdivision (d), "transportation planning" means only the purposes described in subdivisions (c) through (f), inclusive, of Section 99315 of the Public Utilities Code, as that section read on July 30, 2009.

(f) For purposes of this article, "mass transportation," "public transit," and "mass transit" have the same meaning as "public transportation." "Public transportation" means:

(1) (A) Surface transportation service provided to the general public, complementary paratransit service provided to persons with disabilities as required by 42 U.S.C. 12143, or similar transportation provided to people with disabilities or the elderly; (B) operated by bus, rail, ferry, or other conveyance on a fixed route, demand response, or otherwise regularly available basis; (C) generally for which a fare is charged; and (D) provided by any transit district, included transit district, municipal operator, included municipal operator, eligible municipal operator, or transit development board, as those terms were defined in Article 1 of Chapter 4 of Part 11 of Division 10 of the Public Utilities Code on January 1, 2009, a joint powers authority formed to provide mass transportation services, an agency described in subdivision (f) of Section 15975 of the Government Code, as that section read on January 1, 2009, any recipient of funds under Sections 99260, 99260.7, 99275, or subdivision (c) of Section 99400 of the Public Utilities Code, as those sections read on January 1, 2009, or a consolidated agency as defined in Section 132353.1 of the Public Utilities Code, as that section read on January 1, 2009.

(2) Surface transportation service provided by the Department of Transportation pursuant to subdivision (a) of Section 99315 of the Public Utilities Code, as that section read on July 30, 2009.

(3) Public transit capital improvement projects, including those identified in subdivision (b) of Section 99315 of the Public Utilities Code, as that section read on July 30, 2009.

(g) All revenues specified in Sections 6051.8 and 6201.8 of the Revenue and Taxation Code, as those sections read on January 1, 2018, shall be deposited no less than quarterly into the Public Transportation Account, or its successor. Except as provided in Sections 16310 and 16381 of the Government Code, as those sections read on January 1, 2018, the Legislature may not take any action that temporarily or permanently diverts or appropriates these revenues for purposes other than those described in subdivision (d), or delays, defers, suspends, or otherwise interrupts the quarterly deposit of these revenues into the Public Transportation Account.

Third—That Article XIX D is added thereto, to read:

ARTICLE XIX D
VEHICLE LICENSE FEE REVENUES FOR
TRANSPORTATION PURPOSES

SECTION 1. (a) Notwithstanding Section 8 of Article XIX, revenues derived from vehicle fees imposed under the Vehicle License Fee Law pursuant to Chapter 6 (commencing with Section 11050) of Part 5 of Division 2 of the Revenue and Taxation Code, or its successor, over and above the costs of collection and any refunds authorized by law, shall be used solely for transportation purposes, as defined by Section 11050 of the Revenue and Taxation Code, as that section read upon enactment of the Road Repair and Accountability Act of 2017.

(b) The revenues described in subdivision (a) shall not be used for the payment of principal and interest on state transportation general obligation bonds that were authorized by the voters on or before November 8, 2016, nor shall those revenues be used for payment of principal and interest on state transportation general obligation bond acts approved by the voters after that date, unless the bond act expressly authorizes that use.

(c) Except as provided in Sections 16310 and 16381 of the Government Code, as those sections read on January 1, 2018, the Legislature shall not borrow the revenues described in subdivision (a), and shall not use these revenues for purposes, or in ways, other than as authorized in subdivisions (a) or (b).

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

ELIMINATES RECENTLY ENACTED ROAD REPAIR AND TRANSPORTATION FUNDING BY REPEALING REVENUES DEDICATED FOR THOSE PURPOSES. REQUIRES ANY MEASURE TO ENACT CERTAIN VEHICLE FUEL TAXES AND VEHICLE FEES BE SUBMITTED TO AND APPROVED BY THE ELECTORATE. INITIATIVE CONSTITUTIONAL AMENDMENT. Repeals a 2017 transportation law's tax and fee provisions that pay for repairs and improvements to local roads, state highways, and public transportation. Requires the Legislature to submit any measure enacting specified taxes or fees on gas or diesel fuel, or on the privilege to operate a vehicle on public highways, to the electorate for approval. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local government: **Reduced annual state transportation tax revenues of \$2.9 billion in 2018-19, increasing to \$4.9 billion annually by 2020-21. These revenues would primarily have supported state highway maintenance and rehabilitation, local streets and roads, and mass transit. In addition, potentially lower transportation tax revenues in the future from requiring voter approval of such tax increases, with the impact dependent on future actions by the Legislature and voters. (17-0033.)**

**CITY OF SAND CITY
RESOLUTION SC _____, 2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
PROPOSITION 69 SUPPORT AND OPPOSITION TO SB 1 REPEAL**

WHEREAS, California's cities, counties and transportation agencies face a statewide backlog of over \$130 billion in needed funds to make transportation infrastructure improvements; and

WHEREAS, "The Road Repair and Accountability Act" (SB 1 – Beall) passed by the Legislature and signed by the Governor last year will raise \$5 billion annually in long-term, dedicated transportation funding to make road safety improvements, fill potholes and repair local streets, highways, bridges and overpasses, with the revenues split equally between state and local government projects; and

WHEREAS, SB 1 provides critically-needed funding in the City of Sand City that will be used for the City of Sand City to maintain and rehabilitate street, curb, gutter, and sidewalk improvements; and adjacent street with new crosswalk on Contra Costa Street between Elder Avenue and Shasta Avenue with an anticipated year of construction in 2022; and

WHEREAS, SB 1 contains strong accountability provisions to streamline projects by cutting bureaucratic redundancies and red tape to ensure transportation funds are spent efficiently and effectively, while also establishing the independent office of Transportation Inspector General to perform audits, improve efficiency and increase transparency; and

WHEREAS, Proposition 69 on the June 2018 ballot would add additional accountability for taxpayers by preventing the State Legislature from diverting or raiding any new transportation revenues for non-transportation improvement purposes; and

WHEREAS, there is also a proposed ballot measure aimed for the November 2018 ballot (Attorney General #17-0033) that would repeal the new transportation revenues provided by SB 1 and make it more difficult to increase funding for state and local transportation improvements in the future; and

WHEREAS, this proposed November proposition would raid \$10,000 annually dedicated to City of Sand City, and halt critical investments in future transportation improvement projects in our community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City hereby resolves and orders as follows:

1. That the City of Sand City hereby supports Proposition 69, the June 2018 constitutional amendment to prevent new transportation funds from being diverted for non-transportation purposes.
2. That the City of Sand City hereby opposes the proposed November ballot proposition (Attorney General #17-0033) that would repeal the new transportation funds and make it more difficult to raise state and local transportation funds in the future.
3. That the City of Sand City supports and can be listed as a member of the Coalition to Protect Local Transportation Improvements, a diverse coalition of local government, business, labor, transportation and other organizations throughout the state, in support of Proposition 69 and opposing the repeal of SB 1.

PASSED AND ADOPTED by the City Council of the City of Sand City on this ____, day March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

AGENDA ITEM

6E

M E M O

F O R Y O U

To: City Council
Subject: Fiscal Year 2017-2018 Audit
Date: February 27, 2018
From: Director of Administrative Services *Jinda*

The City of Sand City is required to have an independent audit performed on the Cities financial records performed each fiscal year. Hayashi & Wayland are a certified public accounting firm; and they have been performing the Sand City audit since the mid 1990's, when they replaced the previous auditors Apger, Paik & Jennings.

The City Council has been satisfied with the expertise, accuracy and completeness of the work performed by the auditors, and City staff feels they have a good working relationship with the staff from Hayashi & Wayland.

The proposed cost of the audit for Fiscal Year 2017-2018 is \$44,000, which is up from \$38,100 for the current year. This increase is due to the additional requirements, including testing, and disclosures due to the new Pension and (OPEB) Other Post Employee Benefits obligations, and the (GAAS) Government Auditing Standards accounting requirements which constitutes more work for the auditors on the financials. This additional work requires approximately 20% more time in costs for the auditors which has been increasing over the last several years. Hayashi & Wayland normally increased the auditing costs routinely about 3% per year. This year the increase constitutes about a 15% increase, due to the additional requirements accumulated over the last few years.

Staff is recommending that the City Council consider adopting the attached Resolution which reflects the increase to the cost of the audit for fiscal year 2017-2018, not to exceed \$44,000.

wp/td/agendamemos/Hayashi&wayland

From the desk of...
Linda Scholink
Director of Administrative Services
City of Sand City
1 Pendergrass Way
Sand City, Ca 93955
831-394-3054
831-394-2472

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY
AUTHORIZING A SERVICE AGREEMENT FOR AUDITOR SERVICES
BY HAYASHI & WAYLAND FOR FISCAL YEAR 2017-2018
AT A COST NOT TO EXCEED \$44,000**

WHEREAS, the City of Sand City is required to obtain the services of an independent qualified auditor to perform annual audits of City/Successor Agency accounts; and

WHEREAS, Hayashi & Wayland has performed an audit on behalf of the City and the Successor Agency (formerly the Redevelopment Agency), every fiscal year since 1995-96 through fiscal year 2016-2017 and has submitted a letter dated February 22, 2018 that proposes a scope of services for performing the audit for FY 2017-2018; and

WHEREAS, the City Council is satisfied with the expertise, accuracy, and completeness of the work performed by Hayashi & Wayland; and

WHEREAS, the Administrative staff for the City of Sand City has reviewed the scope of services attached hereto as Exhibit A and found that the services to be provided are satisfactory and necessary to perform the required audits for fiscal year 2017-18 and to prepare the required State reports.

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

1. The attached service agreement as proposed by Hayashi & Wayland is hereby accepted.
2. Said authorization is conditioned upon the contractor performing the service at a cost not to exceed \$44,000 as specified in the attached February 22, 2018 letter.
3. Any additional work that may be required or requested of Hayashi & Wayland will be billed at the standard hourly rates as listed in the proposal to include costs associated with proper accounting and audit procedures under the Governmental Accounting Standards Board (GASB 68), accounting and financial reporting for pensions.
4. The City Administrator is authorized and directed to enter into the attached Service Agreement with Hayashi & Wayland, Certified Public Accountants, to perform the scope of services outlined in Exhibit A for the City of Sand City.
5. Hayashi & Wayland will maintain a current Sand City Business License.

Sand City Resolution SC ____, 2018

PASSED AND ADOPTED by the Sand City Council this ____, day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk



HAYASHI | WAYLAND

February 22, 2018

City Council
City of Sand City
1 Sylvan Park
Sand City, California 93955

Attention: Linda Scholink, Director of Administrative Services

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Sand City's (the City), governmental activities, each major fund and aggregate remaining fund information as of and for the year-ended June 30, 2018 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

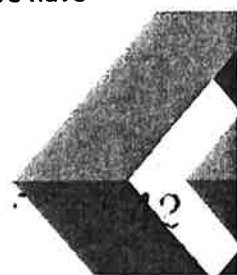
Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); and "Government Auditing Standards" issued by the Comptroller General of the United States (GAS). Those standards regulations, supplements, or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.



We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

- General fund
- Special revenue funds
- Fiduciary funds

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our report on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. To evaluate subsequent events through the date the financial statements are issued or available to be issued and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that they will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and

- (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the City involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the City received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the City, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the City.

Because Hayashi Wayland will rely on City of Sand City and its management and City Council to discharge the forgoing responsibilities, City of Sand City holds harmless and releases Hayashi Wayland, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of City of Sand City's management which has caused, in any respect, Hayashi Wayland breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the conditions of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data which should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts will be discussed and coordinated with Linda Scholink, Director of Administrative Services. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including adjustments to the trial balance and compilation of the financial statements. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City of Sand City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Linda Scholink, Director of Administrative Services, possesses suitable skill, knowledge, or experience and that the individual understands adjustments to the trial balance and compilation services to be performed sufficiently to oversee them. Accordingly, the management of the City of Sand City agrees to the following:

1. The City of Sand City has designated Linda Scholink, Director of Administrative Services, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services;
2. Linda Scholink, Director of Administrative Services will assume all management responsibilities for subject matter and scope of the adjustments to the trial balance and compilation services;
3. The City of Sand City will evaluate the adequacy and results of the services performed; and
4. The City of Sand City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management of the City of Sand City of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel.
- b. Timely responses to our inquiries.
- c. Timely completion and delivery of client assistance requests.

- d. Timely communication of all significant accounting and financial reporting matters.
- e. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fee for the services described in this letter will not exceed \$44,000 unless the scope of the engagement is changed or any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Accounts not paid within 30 days from the date of the invoice are subject to a .833% monthly finance charge. Accounts remaining unpaid will also be liable for reasonable collection costs.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate Hayashi Wayland for any additional costs incurred as a result of the employment of a partner or professional employee of Hayashi Wayland.

The City agrees not to make any offers of employment to Hayashi Wayland employees. If for any reason our employees should obtain employment with your organization during the period of this engagement, you agree to pay our firm an Employment Firm Placement Fee of 35% of the first year's annual compensation of the respective Hayashi Wayland employee.

In the event we are requested or authorized by the City of Sand City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, City of Sand City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Claim Resolution

Any claims arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of California. It is agreed by the City of Sand City and Hayashi Wayland or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Sand City shall be filed more than two years after the date of the last audit report issued by Hayashi Wayland.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City of Sand City's financial statements. Our report will be addressed to the Honorable Mayor and City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our reports on the City of Sand City's financial statements, we will also issue the following reports or types of reports:

- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

- A Independent Accountant's Report on Agreed Upon Procedures Applied to Appropriations Limit Worksheet. The responsibility we are to take for the material included in this report will be the same as that we assume for other supplementary information accompanying the financial statements.
- The "Annual Report of Financial Transactions" for submission to the State Controller's Office. The responsibility we are to take for the material included in this report will be the same as that we assume for other supplementary information accompanying the financial statements. You acknowledge that you have the final responsibility for this report and, therefore, you should review it carefully before you sign and file it.

This letter constitutes the complete and exclusive statement of the agreement between Hayashi Wayland and City of Sand City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements of our audit of the financial statements including our respective responsibilities.

Sincerely,



Michael B. Nolan, CPA, CFE, CGMA
Partner
Hayashi Wayland

Enclosure: Peer Review Report

51880/ml

Confirmed on behalf of the City of Sand City:

Signature _____

Date _____



CITY OF SAND CITY

**Cost Proposal
June 30, 2018**

Hayashi Wayland professional fees are based upon the time spent on an engagement at hourly rates related to the levels of experience of the individuals assigned. We believe that our rates are comparable to those of other accounting firms. However, we believe that our audit approaches and techniques provide a unique capability to achieve audit cost savings while maintaining highest quality standards.

We propose the following fees for the fiscal year ended June 30, 2018:

City of Sand City, including the Sand City Successor Agency	\$ 38,500
Controller's and Street Reports	5,000
Appropriations Review	<u>500</u>
	<u>\$ 44,000</u>

These fees assume that all the records needed for the audit are available in reasonable condition and that your staff will be available to answer questions, copy documents, and pull selected invoices, canceled checks and other files necessary for the audit.

If, during the course of the engagement, any special or additional work is required we will discuss it with you before we incur additional costs. This work will be billed as an additional charge according to our standard hourly rates as follows:

Partner Services	\$ 330/Hr.
Manager/Supervisor Services	\$ 260/Hr.
Senior Services	\$ 140/Hr.
Junior Staff and Clerical Services	\$ 110/Hr.

We will strive to keep our costs to a minimum so the City will receive the maximum benefit from our services. We look forward to a continuing professional relationship.



CliftonLarsonAllen LLP
CLAAconnect.com

CliftonLarsonAllen

SYSTEM REVIEW REPORT

To the Partners of Hayashi & Wayland
Accounting & Consulting, LLP and
the CalCPA Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Hayashi & Wayland Accounting & Consulting, LLP (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Hayashi & Wayland Accounting & Consulting, LLP in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hayashi & Wayland Accounting & Consulting, LLP has received a peer review rating of *pass*.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Bellevue, Washington
October 17, 2014

AGENDA ITEM

6F

MEMO

To: Honorable Mayor and City Council Members
From: Todd Bodem, City Administrator
Date: February 28, 2018
Subject: Amended Agreement #3 – EMC Planning Group, South of Tioga Project

Background

EMC Planning Group signed a specific agreement with Sand City to assist City Staff with the South of Tioga Project. This agreement started with an initial pre-application submittal set of tasks and the City authorized up to \$20,000. Contract Amendment #1 was for an additional \$20,000 to continue those tasks, along with adding other tasks (i.e., preliminary traffic planning analysis, etc.). After the application was submitted by the applicant, the City then asked EMC Planning Group to submit a scope and cost for assisting City Staff to process the project's formal application in the amount of \$225,000 to cover the cost of processing the formal project application to include staff assistance, biological permitting, and drafting the EIR.

To further facilitate the application processing, EMC Planning Group will need to provide additional services and continue to provide staff support services, biological investigation, and preparation of a habitat management plan for the proposed project in the amount of \$46,450. As an option, EMC staff request additional funds to travel to Ventura to meet with United States Fish and Wildlife Services. This optional task, if necessary, is expected to cost an additional amount of \$6,000 for a total Agreement Amendment #3 of \$52,450.

This will result in a need to amend EMC Planning Groups original agreement with an Agreement Amendment #3 to include the scope and cost for the tasks stated above and to request funds from the applicant to cover these City costs per the City's current reimbursement agreement with the applicant.

Staff Recommendation

It is recommended that the City Council approve a Resolution authorizing Agreement Amendment #3 in an amount not to exceed \$52,450 for the South of Tioga project.

CITY OF SAND CITY

RESOLUTION SC _____, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING PROFESSIONAL PLANNING SERVICES AGREEMENT AMENDMENT #3 WITH EMC PLANNING GROUP TO INCLUDE AN ADDITIONAL \$52,450 TO THE ORIGINAL AND AMENDED AGREEMENTS FOR FISCAL YEAR 2017-2018 RELATED TO THE SOUTH OF TIOGA DEVELOPMENT FOR ADDITIONAL STAFF ASSISTANCE, BIOLOGICAL INVESTIGATION, AND PREPARATION OF A HABITAT MANAGEMENT PLAN

WHEREAS, in June of 2016, The Orosco Group entered into a reimbursement agreement with the City, and deposited funds to cover City costs associated with pre-application processing in regard to development within the South of Tioga district of the City; and

WHEREAS, afterwards, EMC Planning Group advised the City of their need for an agreement between the City of Sand City and EMC Planning Group for their work on the South of Tioga; and

WHEREAS, on September 2016, the Sand City Council approved by Resolution (SC 16-74, 2016) an original agreement with EMC Planning Group to provide preliminary staff assistance and biological services in the amount not to exceed \$20,000; and

WHEREAS, in December 2016, Staff submitted a request from the Orosco Group as an agreement amendment #1 to the original agreement for additional funding needed to cover the costs for EMC Planning Group to provide staff assistance and biological and transportation services for an additional amount of \$20,000 (total \$40,000); and

WHEREAS, in July of 2017, the Sand City Council approved Resolution (SC 17-65, 2017), an agreement amendment #2 to facilitate the South of Tioga project application processing of three sets of tasks: staff assistance, biological assessment, and environmental review for an additional amount of \$225,000 of (total \$265,000); and

WHEREAS, to further facilitate the application processing, EMC Planning Group will continue to provide staff support services, biological investigation, preparation of a habitat management plan, and optional task meeting in Ventura for the proposed project to be covered by a reimbursement agreement with the applicant; and

WHEREAS, the estimated cost for amendment #3 is \$46,450 plus \$6,000 for the optional task meeting in Ventura for a total of \$52,450.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby approve a third amended agreement with EMC Planning Group to add an amount not to exceed

\$52,450 to the agreement amount of \$265,000 for FY 2017-2018 attached hereto and incorporated herein as Attachment 1.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of March, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

Attachment 1

Client Initials	Consultant Initials
	MG

AGREEMENT AMENDMENT BETWEEN CLIENT AND CONSULTANT

Project No.: PP-105

Amended Agreement entered into at Monterey, CA on this date of ~~January 9,~~ ^{MARCH 6,} 2018, by and between:

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Contact Name:	<u>Michael J. Groves</u>	Contact Name:	<u>Todd Bodem</u>
Title:	<u>President/Senior Principal</u>	Title:	<u>City Administrator</u>
Address:	<u>301 Lighthouse Avenue</u>	Address:	<u>1 Pendergrass Way</u>
	<u>Suite C</u>		<u>Sand City, CA 93955</u>
	<u>Monterey, CA 93940</u>		
Phone:	<u>831-649-1799</u>	Phone:	<u>831-394-3054</u>
FAX:	<u>831-649-8399</u>	FAX:	<u>831-394-2472</u>
Email:	<u>groves@emcplanning.com</u>	Email:	<u>TBodem@SandCityCA.org</u>

Client and Consultant agree as follows:

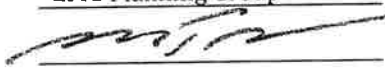
- A. Project. Client retains Consultant to perform amended services for: unforeseen additional tasks and/or level of effort over the last several months, or expected to occur as application processing proceeds, such as: project description changes related to revised application materials; additional EIR analysis related to revised application materials; issues around Coastal Development Permit processing; issues around eminent domain procedures; assisting with establishment of a finance district; additional efforts necessary to work with the United States Fish and Wildlife Service and resolve issues with the habitat management plan; outside coordination with public agencies; and coordination efforts with economic and engineering consultants hereinafter called "Amended Scope of Consultant Services".
- B. Consulting Services. Consultant agrees to perform the following Amended Scope of Services as outlined within Exhibit "A" Amended Scope of Consultant Services attached hereto and incorporated herein by reference.
- C. Agreement Amendment. Client agrees to amend Consultant's Agreement for Services as follows:

	Compensation	Completion Date	Scope of Services
1. Original Agreement	<u>\$20,000</u>	<u>November 2016</u>	<u>Staff & bio services</u>
2. Agreement Amendment #1	<u>\$20,000</u>	<u></u>	<u>Staff, bio, trans. services</u>
3. Agreement Amendment #2	<u>\$224,687.50</u>	<u></u>	<u>Staff, bio, environmental review</u>
4. Agreement Amendment #3	<u>\$52,450</u>	<u></u>	<u>Additional tasks & efforts</u>

All provisions of the original Agreement between Client and Consultant apply, unless otherwise specified in writing and attached hereto.

Client Initials	Consultant Initials
	MG

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Consultant:	<u>EMC Planning Group Inc.</u>	Client:	<u>City of Sand City</u>
Signature:		Signature:	_____
Printed Name:	<u>Michael J. Groves</u>	Printed Name:	<u>Todd Bodem</u>
Title:	<u>President/Senior Principal</u>	Title:	<u>City Administrator</u>
Date Signed:	<u>2-9-18</u>	Date Signed:	_____
Project number:	<u>PP-105</u>		

Client should return this Agreement completed and signed to the Consultant.



Planning for Success.

February 7, 2018

Todd Bodem
City Administrator
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Contract Amendment Request for South of Tioga Project

Dear Todd:

EMC Planning Group is under contract with the City to provide a variety of services related to processing the South of Tioga project application submitted by DBO Development No. 30 LLC. These services include staff assistance; biological investigation and preparation of a habitat management plan; and environmental review under the California Environmental Quality Act. The original contract covered pre-application due diligence tasks; two subsequent amendments added the staff support, biological, and environmental tasks. This letter requests a third amendment to cover unforeseen additional tasks and/or level of effort over the last several months, or expected to occur as application processing proceeds.

The additional funds are requested to cover tasks that fall into the following categories: project description changes related to revised application materials; additional EIR analysis related to revised application materials; issues around Coastal Development Permit processing; issues around eminent domain procedures; assisting with establishment of a finance district; additional efforts necessary to work with the United States Fish and Wildlife Service and resolve issues with the habitat management plan; outside coordination with public agencies; and coordination efforts with economics and engineering consultants.

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

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

The following table lists the accrued and anticipated costs for each of these categories. The requested additions are described for each category following the table.

Item	Accrued	Projected	Total
Project description changes	\$2,000	\$600	\$2,600
Additional EIR analysis	\$20,600	\$800	\$21,400
Coastal Development Permit process	\$500	\$2,000	\$2,500
Eminent domain proceedings	\$150	\$5,000	\$5,150
Financing district proceedings	0	\$5,000	\$5,000
Biological issues	5,800	\$2,000	\$7,800
Outside coordination - agencies	\$400	\$400	\$800
Outside coordination - consultants	\$300	\$900	\$1,200
Total			\$46,450
Optional Task – Ventura Meeting	---	\$6,000	

Project description changes related to revised application materials. Additional funds are requested in regard to changes in the applicant’s project description related to the addition of a restaurant, optional consolidation of the hotels on a single parcel, related changes to graphics, and additional staff time for review of application materials.

Additional analysis related to revised application materials. Additional funds are requested in regard to changes to the EIR analysis to reflect the changes to the project description, including additional visual analysis; potential changes to air quality and greenhouse gas modeling; transportation effects; water use and other utilities demands; and public services demands.

Issues around Coastal Development Permit processing. Additional funds are requested for developing strategies to address permits for the portions of the project site that are located within the Coastal Zone.

Issues around eminent domain procedures. Additional funds are requested to address assisting the City with eminent domain proceedings.

Issues around establishment of a financing district. Additional funds are requested to address assisting the City with establishment of a financing district for the project, such as a Mello-Roos community facilities district.

Todd Bodem
City of Sand City
February 7, 2018, Page 3

Additional regulatory agency coordination efforts necessary to work with the United States Fish and Wildlife Service and facilitate development of the habitat conservation plan. Additional funds are requested for the increased level of effort required to expedite and facilitate preliminary meetings with the United States Fish and Wildlife Service and prepare the habitat conservation plan.

Outside coordination. Additional funds are requested to consult with other public agencies per the City's request. Additional funds are requested to cover staff time to coordinate with and review reports or other materials prepared by the City's outside economics and engineering consultants.

Optional task – Meeting in Ventura. To be authorized by the city in advance. EMC Planning Group Senior Principal or Principal and two EMC Planning Group biologists would travel to Ventura to meet with United States Fish and Wildlife Service.

Sincerely,



Richard James, AICP
Principal

Cc: Chuck Pooler

AGENDA ITEM

6G

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: March 1, 2018
Subject: Sand City Demands Federal Gun Control Action to Prevent Death and Injury

Background

The horrific school shooting at Marjory Stoneman Douglas High School leaves our nation stunned and in mourning. This tragedy marks the eight gun-related incidents on a school campus this year that has resulted in injury or death. Sand City is deeply saddened that we must endure yet another senseless act of violence.

The City of Sand City demands action from our State and Federal Representatives to adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition.

Recommendation

Staff recommends approval of the attached Resolution.

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY DEMANDING
FEDERAL GUN CONTROL ACTION TO PREVENT DEATH AND INJURY**

WHEREAS, Gun violence in the United States, resulting in over 30,000 deaths annually and 80,000 non-fatal injuries, including homicides, suicides, and accidental shootings, is unacceptable and demands immediate attention and action; and

WHEREAS, Senseless and tragic mass shootings at places such as schools, colleges, and universities; movie theatres; music festivals; hospitals and medical clinics; shopping malls; and religious institutions have highlighted the dangers of and clearly demonstrates that gun-related violence can occur any place at any time; and

WHEREAS, Community violence, which is often gun violence that occurs in a community but does not directly impact a child, still negatively impacts learning, health, and behavior, interfering with the ability of students to succeed in school and in life;

WHEREAS, The crisis of gun violence in our country necessitates a sustained, coordinated, and collaborative effort involving entire communities, elected officials at every level of government, law enforcement, and the entire criminal justice system; and

WHEREAS, Monterey County consistently (2009, 2010, 2012, 2013) has the highest rate of homicide of young people in California, with as many as 22 youth aged 10-24 murdered every single year, the majority killed by guns, and many more injured as a result of gun violence; and

WHEREAS, We strive to use data to make informed decisions about public policy and must also look to the evidence about gun violence to make rational choices about the gun control policies needed to protect our children and their safety; and

WHEREAS, Elected officials must commit to closing gaps in the current patchwork of regulation, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to themselves or others, and other prohibited persons to access firearms, and those that allow the trafficking of illegal guns; and

WHEREAS, Since the Sandy Hook Massacre in 2012, where twenty 6- and 7-year-old children and six members of the school's staff were murdered by a single gunman using a semi-automatic handgun and semi-automatic rifle, there have been more than 200 school shootings nationwide with 138 people killed and another 300 people injured, shattering communities and leaving emotional scars.

NOW THEREFORE BE IT RESOLVED, That the City of Sand City demands action from our State and Federal Representatives to adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition; and be it further:

1. That those stricter controls include not only comprehensive and thorough background checks of all purchases of firearms, including curios and relics; dangerous weapons; and ammunition; and include the purchase of those items facilitated through the internet and at gun shows; but also an outright ban on semi-automatic firearms, high-capacity magazines, armor-piercing ammunition, bump stocks, and any other equipment, alteration, or modification that would increase a firearm's capacity for ammunition or rate of fire; as well as reasonable waiting periods and mandated training in the safe use of guns; and be it further
2. That we support the elimination of the Dickey Amendment and any other restrictions on the collection and compiling of data related to violence perpetrated with firearms, including research into the causes and consequences of gun violence, such as that research that was begun by the Centers for Disease Control and Prevention but abruptly halted in 1996 when the Dickey Amendment was enacted; and be it further
3. That the City of Sand City supports organized student and adult ally action to amplify students' voices and work toward creating a future where children are no longer murdered in schools, including such activities as walkouts, sit-ins, civics training, voter registration campaigns, and other acts of civil disobedience and peaceful protest; and be it further
4. that the City of Sand City transmit copies of this resolution to the President and Vice President of the United States, the Speaker of the House of Representatives, the President pro tempore of the United States Senate, the Attorney General of the United States, the Secretary of Health and Human Services, the Secretary of Education, the Secretary of the Department of Homeland Security, the Majority Leader of the United States Senate, the Minority Leader of the United States Senate, the Majority Leader of the House of Representatives, the Minority Leader of the House of Representatives, and to each Senator and Representative from California in the Congress of the United States, and that we demand those officials take immediate action to enact meaningful gun control legislation and prevent even one more child being harmed by gunfire.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby Demand Federal gun control action to prevent death and injury.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this
___ day of March, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

AGENDA ITEM

9A

MEMO

To: Honorable Mayor and City Council
From: Todd Bodem, City Administrator
Date: February 26, 2018
Subject: CDBG Grant Funding – Subrecipient Agreement

Background

The County of Monterey, together with the Cities of Greenfield, Sand City, Del Rey Oaks, and Gonzales, are participants in the U.S. Department of Housing and Urban Development (HUD's) Community Development Block Grant (CDBG) Program. The four agencies are collectively known as an "Urban County" for CDBG purposes.

Review & Analysis

As an Urban County, the participating jurisdictions are assured to receive HUD CDBG grant funds through June 30, 2018. The Urban County jurisdictions were awarded total funding in the amount of \$1,542,283. The total funding available for Sand City and request for forward funding is \$60,000.

City staff has been working towards a viable project that meets the criteria of this program funding. Sand City only receives \$10,000 per year, so the City voluntarily deferred receiving its CDBG allocation during 2015, 2016 and 2017 and has requested that the Urban County forward fund the City's 2018, 2019, and 2020 allocations for a total available funding of \$60,000. The City already accrued \$30,000 and the new \$10,000. *The identified project is for infrastructure improvements to Calabrese Park Parking including; new ADA accessible parking and access into the park, curb, gutter, sidewalk, and asphalt pavement around the perimeter of the park, short retaining walls, fencing, and minor grading and earthwork (Concept Drawing Attached).*

This project is ready for implementation. However, before grant funding can be spent, the County as Grantee and the City as Subrecipient must enter into an agreement for the project and the administrative component of the grant, which agreement provides the terms and conditions for how grant funds will be spent and how the implementation of the project and administrative funding will be reported.

Subrecipient Agreements

Monterey County, as Grantee, applied for and has been approved to receive Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act, Public Law 93-383). The County entered into a Grant Agreement with HUD dated July 1, 2017. Pursuant to the Grant Agreement, Grantee is authorized to use grant funds for those activities described within this staff report, and Grantee wishes to engage the City as Subrecipient to assist grantee in utilizing such funds by entering into an agreement that covers the activity (s). This agreement is provided as Attachment '1' to Exhibit 'A'. County of Monterey staff will

eventually have the Subrecipient Agreement out for signature during June and hopefully have all the paperwork needed to go along with the Agreement by July 1, 2018.

Recommendation

Consider adopting a Resolution of the City Council of the City of Sand City authorizing the City Administrator to execute the Subrecipient Agreement *in substantial form* as provided in Attachment '1' to Exhibit 'A' by and between the County of Monterey and the City of Sand City for a Fiscal Year 2018/2019 Community Development Block Grant (CDBG) Project.

Attachments

1. Calabrese Concept Drawing
2. Urban County PY 2018-2019 Application Summary
3. Urban County PY 2018-2019 Service Application Description
4. Resolution - Exhibit A
5. Subrecipient Agreement - Attachment '1' to Exhibit 'A' of Resolution

Attachment 1

Urban County PY 2018-2019 Application Summary							
Applicant	Project Name	Amount Requested	Staff Funding Recommendation	Total Budget	% of Total Budget	Estimated Beneficiaries	Cost Per Beneficiary
CDBG Public Services							
Boys & Girls Clubs of Monterey County	Gonzales SMART Leaders Project	\$15,000	\$15,000	\$4,675	321%	130	\$115
Central Coast Center for Independent Living (CCCIL)	Housing Assistance Services for People with Disabilities in Unincorporated Monterey County	\$20,000	\$15,000	\$28,500	70%	24	\$833
Central Coast YMCA	Pajaro Park Programs	\$16,000	\$16,000	\$28,639	56%	4,845	\$3
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	\$12,500	\$12,500	\$166,319	8%	90	\$139
Food Bank for Monterey County	Food Bank for Monterey County	\$30,000	\$20,000	\$1,378,000	2%	400	\$75
Girls Inc. of the Central Coast	Girls Inc. of the Central Coast	\$30,000	\$20,000	\$427,855	7%	312	\$96
Legal Services for Seniors	Legal Services for Seniors	\$20,000	\$15,000	\$231,350	9%	304	\$66
Meals on Wheels of the Salinas Valley, Inc.	Meals on Wheels of the Salinas Valley. Home-delivered meal program	\$20,000	\$20,000	\$376,952	5%	24	\$833
Monterey County Housing Authority Development Corporation	CDBG - Housing Development	\$25,000	\$10,000	\$2,500	0.1%	774	\$83
Monterey County Housing Authority Development Corporation	Meals on Wheels of the Salinas Valley	\$15,000	\$10,000	\$2,500	0.1%	24	\$833
Rancho Cielo Youth Campus	Transitional Housing	\$25,000	\$20,000	\$85,798	29%	6	\$4,167
Salinas Valley Community Center	Sub-Total - CDBG Public Services	\$250,360	\$183,500	\$2,981,727	8%		

Green highlight indicates a first time funding request for the project.

SAND CITY

Attachment 1

Applicant	Project Name	Amount Requested	Staff Funding Recommendation	Total Budget	% of Total Budget	Estimated Beneficiaries	Cost Per Beneficiary
CDBG Public Facilities/Improvements							
City of Del Rey Oaks	A.D.A. Improvements to City Facilities and Streets	\$76,000	\$76,000	\$76,000	100%	237	\$321
City of Gonzales, CDD	Accessible Bar B Q Area & Structure; Re-Roof City Council Chambers; ADA Improvements City Hall; General Administration	\$164,955	\$164,955	\$180,760	91%	1,328	\$124
City of Greenfield	Walnut Avenue Infrastructure Improvements	\$518,476	\$518,476	\$518,476	100%	8,063	\$64
City of Sand City	Sand City CDBG Calabrese Project	\$60,000	\$60,000	\$60,000	100%	35	\$1,714
Environmental Justice Coalition for Water	Disadvantaged Community Water and Wastewater Improvement Program	\$500,000	\$76,347	\$1,414,000	35%	110	\$4,545
North County Recreation and Park District	Center Outdoor Space Rehab and Re-purpose	\$75,000	\$75,000	\$85,000	88%		
Veterans Transition Center	Emergency Residential Services Housing Expansion	\$90,000	\$90,000	\$453,265	20%	48	\$1,875
	Sub-Total - CDBG Public Facilities/Improvements	\$1,484,431	\$1,060,778	\$2,787,501	53%		
Owner/Renter Occupied Housing Rehab							
GRID Alternatives	Monterey County Solar Affordable Housing Program	\$100,000	\$50,000	\$100,000	100%	20	\$5,000
	Sub-Total - Owner/Renter Occupied Housing Rehab	\$100,000	\$50,000	\$100,000			
General Administration							
City of Gonzales		\$15,805	\$15,805				
County of Monterey		\$230,200	\$232,200				
	Sub-Total - General Administration	\$246,005	\$248,005				
	TOTAL - All Uses	\$2,080,796	\$1,542,283	\$5,869,228	35%		

Urban County PY 2018-2019 Service Application Descriptions

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Boys & Girls Clubs of Monterey County	Gonzales SMART Leaders Project	<p>SMART Leaders is an evidence based, 5-session small-group program followed by a prevention involvement component in which the SMART Leaders youth participate as peer leaders and positive role models in prevention-related and other general activities at their school.</p>	<p>The targeted population consists of at risk youth, grades 5th, 8th and approximately 11 to 14 years old. With the majority qualifying as low and moderate income persons, they are under served and in need of additional support. With a lack of resources and opportunities currently available, at risk youth targeted, will benefit from the opportunity to participate weekly in enrichment and leadership programs, focusing on youth violence prevention, avoidance of risky health behaviors and developing leadership skills. Recognition is heavily emphasized as youth complete leadership and SMART Skills Mastery and Resistance Training program modules will have the opportunity to celebrate their success in front of peers, family and their community. Bi-annual field trips support team building and exposing youth participants to different activities within Monterey County, including the beach, downtown Monterey and Cannery Row.</p>	<p>As part of our strategic organizational goal of reaching more of the Monterey County youth that need us most, the BGC/MC partnered with consultant Kim Stierler to define a specific growth strategy based on need, will and capacity. Kim Stierler did an assessment of the cities in Monterey County that could benefit from BGC/MC services. This assessment looked at the need level, will of the community in support of afterschool programming and capacity for those communities to help support BGC/MC. It was determined that the City of Gonzales faces an aperture in services for youth. Through our partnership with the 4C4P network, determination that South Monterey County youth and young adults are faced with several risk factors noted in the federal Risk Factors for Youth Gang Membership including: Pervasive poverty; 87% of students receive a free/reduced lunch compared to the state average of 51% (CDE, 2014). Education attainment, a key way out of poverty and protective factor against gang involvement, is also limited: 49% of SMC residents have a high school diploma; only 6% have graduated from college. At the core of the strategy to suppress youth violence is to provide our youth need a safe haven, positive activities that leverage their interests to meet their needs, and caring, competent adult mentors to assist them in avoiding gang involvement and other delinquent activities.</p>	<p>(30) SMART Leaders develop positive youth development skills for lifelong success, specifically related to Skills Master and Resistance Training (SMART) programs, (100) Gonzales youth learn to avoid gang involvement and substance abuse through targeted programs and activities led by their peer SMART Leaders.</p>

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Central Coast Center for Independent Living (CCCIL)	Housing Assistance Services for People with Disabilities in Unincorporated Monterey County	Housing Assistance services will assist consumers to identify, apply, and receive case management services to assist consumers to access affordable housing.	CCCIL will provide services to residents with, have low to moderate income, are homeless, or at risk of becoming homeless and who wish to receive services. Consumers will benefit from CCCIL services by increasing access to services, case management, and will have more knowledge about their rights as individuals with disabilities and will increase their opportunities to access and obtain affordable housing in Monterey County. Each consumer who works with CCCIL benefits from receiving case management services by being involved directly in the decisions that directly or in-directly affects them.	According to the Point-in-Time Census on January 25th, 2017 there were 2,837 individuals experiencing homelessness in Monterey County. This represents an increase of 23% from 2015 and the largest number recorded in the past 10 years. Nearly a third (32%) of all individuals experiencing homelessness in Monterey County were staying in vehicles, 25% were living on streets and 11% were staying in shelters, either emergency shelters or transitional housing. Many individuals experiencing homelessness face significant barriers in obtaining permanent housing. Barriers can range from housing affordability and availability to accessing the economic and social supports (e.g. increased income, rental assistance, case management) needed to access and maintain permanent housing. An inability to find adequate housing can lead to an inability to address other basic needs, such as healthcare and adequate nutrition. The Survey also stated that the 68% reported that they could not afford rent, 55% reported a lack of job or income, 35% who reported that they had no money for moving costs, and 22% reported a lack of housing availability. Sixty-one percent reported one or more health conditions. The most frequently reported health conditions were drug / alcohol abuse (34%), an emotional/mental health condition (20%), PTSD (18%), chronic health problems (14%), traumatic brain injuries (8%), and AIDS/HIV related illness (2%).	Case Management Services, Outreach and Education

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Central Coast YMCA	Pajaro Park Programs	We will provide year-round organized activities for children, adults and families at Pajaro Park including summer day camp and sports leagues for youth including soccer, T-ball and basketball, monthly health and wellness programs like Zumba and Kids Fit and community-wide events such as Day of the Dead, Healthy Kids Day and Pajaro Park Pride Festival that bring out hundreds of children and families each year. We will also coordinate rentals for families and outside groups to encourage positive, family-friendly events that help prevent crime and encourage community pride.	There are approximately 3000 people living in Pajaro. 39% live in poverty (as compared to 16% in Monterey County as a whole) with a median household income of \$31,544 (compared to \$60,143 in Monterey County as a whole). 94% of residents are Latino/Hispanic and 92% speak Spanish as their only or primary language. 82% of children entering kindergarten are English language learners, two and a half times the California average of 33%. 33% of residents are under age 18 and 64% of 5th graders are overweight or obese. 76% of Pajaro adults did not graduate from high school, leading to low paying jobs, high unemployment and high criminal activity. The proposed program will benefit the entire community but particularly youth who have limited options of positive programs that deter gang violence, help unite community members and offer social/cultural and recreational activities that improve the quality of life for residents of Pajaro.	The park was established as a part of the 2010 RDA Implementation Plan, and was built with extensive community involvement. When asked by the community to provide program leadership, the YMCA met with many community stakeholders, including members of TIP (Together in Pajaro), Pajaro Middle School and Our Lady of Assumption Catholic Parish.	Offer Summer Day Camp to serve 200 Pajaro youth, Offer sports specialty camps to serve 40 Pajaro youth, Organize National Night Out to involve 150 Pajaro residents, Offer fall youth soccer to serve 220 Pajaro youth, Offer fall youth T-ball to serve 40 Pajaro youth, Organize Day of the Dead to involve 150 Pajaro residents, Organize Healthy Kids Day to involve 150 Pajaro residents, Offer monthly health and wellness programs to serve 50 unduplicated Pajaro residents annually, Coordinate park rentals and events to serve at least 1,350 Pajaro residents annually.
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	ECHO proposes to provide fair housing information and education to renters and housing providers, investigate suspected cases of discrimination, conduct a systemic audit to uncover housing discrimination, and provide counseling and conciliation to renters and housing providers regarding their rights and responsibilities in rental housing. Additionally, ECHO will conduct presentations, participate in TV/radio interviews, press releases, and distribute flyers throughout Monterey County.	ECHO's Fair Housing Services will assist Monterey County tenants and landlords who require information regarding fair housing and discrimination, or complainants who allege discrimination based on federal, state, and local protected classes. Protected classes are the following: race, color, ancestry, national origin, religion, mental or physical disability, gender, sexual orientation, gender identity, marital status, familial status, source of income, or any other arbitrary class. Tenant/Landlord Services will provide counseling, mediation, and renters' rights and responsibilities services to low income persons, racial and ethnic minorities, single and female heads of households, the disabled, and seniors.	The U.S. Department of Housing and Urban Development (HUD) has a long-standing commitment to the elimination of illegal discrimination in housing. HUD's mission sets forth 'affirmatively furthering fair housing as a top priority. HUD has strongly encouraged the adoption and enforcement of state and local fair housing laws and the elimination of separation by race, ethnicity or disability status in all of its housing and community development programs. HUD seeks to further its goals of increasing equal and free access to residential housing in order to achieve equality of opportunity for all persons regardless of race, color, religion, sex, national origin, disability or familial status (Executive Order 12892, 1994). The Monterey County Analysis of Impediments to Fair Housing Choice (May 2013), indicates a need for fair housing services. Discrimination continues to be a problem particularly among ethnic minorities, disabled, the economically disadvantaged, and female-headed households.	Respond to 10 Fair Housing Inquiries, Conduct 5 investigations of Fair Housing Complaints, Conduct a 5-site Fair Housing Audit, Provide Tenant/Landlord Counseling to 65 inquires, Facilitate 5 Tenant/Landlord Conciliations/Mediations, Outreach: 4 presentations, distribute 2,000 flyers, participate in TV/radio interview, issue one press release.

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Food Bank for Monterey County	Food Bank for Monterey County	<p>The Food Bank for Monterey County's Agency Clearinghouse is a warehouse site for the collection, storage and distribution of donated, government and purchased food. The food is then redistributed through two direct distribution programs as well as the Agency Clearinghouse, a partnership with over 140 non-profit food assistance agencies that serve the working poor, the unemployed, the elderly, the chronically ill, veterans, as well as the homeless population countywide. Monterey County residents received over 10,000,000 pounds of food last fiscal year. WE currently serve 1 in 5 Monterey County</p>	<p>The Food Banks service population is the low and no income families and individuals. The Agency Clearinghouse program ensures that necessary emergency supplemental food is distributed to a network of over 140 agencies; that provide direct food assistance serving the elderly, chronically ill, homeless, veterans, unemployed and working poor. Member agencies include churches food outreach ministries; emergency food pantries; soup kitchens; homeless shelters; group shelters; rehabilitation centers; residential treatment programs; youth activity programs; after school programs; and senior centers. The Food Bank is the primary food resource for these agencies.</p>	<p>In a recent Monterey County Health Department report on food insecurity, 34% of Monterey County residents experience hunger, with Black and Hispanic pregnant women are more than twice as likely to suffer. Monterey County also ranks among the highest of all 58 state counties in child poverty and incidences of chronic severe illnesses such as Type 2 diabetes and hypertension that are caused by insufficient nutrition. A UCLA Center for Health Policy Research report revealed that half of all Monterey County adults are pre-diabetic, with one-third of that group to develop the full-blown condition within five years. The Food Bank serves more than 1 in 5 residents and 1 in 4 children, or 100,000 annually. We provide emergency food through 36 direct-distribution sites and over 140 local human service nonprofits who rely on us as their sole food resource. According to a recent study by the Public Policy Institute of California, 30.3% of Monterey County children live in poverty. In the school districts we serve through Kids N.O.W., our weekend nutrition program, 33% of children are classified as homeless and 90% are living in poverty. High rates of hunger and incidence of diabetes and related illnesses in our Hispanic populations are higher than the County average. The areas they live in are officially classified as food deserts and the items they require for maintaining health are either not available or prohibitively expensive. Our programs assure them of a consistent reliable supply of nourishing items.</p>	<p>Funding to fund on-going program</p>

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Girls Inc. of the Central Coast	Girls Inc. of the Central Coast	Provide youth development and prevention services to low-income girls, ages 9-18, in North Monterey County, Gonzales, and Greenfield through a series of after-school programs at 10 school sites in these communities. We will offer 5 age-appropriate programs that (1) encourage girls to pursue a college education and plan for future careers; (2) provide paid internships to program graduates to develop leadership and employment skills; (3) develop skills in resisting pressure from others to engage in risky behaviors; and (4) promote positive, open communication between mothers and daughters.	In Monterey County and Greenfield, Girls Inc. of the Central Coast proposes to provide after-school programming for girls, ages 9-18, at 4 sites in locations. On average, 93% of the girls are Latina, whose families work in the agricultural or tourist industry. For 90%, the home language is Spanish. We provide programs that are age and developmentally appropriate, and involve teens who have graduated from prior years' programs as facilitators and mentors to younger girls. These programs focus on pregnancy prevention, leadership development, and developing skills to resist peer pressure to use alcohol and drugs, engage in sexual activities and/or join a gang.	For girls and young women, teen pregnancy and low education levels can produce tremendous hurdles, and have a life-long impact on their ability to financially support themselves. Our after-school programming includes pursuing higher education, job training, community service opportunities, youth mentoring, preventing risky behaviors, and promoting healthy lifestyles. Our participants are 95% Latina and likely have parents who never graduated from high school and don't know how to guide their daughters to meet graduation requirements, apply to colleges or seek financial aid. Currently, 59% of our service population lives below the federal poverty level. Our programming is focused on the pursuit of higher education. Teen pregnancy rate is decreasing however, Monterey County still has the 7th highest teen pregnancy rate in California. Teen births to Hispanics are 9 times greater than to non-Hispanic whites. Many issues contribute to this problem: limited access to accurate information, difficulty / discomfort discussing sex with parents, cultural norms, low income, lack of education, drug or alcohol abuse, peer and media pressures. Transitions, such as the transition from elementary to middle school, in children's lives are times when children are likely to encounter drugs for the first time. Our substance abuse program targets this age group. After-school programming and opportunities for community involvement by youth are lacking in all locations, and unengaged youth often participate in risky behaviors. The need for more programming directed at economically disadvantaged and minority youth is well documented.	In Castroville we will serve 4 school sites and work with 90-100, 9-18 year old girls. In Greenfield we will serve 4 school sites and work with 90-100, 9-18 year old girls. In Gonzales, we will work at 2 school sites and serve 80 girls. We will also serve 10-15 moms at each site.

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Legal Services for Seniors	Legal Services for Seniors	LSS is proposing to provide direct legal services to 300 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and San Jose AND to provide 4 workshops in those locations educating seniors, their families and caregivers, and the general public on issues related to housing security.	For purposes of this project, LSS' target population is low- to moderate-income seniors, 62+, in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and San Jose. LSS provides legal services seniors need but cannot afford. Many seniors forgo legal advice because they cannot pay an attorney up to \$350 per hour and pay for basic necessities of food, clothing, shelter, and medical care at the same time. Given a seniors lack of discretionary funds for legal assistance, equal access to justice remains out of a seniors grasp. LSS helps level the playing field by providing legal representation in courts settings at no charge to our senior clients. Our attorneys routinely help seniors facing home repair scams, mortgage abuses that can lead to homelessness and landlord tenant disputes that unfairly threaten home security. LSS attorneys help seniors resolve issues by providing information, expertise and authority that only attorneys can provide. LSS is the only local, non-profit organization providing no-cost full legal representation to seniors who otherwise have no recourse for their legal problems. If LSS could not offer our services, their legal problems would escalate, run unchecked and eventually result in a senior's deteriorated health and homelessness.	Monterey County's Area Agency on Aging 2016-20 Master Plan Draft Needs Analysis indicated that 50% of surveyed seniors believe that access to legal services will be among the top 3 services they need going forward. The Plan goes on to state: "There has been an overall increase of approximately 15% in the number of requests for services compelled by the downturn in the economy. Specifically in the area of housing and mortgages as they impact seniors themselves and the children of seniors that move back to live with their aging parents. Related to that need has been the financial abuse of seniors and the increase in seniors seeking legal remedies. There have been no significant changes in funding levels provided by the AAA with the exception of some un-anticipated one-time funding allocations. Because of the high poverty rate for seniors, California State courts have seen a large increase in unrepresented litigants in the past 10 years. Although the court provides some assistance in court-based self-help centers, outcomes for self-represented litigants is markedly less favorable than for individuals who can afford private attorneys. LSS fills the justice gap by providing qualified, competent legal services by licensed California attorneys at no cost to our seniors. To our knowledge, LSS is the only agency in Monterey County providing these services.	Provide direct legal services to 75 seniors and 1 outreach seminar on legal issues related to housing security in Unincorporated Monterey County, Gonzales, Greenfield and San Jose.

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
<p>Meals on Wheels of the Salinas Valley, Inc.</p>	<p>Meals on Wheels of the Salinas Valley. Home-delivered meal program</p>	<p>Deliver nutritious meals on a weekly basis to the homes of seniors, 62 and older, who are unable to shop or cook for themselves.</p>	<p>Meals on Wheels of the Salinas Valley delivers nutritious meals on a weekly basis to the homes of seniors, 62 and older, who are unable to shop or cook for themselves because of a variety of reasons. These low-income seniors will benefit from our program because many of them do not have access to, or the ability to eat nutritious meals on a consistent basis, which is essential to their overall health. The seniors benefit not only from the consistent, home-delivered meals, but also because of the 'welfare' check we provide during our weekly deliveries. Our volunteers and staff get to know the clients because of their regular contact, and are often the first people to notice when something is awry; be it their physical, emotional or psychological condition. The benefit is twofold, receiving healthy main meals delivered directly to their homes, and friendly and caring contact with an individual. We've had situations where we've called the emergency contact of our clients to express our concerns and observations and we've also reached out to APS when appropriate.</p>	<p>We've been serving nutritious meals to homebound seniors since 1975. The population of seniors in California continues to expand on a regular basis. Approximately 43% of seniors in California are living in poverty. We've used a national report, a county needs assessment, and we continue to send out an annual client survey to document the real and timely need for our home-delivered meal program.</p>	<p>We will deliver nutritious meals every week to the homes of eligible seniors, 62 and older, who live in Gonzales, Greenfield and the other eligible areas.</p>

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
<p>Monterey County Housing Authority Development Corporation</p>	<p>CDBG - Rippling River Resident Services</p>	<p>Funding is being requested to revamp our Resident Services Program and add more services to the already existing program. The services we would like to add are Computer literacy, Kin Workshop, Resident Engagement, Game Night, Arts and Crafts, and Mental Health and Wellness. Along with adding new services, we would like to hire a resident services coordinator to run and maintain the new and existing services.</p>	<p>At Rippling River the population consists of low to moderate income elderly/disabled individuals. The majority of the population at Rippling River relies heavily on public transportation. This limits the residents of Rippling River ability to access the available resources and services that are within the larger community. By funding the Resident Services Program, we will be able to provide more accessible services to our residents. The Program would provide activities and services like computer literacy, kin workshop, arts and crafts, game night, and mental health and wellness services where the residents live. Our goal is to enhance the quality of living by providing services that promote learning new skills, being an active participant of the community, helping others, and giving back to the community. By providing a Residential Engagement component to the Resident Services Program of Rippling River, residents will be given the opportunity to engage with one another in a social setting which will greatly benefit them by providing a safe place for them to share ideas on how to enhance the Resident Services Program at Rippling River.</p>	<p>The need of the project was determined by an internal survey that was distributed to determine what services residents would like to see at Rippling River.</p>	<p>Computer Literacy, Kin Workshop, Resident Engagement, Game Night, Arts and Crafts, Health and Wellness, Resident Services Coordinator.</p>
<p>North County Recreation and Park District</p>	<p>Nature Guide Employment Training Program</p>	<p>The District will collaborate with the Elkhorn Slough Foundation to create 5 part time summer positions. One program supervisory position and four Nature Guide positions. Program objectives: Disseminate information about and encourage conservation. 2. Provide work experience for local youth that will prepare them for jobs in ecotourism industry. 3 Increase the use of the Moro Coo Park & Nature Trails 4. Create land stewardship projects and opportunities. 5. Encourage healthy behaviors in our community.</p>	<p>Low to moderate income families will be targeted for this benefit. Youth for the Nature Guide positions will be recruited from local high schools. Applications will include an income eligibility requirement. The main project work site is adjacent to the Rancho Moro Coo community which is a CHISPA sweat equity development. In addition to job training, the population at large will receive the benefits of education. Nature Guides will learn about the natural environment in their neighborhoods and how to care for them. They will also be trained to share their knowledge with the population at large by guiding tours on the Rancho Moro Coo trail system and disseminating their knowledge to tour participants. Supervised land stewardship projects will be planned and made available for residents to participate in.</p>	<p>District staff constantly receives inquiries from local youth about after school or summer employment. So the need for a jobs program is evident. This is coupled with the opportunity to educate neighboring community members of Rancho Moro Coo on the effects their negative practices of illegal planting, illegal use of off road vehicles and littering is having on our open space land.</p>	<p>Recruit & Hire Training Supervisor, Train Supervisor, Recruit Nature Guides, Train Nature Guides, Complete Nature Guide Program, Host Community Stewardship Projects.</p>

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Rancho Cielo Youth Campus	Transitional Housing	<p>Built by our Construction Academy, the Transitional Housing Village provides 8,030 safe nights rest per year for young men and women who are unsafe in their neighborhoods, or who are homeless. It consists of five houses and 22 beds, available to current of former Rancho Cielo students who are working and/or going to school. Case management ensures barrier removal for residents long-term self-sufficiency. Weekly workshops include financial literacy, nutrition, and job readiness.</p>	<p>The Independent Living Village at Rancho Cielo is for 18-25-year-old homeless youth. Rancho Cielo program participants are provided a preference for housing. All applicants for the housing program are required to go through the same application and interview process. Criteria for Enrollment: Ages 18-25 Rancho Cielo participant or graduate with demonstrated success as a preference. Demonstrated willingness to change his/her life. Demonstrated ability to get along with people. Demonstrated desire to be a successful, contributing member of society. Demonstrated need to relocate out of neighborhood / homelessness Enrolled full time in school, working, or both. Probation or Parole status OK. Low income. Willingness to follow program rules and policies.</p>	<p>Research shows the primary strategies to stem the tide of juvenile violence are education and jobs. We have seen through our programs at Rancho Cielo that an opportunity for legal employment is a strong draw for those who want to leave gang life. However, making the choice to leave their past behind and prepare themselves for a more positive future is often times not enough. Our students leave this safe environment, go out through the gates of opportunity they entered that morning and back to the same neighborhood that enables their lifestyle characterized by bad choices and illegal activity. Sadly, for some of our students, long exposure to unstructured environments means coming face to face with the unforgiving acts of violence faced by our community. In addition to worrying about violent crimes, some of our students are faced with the task of finding a permanent place to live. Sleeping in cars, couch surfing from place to place, or staying in shelters, is more of the rule than the exception for some of our students. It is essential for our community to provide not only a roof over their head, but also an opportunity to earn their high school diploma and receive job training.</p>	<p>Resident Intake, Life Success Plan (LSP) development, LSP monitoring, LSP Completion and student exit.</p>
United Way Monterey County	2-1-1	<p>Provide information and referrals services 24/7 to all Monterey County residents to low-cost and free health and human services. Services are provided in the preferred language of the caller and are free of charge to callers. Referrals are made by nationally certified I&R Call Specialists and Call Center. In addition to routine I&R services, Call Specialists are trained to take calls from people in personal crisis and connect them quickly to the appropriate crisis line for further expert assistance. During communitywide disasters and emergencies, 2-1-1 compliments 9-1-1 emergency services.</p>	<p>Funding will support operations of the 2-1-1 Information and Referral system operated by United Way Monterey County. UWMCM relies on funding from Community Partners to help maintain 2-1-1 services to Monterey County residents and to facilitate ease of access to available low cost, no cost service providers of health and human services.</p>	<p>As the local grant maker and advocate for human services, UWMCM has been acutely aware of the need for more integrated access to health and human service information for community members, service providers and funders. The Monterey County Department of Social and Employment Services approached UWMCM in 2006 to discuss collaboration on updating the existing online I&R resource maintained by the County. 2-1-1 is the national abbreviated dialing code designated by the Federal Communications Commission to be used to phone non-emergency community I&R providers. Upon dialing 2-1-1, a caller will be routed to a referral service and then to an agency that can provide information concerning social services such as housing assistance, programs to assist with utility bills, food assistance and other less urgent situations not currently addressed by either 911 or 311 services.</p>	<p>2-1-1 is an Information and Referral service to the community for Health and Human services.</p>

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
City of Del Rey Oaks	A.D.A. Improvements to City Facilities and Streets	<p>The City of Del Rey Oaks project will include an ADA remodel of the Police Department Locker Room and the City Public Works Building, both locations are listed as 650 Canyon Del Rey Rd, Del Rey Oaks. This will include handicapped restrooms, ramps, doors, door ways and door knobs. To assist handicapped employees and visitors.</p> <p>Stripe ADA parking area after paving project spring 2018 Design and construct ADA compliant pedestrian access at Carlton closure location.</p> <p>Create safe ADA compliant pedestrian crossing at intersection of Work and Carlton.</p>	<p>The Handicapped population of the Monterey Peninsula will be served.</p>	<p>The need for traffic control and cross walks came up as part of a traffic study.</p>	<p>Stripe ADA parking area after paving project spring 2018 Design and construct ADA compliant pedestrian access at Carlton closure location. Stripe ADA parking area after paving project spring 2018 Design and construct ADA compliant pedestrian access at Carlton closure location. Remodel the Police Department Locker room building to accommodate wheel chairs and handicapped employees and visitors. Remodel the Public Works building to accommodate wheel chairs and handicapped employees and visitors.</p>
City of Gonzales, CDD	Accessible Bar B O Area & Structure; Re-Roof City Council Chambers; ADA Improvements City Hall; General Administration	<p>1) BBQ Area with shade cover at Centennial Park (ADA Accessible and Compliant) 2) Replace the roof on the City Council Chambers (Historic Structure) 3) ADA & Accessibility upgrades at City Hall 4) General Administration</p>	<p>The target group will be those with low incomes pursuant to HUD criteria and in turn will benefit individuals with physical disabilities who need to visit certain facilities. The project will also aid in the rehabilitation of a historic structure that is in need of repair. The project also includes General Administration for the utilization of staff time.</p>	<p>The identified project have been a long established need within the Community.</p>	<p>1. Prepare Construction Document, 2. Begin Advertisement, 3. Review Select Bid & Award, 4. Contract Administration, 5. Issue Notice to Proceed, 6. Begin Work, 7. Complete Work.</p>

SAND CITY

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
City of Greenfield	Walnut Avenue Infrastructure Improvements	Public street improvements to Walnut Avenue, including road widening, curbs and gutters, sidewalks, bicycle lanes, ADA pedestrian ramps and crossings at a new intersection along Walnut Avenue immediately adjacent to planned retail commercial development, connection of new sidewalk and bicycle travel ways to the City's existing sidewalk and bicycle lane network, water and sewer line connections to the City's main lines in Walnut Avenue to support retail commercial development immediately adjacent to the project site.	Service area is the city limits of the City of Greenfield. Service area has 57% low/mod residents. Walnut Avenue is a major cross-town street connecting residential neighborhoods on the east side of U.S. 101 to residential neighborhoods and the downtown business district on the west side of U.S. 101. Walnut Avenue is the main entrance into Greenfield (for residential neighborhoods on both east and west sides of U.S. 101) and the City's downtown business district. All City residents will benefit from improvements to Walnut Avenue on the east side of U.S. 101. All residents of Greenfield will benefit from public street improvements for both vehicular and pedestrian traffic along a heavily traveled cross-town street. Roadway improvements to Walnut Avenue include road widening, curbs and gutters, and bicycle lanes.	Need for the project was determined based on the fact that Walnut Avenue between 3rd Street and the Walnut Avenue/U.S. 101 intersection does not include curbs and gutters, sidewalks, or bicycle lanes. The roadways that will be improved by this project are immediately adjacent to retail commercial development currently under construction and is necessary to support planned retail commercial development immediately across Walnut Avenue to the north.	Planning, Design, Construction,
City of Sand City	Sand City CDBG Calabrese Project	Infrastructure improvements to Calabrese Park including: new ADA accessible parking and access into the park, curb, gutter, sidewalk, and asphalt pavement around the perimeter of the park, short retaining walls, fencing, and minor grading and earthwork.	The population target group is to allow handicapped parking and accessibility into Calabrese Park meeting the 58,06 requirements under Sand City's Census Tract #140, Block 1.	The need was determined because Calabrese Park is not ADA accessible. Increased accessibility to public facilities will be in conformance with a consolidated plan.	Construction of parking, curb, gutter, and sidewalks, Construction of curb cuts to facilitate access for the mobility challenged., Construction of other improvements necessary to construct ADA improvements.,

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
<p>Environmental Justice Coalition for Water</p>	<p>Disadvantaged Community Water and Wastewater Improvement Program</p>	<p>The project will connect low and moderate income households to safe drinking water and/or wastewater treatment by installing lateral pipelines and appurtenances from the residence to the transmission main or improved system. Project related soft costs would include income certification expenses, project management costs, and, potentially, minor engineering and permitting costs. An ancillary water conservation component would be available and include water leak detection in conjunction with Ecology Action's Water Link Program..</p>	<p>The project will serve low and moderate income households who have substandard water or wastewater systems and who currently lack safe drinking water and adequate wastewater treatment. The target population is very low to lower income households. In the Middlefield Road area, the majority of households are income qualified based on Median Household Income Survey responses to door to door surveys and discussions with Local Small water system managers, a number of lower income seniors have been identified. Needs assessment surveys have also identified water and waste water system deficiencies at farmworker housing sites in unincorporated areas of North and South County. These locations explored for possible participation in the CDBG funded project. The primary benefit to participating lower income households is access to safe and sanitary water for drinking, cooking and bathing as required under federal, state and local regulations.</p>	<p>EJCW, in collaboration with the Greater Monterey Regional Water Management Group and a Project Team consisting of the Rural Community Assistance Corporation, Nilsen and Associates, the San Jerardo Cooperative, Inc and volunteers from the Community Engineering Corps, recently completed an assessment of Disadvantaged Community water and wastewater needs. Several areas of unmet need would be addressed by the proposed project: removal of institutional barriers and funding for low and moderate income households who are unable to pay costs of water and wastewater improvements. A Technical Advisory Committee consisting of water service providers, community members and state and local agency representatives reviewed the results of needs assessment surveys, preliminary engineering studies, census and contaminant data mapping and other information to determine high, medium and low priorities for further study. Additionally, the TAC and RWMG reviewed recommendations to be incorporated in the Salinas Valley Disadvantaged Community Water and Wastewater Plan and approved the final Plan for submittal to the State and Regional Water Boards and to the County Board of Supervisors.</p>	<p>Complete income eligibility determination-Phase 1, Complete income eligibility determination-Phase 2, Complete bid packages Phases 1 and 2, Begin Construction, Project completion, customer surveys and closeout.</p>

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
North County Recreation and Park District	Center Outdoor Space Rehab and Re-purposing	<p>The District proposes to rehab and re-purpose its outdoor basketball courts and a half of the old tennis courts. The blacktop will be resurfaced and re-stripped for two basketball courts and additional outdoor games such as four-square, hop scotch and other games. New posts and backstops will be installed to complete the rehabilitation of the outdoor court area. A small portion of the old tennis courts that was not used when the skate park was installed will be re-purposed as a picnic and seating area. A sun shade, picnic tables, benches and other park amenities will be installed.</p>	<p>The Recreation Center is in the heart of Castroville. The center is open to the public. It serves as a drop in center and home for many of our programs, such as our Senior Nutrition program, Afterschool programs, base for our Summer Camps, basketball leagues and indoor soccer. The outdoor areas of the Center are open to the public seven (7) days a week. Current outdoor amenities include, parking, a grassy area, BBQ pits available by reservation, a tot lot, a skate park and outdoor basketball courts. The Castroville Community has an above average poverty rate, 57.75% meet the LMI Requirement. The majority of NCRPDs clientele are low income seniors, youth and families. Many who live in apartments or over crowded rental homes that lack opportunities for outdoor activities. The proposed project will benefit the overall community by creating a safe playing surface, additional game opportunities through the addition of new games being striped onto black top and by creating a new outdoor space for families to gather and enjoy an outdoor picnic in close proximity to playing areas for all ages (tot lot, skate park, basketball courts, grassy area).</p>	<p>In 2015 an Ad Hoc Capital Improvements Project Committee was formed. They were tasked with identifying the current and future capital needs of the District. The Committee formulated a schedule for preparing a Five Year Capital Improvement Program and a Master Plan Update Schedule. The Five year plan was created and approved by the Board in October of 2015. Since then staff has been working through the list to address the capital needs of the District. Project list is presented to board for annual review and approval of funded projects at publicly noticed meetings.</p>	<p>Design and engineering, Prepare bid documents, receive bids, approve contractor/supplier, Submit plans for approval, Demolition of existing equipment (backstops and fencing), Resurface & restripe blacktop (weather permitting), Install New Equipment (poles, backstops, sun shade, picnic tables), Ribbon Cutting Ceremony.</p>

Attachment 2

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
Veterans Transition Center	Emergency Residential Services Housing Expansion	<p>Since October 2017, the VTC has housed 8 Veterans in need of immediate housing in its Emergency Residential Shelter, with an additional 30 unsheltered Veterans on the waitlist. The VTC has a shovel-ready rehabilitation project to increase the number of Emergency Shelter beds. Funding from the Monterey County CDBG would allow the Veterans Transition Center to rehabilitate a previously uninhabited and vacant duplex, providing 8-16 shelter beds by late 2018.</p>	<p>The VTC is the only veteran specific housing program between San Jose and Los Angeles and assists homeless veterans from all over the county by providing housing and supportive services to aide in their transition back into our communities. As the only homeless veteran service provider on the in the County, the VTC takes responsibility for all homeless veterans and ensures that those needing services, receive them. The veterans enrolled in our programs work with case managers to assess if they are receiving their earned military and VA benefits. This is a process that is cumbersome and time consuming, but with a roof over their head and the help of a case manager, veterans are able to successfully navigate the system. VTC has an onsite Housing Manager who works with veterans to secure housing vouchers and coordinates with area landlords and property management companies to find permanent housing. Because the mission of the VTC is to serve homeless veterans and veteran families, our clientele are assumed 100% Low- and Moderate Income. The Emergency Residential Shelter program is designed to provide homeless Veterans with housing and supportive services more rapidly, while they wait for availability in a longer term transitional housing program. Veterans who come to the VTC range in age from 24 to 80+ years old. The VTC provides housing and supportive services to single men and women, single mothers and fathers and their children, transgender veterans, veterans with a wide range of disabilities, and veterans who were formerly incarcerated.</p>	<p>During the 1st Quarter of FY 18, the VTC averaged a 97% occupancy rate. VTCs 4-bed emergency residential shelter is a stop gap to house homeless Veterans while they wait for a more permanent solution such as a transitional housing program, permanent housing, or space in an inpatient treatment program. Without an expansion of emergency shelter beds, Veterans waiting to enter a transitional housing program or treatment program will remain on the streets of the community. VTC's proposed expansion will house more Veterans, more quickly, and begin administering wraparound services immediately. The 2017 Monterey County Homeless Census & Survey reported that were more than 110 Homeless Veterans in the county. An increase number of emergency shelter beds will quickly get these Veterans off the streets of Seaside, and will return them to the community as contributing members. The VTC's housing rehabilitation project is extremely cost-effective and immediately ready to begin; the property, permits, contractor, and bids already exist, and program funding is currently in place and ready for quick implementation once funding is granted.</p>	<p>CDBG funding received, Emergency Residential Shelter Rehabilitation Complete.</p>

Applicant	Project Name	Project Description	Target Population	Need for Project	Performance Measurements / Outcomes
<p>GRID Alternatives</p>	<p>Monterey County Solar Affordable Housing Program</p>	<p>GRID Alternatives proposes to continue serving qualified low-income residents living within Monterey County with our Solar Affordable Housing Program. With funds, GRID Alternatives will install complete solar systems for residents, saving them money on electricity costs that can be used to pay for other expenses. In addition to serving low-income homeowners, GRID engages community members and job trainees in our solar installations, providing hands-on experience and job training for job seekers looking to start a career in the rapidly expanding solar industry.</p>	<p>GRID makes solar practical for low-income communities, delivering long-term savings to families struggling to pay their bills. Our target population consists of homeowners whose incomes are 80% of the Area Median Income. Our program increases the long-term affordability of clients' homes by reducing their electric bills and insulating them from future rate increases. Over the 25-year lifetime of the solar electric systems, they will save each family an average of \$26,900. On average, clients save 75% on electric bills while reducing greenhouse gas emissions. Many clients are low-income farm workers or otherwise work in agriculture, as well as manufacturing and hospitality. On average, their annual incomes are just about \$30,000, with some as little \$10,000 per year. The low-income clients we serve will benefit from the substantial savings (up to 75% from their existing utility bills) from the solar energy that GRID is able to provide. In Monterey County, we will save 20 families a combined total of \$538,064 over the 25-year life times of their solar systems. Families get the savings immediately and they are then able to use the additional funds for food, health care, education and other basic needs and critical expenses.</p>	<p>Former HUD Secretary Shaun Donovan acknowledged that utility bills burden the poor and cause homelessness. The percentage of household income spent on utilities by families qualifying for affordable housing programs is typically two to four times more than for the rest of the population. Rising utility costs can put these families at risk of homelessness, particularly if a spike in prices coincides with financial hardship such as a major medical expense or temporary loss of employment income. Slight increases in electricity costs can burden low income families and take away their ability to cover basic needs like housing, education, and food. Rapid increases in energy costs are a major factor in the inability of low-income households to maintain housing affordability and prevent foreclosure and homelessness. GRID Alternatives made a public commitment to the Obama administration in 2014 to help install 100MW of solar in underserved communities in the next ten (10) years. The project proposed by GRID will provide long-term reductions in energy costs for low-income families, job trainees hands-on experience in solar installation, and create high-profile demonstration projects to encourage greater adoption of solar technology throughout Monterey County.</p>	<p>Please see Attachment 14 - Timeline.</p>

CITY OF SAND CITY

RESOLUTION SC _____, 2018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING A SUBRECIPIENT AGREEMENT BY AND BETWEEN THE COUNTY OF MONTEREY AND THE CITY OF SAND CITY FOR FISCAL YEAR 2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT, INCLUDING ADA IMPROVEMENTS TO CALABRESE PARK AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND ANY FUTURE AMENDMENTS THERETO WITH MONTEREY COUNTY FOR THE PURPOSE OF IMPLEMENTING THE CDBG

WHEREAS, the County of Monterey County, as Grantee, applied for and has been approved to receive Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Urban County is open to any jurisdiction within Monterey County that is not designated a HUD Entitlement Community; and

WHEREAS, the City of Sand City is not eligible to apply directly for entitlement funds under the Act but can, by entering into a Joint Powers Agreement and Cooperation Agreement with the County of Monterey, qualify the County of Monterey as an Urban County applicant and may thereby receive such funds; and

WHEREAS, in 2015 (Resolution SC 15-49, 2015), the City of Sand City entered into a Joint Exercise of Powers Agreement and Cooperation Agreement with the County of Monterey to join Del Rey Oaks, Gonzales, Greenfield, and the unincorporated areas of Monterey County in being designated as an Urban County to support projects for 2015, 2016, and 2017; and

WHEREAS, Sand City only receives \$10,000 per year, so the City voluntarily deferred receiving its CDBG allocation from 2015 through 2017 in order to bank funds for a viable project; and

WHEREAS, HUD qualifies the Urban County on a three-year cycle, where the next cycle begins in 2018; and

WHEREAS, the Grantee intends to enter into a Grant Agreement with HUD on July 1, 2018 in regards to the CDBG; and

WHEREAS, the City of Sand City intends to renew the MOU for an additional three-year period starting in 2018; and

WHEREAS, pursuant to the Grant Agreement and MOU, the Grantee is authorized to use grant funds for those activities described in Table 'A' below, and the Grantee wishes to engage the City of Sand City as Subrecipient of CDBG Funds to assist Grantee in utilizing such funds by entering into an Agreement for said activity.

Table A
CITY OF SAND CITY
2018/2019 Urban County CDBG Grand funding

Americans with Disabilities Act improvements to Calabrese Park as more fully described in the City of Sand City's application to the Urban County.

The City of Sand City voluntarily deferred receiving its CDBG allocation during 2015, 2016 and 2017 and has requested that the Urban County forward fund the City's 2018, 2019 and 2020 allocations for total available funding of \$60,000.

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

1. The City Council finds and determines that the foregoing recitals are true and correct.
2. The City Council hereby approves the Subrecipient Agreement by and between the County of Monterey and the City of Sand City in the substantial form attached hereto as Attachment 1, and authorizes the City Administrator to execute same on behalf of the City and any future amendments thereto for the purpose of implementing the grant.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ____ day of March, 2018 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Mary Ann Carbone, Mayor

Linda K. Scholink, City Clerk

**SUBRECIPIENT AGREEMENT BETWEEN
COUNTY OF MONTEREY
And
City of Sand City
For
CDBG YEAR 2018-2019
CALABRESE PARK ADA IMPROVEMENTS**

THIS AGREEMENT entered this 1st day of July 2018 by and between the County of Monterey (herein called "Grantee") and the City of Sand City herein called "Subrecipient").

WHEREAS, Grantee, in conjunction with the cities of Gonzales, Greenfield, Del Rey Oaks, and Sand City formed a Housing and Urban Development (HUD) Urban County jurisdiction (Urban County) in order to become a direct entitlement jurisdiction with HUD;

WHEREAS, Grantee applied for and was approved to receive Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use Grant funds for those activities described in Attachment A, Scope of Work; and

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds by entering into this Subrecipient Agreement ("Agreement").

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering a CDBG FY 2018-2019 Project/Program in a manner consistent with any standards required as a condition of providing these funds. Such program is described in Attachment A and will include activities eligible under CDBG.

B. Staffing

A list of staff, including key personnel, and time commitments to be undertaken in conjunction with the Scope of Services is provided in Attachment B.

Any changes in the Key Personnel assigned or their general responsibilities under this Agreement are subject to prior approval of Grantee.

C. Performance Monitoring

Grantee will monitor the performance of Subrecipient against goals and performance standards. The Grantee has entered a data management agreement with City Data Services for online grant reporting and drawdown requests. Subrecipient shall log into the City Data Services website and complete the online performance report as specified in Attachment A. Substandard performance as determined by Grantee will constitute noncompliance with this Agreement. If

action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by Grantee, Agreement suspension or termination procedures will be initiated.

In addition to reviewing the online performance reports, the Grantee will monitor the Subrecipient to ensure that the Subrecipient is properly documenting all phases of the activities funded with this grant. Additional information on what the Grantee may monitor is included in Attachment G.

II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective July 1, 2018, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 1st day of July, 2018 and end on the 30th day of June, 2019 but may be extended and remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. The term of this Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional time period consistent with grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG funds or other CDBG assets, including program income. A Schedule of Performance is shown in Attachment C.

III. BUDGET

The budget is presented in Attachment D.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, Grantee may require a more detailed budget breakdown than the one contained herein. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the amount shown in Attachment D. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment D herein and in accordance with performance. Drawdown requests will be made through the City Data Services website.

Payments to Subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement with HUD. Payments may also be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. Notices sent by mail are presumed delivered after five (5) days. All written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written

notice.

Communications and details concerning this Agreement shall be directed to the following representatives:

Grantee

County of Monterey
Economic Development Department
Attention: David Spaur
1441 Schilling Place - North
Salinas, CA 93901
(831) 755-5387
(831) 755-5398 facsimile
spaurd@co.monterey.ca.us

Subrecipient

City of Sand City
Todd Bodem, City Administrator
1 Pendergrass Way
Sand City, CA 93955
(831) 394-3054
(831) 394-2472 facsimile
tbodem@sandcityca.org

VI. SPECIAL CONDITIONS

Special conditions, if any, are included in Attachment A, Scope of Services.

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Grantee Recognition

Recipient shall insure recognition of the role of Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subrecipient is an independent contractor.

D. Hold Harmless

Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

E. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless the Grantee under this Agreement.

F. Insurance Requirements

1. Evidence of Coverage

Prior to commencement of this Agreement, Subrecipient shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies. In the case of a Subrecipient which is a municipal corporation, proof of self-insurance and any other insurance with coverage broad enough to meet the requirements set out below shall be deemed to meet the insurance requirements.

This Certificate of Insurance shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Subrecipient shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of Subrecipient.

2. Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

3. Insurance Coverage Requirements:

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage

of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Subrecipient shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Subrecipient completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Subrecipient and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Subrecipient's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Subrecipient's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 4502 99.

Prior to the execution of this Agreement by the County, Subrecipient shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Subrecipient has in effect the insurance required by this Agreement. Subrecipient shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Subrecipient shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Subrecipient and Subrecipient shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Subrecipient to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

G. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.325 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance Requirements).

H. Grantee Recognition

Subrecipient shall insure recognition of the role of Grantee in providing services through this

Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with Federal, state, and/or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

J. Suspension or Termination

In accordance with 2 CFR 200.339 - Termination, Grantee may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by Subrecipient to Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either Grantee or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made; Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 2 CFR 200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal

controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200.333 (Retention Requirements for Records) and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

C. Reporting and Payment Procedures

1. Program Income

Subrecipient shall report on a quarterly basis all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to Grantee.

The Grantee shall reimburse the Subrecipient for eligible costs incurred between July 1, 2018 and June 30, 2019. All requests for payment must be submitted to the Grantee no later than August 15, 2019.

2. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to Grantee for approval, in a form specified by Grantee. Any indirect costs must be consistent 2 CFR 200 Appendix II Subpart E – Cost Principals.

3. Payment Procedures

Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually

incurred by Subrecipient on a quarterly basis. Payments will be adjusted by Grantee in accordance with advance fund and program income balances available, if any, in Subrecipient accounts. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipient's allocation of grant funds or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

4. Reporting after Completion of Program/Project

For programs (services), Subrecipient shall not need to submit any further reports after the last quarterly report filed upon the completion of the program and the HUD CAPER due thereafter. For projects, Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following completion of the project in the form, content, and frequency as required by Grantee. For projects undertaken by the Grantee, Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following the date that the Grantee is no longer a direct entitlement jurisdiction in the form, content, and frequency as required by Grantee.

D. Procurement

1. Compliance with Regulations

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

2. Travel

Subrecipient shall obtain written approval in advance from Grantee for any travel outside the Urban County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR 200.474 (Travel Costs).

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311 (c) and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to Grantee any CDBG funds on hand and any accounts receivable which are attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds

for acquisition of or improvement to, the property. Such payment shall constitute program income to Grantee. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

To the extent applicable because of Subrecipient activities under this Agreement, Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with County of Monterey and State of California civil rights law and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the

deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the project/program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

B. Hiring Practices

1. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

a. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5.
 - ii. Provided contract award occurs within 180-days of N/A (the date of the wage determination in Attachment E), the Subrecipient may rely on U.S. Department of Labor, Wage Determination CA _____ Modification _____ published on _____, when determining what wages and fringe benefits that are to be paid to trades people employed on this project for purposes of compliance with the Davis-Bacon Act. Said wage determination is hereby incorporated into the Subrecipient Agreement as Attachment E.
 - iii. If contract award occurs after N/A the Subrecipient must request a new Wage Determination which shall replace Attachment E in its entirety.
- b. California Labor Code as it relates to the payment of California Prevailing Wage.
- i. If it is determined that wages paid on the project are subject to California Prevailing Wage requirements, then the Subrecipient agrees to ensure that all

persons working on the project are paid at the higher combined base pay and fringe benefit rate (California Prevailing Wage Rate or Davis-Bacon wage rate).

- ii. For purposes of compliance with California Prevailing Wage requirements, the Subrecipient shall rely on the most recent California Department of Industrial Relations; General Prevailing Wage Determination when determining what wages and fringe benefits should be paid to trades people employed on this project.

- 1. The effective date of each determination is ten (10) days after the issue date. (8 CCR § 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).

c. Determination of Wages to be Paid

- i. The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the California Prevailing Wage Rate or Davis-Bacon wage rate.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in

which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee thereto; provided, however, that claims for money due or to become due to Subrecipient from Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantee prior to the execution of such agreement.

b. Monitoring

Subrecipient will monitor all subcontracted services on a regular basis to assure contract

compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

3. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

Subrecipient agrees to abide by the provisions of 2 CFR 200.112 – Conflict of Interest and 570.611, which include (but are not limited to) the following:

a. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee, Subrecipient, or any designated public agency.

5. Lobbying

Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. GOVERNMENT AND QUASI-GOVERNMENTAL AGENCIES

If Subrecipient is a governmental or quasi-governmental agency, Subrecipient shall comply with 24 CFR 570.502 (a), "Applicability of uniform administrative requirements. For all other Subrecipients, Subrecipient shall comply with 24 CFR 570.502 (b)

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Grantee and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Grantee and Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CITY OF SAND CITY

COUNTY OF MONTEREY

By: _____
Its: Todd Bodem, City Administrator

By: _____
Its: David Spaur, Econ. Dev. Director

Date: _____

Date: _____

Approved as to form and legality:

By: _____
Its: Jim Heisinger, City Attorney

By: _____
Its: Brian Briggs, Deputy County Counsel

Date: _____

Date: _____

Reviewed as to fiscal provisions:

By: _____
Its: _____

By: _____
Rupa Shah, Assistant Auditor Controller

Date: _____

Date: _____

**Attachment A
Scope of Services**

A. Program Delivery

- Project may begin incurring eligible expenses immediately
- Project must wait until notified by the County that all environmental reviews are complete before incurring eligible expenses
- Subrecipient is required to submit Progress Reports and Invoices
- Project is subject to the special terms and conditions in Attachment F
- Project is subject to the special terms and conditions in Attachment G
- Activity is subject to California Prevailing Wages
- Recipient must use HUD CPD Income Eligibility Calculator to document eligibility of beneficiaries (<https://www.hudexchange.info/incomecalculator/>)
- If the County of Monterey dispenses any grant funds to the cities of Gonzales, Greenfield or Sand City for any public improvement within their City Limits, the County is acting solely in the capacity as a grant fund provider and the City will abide by and follow all applicable State and Federal law relating to the project to which said funds are applied, including but not limited to any necessary environmental review and CEQA.

Yes		No	x
Yes	x	No	
Monthly		Quarterly	x
Yes	x	No	
Yes	x	No	
Yes	x	No	
Yes		No	x
	x		

A. Scope of Work.

Program Delivery

The project is for infrastructure improvements to Calabrese Parking including new ADA accessible parking and access into the park, curb, gutter, sidewalk, and asphalt pavement around the perimeter of the park, short retaining walls, fencing, and minor grading and earthwork.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

Subrecipient certifies that the activities carried out under this Agreement will meet HUD National Objective for:

- | | |
|---|---|
| | Low/Moderate Area Benefit (LMA) |
| x | Low/Moderate Limited Clientele (LMC) |
| | Low/Moderate Housing Activities (LMH) as published by HUD |

In order to document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement.

Subrecipient will document that the activities carried out under this Agreement will meet HUD National Objectives based upon obtaining the household income of all persons receiving services funded by this Agreement. To be eligible for CDBG assistance, a public service or project must serve low- and moderate-income persons. Low- and moderate-income are defined as those at or below 80% of the County Area Median Income. Documentation of the benefit to low- and moderate-income level persons is required of every project funded (CDBG National Objective 24 CFR 570.208). The income verification needed is determined by the project and the clients served. For limited clientele, 51% of the beneficiaries have to be low or moderate income. Public service activities must be offered to a particular group of low- and moderate-income residents in the entire community. In order to document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement. Agencies will collect income data and demographic data for each recipient in the program as either Client Based or Presumed Benefit. Activities that **exclusively** serve a group of persons in any one or a combination of the following HUD approved categories may be presumed to benefit 51% of the persons who are low to moderate income. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. HUD Presumed Benefit categories include:

Elderly persons (62 years and older)	Migrant farm workers
Battered spouses	Severely disabled adults
Homeless persons	Persons living with HIV/AIDS
Abused children	Illiterate persons (includes non- English speakers)

You must be classified as providing either Client Based or Presumed Benefit services. If you are serving clients only in a specific geographic area or census tract, then select the Area Benefit option.

C.

Subrecipient agrees to provide the following program services/project components:

Program:

Objective:

Manage CDBG activities and project

Outcome:

Successful monitoring close out

Outcome Measurement:

Successful monitoring of final project close out

Timeline: July 2018 – June 2019

**Attachment B
Staffing**

A. Key Personnel – Funds to be used to cover consultants and construction costs

N/A

B. Staffing to be charged under Agreement
(The percent of time should reflect the ratio of estimated time spent on this CDBG program/project divided by the total hours worked annually.)

<u>POSITION</u>	<u>NAME</u>	<u>% of TIME</u>	<u>Hourly Rate</u>	<u>COST</u>
N/A				

**Attachment C
Schedule**

This table should match the projects and milestones contained in Attachment 1.C.

MILESTONE	1st Qtr. % of Project	2nd Qtr. Cum % of Project	3rd Qtr. Cum % of Project	4th Qtr. Cum % of Project
Design Eng., Project Management	50	25		25
Construction Design/Solicitation		100		
Project Construction			50	50

**Attachment D
Budget**

<u>Budget Category</u>	<u>Description/Computation</u>	<u>Cost</u>
a. Salaries & Wages	Staff Salaries	
b. Fringe Benefits		
c. Consultant/Contract Services		\$60,000
Total Personnel		
d. Rent		
e.		
f.		
g.		
h.		
i.		
j.		
Total Non-Personnel		
Total Project Budget		\$60,000

Attachment E
Davis-Bacon Wage Determination
(To be provided by County staff)

Attachment F
Special Terms and Conditions
For Construction Projects

SB854 Compliance

The Subrecipient must register the project with the California Department of Industrial Relations (DIR) within five days of awarding the contract, by completing form PWC-100. (Labor Code section 1773.3.) This requirement applies to all public works projects that are subject to the prevailing wage requirements of the Labor Code, regardless of size or funding source.

The Subrecipient is responsible for administering its project and ensuring that public funds are used appropriately. As partners with DIR's Public Works Enforcement team, the Subrecipient must also ensure that all public works contractors are in compliance with all labor laws.

Bid Document and Contract Language Requirement

Subsection (b) of Labor Code section 1771.1 states that "Notice of the requirement described in [Section 1771.1] (a) shall be included in all bid invitations and public works contracts[.]"

Provision to obtain proof of bidder DIR registration

- The Subrecipient is responsible for compliance with this requirement.
- Bid document to be submitted to County five (5) business days before it is issued to the public
- County reviews and confirms requirements are met
- The Subrecipient may proceed if County DOES NOT notify them that the bid documents are insufficient

Project Award

All bidders and selected contractors/subcontractors must be registered with DIR at time bid is submitted and provide one of two numbers:

1. Public Works Contractor (PWC) Registration Number
2. California Contractors State License Board (CSLB)/Certificate Number

Subrecipient is responsible for:

- Verifying PWC and/or CSLB/Certificate Numbers of selected contractor and subcontractors
 - Registering the public works project with DIR
 - Providing proof of project registration to the County
- 1) Prior to issuing a construction request for bid, the Subrecipient shall:
 - a) Provide a copy of all bid documents to the County for review to ensure that the required labor standards language contained in Section X.C.2 of this Agreement and the U.S. Department of Labor Wage Determination is incorporated into the bid documents.
 - i) Bid documents shall not be released until the Subrecipient has received County approval of the bid documents.
 - b) Provide a copy of a contract with the prevailing wage monitor responsible for reviewing all Certified Weekly Payrolls and conducting employee interviews to ensure that the correct job classification is used and the correct wages and fringe benefits are paid as required by Section X.C.2.a of this Agreement.

- 2) Prior to issuing a Notice to Proceed, the Subrecipient shall:
 - a) Provide the selected contractor's DUNS number to the County.
 - b) Provide proof that the selected contractor and sub-contractors have not been disbarred or excluded from receiving federal assistance by providing a print out of the contractor's status obtained from www.sam.gov
 - c) Provide the California Department of Industrial Relations DIR Project ID to prove that the project has been registered with the California Department of Industrial Relations as required by SB854

- 3) When submitting the first monthly report, the Subrecipient shall include the following information in addition to the requirements in number 4 of this attachment:
 - a) Bid opening date;
 - b) Contract award date;
 - c) Pre-construction conference date; and
 - d) Construction start date.

- 4) When submitting monthly reports, the Subrecipient shall include:
 - a) Percentage of work completed;
 - b) Weekly certified payrolls:
 - i) Subrecipients are encouraged to use the U.S. Department of Labor form HW-347 for reporting certified payrolls. Instructions and fillable pdf forms are available at:
 - <http://www.dol.gov/whd/forms/wh347instr.htm>;
 - <http://www.dol.gov/whd/forms/wh347.pdf>; and
 - c) Copies of employee interviews conducted to verify job classification and wage rate.
 - d) Wage Monitor's certification that they have reviewed the certified payrolls and that all wages and fringe benefits have been correctly paid

Attachment G
Special Terms and Conditions
Monitoring Standards

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced laws and regulations. The items listed below represent some, but not all of the items that the County may examine during its monitoring visit.

- 1) Record Keeping Systems (24 C.F.R. 570.506)
 - a) Overall filing system – Can the required records be quickly and easily found
 - b) Contractor bonding and insurance
 - c) National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- 2) Financial Management Systems
 - a) Did Subrecipient expend \$500,000 or more in Federal funds (from all sources) during the Subrecipient's last fiscal year?
 - i) If yes, was an Independent Audit prepared?
 - ii) If yes, the County will need a copy for its records.
 - iii) If no, the County will need to know why one was not prepared.
- 3) Procurement & Bonding
 - a) Procurement Procedures
 - b) Conflict of Interest
- 4) Non-Discrimination and Actions to Further Fair Housing

AGENDA ITEM

9B

STAFF REPORT

DATE: March 1, 2018
(For City Council Action on March 6, 2018)

TO: City Council Members
Mayor Mary Ann Carbone
Todd Bodem, City Administrator

FROM: Leon Gomez, P.E., City Engineer

SUBJECT: Recommendation to Approve Various Consultant Contracts to Support the Sand City Water Supply Project New Intake Wells Project

BACKGROUND

The California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 15, 2005, and approved amendments on June 13, 2007 (A-3-SNC-05-010-A1) and February 8, 2008 (A-3-SNC-05-010-A2), approving the construction of the Sand City Water Supply Project (SCWSP), which originally consisted of four intake wells located near the beach on Vista Del Mar and Tioga Avenue, a reverse-osmosis (RO) desalination plant (desal plant), an injection well for disposal of concentrated brackish water, and associated pipelines.

The existing four intake wells pump brackish groundwater from a portion of the aquifer known as the Aromas Sand Formation (ASF), a groundwater formation that lies within the Coastal Subarea of the Seaside Groundwater Basin (SGB). Wells #1 and #2 are located along Vista Del Mar at the end of West Bay Street and wells #4 and #5 are located along Tioga Avenue. Well #3 was abandoned shortly after construction due to the presence of high salinity water that rendered it unsuitable for use in the project.

The concept of the SCWSP is to utilize brackish water derived from wells located in beach sediments within a portion of the ASF. The existing intake wells were set back from the coast at a location where fresh ground water, which naturally discharges to the ocean, mixes with seawater in the subsurface, thereby creating a "seawater wedge". As such, the feed water would be less saline than seawater, and after processing through the desal plant, the discharged concentrate water would have a salinity approximately equal to that of seawater. This concentrate could then be discharged without impacting resources of the Monterey Bay National Marine Sanctuary (MBNMS). The seawater wedge is the result of the differences in density between seawater and fresh water. Fresh water essentially "floats" on the seawater within the aquifer. In addition, due to the adjudication of the SGB, the City of Sand City is limited to produce only from the ASF.

The desal plant is owned by the City of Sand City and operated and maintained by California American Water under a lease agreement. The desal plant was designed to produce 300 acre feet per year (AFY) of potable water to serve both City uses and to reduce pumping of the Carmel River and the Seaside Basin Aquifer. However, since the SCWSP began operation in 2010, many factors have affected the operation of the desal plant including; several years of dry hydrologic conditions (drought), coastal erosion, and changes in the operation of the desal plant from what was originally designed, resulting in increased salinity at and around the existing intake wells. The increased salinity at the existing intake wells coupled with limits on the salinity of the concentrated brackish

water discharge due to permit limitations, has prevented the desal plant from producing to its design capacity of 300 AFY;

In order to address the lack of production, in February 2014 the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six additional intake wells within existing road rights-of-way to attain increased flow and better water quality necessary for the desal plant to produce to its design capacity of 300 AFY. In March 2014, the CCC responded to the City's application for an immaterial amendment with a letter entitled, "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells", requesting additional information including; permits and approvals from agencies with jurisdiction over the project, public noticing, a survey of biological resources, updated hydrogeologic modeling, and an analysis of the impact of coastal erosion on the proposed project.

In response to the notice of incomplete application, the City worked with Cal-Am and its hydrogeologic consultant, Hydrometrics WRI, to perform updated hydrogeologic modeling in order to satisfy the CCC's request for additional information and to determine preliminary locations of the new intake wells. The City also worked with EMC to perform updated biological surveys for the project area. In September 2016, the City submitted a response letter to the CCC entitled, "Response to Notice of Incomplete Coastal Development Permit (CDP) Application for the City of Sand City Desalination Wells", providing the CCC with the additional information it requested.

In February 2017, the CCC issued a Notice of Intent to Issue a new CDP "for development consisting of the installation of up to six (6) new intake wells and associated pipelines and infrastructure for use by the City's desalination facility". However, the new CDP cannot be issued until several "prior to issuance" Special Conditions are satisfied by the City. Many of these special conditions require technical assistance from outside consultants. In addition, the City's intent at this time is a "phased" approach, whereby three wells are to be constructed now, followed by the remaining three wells at a future time. In order to move forward with the SCWSP Phase 1 new intake wells project, the City will require the assistance of the following consultants:

1. Intera, Inc. will provide technical assistance for the construction of the new intake wells
2. Polaris Consulting will provide topographic and boundary surveys and miscellaneous support services
3. Denise Duffy & Associates will provide environmental services including biological surveys, monitoring, and reports

RECOMMENDATION

That the City Council of the City of Sand City authorizes the City Administrator to execute contracts and/or service agreements in the amounts shown with the following consultants:

1. Intera, Inc in the amount of \$185,028. This amount includes a 20% contingency.
2. Polaris Consulting for Topographic and Boundary Surveys, including aerial photos of the site and support services, in the amount of \$17,000. This amount includes a 10% contingency.
3. Denise Duffy and Associates for Environmental Services in the amount of \$22,847. This amount includes a 10% contingency.

Attachments: Resolution 1 – Intera Incorporated
Resolution 2 – Polaris Consulting
Resolution 3 - Denise Duffy & Associates

AGENDA ITEM

9B (1)

CITY OF SAND CITY

RESOLUTION SC _____, 2018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING A MASTER SERVICES TECHNICAL AGREEMENT WITH INTERA INCORPORATED TO PROVIDE TECHNICAL ASSISTANCE FOR THE CONSTRUCTION OF NEW BRACKISH INTAKE WELLS FOR THE CITY OF SAND CITY WATER SUPPLY PROJECT PHASE 1 NEW INTAKE WELLS PROJECT IN AN AMOUNT NOT TO EXCEED \$185,028

WHEREAS, the California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 15, 2005, and approved amendments on June 13, 2007 (A-3-SNC-05-010-A1) and February 8, 2008 (A-3-SNC-05-010-A2), approving the construction of the Sand City Water Supply Project (SCWSP), which originally consisted of four intake wells located near the beach on Vista Del Mar and Tioga Avenue, a reverse-osmosis (RO) desalination plant (desal plant), an injection well for disposal of concentrated brackish water, and associated pipelines; and

WHEREAS, the SCWSP was designed to produce 300 acre feet per year (AFY) of potable water to serve both City uses and to reduce pumping of the Carmel River and the Seaside Basin Aquifer, and the desal plant is owned by the City of Sand City and operated and maintained by California American Water under a lease agreement; and

WHEREAS, the SCWSP began operation in April 2010 and since that time, many factors have affected the operation of the desal plant including, several years of dry hydrologic conditions (drought), coastal erosion, and changes in the operation of the desal plant from what was originally designed, resulting in increased salinity at and around the existing intake wells; and

WHEREAS, the increased salinity at the existing intake wells coupled with limits on the salinity of the concentrated brackish water discharge has prevented the desal plant from producing to its design capacity of 300 AFY; and

WHEREAS, in February 2014, the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six (6) additional intake wells within existing road rights-of-way to attain increase flow and better water quality necessary for the desal plant to produce to its design capacity of 300 AFY of potable water; and

WHEREAS, in March 2014, the CCC responded to the City's application for an immaterial amendment to the CDP with a letter entitled, "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells", requesting additional information including permits and approvals from agencies with jurisdiction over the project, public noticing, a survey of biological resources, updated hydrogeologic modeling, and an analysis of the impact of coastal erosion on the proposed project; and

WHEREAS, in September 2016, the City submitted a response letter to the CCC entitled, "Response to Notice of Incomplete Coastal Development Permit (CDP) Application for the City of Sand City Desalination Wells", providing the CCC with the additional information it requested; and

WHEREAS, in February 2017, the CCC issued a Notice of Intent to Issue a new CDP "for development consisting of the installation of up to six (6) new intake wells and associated pipelines and infrastructure for use by the City's desalination facility", once the applicant (Sand City) has fulfilled several "prior to issuance" Special Conditions; and

WHEREAS, the City requires technical assistance and hydrogeologic support in order to determine the physical location of the new intake wells, compose a drilling scope of work, prepare a drilling program, perform pump testing, and for peer review of well designs; and

WHEREAS, Intera Incorporated (Intera), a geoscience and engineering consulting firm, is qualified to provide the aforementioned services to support the SCWSP; and

WHEREAS, Intera's proposal for environmental services, attached as Exhibit A, describes the scope of work and tasks necessary to support the SCWSP; and

WHEREAS, the base cost proposal in the amount of \$154,190 will be augmented to include a 20% contingency in the amount of \$30,838 to allow for unforeseen issues and/or extra work that may be required, for a contract total in an amount not to exceed \$185,028, is hereby accepted and approved and shall not exceed this amount unless and until written authorization is provided by the City Administrator; and

WHEREAS, Intera's proposal to provide technical assistance for construction of the new brackish intake wells is hereby accepted and approved, and the City Administrator is hereby authorized to execute the Master Services Technical Agreement included with Intera's proposal, attached in Exhibit A; and

WHEREAS, it is anticipated that all services under this agreement will be completed by December 2018.

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

1. Intera's Proposal, Scope of Work, and Master Services Technical Agreement, attached as Exhibit A, are accepted and approved.
2. The City Administrator is directed and authorized to execute the Master Services Technical Agreement in substantially the same form as the attached documents.
3. Intera will maintain a current Sand City Business License throughout the term of the Contract.

PASSED AND ADOPTED by the City Council of Sand City this _____ day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT A

Intera Incorporated Proposal for Technical Assistance

PROPOSAL

Technical Assistance for Construction of New Brackish Intake Wells in Sand City, CA

Attention:

Todd Bodem, City Administrator

City of Sand City

Prepared by:



**INTERA Incorporated
3868 W. Carson Street, #316
Torrance, CA 90503
(424) 275-4055**

February 28, 2018

PROJECT UNDERSTANDING

This document presents a scope of work and fee proposal requested by the City of Sand City for providing technical assistance in support of the City's efforts to construct three new brackish production wells in Sand City. The new wells will be used to supply additional raw water to an existing reverse osmosis desalination plant. INTERA will work with the City's Engineer - Creegan and D'Angelo (C+D) - to provide hydrogeologic oversight on the siting, construction, and testing of the brackish production wells.

Below, we present the scope of work, followed by estimated costs and assumptions.

SCOPE OF WORK

The scope of work is divided into three primary tasks, including pre-drilling activities, drilling oversight, and performance testing. Deliverables are noted at the bottom of each task.

TASK 1. PRE-DRILLING ACTIVITIES

A. Determine Well Locations

INTERA will determine optimal location for the production wells within the existing site constraints. Our recommendations will be based on 1) an analysis of existing operational data, including pumping rates, discharge rates, water levels and observed chloride concentrations, and 2) results from additional characterization activities at the site currently being proposed to CalAm. In addition, we will engage in discussions with C+D and officials from the City of Sand City to understand any other constraints or objectives for the proposed wells. Final well-site recommendations will be communicated in a memo and a meeting with C+D and the City of Sand City officials.

B. Prepare Drilling Scope of Work

INTERA will prepare a scope of work for the drilling and testing components of the project. The scope of work will include the general project sequence, specifications for the rig type, site constraints, special conditions, and performance-test groundwater discharge requirements for constructing three new intake wells. The scope of work will be prepared for use by the City/C+D to request bids and to contract a drilling company. We will assist the City/C+D in identifying potential drilling contractors to receive notification of the bid and/or review bids as requested.

INTERA's corporate policy requires us to develop a site-specific health and safety plan (HASP) for all projects which involve field work. INTERA will create an appropriate HASP, approved by the INTERA corporate health and safety manager, which will address health and safety for the drilling, construction, and testing of the new intake wells. The plan will apply to INTERA personnel and any INTERA subcontractors, although drilling personnel under contract to the City/C+D will be encouraged to participate in daily tailgate safety meetings.

For costing, we assume 60 hours of work for a Senior Engineer for this subtask.

C. Permit Support

INTERA will provide the City/C+D with technical support as needed to obtain permits for construction and testing of the intake wells.

For costing, we assume 40 hours of work for a Senior Engineer for this subtask.

D. Preliminary Review of Well Designs

INTERA will review the proposed well design for the three new production wells. The review will include, but not be limited to, well casing diameter, well screen type, and casing materials. We assume that final designs, including well screen slot size, will be based on grain-size analysis of lithologic samples collected while drilling a pilot hole at each intake well location.

Task 1 Deliverables:

- Memo presenting recommended well locations
- Drilling Scope of Work
- Memo presenting the results of the preliminary well design review

TASK 2. DRILLING PROGRAM

A. Drilling Oversight

INTERA will provide oversight of all drilling, lithologic logging, well completion, and well-development activities for all three new intake wells. We assume that drilling will be performed by a CA licensed drilling contractor working directly under the City/C+D. Lithologic logging will be performed by an experienced INTERA geoscientist. Post-construction, INTERA will ensure that the drilling contractor files official well logs with the State. For costing, we assume that two weeks will be needed to drill, construct, and develop each well (requiring 80 hours of oversight per well).

B. Review of Final Well Designs

INTERA will review the final design elements of the three new production wells. Recommendations for completion will rely on the lithologic logs and grain-size analysis results to determine optimal screen slot size and placement of the well screen, gravel pack, and sanitary seal.

C. Prepare Soil Classification Logs and As-Built Well Construction Schematics

The INTERA geoscientist will prepare soil logs for the three pilot holes using the United Soil Classification System (USCS) and appropriate supporting geological documentation such as grain size, sorting, mineral content, etc. In addition, INTERA will prepare an as-built well schematic for each well.

Task 2 Deliverables:

- Well Logs with Soil Classification
- As-built Well Schematics

TASK 3. PERFORMANCE TESTING**A. Prepare Pumping Test Specifications**

INTERA will prepare the technical specifications for conducting a performance test with each of the new intake wells. The specifications will be prepared for use by the City/C+D to request bids and to enter a contract with a drilling or pump service company. We will assist the City/C+D to identify potential contractors to receive notification of the bid and/or review bids as requested.

B. Pumping Test Oversight

INTERA will provide oversight as a drilling or pump contractor conducts a performance test on each new intake well. An INTERA geoscientist will be on-site to ensure that the contractor is implementing the plans as specified by the document prepared for Task 1-A. For each test, the INTERA geoscientist will also monitor water-levels in the aquifer during a background monitoring phase, the constant-rate pumping phase, and the recovery phase. We assume that the pumping duration of each test will be 24 hours. Where feasible, INTERA will instrument existing intake wells with electronic data loggers to record water level and temperature changes during each phase of each test.

The contractor will be used to record pumping rate and water-level measurements in the pumping well on a routine scheduled basis. Discharge from the pumping well will be monitored for field values of pH, temperature, and electrical conductivity.

For costing, we assume that oversight of background monitoring, testing, and recovery will require 30 hours of oversight per well.

C. Analysis of Test Results

The pumping test data will be analyzed to determine a recommended permanent production rate for the well and estimate local aquifer parameters.

INTERA will prepare a report summarizing the drilling, well construction, development and testing of the new intake wells. The report will include lithologic logs, as-built well completion schematics, well development records, performance-testing results, and a photographic log.

Deliverables:

- Summary of Operations Report

TASK 4. REVIEW OF PUMP/APPURTENANCE DESIGN SPECIFICATIONS

We assume that design and installation of pumps and other appurtenances will be conducted by C+D (or another firm contracted by the City/C+D). INTERA will review and provide written feedback on the design specifications.

For costing, we assume 40 hours of work for a Senior Engineer for this subtask.

PROJECT COSTS

A summary of estimated costs and labor hours per task is presented in the table below, followed by a list of assumptions.

TASK	LABOR [HRS]	COST
Task 1. Pre-Drilling Activities		
A. Determine Well Locations	24	\$4,800
B. Compose Drilling Scope of Work	60	\$10,140
C. Permit Support	40	\$7,800
D. Review Prelim Well Designs	20	\$3,830
Task 2. Drilling Program		
A. Drilling Oversight	268	\$56,020
B. Review Final Well Design	14	\$2,910
C. Prepare Soil Classification Logs and Well Schematics	30	\$4,670
Task 3. Performance Testing		
A. Prepare Pumping Test Specifications	36	\$6,700
B. Pumping Test Oversight	142	\$28,850
C. Evaluate Test Results	68	\$12,870
Task 4. Review of Pump Design Specifications		
A. Prepare Pumping Test Specifications	40	\$7,800
Meetings	40	\$7,800
Totals	736	\$154,190
Contingency (20%)*	--	\$30,838

**Contingency to account for potential costs due to unplanned events or other delays, which are commonly encountered during field activities. Contingency amount will not be utilized without direct authorization.*

Assumptions

The SOW and costs are based on the following assumptions:

1. INTERA costs do not include costs for the driller.
2. For Task 1-C permit support, we assume 40 hours of time for a Senior Engineer.
3. Drilling, well construction, and development will take two weeks per well, requiring 80 hours of oversight per well. The cost includes travel, stay, and per DIEM for on-site personnel.
4. Performance testing will consist of a 24-hour pumping test per well. Oversight of background monitoring, testing, and recovery will require 30 hours of oversight per well. The cost includes travel, stay, and per DIEM for on-site personnel.
5. Performance test discharge water containment, sampling, analysis, and disposal (if needed) will be the responsibility of C+D.
6. For meetings, we assume six 1-hour meetings with the INTERA project team.

MASTER TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of Click here to enter a date. by **INTERA Incorporated**, ("INTERA") a Texas Corporation, and Enter Client Name., ("Client") Click to enter a/an + the State Name. Choose an item or enter text.. Individually, INTERA and Client are sometimes referred to as a Party and collectively as Parties.

WHEREAS, Client desires INTERA to furnish certain technical, maintenance, construction, installation and/or related services ("Services") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

WHEREAS, in certain situations, Client also desires INTERA to furnish certain equipment, materials and other goods (collectively "Goods") and INTERA is willing to do so, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

Client desires INTERA to perform the Services and provide the Goods described in the applicable Work Order(s).

ARTICLE 2. TERM

The term of this Agreement will commence on Click here to enter a date. and will continue until Click here to enter a date. unless sooner terminated as provided in this Agreement.

ARTICLE 3. INVOICING AND PAYMENT

For performance of the Services, Client will pay INTERA the compensation specified in each Work Order. This compensation will be invoiced to Client at monthly intervals along with reimbursables and will be due and payable within 30 days following the date of the invoice. In the event that part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice according to the payment terms hereunder. If for any reason Client fails to pay INTERA in full within 30 days from the date of an invoice, Client will pay INTERA a late payment charge each month equal to one percent (1%) of any unpaid balance or the highest rate permitted by law, whichever is the lesser. If for any reason Client fails to pay INTERA in full within 60 days from the date of an invoice, INTERA may, at INTERA's sole option, (i) suspend its performance of Services and supply of Goods until all outstanding bills have been paid in full by Client, (ii) terminate this Agreement and any or all Work Orders and/or (iii) engage debt collection services/commence legal proceedings for the collection of unpaid and undisputed invoiced amounts. INTERA shall be entitled to recover, to the extent allowed by law, its costs and expenses, including reasonable attorney's fees, incurred in connection with all actions taken to obtain or enforce payment by Client of Client's obligations under this Agreement.

ARTICLE 4. REPRESENTATIVES

INTERA will cooperate with the Client and be subject to the direction and control of Client's designated representative. Client will designate a representative who will be the authorized representative of Client regarding this Agreement and Services and will inform INTERA promptly upon discovery of any aspect of the Services or Goods, which does not meet with Client's approval. INTERA will also designate a representative who will be responsible for the execution of the Services and the provision of Goods and will be the authorized representative of INTERA for this Agreement and each Work Order. Each party may designate a different representative for each Work Order or one representative for all Work Orders.

ARTICLE 5. RECORDS

For a period of one year after completion of each Work Order under this Agreement, INTERA will, upon written request of the Client, provide reasonable access to necessary supporting records and documentation.

ARTICLE 6. RELATIONSHIP OF THE PARTIES

6.1. Independent Contractor. INTERA will perform the Services as an independent contractor. INTERA acknowledges and agrees that no employer-employee relationship exists or is intended to be created between INTERA and Client.

6.2. Assumption or Creation of Obligations or Responsibilities. Neither Party will have the right to assume or create obligations or responsibilities of any type in the name of the other Party unless expressly authorized to do so in writing by the Party taking on the obligation.

ARTICLE 7. SUBCONTRACTOR AND SUPPLIERS

INTERA will have the right to retain subcontractors and suppliers to assist INTERA in the performance of the Services and the provision of Goods under each Work Order.

ARTICLE 8. CONFIDENTIALITY AND RIGHTS IN DATA

8.1. Maintenance of Confidentiality. Information disclosed by one Party to the other Party during the performance of a Work Order may include the confidential or proprietary information of the disclosing Party

and that Party's agents, subcontractors or suppliers. In the event such information is expressly identified as proprietary or confidential prior to or at the time of disclosure, the Party receiving such information will keep it in confidence and will not furnish or otherwise disclose it to any third party during or after completion of the applicable Services for a period of three years. Neither Party will be obligated to maintain the confidentiality of any information designated by the other Party as confidential or proprietary if the information:

8.1.1. Was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no prior legal obligation to protect such information;

8.1.2. Is independently developed by the receiving Party without the utilization of the confidential or proprietary information;

8.1.3. Is or becomes public knowledge without the fault of the receiving Party;

8.1.4. Becomes available to the receiving Party from a source other than the disclosing Party where the receiving Party is not under any legal obligation to protect such information; or

8.1.5. The information is disclosed pursuant to a governmental or legal requirement.

8.2. Provision of Information to INTERA. Client will promptly furnish INTERA with all information necessary for INTERA to perform the Services and supply the Goods. INTERA and its Subcontractors will be entitled to rely upon such information and upon information from generally acceptable reputable sources without independent verification in the performance of the Services or supplying of Goods.

8.3. Intellectual Property. INTERA will have the full title and all rights in and to (including the sole right to obtain patents on) any inventions made or conceived as a result of the performance of the Services. INTERA hereby grants to Client a royalty-free, nonexclusive license for Client to make, have made and use any such invention made or conceived as a result of the performance of the Services or supply of the Goods. All computer programs, applications, methods, mechanized design practices, layouts, and systems developed by INTERA during the term of an applicable Work Order or owned by INTERA on the effective date of this Agreement, will remain the exclusive property of INTERA. Except as otherwise provided in this Article 8, all reports, data, drawings, plans, specifications and other items delivered by INTERA (hereinafter referred to as "Reports") to Client under a Work Order will become the property of Client; however, INTERA is entitled to retain a file copy and utilize such Reports and the material in those Reports in the scope of INTERA's work and/or services for itself and others.

ARTICLE 9. TERMINATION

9.1. Client's Right to Terminate. Client may terminate i) one or more Work Orders or ii) this Agreement and All Work Orders upon 30 days prior written notice to INTERA, but such termination will not relieve Client of its obligation to pay INTERA for expenses incurred, Services performed and Goods provided up to the date of termination and all reasonable expenses, which INTERA incurs related to the termination.

9.2. INTERA's Right to Terminate. INTERA may terminate i) one or more Work Orders or ii) this Agreement and All Work Orders upon 30 days prior written notice to Client, but such termination will not relieve INTERA of its obligation to provide Client with a copy of all Reports prepared up to the date of termination of the Agreement.

ARTICLE 10. INDEMNIFICATION, WARRANTY AND LIMITATION OF LIABILITY

10.1. INTERA's Indemnification of Client. INTERA will indemnify and hold harmless Client, its officers, employees, and agents (the "Client Indemnified Parties") from losses (including, but not limited to, reasonable

MASTER TECHNICAL SERVICES AGREEMENT

attorneys' fees and expenses) of the Client Indemnified Parties to the extent caused by the 1) negligent acts or omissions of INTERA, 2) reckless acts or omissions of INTERA, 3) intentional misconduct of INTERA, 4) material misrepresentations of INTERA, 5) material breaches of contract or warranty by INTERA and 6) infringement of United States patents, copyrights and trademarks by INTERA.

10.2. **Client's Indemnification of INTERA.** Client will indemnify and hold harmless INTERA, its officers, employees, agents, subcontractors and suppliers (the "INTERA Indemnified Parties") from losses (including, but not limited to reasonable attorneys' fees and expenses) of the INTERA Indemnified Parties to the extent caused by the 1) negligent acts or omissions of Client, 2) reckless acts or omissions of Client, 3) intentional misconduct of Client, 4) material misrepresentations of Client, 5) material breaches of contract or warranty by Client and 6) infringement of United States patents, copyrights and trademarks by Client.

10.3. **INTERA's Warranty and Limitation of Liability.** INTERA warrants that the Services will be performed, within the limits prescribed by Client, with professional thoroughness and competence. Notwithstanding anything to the contrary herein, INTERA's total cumulative liability for claims of any kind whether based in contract, tort (including negligence and strict liability), under any warranty, indemnification or otherwise, for any loss or damage arising out of or related to this Agreement, any Work Order or the performance of the Services or supply of Goods under this Agreement and any Work Order, will in no case exceed the compensation paid to INTERA by Client for the Services under the applicable Work Order.

ARTICLE 11. INSURANCE

11.1. **Insurance Coverage.** Prior to commencing with the Services and at all times during the term of a Work Order, INTERA will provide and maintain in full force and effect, insurance of the types and with limits not less than those specified as follows:

11.1.1. Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over employees who are engaged in the Scope of Services, and Employer's Liability insurance of One Million Dollars (\$1,000,000) each accident; disease-each employee; and disease-policy limit.

11.1.2. Commercial General Liability Insurance with a per occurrence limit of One Million Dollars (\$1,000,000). This policy will include Contractual Liability coverage. This insurance will cover bodily injury to or death of persons, and/or loss of or damage to property.

11.1.3. Automobile (owned, non-owned or hired) Insurance with an each accident limit of One Million Dollars (\$1,000,000) for bodily injury and property damage liability.

11.1.4. Professional Errors and Omissions Insurance of One Million Dollars (\$1,000,000) for each occurrence per claim and in the aggregate.

11.2. **Insurance Terms and Conditions.** All insurance policies provided and maintained by INTERA will be underwritten by insurers which are rated "A VII" or higher by the most current edition of *Best's Key Rating Guide*, and which are authorized to write insurance in the state or states in which the Services are performed or where the Goods are provided.

ARTICLE 12. DISPUTE RESOLUTION

12.1. **Negotiation.** The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement or a Work Order promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within ten days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and response will include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive in negotiations. Within 20 days after delivery of the initial notice, the executives of both Parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2. **Mediation.** If the dispute has not been resolved by negotiation as

provided above within 30 days after delivery of the initial notice of negotiation, or if the Parties fail to meet within 20 days, the Parties will endeavor to settle the dispute by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement, provided, however, that if one Party fails to participate in the negotiation as provided above, the other Party can initiate mediation prior to the expiration of the 30 days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panel of Distinguished Neutrals.

12.3. **Litigation.** Any dispute arising out of or relating to this Agreement or a Work Order, including the breach, termination or validity thereof, which has not been resolved by mediation as provided above within 50 days after delivery of the initial notice of negotiation will be finally resolved by litigation.

12.4. The Client agrees to the joinder of any Subcontractor hired by INTERA to any proceeding under this Agreement that involves or may involve a Subcontractor's Services.

ARTICLE 13. NOTICES

Any notice, request, demand or other communication related to this Agreement or Work Order will be in writing and will be considered duly made three calendar days after the date of deposit in the U.S. Mail, by certified mail, return receipt requested, postage prepaid, addressed to the applicable Party at the following address or when delivered, if delivered by hand or transmitted by telecopy to the other Party at the following addresses or facsimile numbers:

If to INTERA: INTERA Incorporated
Attn: Patricia Salter, Contracts Manager
9600 Great Hills Trail, Suite 300W
Austin, TX 78759
Telephone: 512.425.2000
Email: psalter@intera.com

If to Client:
Click to enter Client Name.
Attn: Click to enter Contact Name.
Click to enter address 1.
Click to enter address 2.
Telephone: Click to enter phone #.
Email: Click to enter email address.

Either Party may change its address or numbers for receiving notices by giving written notice of the change to the other Party.

ARTICLE 14. MISCELLANEOUS

14.1. **Title to Goods.** Title to and risk of loss of or damage to Goods will pass to Client upon delivery of the Good to Client.

14.2. **Force Majeure.** Neither Party will be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of and could not have been anticipated by the affected Party, including, but not limited to, acts of God, storms, floods, fire, strikes, boycotts, other labor disputes, riots, thefts, accidents, acts or failures to act by the other Party; and acts or failures to act by any non-Party government or government agency; provided, however, that any obligation to make payment hereunder will not be extended for any reason. Upon the occurrence of a situation as described above, the time for performance by either Party to this Agreement of its obligations will be extended by a period of time equal to the time lost because of such situation; provided, however, that prompt notice of such a situation will be provided to the other Party and reasonable efforts will be used to mitigate the adverse impact of such a situation.

14.3. **Responsibility for Taxes.** Client will be responsible for and will pay any taxes due to any agency arising out of or under this Agreement or a Work Order or the Services and Goods provided except for those taxes levied upon the net income, gross receipts, real, or personal property of INTERA.

14.4. **Assignment.** Neither this Agreement and any Work Orders nor any rights or obligations under this Agreement and any Work Orders will be assigned or otherwise transferred by a Party without the prior written consent of the other Party except that INTERA may assign all or a portion of this the Services or Goods under a Work Order to a subcontractor or supplier without the prior written consent of the Client.

14.5. **Waiver.** The failure of either Party to exercise any right under this

MASTER TECHNICAL SERVICES AGREEMENT

Agreement or any Work Order or to take any action permitted will not be deemed a waiver of any right in the event of a subsequent breach of a like or different nature.

14.5. **Entire Agreement.** The terms and conditions set forth in this Agreement and a signed Work Order are intended by both Parties to constitute the final and complete statement of their agreement with respect to the subject matter of this Agreement and Work Order(s), and all prior proposals, communications, negotiations, agreements, understandings and representations relating to the subject matter of this Agreement and Work Order(s) are hereby superseded. No modification or amendment of this Agreement or Work Order(s) will be effective unless the same is in writing and signed by both Parties.

14.7. **Third Party Beneficiaries.** Except as expressly provided to the contrary in this Agreement or Work Order(s) this Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

14.8. **Law and Venue.** This Agreement and Work Order(s) will be governed by and interpreted in accordance with the laws of the State of Texas and venue shall be in a court of competent jurisdiction in Travis County, Texas.

14.9. **Severability.** The invalidity or unenforceability of any provision of this Agreement and any Work Order will not affect the validity or enforceability of any other provision of this Agreement or Work Order(s), each of which will remain in full force and effect.

14.10. **Captions.** The Articles and Section captions in this Agreement are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions in the Agreement. Similarly, any captions in a Work Order are also for convenience and reference only, do not constitute part of the Work Order

and will not be deemed to limit or otherwise affect any of the provisions in the Work Order.

14.11. **Construction.** The Parties to this Agreement and any Work Order participated jointly in the negotiation and drafting of this Agreement and any Work Order. Therefore, in the event any ambiguity or question of intent or interpretation arises, this Agreement and any Work Order will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement or any Work Order.

14.12. **Counterparts.** This Agreement and any Work Order may be executed in the original, by facsimile, by e-mail or by electronic signature in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.13. **Professional Materials.** INTERA may use these Services and Client's name in its promotional and professional materials. INTERA will not disclose information that is identified by Client as confidential or proprietary according to Article 8.

14.14. **Survival.** The provisions of Articles 5, 8, 10 and 12 and Sections 14.3, 14.8 and 14.13 of this Agreement will survive the termination or cancellation of this Agreement and the completion of the Scope of Services under any Work Order.

14.15. **Priority.** To the extent of conflict between the terms of a signed Work Order and the signed Agreement, the terms of the signed Work Order shall govern.

14.16. **Attachments.** The following attachments are made a part of this Agreement for all purposes:

Attachment A – Master Rate Schedule
Attachment B - Work Order Form

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Click to enter Client's name.

INTERA Incorporated

By: _____

By: _____

Printed Name: Click to enter signer's name.

Printed Name: Click to enter signer's name.

Printed Title: Click to enter signer's title.

Printed Title: Click to enter signer's title.

Project ID: Get ID from Pat Salter or Katie Poff

MASTER TECHNICAL SERVICES AGREEMENT

ATTACHMENT A: MASTER RATE SCHEDULE

INTERA Labor Hourly Billing Rates

Labor Category	Rate (\$USD/hr)
Principal Engineer/Scientist I	
Principal Engineer/Scientist II	
Principal Engineer/Scientist III	
Senior Engineer/Scientist I	
Senior Engineer/Scientist II	
Senior Engineer Scientist III	
Senior Engineer/Scientist IV	
Engineer/Scientist I	
Engineer/Scientist II	
Engineer/Scientist III	
Engineer/Scientist IV	
Senior Technician	
Technician	
Engineer/Scientist Intern	
Senior Technical Editor	
Technical Editor	
Senior CAD/Graphics Specialist	
CAD/Graphics Specialist	
Project Associate	

There is a 15% mark up on other direct costs such as subcontractors, vendors, travel and equipment. Mileage is reimbursed at the current IRS standard mileage rate.

MASTER TECHNICAL SERVICES AGREEMENT

ATTACHMENT B: SAMPLE WORK ORDER FORM

CLIENT: _____

PROJECT or CONTRACT ID: _____

WORK ORDER NO: _____

1.0 SCOPE OF SERVICES

2.0 TERM

The term of this Work Order will commence on _____ and will continue until _____ unless sooner terminated by the Client and as provided in the Master Agreement.

3.0 DELIVERABLES AND SCHEDULE

4.0 FEES/COMPENSATION/REIMBURSABLES

INTERA shall be compensated for work performed on either a Time and Materials or a Fixed Price basis as selected below:

TIME AND MATERIALS

FIXED PRICE

FIXED PRICE or NOT TO EXCEED AMOUNT: _____ **Inclusive of any applicable taxes? YES** **NO**

5.0 DESIGNATED REPRESENTATIVES

CLIENT:

Printed Name: _____

Phone: _____

Email: _____

INTERA:

Printed Name: _____

Phone: _____

Email: _____

6.0 AUTHORIZATION

The Services and Goods in this Work Order shall be performed in accordance with the terms and conditions set forth in the Master Technical Services Agreement made on _____ **Error! No text of specified style in document.** **Error! No text of specified style in document.** between the Client and INTERA.

This Work Order is agreed and entered into on _____.

CLIENT

Printed Name: _____

INTERA Incorporated

Printed Name: _____

AGENDA ITEM

9B (2)

CITY OF SAND CITY

RESOLUTION SC _____, 2018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING A CONTRACT AND/OR SERVICE AGREEMENT WITH POLARIS CONSULTING TO PROVIDE LAND SURVEYING SERVICES INCLUDING TOPOGRAPHIC AND BOUNDARY SURVEYS AND TECHNICAL SUPPORT FOR THE CITY OF SAND CITY WATER SUPPLY PROJECT PHASE 1 NEW INTAKE WELLS PROJECT IN AN AMOUNT NOT TO EXCEED \$17,000

WHEREAS, the California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 15, 2005, and approved amendments on June 13, 2007 (A-3-SNC-05-010-A1) and February 8, 2008 (A-3-SNC-05-010-A2), approving the construction of the Sand City Water Supply Project (SCWSP), which originally consisted of four intake wells located near the beach on Vista Del Mar and Tioga Avenue, a reverse-osmosis (RO) desalination plant (desal plant), an injection well for disposal of concentrated brackish water, and associated pipelines; and

WHEREAS, the SCWSP was designed to produce 300 acre feet per year (AFY) of potable water to serve both City uses and to reduce pumping of the Carmel River and the Seaside Basin Aquifer, and the desal plant is owned by the City of Sand City and operated and maintained by California American Water under a lease agreement; and

WHEREAS, the SCWSP began operation in April 2010 and since that time, many factors have affected the operation of the desal plant including, several years of dry hydrologic conditions (drought), coastal erosion, and changes in the operation of the desal plant from what was originally designed, resulting in increased salinity at and around the existing intake wells; and

WHEREAS, the increased salinity at the existing intake wells coupled with limits on the salinity of the concentrated brackish water discharge has prevented the desal plant from producing to its design capacity of 300 AFY; and

WHEREAS, in February 2014, the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six (6) additional intake wells within existing road rights-of-way to attain increase flow and better water quality necessary for the desal plant to produce to its design capacity of 300 AFY of potable water; and

WHEREAS, in March 2014, the CCC responded to the City's application for an immaterial amendment to the CDP with a letter entitled, "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells", requesting additional information including permits and approvals from agencies with jurisdiction over the project, public noticing, a survey of biological resources, updated hydrogeologic modeling, and an analysis of the impact of coastal erosion on the proposed project; and

WHEREAS, in September 2016, the City submitted a response letter to the CCC entitled, "Response to Notice of Incomplete Coastal Development Permit (CDP) Application for the City of Sand City Desalination Wells", providing the CCC with the additional information it requested; and

WHEREAS, in February 2017, the CCC issued a Notice of Intent to Issue a new CDP "for development consisting of the installation of up to six (6) new intake wells and associated pipelines and infrastructure for use by the City's desalination facility", once the applicant (Sand City) has fulfilled several "prior to issuance" Special Conditions; and

WHEREAS, the special conditions of the new CDP include a requirement to prepare "Construction Plans" identifying the specific location of all construction areas, all staging areas, and all construction access corridors in site plan view; and

WHEREAS, Polaris Consulting (Polaris), a local land surveying consulting firm, is qualified to provide land surveying services including topographic and boundary mapping surveys to support the SCWSP; and

WHEREAS, Polaris's proposal for land surveying services, attached as Exhibit A, describes the scope of work and tasks necessary to support the SCWSP; and

WHEREAS, the base cost proposal in the amount of \$15,000 will be augmented to include a 10% contingency in the amount of \$2,000 to allow for unforeseen issues and/or extra work that may be required, for a contract total in an amount not to exceed \$17,000, is hereby accepted and approved and shall not exceed this amount unless and until written authorization is provided by the City Administrator; and

WHEREAS, Polaris's Proposal for land surveying services is hereby accepted and approved, and the City Administrator is hereby authorized to execute the Surveying Services Agreement contained in Polaris's proposal, attached in Exhibit A.

WHEREAS, it is anticipated that all services under this agreement will be completed by December 2018.

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

1. Polaris's Proposal, Scope of Work, and Surveying Services Agreement, attached as Exhibit A, are accepted and approved.
2. The City Administrator is directed and authorized to execute the Agreement in substantially the same form as the attached documents.
3. Polaris will maintain a current Sand City Business License throughout the term of the Contract.

PASSED AND ADOPTED by the City Council of Sand City this _____ day of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT A

Polaris Proposal for Land Surveying Services



Polaris Consulting

Professional Land Surveying Services

P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564

E-mail: polarisconsulting@comcast.net

February 28, 2018

Todd Bodem
City of Sand City
c/o Leon D. Gomez
Creegan + D'Angelo
225 Cannery Row, Suite H
Monterey, CA 93940

Re: Sand City Water Supply Project (SCWSP) – New Wells Project
Sand Dunes Drive & Bay Avenue (100' wide strip centered on roadways)

Dear Mr. Gomez:

It is with pleasure that I respond to your request for a proposal to provide surveying services for topographic surveying and mapping of existing improvements along Sand Dunes Drive and Bay Avenue located in Sand City, California. We will provide the following services:

PARCEL IDENTIFICATION

We will provide a list and a mailing list of parcels within a certain distance to be sent notices. We will also provide the Assessor's Parcel Maps of these parcels. We will prepare and provide an exhibit map of the project area with parcels identified.

TOPOGRAPHIC SURVEY

We will provide a topographic survey with a one foot contour interval showing all existing improvements, curbs, gutters, bike path, signs, spot elevations, and the existing street pavement grades on the streets. We will locate visible evidence of the utilities; gas, electric, telephone, CATV and water which currently exist onsite or in the streets adjacent to the project. If you have the utilities marked, we will locate the markings also. We will provide spot elevations at a 25' interval throughout.

We will provide the elevation information on the NAVD 1988 datum for this site. We will establish a benchmark to remain on the site. We will provide the coordinates on the California Coordinate System, Zone 4, NAD 83.

Todd Bodem
City of Sand City
c/o Leon D. Gomez
Creegan + D'Angelo
225 Cannery Row, Suite H
Monterey, CA 93940

Re: Sand City Water Supply Project (SCWSP) – New Wells Project
Sand Dunes Drive & Bay Avenue (100' wide strip centered on roadways)

BOUNDARY SURVEY

We will perform a boundary survey to determine the location of the existing right of ways along a 100' wide strip centered on Sand Dunes Drive and Bay Avenue located in Sand City. We will retrace the boundary from the original surveys by using the existing monumentation and our previous surveys in this area. We will show the monumentation found and the boundary lines established for the right of way.

This information will also be provided in an electronic format for your use. We will provide this file in both hard copy and electronic format, AutoCAD 2015. No monumentation will be set in the field as a part of this boundary survey.

We will include an ortho color photo of the site from the high water line to the freeway.

Fee: **\$15,000.00**

CONTINGENCY FEE - ADDITIONAL SURVEY SERVICES

We will provide additional survey services on an as needed basis. We will provide these services at our hourly rate, per our agreement with Sand City. We are including approximately one day of additional field work in this item.

Fee: **\$2,000.00**

TOTAL Fee: \$17,000.00

This survey proposal does not include coordination with third parties, special title research, resolution and analysis of boundary lines, off site surveying for the boundary or the topographic features, except as noted above. If the monumentation of the right of way is required, this may require additional surveying to reestablish the boundary of the parcel in question. This additional surveying is not included in this proposal.

All fees and other charges attributable to this agreement will be billed by Polaris Consulting monthly and shall be due and payable by Client at the time of billing unless

February 28, 2018

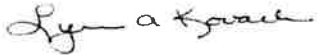
Todd Bodem
City of Sand City
c/o Leon D. Gomez
Creegan + D'Angelo
225 Cannery Row, Suite H
Monterey, CA 93940

Re: Sand City Water Supply Project (SCWSP) – New Wells Project
Sand Dunes Drive & Bay Avenue (100' wide strip centered on roadways)

otherwise specified. The outstanding balance is due upon project completion. If services not specified above are requested, they will be provided as additional work at an hourly rate.

I am looking forward to working with you on this project. If you have any questions or need additional information, please call.

Sincerely,



Lynn A. Kovach
L. S. 5321





Polaris Consulting

Professional Land Surveying Services

P. O. Box 1378, Carmel Valley, CA 93924 (831) 659-9564

E-mail: polarisconsulting@comcast.net

SURVEYING SERVICES AGREEMENT

Project: 18113.02 Sand City Water Supply Project

Client: City of Sand City

Surveyor: Lynn A. Kovach, PLS 5321

Client Address: 1 Pendergrass Way, Sand City, CA

STANDARD PROJECT CONDITIONS:

- Surveyor shall be the owner of and entitled to possession of all maps, drawings and other materials prepared pursuant to this agreement.
- Scope of work and services are described in the Proposal dated 3/1/18, attached hereto and incorporated herein by reference.
- Schedule for project commencement is dependent on workload when notice to proceed is given.
- Client's initial deposit, described below, is due upon execution of this agreement. The outstanding balance is due upon Project completion. The total cost for this Project is as described in the proposal.
- All fees and other charges attributable to this agreement will be billed by Polaris Consulting monthly and shall be due and payable by Client at the time of billing unless otherwise specified.
- Research, graphic, reproduction or printing costs not listed in proposal will be billed at cost.
- Outside fees including, but not limited to permits, application fees, recording fees, etc. not listed in proposal will be billed at cost.

Additional services not described in the Proposal will only be provided after the parties have executed a written addendum to this agreement. If services not specified above are requested, they will be provided as additional work at an hourly rate. Our hourly rates are \$115.00 per hour for office time and \$210.00 per hour for field time. This agreement may be terminated upon: (a) written notice from either client or Surveyor prior to any expenses being incurred on client's behalf; or (b) client's payment for expenses and services rendered up to the date of Surveyor's receipt of client's written notice to terminate.

SPECIFIC PROJECT CONDITIONS:

- Billing is based on fee schedule rates OR fixed fee proposal
- Consultation or coordination with client and third parties will be billed according to current fee schedule OR rate of \$_____ per hour.

ITEMS REQUIRED TO BE PROVIDED BY THE CLIENT:

- Right of entry provided hereby for performance of the survey and related activities.
- The following information shall be provided by client at no additional cost:
 - Title Report Prelim. Title Report Deeds
 - Control data Other _____
- A deposit of WAIVED is required prior to beginning the project.

Lynn A. Kovach, PLS 5321

Client Name:

March 1, 2018

Date

Date

AGENDA ITEM

9B (3)

CITY OF SAND CITY

RESOLUTION SC _____, 2018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING A CONTRACT AND/OR SERVICE AGREEMENT WITH DENISE DUFFY & ASSOCIATES TO PROVIDE ENVIRONMENTAL SERVICES TO SUPPORT THE CITY OF SAND CITY WATER SUPPLY PROJECT PHASE 1 NEW INTAKE WELLS PROJECT IN AN AMOUNT NOT TO EXCEED \$22,847

WHEREAS, the California Coastal Commission (CCC) approved Coastal Development Permit (CDP) A-3-SNC-05-010 on April 15, 2005, and approved amendments on June 13, 2007 (A-3-SNC-05-010-A1) and February 8, 2008 (A-3-SNC-05-010-A2), approving the construction of the Sand City Water Supply Project (SCWSP), which originally consisted of four intake wells located near the beach on Vista Del Mar and Tioga Avenue, a reverse-osmosis (RO) desalination plant (desal plant), an injection well for disposal of concentrated brackish water, and associated pipelines; and

WHEREAS, the SCWSP was designed to produce 300 acre feet per year (AFY) of potable water to serve both City uses and to reduce pumping of the Carmel River and the Seaside Basin Aquifer, and the desal plant is owned by the City of Sand City and operated and maintained by California American Water under a lease agreement; and

WHEREAS, the SCWSP began operation in April 2010 and since that time, many factors have affected the operation of the desal plant including, several years of dry hydrologic conditions (drought), coastal erosion, and changes in the operation of the desal plant from what was originally designed, resulting in increased salinity at and around the existing intake wells; and

WHEREAS, the increased salinity at the existing intake wells coupled with limits on the salinity of the concentrated brackish water discharge has prevented the desal plant from producing to its design capacity of 300 AFY; and

WHEREAS, in February 2014, the City submitted an application to the CCC for an immaterial amendment to the original CDP to construct up to six (6) additional intake wells within existing road rights-of-way to attain increase flow and better water quality necessary for the desal plant to produce to its design capacity of 300 AFY of potable water; and

WHEREAS, in March 2014, the CCC responded to the City's application for an immaterial amendment to the CDP with a letter entitled, "Notice of Incomplete Coastal Development Permit (CDP) Application for City of Sand City Desalination Wells", requesting additional information including permits and approvals from agencies with jurisdiction over the project, public noticing, a survey of biological resources, updated hydrogeologic modeling, and an analysis of the impact of coastal erosion on the proposed project; and

WHEREAS, in September 2016, the City submitted a response letter to the CCC entitled, "Response to Notice of Incomplete Coastal Development Permit (CDP) Application for the City of Sand City Desalination Wells", providing the CCC with the additional information it requested; and

WHEREAS, in February 2017, the CCC issued a Notice of Intent to Issue a new CDP "for development consisting of the installation of up to six (6) new intake wells and associated pipelines and infrastructure for use by the City's desalination facility", once the applicant (Sand City) has fulfilled several "prior to issuance" Special Conditions; and

WHEREAS, the special conditions of the new CDP include a requirement to perform "Sensitive

Habitat Surveys, Protection, and Mitigation" including preconstruction biological surveys and documentation of all special status plant and animal species within the project area to be performed by a qualified biologist; and

WHEREAS, Denise Duffy & Associates (DDA), a local environmental consulting firm, is qualified to provide environmental and biological services to support the SCWSP ; and

WHEREAS, DDA's proposal for environmental services, attached as Exhibit A, describes the scope of work and tasks necessary to satisfy the special conditions of the new CDP; and

WHEREAS, the base cost proposal in the amount of \$20,770 will be augmented to include a 10% contingency in the amount of \$2,077 to allow for unforeseen issues and/or extra work that may be required, for a contract total in an amount not to exceed \$22,847, is hereby accepted and approved and shall not exceed this amount unless and until written authorization is provided by the City Administrator; and

WHEREAS, DDA's proposal for environmental services is hereby accepted and approved, and the City Administrator is hereby authorized to execute the Authorization to Proceed contained in DDA's proposal, attached in Exhibit A.

WHEREAS, it is anticipated that all services under this agreement will be completed by December 2018.

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

1. DDA's Proposal, Scope of Work, and Authorization to Proceed, attached as Exhibit A, are accepted and approved.
2. The City Administrator is directed and authorized to execute the Contract in substantially the same form as the attached documents.
3. DDA will maintain a current Sand City Business License throughout the term of the Contract.

PASSED AND ADOPTED by the City Council of Sand City this _____ day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk

EXHIBIT A

DDA Proposal for Environmental Services



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

February 26, 2017

Todd Bodem
City Administrator
City of Sand City

Subject: Proposal for Environmental Services for the Sand City Water Supply Wells Project

Dear Mr. Bodem:

Thank you for providing Denise Duffy & Associates, Inc. (DD&A) with the opportunity to provide environmental services for the Sand City Water Supply Wells Project (project). On May 11, 2005, the California Coastal Commission (Commission) granted a coastal development permit (CDP) to the City of Sand City (City), subject to standard and special conditions, allowing construction and operation of a desalination facility and associated intake wells and discharge lines within the City and along the shoreline of Monterey Bay, County of Monterey. A number of subsequent amendments were approved which carried forward and amended the special and standard conditions. The most recent amendment was approved on August 10, 2017. This amendment did not amend any conditions to biological resources. As a result, this scope is based on the most recent amendment dated February 14, 2017 that outlines the project conditions specific to biological resources.

This scope and cost estimate outlines the tasks necessary to conduct all of the preconstruction, construction phase, and post construction monitoring and reporting required by the Commission for the Project.

Please let me know if you have any questions.

Attached please find a scope of work and cost estimate to conduct pre-construction surveys, provide an environmental educational presentation, conduct construction monitoring, and prepare reporting documentation for the project.

We look forward to performing this work for you.

Sincerely,

Josh Harwayne, Senior Project Manager
DENISE DUFFY & ASSOCIATES, INC.

INTRODUCTION

Denise Duffy & Associates, Inc. (DD&A) is pleased to submit this proposal to provide the requested environmental services for the project. The following scope of work, to be performed by DD&A, is based on my discussions with you and a review of the materials provided.

The scope of work includes the following tasks: 1) project initiation; 2) site visit; 3) pre-construction surveys; 4) environmental education; 5) construction monitoring; and 6) preparation of a post-construction monitoring report.

SCOPE OF WORK

Task 1. Project Initiation

DD&A will coordinate with the project team to obtain all relevant project information, confirm the scope and project schedule, and establish a communication protocol.

Task 2. Site Visit

DD&A staff will visit the project site with members of the project team to review site conditions, discuss potential data collection approaches and confirm assumptions. The primary goal would be to identify areas for future data collection to enable a focused preconstruction surveys effort. This task assumes that one initial site visit will suffice to gather relevant information.

Task 3. Pre-construction Surveys

DD&A staff will survey for and provide alignment- and location-specific mapping for:

- seacliff buckwheat
- coast buckwheat
- snowy plover
- burrowing owl
- nesting birds
- coast horned lizards
- black legless lizards
- special status plants

The survey work would be focused only on the areas identified during the site visit, as directed by the project proponent.

Task 4. Environmental Education

DD&A will prepare and present an environmental education to all persons working in the field. The materials will include the identification and avoidance of all sensitive biological resources with the potential to be impacted.

Task 5. Construction Monitoring

DD&A staff will be present on-site and working with the project team during construction. DD&A staff will be expert in the identification and avoidance of all sensitive biological resources mapped within the site. This task assumes the presence of one DD&A staff member for five eight-hour days during the initial ground disturbing activities and weekly visits throughout the remainder of the 10-week work duration.

Task 6. Preparation Post-Construction Monitoring Report

DD&A will prepare a Draft Monitoring Report and submit it to the project proponent for review and comment. DD&A will revise the report as necessary based on comments, and will prepare a final report. This task assumes that DD&A will receive and respond to only one round of comments.

COST ESTIMATE

Billing will be on a time-and-materials basis by task, as outlined in the attached budget spreadsheet.

General Assumptions:

The budget is based on completing only the tasks identified above. This scope and budget assumes no additional technical reports or surveys will be required for completion of the project. If additional services are determined to be required at a later date, DD&A staff is available to complete these tasks; however, a scope and budget amendment would be required. The budget provided also assumes that only electronic formats of the report will be produced.

**DDA Cost Proposal for the
Sand City Water Supply Wells Project**

TASKS #	Tasks	Principal	Senior Project Manager	Associate Planner/Scientist	Assistant Planner/Scientist	GIS/Graphics	Administration	Task Total
1	Project Initiation	2	4				2	\$1,236
2	Site Visit		6		6			\$1,512
3	Pre-construction Surveys		8	4	24	8	4	\$5,068
4	Environmental Education				4			\$376
5	Construction Monitoring		12	16	45		4	\$8,134
6	Post-construction Reporting	1	2	4	24	8	1	\$4,094
	Total Hours	3	32	24	103	16	11	
	Total Labor Cost	\$ 660	\$ 5,056	\$ 2,520	\$ 9,682	\$ 1,600	\$ 902	\$ 20,420

Project Total	\$20,770
Contingency 10%	\$2,077
Contract Total	\$22,847

Estimated Expenses / Subconsultants Costs	\$150
Phone, Supplies, and GIS Equipment	\$200
Mileage	\$350
TOTAL EXPENSES AND SUBCONSULTANTS	\$350

AUTHORIZATION TO PROCEED

◇◇◇

Note: If the scope, fee, terms of payment and conditions described in the Denise Duffy & Associates, Inc. attached memorandum of proposal are acceptable, please sign and return a copy of this authorization form for our files. Thank you.

Project Name: Sand City Water Supply Wells Project

Accepted by (signature): _____ **Dated:** _____

Print Name: _____

Title: _____

On Behalf of: _____

Mailing Address: _____

Fee/Scope Confirmation: Provide preconstruction, construction phase and post construction monitoring and reporting.
Billed on Time-and-Materials by Task with a Not-To-Exceed amount of \$22,847.00

Existing Contract Date, if applicable: N/A

If invoice should be sent to a different person or location, please complete below:

Mailing Address: _____

Attention: _____

Return to: Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, CA 93940

AGENDA ITEM

9D


[Events \(http://www.mcbc.biz/events/\)](http://www.mcbc.biz/events/)

Upcoming Events

MEMBERS ONLY LUNCHEON: Monterey County Sheriff Steve Bernal
[\(http://www.mcbc.biz/mcbcevents/members-only-luncheon-monterey-county-sheriff-steve-bernal/\)](http://www.mcbc.biz/mcbcevents/members-only-luncheon-monterey-county-sheriff-steve-bernal/)

March 16, 2018

Infrastructure Summit
[\(http://www.mcbc.biz/mcbcevents/infrastructure-summit/\)](http://www.mcbc.biz/mcbcevents/infrastructure-summit/)

April 30, 2018

MEMBERS ONLY LUNCHEON: Senator Bill Monning
[\(http://www.mcbc.biz/mcbcevents/members-only-luncheon-senator-bill-monning/\)](http://www.mcbc.biz/mcbcevents/members-only-luncheon-senator-bill-monning/)

April 13, 2018

MEMBERS ONLY LUNCHEON: Assemblymember Anna Caballero
[\(http://www.mcbc.biz/mcbcevents/members-only-luncheon-assemblymember-anna-caballero/\)](http://www.mcbc.biz/mcbcevents/members-only-luncheon-assemblymember-anna-caballero/)

May 11, 2018

Supervisor Speaker Series: Jane Parker, District 4 Supervisor
[\(http://www.mcbc.biz/mcbcevents/supervisor-speaker-series-jane-parker-district-4-supervisor/\)](http://www.mcbc.biz/mcbcevents/supervisor-speaker-series-jane-parker-district-4-supervisor/)

February 14, 2018

MEMBERS ONLY LUNCHEON: Linda Foster – Immigrants and Monterey County
[\(http://www.mcbc.biz/mcbcevents/members-only-luncheon-linda-foster-copa-and-immigration/\)](http://www.mcbc.biz/mcbcevents/members-only-luncheon-linda-foster-copa-and-immigration/)

February 09, 2018

MEMBER ONLY LUNCHEON: Supervisor Luis Alejo
[\(http://www.mcbc.biz/mcbcevents/member-only-luncheon-supervisor-luis-alejo/\)](http://www.mcbc.biz/mcbcevents/member-only-luncheon-supervisor-luis-alejo/)

January 12, 2018

Supervisor Speaker Series: John Phillips, District 2 Supervisor
[\(http://www.mcbc.biz/mcbcevents/supervisors-speakers-series-john-phillips-district-2-supervisor/\)](http://www.mcbc.biz/mcbcevents/supervisors-speakers-series-john-phillips-district-2-supervisor/)

December 06, 2017

MEMBERS ONLY LUNCHEON: Tom Habashi, Monterey Bay Community Power CEO
[\(http://www.mcbc.biz/mcbcevents/members-only-luncheon-tom-habashi-monterey-bay-community-power-ceo/\)](http://www.mcbc.biz/mcbcevents/members-only-luncheon-tom-habashi-monterey-bay-community-power-ceo/)

October 13, 2017

Annual Higher Education and Research Summit
[\(http://www.mcbc.biz/mcbcevents/annual-higher-education-and-research-summit/\)](http://www.mcbc.biz/mcbcevents/annual-higher-education-and-research-summit/)

October 05, 2017

MEMBERS ONLY LUNCHEON: Monterey County Sheriff Steve Bernal

Join the members of the Monterey County Business Council as we hear from Monterey County Sheriff, Steve Bernal. Sheriff Bernal plans to discuss the issues the Sheriff's Department has been actively addressing over the past year.

Monthly Luncheons are for **MEMBERS ONLY**

ATTEND THIS EVENT

<https://www.eventbrite.com/e/members-only-luncheon-monterey-county-sheriff-steve-bernal-tickets-43462611842>

Check out our new menu:

Spinach Salad: Grilled chicken, dried cranberries, goat cheese, apple, red onion – roasted shallot vinaigrette

Vegetarian Spinach Salad: Dried cranberries, goat cheese, apple, red onion – roasted shallot vinaigrette

Pulled Pork: Smoked pork, sweet tangy BBQ sauce – ciabata bun, served with coleslaw

Alma's Ahi Tuna Sandwich: Seared medium rare, tomato – avocado – ginger – garlic – wasabi aioli, served with french fries

Steve Bernal Sheriff-Coroner

Sheriff Steve Bernal has been a peace officer since 1999. He was elected to the office of Sheriff in November of 2014. Before being elected as the 31st Sheriff of Monterey County, Sheriff Bernal was assigned as a patrol deputy at the South County Station. He also served at the Coastal Station and Central Patrol Station. Sheriff Bernal started his career as a Custody Deputy at the jail where his duties also included bailiff duties and transportation deputy.

Since assuming office, Sheriff Bernal has led the Sheriff's Office through numerous improvements. The Sheriff made recruitment a top priority and today the Sheriff's Office is nearly fully staffed. New security measures have been implemented at the jail which will improve overall inmate and employee safety. The Sheriff also oversaw a project to bring tablet technology to the jail to meet new expectations for inmate education/rehabilitation programs and enable new video visitation. In addition, Sheriff Bernal has instituted a program to bring advanced level leadership training to management personnel in the Sheriff's Office. This enhanced training will better develop management personnel and prepare them for current and upcoming leadership challenges to ensure the Sheriff's Office has the best trained managers in the future.

Sheriff Bernal has successfully completed the Peace Officer Standards and Training (POST) Management and Executive Development courses. In 2016, the nationwide anonymous crimes reporting group, "WeTip" recognized Sheriff Bernal as the "WeTip" Sheriff of the Year and in 2007 he was honored as Deputy of the Year by the Sheriff's Office.

March 16, 2018
 11:45 am to 1:30 pm
 Bayonet and Black Horse
 1 McClure Way
 Seaside, CA 93955

Chartwell School 35th Anniversary Tri-Chamber Mixer

Name: Chartwell School 35th Anniversary Tri-Chamber Mixer



Date: March 8, 2018

Time: 5:00 PM - 7:30 PM PST

[Register Now](#)

Event Description:

For 35 years, Chartwell School has been leading the way in the tri-county area empowering students with language-based learning differences. Come Celebrate! Tour the LEED Platinum campus while enjoying music and appetizers. Special Chamber raffle for attendees. Please register in advance.

Location:

Chartwell School
2511 Numa Watson Road
Seaside, CA 93955

Date/Time Information:

Thursday, March 8, 2018
5:00pm to 7:30pm

Contact Information:

[Send an Email](#)

[\[info@montereychamber.com\]](mailto:info@montereychamber.com)

Set a Reminder:

Enter your email address below to receive a reminder message.

Enter Email Address

-- Select Days Before Eve ▾

[Business Directory](#) [Events Calendar](#) [Hot Deals](#) [Job Postings](#) [Contact Us](#) [Weather](#)

Powered by
GrowthZone

Printed courtesy of www.montereychamber.com/ – Contact the Monterey Peninsula Chamber of Commerce for more information.
243 El Dorado Street, Suite 200, Monterey, CA 93940 – 831-648-5350 – info@montereychamber.com

110th Annual Awards Dinner

Name: 110th Annual Awards Dinner

Date: March 17, 2018

Time: 6:00 PM - 10:00 PM PDT

[Register Now](#)

Event Description:

The Monterey Peninsula Chamber of Commerce (MPCC) will honor three distinguished citizens at MPCC's 110th Annual Awards Dinner on Saturday, March 17, 6-10pm, at Marriott Monterey, 350 Calle Principal, Monterey. Presented by Monterey County Bank, this signature event is expected to draw over 400 Chamber members, local business people and community leaders from throughout the region to celebrate outstanding contributions to the community.

We are pleased to celebrate the following honorees:



Steven J. Packer, M.D.
Citizen of the Year
Montage Health



Event Sponsors:



Location:

Marriott Monterey
350 Calle Principal
Monterey, CA 93940

[View a Map](#)

Date/Time Information:

Saturday, March 17, 2018
6-10pm

Contact Information:

Sarah Beesley
[Send an Email](#)
[\[sarah@montereychamber.com\]](mailto:sarah@montereychamber.com)

Fees/Admission:

Tickets:

\$150/person; \$1,500/table of 10

Set a Reminder:

Enter your email address below to receive a reminder message.

-- Select Days Before Eve ▾



The Honorable John M. Phillips
Ruth Vreeland Memorial
Public Official of the Year
County of Monterey



Joe Smith
Volunteer of the Year
Sotheby's International Realty



Leinette Lintiaco
Robert C. Littlefield Lifetime Achievement
Central Coast Federal Credit Union

****Business of the Year to be announced during the event.**

Presented by:



Event Media:



[Business Directory](#) [Events Calendar](#) [Hot Deals](#) [Job Postings](#) [Contact Us](#) [Weather](#)

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GrowthZone

Printed courtesy of www.montereychamber.com/ – Contact the Monterey Peninsula Chamber of Commerce for more information.
243 El Dorado Street, Suite 200, Monterey, CA 93940 – 831-648-5350 –
info@montereychamber.com

**AGENDA ITEM 6G
AMENDED RESOLUTION**

CITY OF SAND CITY

RESOLUTION SC _____, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY DEMANDING
FEDERAL GUN CONTROL ACTION TO PREVENT DEATH AND INJURY**

WHEREAS, Gun violence in the United States, resulting in over 30,000 deaths annually and 80,000 non-fatal injuries, including homicides, suicides, and accidental shootings, is unacceptable and demands immediate attention and action; and

WHEREAS, Senseless and tragic mass shootings at places such as schools, colleges, and universities; movie theatres; music festivals; hospitals and medical clinics; shopping malls; and religious institutions have highlighted the dangers of and clearly demonstrates that gun-related violence can occur any place at any time; and

WHEREAS, Community violence, which is often gun violence that occurs in a community but does not directly impact a child, still negatively impacts learning, health, and behavior, interfering with the ability of students to succeed in school and in life;

WHEREAS, The crisis of gun violence in our country necessitates a sustained, coordinated, and collaborative effort involving entire communities, elected officials at every level of government, law enforcement, and the entire criminal justice system; and

WHEREAS, Monterey County consistently (2009, 2010, 2012, 2013) has the highest rate of homicide of young people in California, with as many as 22 youth aged 10-24 murdered every single year, the majority killed by guns, and many more injured as a result of gun violence; and

WHEREAS, We strive to use data to make informed decisions about public policy and must also look to the evidence about gun violence to make rational choices about the gun control policies needed to protect our children and their safety; and

WHEREAS, Elected officials must commit to closing gaps in the current patchwork of regulation, including those gaps that enable felons, people convicted of domestic violence, children, those found to be a danger to themselves or others, and other prohibited persons to access firearms, and those that allow the trafficking of illegal guns; and

WHEREAS, Since the Sandy Hook Massacre in 2012, where twenty 6- and 7-year-old children and six members of the school's staff were murdered by a single gunman using a semi-automatic handgun and semi-automatic rifle, there have been more than 200 school shootings nationwide with 138 people killed and another 300 people injured, shattering communities and leaving emotional scars.

NOW THEREFORE BE IT RESOLVED, That the City of Sand City demands action from our State and Federal Representatives to adopt stricter controls governing the sale, transfer, possession, manufacturing, and distribution of all firearms, dangerous weapons, and ammunition; and be it further:

1. That those stricter controls include not only comprehensive and thorough background checks of all purchases of firearms, including curios and relics; dangerous weapons; and ammunition; and include the purchase of those items facilitated through the internet and at gun shows; but also an outright ban on ~~semi-automatic firearms, high-capacity magazines,~~ armor-piercing ammunition, bump stocks, and any other equipment, alteration, or modification that would increase a firearm's capacity for ammunition or rate of fire; as well as reasonable waiting periods and mandated training in the safe use of guns; and be it further
2. That we support the elimination of the Dickey Amendment and any other restrictions on the collection and compiling of data related to violence perpetrated with firearms, including research into the causes and consequences of gun violence, such as that research that was begun by the Centers for Disease Control and Prevention but abruptly halted in 1996 when the Dickey Amendment was enacted; and be it further
3. That the City of Sand City supports organized student and adult ally action to amplify students' voices and work toward creating a future where children are no longer murdered in schools, including such activities as walkouts, sit-ins, civics training, voter registration campaigns, and other acts of civil disobedience and peaceful protest; and be it further
4. that the City of Sand City transmit copies of this resolution to the President and Vice President of the United States, the Speaker of the House of Representatives, the President pro tempore of the United States Senate, the Attorney General of the United States, the Secretary of Health and Human Services, the Secretary of Education, the Secretary of the Department of Homeland Security, the Majority Leader of the United States Senate, the Minority Leader of the United States Senate, the Majority Leader of the House of Representatives, the Minority Leader of the House of Representatives, and to each Senator and Representative from California in the Congress of the United States, and that we demand those officials take immediate action to enact meaningful gun control legislation and prevent even one more child being harmed by gunfire.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand City to hereby Demand Federal gun control action to prevent death and injury.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this ___ day of March, 2018 by the following votes:

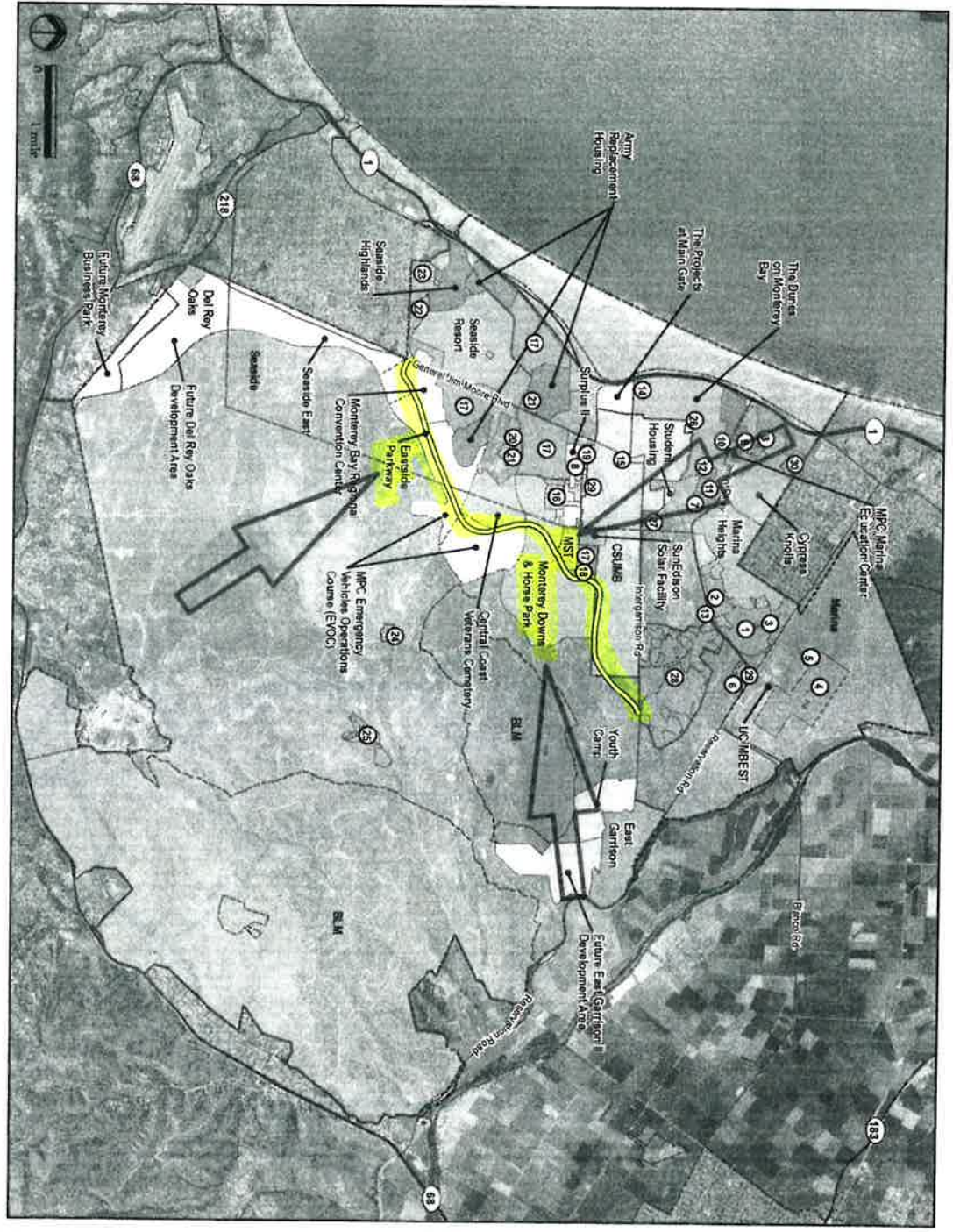
AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Linda K. Scholink, City Clerk



Legend

- Fort Ord Boundary
- New Projects Built Since 1997
- Building Reuse/Refurbishment Projects Since 1997 (see list below)
- Projects Entitled Since 1997
- Current Proposed Projects
- Areas Being Actively Planned

Building Reuse/Refurbishment Projects
(list below corresponds to #'s on map)

1. Preston Park
2. Abrams B
3. Non-Profit Housing Areas
4. Marina Airport
5. Neason Rd. Industrial/Office Building Reuse
6. Assured/Aggregate Operators
7. Las Animas Concrete
8. MPC Seaside Safety Training Center
9. Veterans Transition Center
10. Shoreline/Goodwill Industries
11. Marina Equestrian Center
12. MCWD Offices
13. Ord Market
14. County of Monterey Offices
15. Army Veterans Clinic
16. Army DAD Center
17. Army Housing
18. Commissary/Post Exchange
19. Monterey College of Law
20. MP/USD Schools
21. Charwell School
22. Sunbay
23. Brostrom Mobile Homes
24. BLM Headquarters
25. Military Operations in Urban Terrain (MOUT)
26. Monterey Institute of Research in Astronomy
27. Golden Gate University
28. CSUMB Housing
29. Army Reserve/National Guard
30. Marina High School/MCOE Gladys Stone School

Map Description

This map illustrates the general location of new built projects, building reuse/refurbishment projects, projects entitled, projects currently proposed, and actively planned areas since 1997.

Projects Built, Entitled, Proposed & Areas Planned Since 1997

Figure 16
Fort Ord Reuse Plan Reassessment Scoping Report

Source: Fort Ord Reuse Authority 2012, U.S. Army Corps of Engineers GIS Database 2012, Whilson Engineers 2012



LEGEND

- Freeway
- Multimodal Corridor ROW
- Interchange
- Number of Lanes

1 The modifications to the Reuse Plan adopted by the FORA Board on June 13, 1997 specify that an 80-foot wide floating easement shall be provided connecting Ryan Ranch Road to South Boundary Road and Upper Roydale Drive to South Boundary Road in the York Road Planning Area.

2 The modifications to the Reuse Plan adopted by the FORA Board on June 13, 1997 specify that an 80-foot wide floating easement shall be provided connecting Ryan Ranch Road to South Boundary Road and Upper Roydale Drive to South Boundary Road in the York Road Planning Area.

**Figure 4.2-2
Proposed 2015
Transportation Network**