



**REGULAR MEETING**

**SAND CITY COUNCIL**

**AND**

**SUCCESSOR AGENCY OF THE FORMER  
REDEVELOPMENT AGENCY**

**AGENDA  
SAND CITY COUNCIL CHAMBERS**

**TUESDAY, JULY 16, 2019**

**5:30 P.M.**

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

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Regular Meeting – July 16, 2019  
5:30 P.M.  
CITY COUNCIL CHAMBERS  
Sand City Hall, 1 Pendergrass Way, Sand City, CA 93955

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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 Council member may request that any item be placed on the Regular Agenda for separate consideration.

- A. Approval of June 4, 2019 Sand City Council Meeting Minutes
- B. Approval of June 18, 2019 Sand City Council Special Meeting Minutes
- C. Approval of City RESOLUTION Authorizing a City Surveying Services Agreement with Polaris Consulting
- D. Approval of Designation of Voting Delegate and Alternate for the League of California Cities Annual Conference
- E. Approval of City Donation/Contribution
  - 1) The Panetta Institute for Public Policy - \$500

- F. Approval of City RESOLUTION Approving and Agreement with EMC Planning Group Inc., for Professional Services for Fiscal Year 2019-2020 at a cost not to Exceed \$60,000

**7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

**8. PRESENTATION**

- A. Presentation of Certificates of Appreciation by Mayor Carbone to the Hope Crew {this item continued from the June 4, 2019 Council meeting}
- B. Presentation by Christina Granados, Partnership Specialist regarding the 2020 Census {10 minutes}
  - 1) Consideration of City RESOLUTION in Support of the 2020 Census and the Monterey County Complete Count Committee's Work to Promote the Census

**9. PUBLIC HEARING**

- A. Consideration of City RESOLUTION Approving Coastal Development Permit 19-03 for Cen Cal Restoration Authorizing a General Restoration Workshop at 1815-A Contra Costa Street
- B. Consideration of Proposed City Budget for Fiscal Year 2019-2020 and Appropriations Limit for FY 2019-2020
  - 1) Approval of City RESOLUTION Adopting the Proposed City Budget for Fiscal Year 2019-2020
  - 2) Approval of City RESOLUTION Establishing Appropriations Limit for Fiscal Year 2019-2020 pursuant to Article XIII B of the California Constitution

**10. OLD BUSINESS**

- A. Engineering and Public Works Department Summary Report including the Sand City Water Supply Project, Storm Water Management Program, City Projects including the West End Stormwater Improvement Project, Calabrese Park Improvement Project, Private Development Projects including the South of Tioga Project, and Grant, Community Development, and Planning Department updates by the City Administrator/City Planner.

**11. NEW BUSINESS**

- A. Consideration of City RESOLUTIONS for Records Management, Agenda Process and Website Software
  - 1) Approving a Contract with Granicus, LLC for Agenda Management Software and a Redesign of the Sand City Website at a cost not to Exceed \$12,000
  - 2) Approving a Contract with ECS Imaging, Inc. for Laserfiche Software at a cost not to Exceed \$33,000

- B. Consideration of City RESOLUTION Authorizing the City Manager to Execute Agreements with the California Department of Transportation for the City of Sand City to Complete a Sustainable Transportation Plan
- C. Consideration of City RESOLUTION Authorizing an Agreement with Vibeke Norgaard to Provide City Attorney Services for Fiscal Year 2019-2020
- D. Consideration of City RESOLUTION Approving a Contract with Creegan & D'Angelo for City Engineering Services for Fiscal Year 2019-2020
- E. Consideration of City RESOLUTION Approving a Contract Amendment with Liebert Cassidy Whitmore in order to Utilize the Services of Donna Williamson as Agency Negotiator
- F. Comments by Council Members on Meetings and Items of interest to Sand City
- G. Upcoming Meetings/Events

## 12. CLOSED SESSION

- A. City Council/Agency Board to adjourn to Closed Session regarding:
  - 1) Conference with Labor negotiator pursuant to Government Code Section 54957.6.  
Agency designated representative: City Attorney/Interim City Manager  
Employee Organization: Sand City Police Officer's Association (POA) and Miscellaneous Employees
  - 2) Conference to instruct real property negotiators pursuant to Government Code Section 54956.8  
Agency negotiators: Vibeke Norgaard, City Attorney and Fred Meurer, Interim City Manager  
Other parties: Richard Utic, Saratoga Capital  
Property: Independent Building; 600 Ortiz Ave, Sand City
  - 3) Conference with legal counsel - anticipated litigation  
(Government Code Sections 54956.9(d)(2) and (e(1)) (1 case)
- 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

## 13. ADJOURNMENT

Next Scheduled Council Meeting:  
Tuesday, August 6, 2019  
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](http://www.sandcity.org)

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

**AGENDA ITEM**

**6A**

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

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Regular Meeting – June 4, 2019  
5:30 P.M.  
CITY COUNCIL CHAMBERS

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Mayor Carbone opened the meeting at 5:29 p.m.

The invocation was led by Reverend Jason Yarbrough.

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

Present: Mayor Mary Ann Carbone  
Vice Mayor Blackwelder  
Council Member Hawthorne  
Council Member Sofer  
Council Member Cruz

Staff: Fred Meurer, Interim City Manager  
Vibeke Norgaard, City Attorney  
Leon Gomez, City Engineer  
Brian Ferrante, Police Chief  
Connie Horca, Deputy City Clerk

**AGENDA ITEM 4, ANNOUNCEMENTS BY MAYOR AND INTERIM CITY MANAGER**

Mayor Carbone announced that agenda Item 8B, Presentation of Certificates to the HOPE crew will be moved to the next meeting and agenda item 10A will be pulled from New Business and continued. Closed Session item 11A(2) will be heard prior to item 11A(1) due to possible conflicts.

Interim City Manager Fred Meurer announced that he and the City Attorney will be unavailable next week and that Ms. Scholink will be the acting City Manager in his absence. The South of Tioga's Habitat Management Plan has undergone reviews. On June 18<sup>th</sup>, the Council will have a session with Mr. Kimura of Avery and Associates, and July 15, 2019 is the scheduled day for City Manager interviews. The recruiter will provide his recommendations to the Council on June 10, 2019. Staff is researching a site for the interviews that will be held within Sand City.

In response to Council Woman Cruz's inquiry regarding how many applicants are being proposed, Mr. Meurer responded that Mr. Kimura is presently conducting interviews with the top 15 candidates and will present his top list of candidates. The Council can decide which applicants they would like to

interview.

## **AGENDA ITEM 5, COMMUNICATIONS**

5:37 P.M. Floor opened for Public Comment.

There were no comments from the Public.

5:37 P.M. Floor closed to Public Comment.

## **AGENDA ITEM 6, CONSENT CALENDAR**

- A. Approval of the May 21, 2019 Sand City Council Meeting Minutes. *{This item was pulled from the consent calendar and considered under agenda item 7}.*
- B. There was no discussion of the City/Successor Agency Monthly Financial Report, April 2019.
- C. There was no discussion of the City **Resolution** authorizing the Monterey County Health Department to Apply for State Block Grant Funding on Behalf of Sand City towards the Countywide Used Oil Recycling Program.
- D. There was no discussion of the City **Resolution** approving a FY 2018-19 Expenditure not to exceed \$2,500 for Services for Rob Hilton of HF&H Consultants and the Monterey Regional Waste Management District for 2019 Franchise Agreement Management and Oversight Services.
- E. There was no discussion of the City **Resolution** Confirming New Appointment of Brian Clark to the Sand City Arts Committee.

Motion to approve Consent Calendar items 6B-6E was made by Council Member Hawthorne, seconded by Council Member Blackwelder. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

## **AGENDA ITEM 7, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

Agenda item 6A-Mayor Carbone commented that the May 21, 2019 minutes needed corrections to the closed session item to indicate that Council Member Sofer abstained from voting on the Closed Session item due to the results of the straw draw, and possible conflict by residing within 500' feet of the subject property.

Motion to approve the May 21, 2019 Sand City Council Meeting Minutes with corrections was made by Council Member Hawthorne, seconded by Council Member Cruz. AYES: Council Members Blackwelder, Carbone,



Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

## **AGENDA ITEM 8, PRESENTATION**

**A. Presentation by Police Chief Brian Ferrante of Award to Officer Larry Escobar bestowed by the United States Department of the Interior Bureau of Land Management, Office of Law Enforcement and Security**

Police Chief Brian Ferrante commented that Officer Larry Escobar received an award for work he received on crimes committed in Fort Ord. Larry is a certified sketch artist in the county, a great resource for the region, and Sand City. This commendation from the United States Bureau of Land Management is a result of his work as a sketch artist. Chief Ferrante read the commendation to the audience and City Council. The Commendation acknowledged Officer Escobar's knowledge and forensic artistic talents that allowed for the apprehension of the suspect.

Mayor Carbone congratulated Officer Escobar for his unique talents in providing a composite drawing and the skills that he brings to Sand City. He has been instrumental in assisting Sand City, the County, and other jurisdictions through his artistic skills.

Council member Hawthorne commented on the value of having an artist in the Police Department and in Sand City.

**B. Presentation of Certificates of Appreciation by Mayor Carbone to the Hope Crew**

Mayor Carbone announced that due to the absence of the Hope crew, this item will be continued to the next City Council meeting.

**C. Presentation by Chris Cook and Tim O'Halloran of California American Water on the status of the Monterey Peninsula Water Supply Project, terms of CDO compliance, and other related issues {10 minutes}**

California-American Water Director of Operations Chris Cook distributed a handout to the Council depicting Sand City's Annual Desalination Production from April 2010 through May 2019. The graph displayed the plants annual yearly production of approximately 215 acre feet per year. The trend in production varies due to high total dissolved solids (TDS) levels that triggers a shut-down and inoperability of the plant. For 2019, the TDS occurred in the first half of the year resulting in low water production along with the replacement of UV bulbs, sensors, motors, and belts. This was aside from the normal clean and place maintenance that is performed regularly. He is working with Staff to have spare parts in the

inventory, as well as adding personnel costs for the work involved in replacing these items. He provided additional background information on the new well project, and is working with a consultant who will determine the optimal location of the wells and various drilling methods. The justification for a new well allows for less water consumption from the Carmel Valley Aquifer and Seaside Groundwater Basin.

In response to Council Member Hawthorne's question regarding whether the City does not need more acre feet due to the TDS or whether the City did not need more water, Mr. Cook replied that it was due to the TDS. Cal-Am's goal is to maximize its water production as any excess water would help to offset pumping from other water sources.

Engineering Manager Tim O'Hallorn provided the background of the current wells on Bay Avenue and the brine discharge. Cal-Am would install, own and operate one new well, acquire necessary permits, environmental compliance documents, contractors, and plans to begin construction by the first quarter of 2020. The cost of one new well is estimated to be \$1 million. Mr. O'Halloran also provided an update on the Monterey Peninsula Water Supply Project (MPWSP) and reported on the projects components that included aquifer storage & recovery, the Pure Water Monterey portion of the project, and the Cal-Am desalination project. He referred to the diagram that provided the location of where the pipelines would run, where the intake wells and desalination plant would be located, and the brine disposal site. The MPWSP project proposes to meet existing service area demand, serve future development, develop vacant legal lots, and provide adequate water for improved economic conditions. He reported on the MPWSP schedule and anticipates that the project may be providing water by late 2019. The desal project is at about 95% design completion and anticipates to start construction mid-2019. Cal-Am anticipates to have the desalination plant in service by December 2021.

Mr. O'Halloran replied to the Mayor's inquiry regarding Cal-Am meeting their milestones with regard to the timeline and schedule. He further reported that extra water from the Sand City desalination plant would not lower rates but rather provide for additional construction of new projects in the City.

Mr. Cook clarified that that the Cease and Desist Order (CDO) specifically indicates the plant, the pipeline, and other components. As long as the desalination plant comes on-line before the end of 2021, they would meet the requirements of the Cease and Desist Order milestone. He expects that Ms. Stedman will be sending out invitations for a groundbreaking in the near future.

6:12 P.M. Floor opened for Public Comment.

There was no comment from the Public.

6:12 P.M. Floor closed to Public Comment.

The Mayor thanked Mr. Cook and Mr. O'Halloran for the presentation.

## **AGENDA ITEM 9, OLD BUSINESS**

### **A. Engineering and Public Works Department Summary Report comprising of the Sand City Water Supply Project, Storm Water Management Program, City Projects including the West End Stormwater Improvement Project (Prop 1 TA), TAMC Parcel Landscaping Project, Calabrese Park Improvement Project, Prop 68 Grant, Private Development Projects including the South of Tioga Project, and Grant, Community Development, and Planning Department updates by the City Administrator/City Planner**

City Engineer Leon Gomez reported that the West End Project was discussed and still ranks as the 2<sup>nd</sup>/3<sup>rd</sup> project in the region. Based on the recommendation by the Monterey Peninsula Water Management District, they advised to segregate the project by street so that project submittal would be considered as a full project. Staff is working on the project information in anticipation of the meeting scheduled with the Department of Water Resources. A short presentation will be presented to the Council to gather Council direction regarding the project. Mr. Meuer added that estimated costs will be considered as part of budget projections for the City's capital improvement plan for street improvement projects.

Storm Water Inspection and Maintenance Services (SWIMS) performed the bi-annual inspection of the interceptors and percolation systems. The report indicated that everything was good. The City Engineer's office has been in contact with the South of Tioga applicant regarding preliminary resubmittal of materials that included an updated traffic memo, geotechnical material, site exhibits, and the pavement structural sections. They should come back with updated submittals sometime in June. Mr. Gomez thanked City Attorney Norgaard with her assistance on the updates of the encroachment permit application. The new permits now contain certain provisions, updated ADA language, and other protections that were not included before. Mr. Meurer added that this update was essential in dealing with the encroachments. This involved extensive research in tying the City's codes with each piece of the City's infrastructure.

Mr. Gomez explained that the encroachment permits is a much better application, and is more complete and thorough compared to other cities. San Juan Pools submitted an application that is currently under staff review. The applicant was asked to perform corrections to their site BMPs which they completed within 24 hours. An addendum was executed on the subrecipient agreement for the Calabrese Park grant. As of Friday the amendment was submitted to the County of Monterey.

Mr. Meurer commented on the habitat that now belongs to the City and spoke to future asset responsibilities when the City assumes responsibilities from a developer. He reported on the proposal/application for a rock gym. This is not the same rock gym that was previously located in the area. This firm has operations in other cities and the rock gym will be co-located in the same building as Camp Transformation. Project concerns would involve raising and raising the roofline of the building. There is no code specifically related to parking demand, and a factor is currently used to determine parking conditions.

Mr. Meurer provided an explanation to Mayor Carbone regarding how the parking requirements are determined per the City's code. She also received clarification regarding contractors licensing as required on the encroachment permit from City Engineer Gomez. Private development payroll does not need to be monitored; however, public development projects do require payroll observation.

**B. Discussion of Sand City Public Safety Services (this item continued from the May 21, 2019 Study Session)**

Mr. Meurer commented that no decisions need to be made tonight. This item was a study session revolving around the public safety program to better understand how, what, and why for the cost of performing services. The question is: *can this cost be sustained for the long term, and will the City have the resources to do it along with the number of growing things the City needs to do.* There was a lot of public comment on this item at the May 21, 2019 Council meeting. The questions are: *what public safety services are you receiving and are those the services you want? Are there services you are receiving and do you want to receive it? Are there police services you are NOT receiving and would like to put into the portfolio?* There was talk about consolidation and elimination of the department and so on. The process, should the Council decide to consolidate services would involve a multi-year process, considerable amount of research, review of personnel issues, and an analysis. If at the end of tonight's meeting should the Council decide to direct Mr. Meurer to conduct an analysis, it would be painful, cause consternation, and would be a difficult process, and any action decided upon should be done prior to the hiring of a new City Manager.

After discussion with the Council, Mr. Meurer contacted three cities (Seaside, Monterey, and Del Rey Oaks) to look at how public safety can be improved collectively. The cities would like to discuss 'it' as long as they know what 'it' is. He has not received any bids, and the city is not asking for bids. Should the Council direct, he will approach the City Managers to see if they are still interested in any discussions. This would have implications and repercussions within their City Councils as well. The Fire Contract was done collaboratively with the Fire Union, and during that consolidation no one lost their jobs. If the Council decides to talk about

consolidation, it will take time and you may conclude at the end of the analysis that this remains the way it is. After hearing the public comments and discussions, the Council can make a decision to formulate a plan on how it should be done. It should be transparent with the decision to move forward. Currently there is nothing to approve and Mr. Meurer requested Council guidance.

6:40 P.M. Floor opened for Public Comment.

Sand City resident Barney Cullen commented that he missed the May 21, 2019 council meeting and may have had a misconception of what was really happening. He opinionated that he does not want to see the police department terminated. They do a good job and he feel's safe in the City. The crime rate on his side of the City seems fairly low, and without the police department could be very different. If it is a question of finding the money to pay the police department, there are certain things in the City that could change. Although he loves the West End Celebration, he does not mind seeing it leave if it would save the police department. This is just a suggestion.

Sand City Resident Brian Clark noted that he just received the budget on the day of the study session. According to his on-line research there are no lack of existing cities and/or counties that have already consolidated police services. The San Mateo Sheriff's department provides services to six cities. He had forwarded the 2018 and 2019 budget to the Council earlier, and like any business the Council should analyze yearly how business is doing. Looking at Corte Madera, Larkspur and San Enselmo who had consolidated in 2013 and a populace of 35,000, they have a police ratio of 1 officer to 688 people. They also have schools, hospitals, the Larkspur Ferry, and Sir Frances Drake with over 100,000 cars a day, and a main thoroughfare of Highway 101. The chiefs of police of those three cities got together to explore how they can all save money. In comparison, Sand City has no schools, no hospital, very little restaurants, and a small grid of roads. He does not understand how Sand City could have 1 police officer for 33 residents. Looking at the crime rate data for the past 10 years, it shows that a majority of crimes involved petty theft. The City has the highest ratio of 1 police officer in California. Pacific Grove which is the safest city has a ratio of 1 police officer to 607 residents. Carmel by the Sea is approximately 1 to 207. There is no correlation between the rate of crime and number of police. Seaside spends more time not driving into Sand City because it is not within their perimeter. Statistically we are an outlier in the State of California.

Sand City Resident Kayhan Ghodsi inquired of the Council where did this idea come?

Council Member Hawthorne replied that this is basically a study. A study to see the City's cost.

Mr. Ghodsi asked again where did this study come from?

Mayor Carbone answered that this was asked for from one or two of the City Council members when they started to look at the budget.

When Mr. Ghodsi again asked “why”, Council Member Hawthorne clarified that the budget was reviewed so that the City does not go broke and run the City by the seat of its pants. The budget was reviewed to basically see the future of the City and how to make ends meet.

Business owner Mike D’Aquano asked that at one \$1 million dollars per well, who is paying for that? The Mayor answered that it would be Cal-Am. Mr. D’Aquano continued his inquiry by asking ‘are they (Cal-Am) spending all the money, or will the City be paying for the desalination and pipelines?’ The Mayor responded that it is two different items. The discussion is about the proposed desalination well that Cal-Am will be drilling for the Sand City desalination plant.

Mr. D’Aquano asked whether the City has expenditures for what Cal-Am is doing. Mr. Meurer responded that yes and no. When he arrived, Cal-Am was proposing to do the wells. There was approximately \$1.7 million allocated in the budget to do the wells. After reviewing the budget, the Council decided that the City would approach Cal-Am to drill the wells, which they agreed too. The City is now in the process of negotiating the agreement where costs already spent can be recovered.

Mr. D’Aquano confirmed that this item is in relation to the item and budget.

During the budget review process, Mr. Meurer found that there was a negative of \$1 million in the operating budget. There was a hope that funds could be borrowed rather than spending the money in the reserve funds. The City Council decided that if Cal-Am could pay for the wells, then the City can allocate money for streets and other capital improvement projects. The Council would best determine the amount of money the City uses per year for operating costs and capital investments, and the maintenance and operation of the assets the City has. Mr. Meurer remarked that there have been initial negotiations and an agreement.

The City Attorney interjected that due to the issue regarding Cal-Am, this subject does retain some confidentiality, and confirmed that negotiations are in process.

Mr. D’Aquano added that if there are 33 people per police officer then why does the City need all this water? Is Sand City going into the water business? You are looking at the budget versus the Police Department.

Sand City resident of 30 years Susan St. John commented that if you are going to bring 200-300+ citizens into the City and reduce the police department, it would be counterproductive and does not understand the

decision making process. We need police. She feels safe in the City and adding to the population and reducing the police force makes no sense.

Mr. Kayhan Godhsi added that the Council will do whatever they want to do, but a majority of the citizens will not be happy with them, and now they know. Whoever woke up in the morning and decided to cut the police will be sorry because it is not a good idea.

Sand City resident, Mark Johnson commented that he is a new resident and does not have the 30 year history of living in Sand City as some people have and recognizes that. One of the reasons he came to the community was because of the protection that the City has. The Council has not answered the man's questions and again, he inquired of the Council, *'whose idea was it to implement this study'*.

Council Member Sofer answered that it was her idea because she looked at the 'pie' chart and at the large part of the red and asked what it would take to find out for sure where the city would stand in the future. She stated, "It is my responsibility sir and I agreed to that when I was elected."

Sand City Police Officer Dan Charlton provided clarification to one of the comments from a speaker who referred to 33 people; he knows that's the Council are all educated and that there is not 33 people per 1 officer. The numbers never seem to reflect the reality of the population of the City. Again, most of you have lived here longer than him. He knows that the population can be huge and the numbers are pretty close to other cities. For all the community members that are present, they all know it's not 33 people.

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

Interim City Manager Fred Meurer commented that upon his recollection when discussions were initiated several weeks ago, the Council will hear numbers from himself, the Chief, from a lot of people in the audience, and recalling not to believe any of the numbers since numbers are data points and indicators. You have to take the realities of your community and decide what are the threats and the needs. The gentlemen who spoke in terms of using the FBI ratios per 1,000 are the ratios the FBI publishes and are national averages. If you apply those averages to Sand City, you come up with the numbers. As everyone knows that is the resident population; however, Sand City also has a business and West End population. If the Council instructed Staff to move forward Staff would need to tailor the analysis to Sand City and what the city's demands are. Every City has its own big event and possesses its own unique personality. City professionals have their own separate views also, and may disagree on some issues. Those opposing issues will come to the Council and the Council would decide which way they would like to proceed. Sand City has a good police department and there has been no utter criticism of the department. Everyone is happy with the people. The

Chief has done a great job of attracting people from other departments and we are a great receptor when other people wanted to leave their former departments. The numbers, if the Council decides to move forward will need to be tailored to our reality, and if the Council were to form a partnership with somebody, that would all be taken into account. There is no way that there will be no police in Sand City, and no scenario that that is going to be the case. Mr. Meurer explained the scenario to a response when waiting for someone to respond from another City. He continued that there will always be someone here to respond to a call. The quality of the coverage was increased by joining together, and even reduces the response time. Would that happen to the police? That remains unanswered because the City has not looked at it. It is anticipated that no one will be losing their jobs. There is a huge amount of turnover in police departments. It is not going to be black and white. You will not be doing anything that will save you millions and millions of dollars. Fine tuning it would be for the Council to decide. As Council member Sofer mentioned, she was one of the City Council members who asked to take a look and to ask basic good governmental questions that they were elected to ask. It takes a lot of courage to run for office and ask hard questions. The mark of a good council member is one who does not care if they are elected or not, as long as they do the right thing. The project that is coming on-line will increase the population. The City is working with the developer to put a tax in place that would allow the City to increase the size of the police force that would address the additional demand that would be generated by more residents as well as a hotel.

Mr. Meurer questioned the daytime population. If he counts the parking spaces and multiplies the parking spaces times 2, he would have a good indication of the daytime population. These are the things that the Council will try to answer for the public. It will be uncomfortable for the police officers, and the organization. Feelings have already been hurt and it will not go away regardless of how the City Council would like to proceed tonight. There will still be residual hurt feelings. If the Council gives guidance, it will be done in a professional manner in as much collaboration with the police officers and union representatives as they would allow. There may not be any partners who may want to go to the 'dance', and it may cause them grief as well. Monterey is questioning if they can raise their TOT to 4% as they look at their PERS. That is another question: what are the PERS impacts by doing something like this. If directed by the Council to move forward with an analysis, a scope of the analysis would be presented to the public for approval.

Council Member Hawthorne commented that before anyone else throws Council Member Sofer 'under the bus', these are questions and something that the Council has to look at. It is the Council's job to look at the whole picture. The police department is great and there is no one here that does not think that they do not do a great job. It is not a problem yet, but we have to relate to the fact that this cost the City so much money. It is the biggest line item. It is 44% of the City's budget to retain the ten officers the



City has. We are not like Monterey who has a \$120 million dollar budget. Sand City is less than half with an approximate budget of \$8 million. It seems like Sand City is rich and is analogous a guy who may appear rich but has a lot of borrowed money. We are a solid City and do not want to make decisions because we are broke. It is like Mr. Cullen mentioned to get rid of the West End and annual barbeque to keep the police. There is not a lot of benefit to that. Sand City does not have child care, a civic center, a school, park, or library. The Council would like to find out how to make the City look better by burying the lines and making improvements to the streets. We do not want to take the services away. We do not want to eliminate the police; however, the City will be losing \$850,000 in 2 years. That is a big chunk and is 12-14% of the City's budget. The City receives tax revenue from the big stores and it goes to pay for one item. We are not working against the people, but as a team for the public.

Mr. Hawthorne reported on the Fire Departments efficiency when they responded to a fire in his building. It took the Fire Department 8 minutes, and they put out the fire with very little damage to his building. Everyone thinks it is going to be terrible for the police and everyone. Maybe it would be better to have a regional 'thing' with Chief Ferrante running the whole region. This may be a good thing but we don't know that, and that would be dependent on a study. The Council may come back and find that this police department is the most functional thing that the City has. The business owners presented tonight, you have to look at the future. The Council is here to study this and there is no truth that the Council is against the police department. The City has the most qualified police in the whole County, but we have to take a look at the whole thing and to come up with solutions.

Mayor Carbone stated that Mr. Clark commented on the statistical ratio of 1 officer per 33. The Council heard from the City Administrator that it is just numbers. We know that the City does have 2 major shopping centers, and is the regional shopping hub. We do have a daytime population of many visitors to the City, and the number I do not know. The stores along with the beach do bring unwanted elements such as shoplifters, and individuals who go to the beach partying. People come from out of town, not only when the weather gets hot but also to find a place to hide on our beaches. The Council has heard from the business owners who are satisfied with police services. We have heard from a resident, Mr. Difede commented on how safe he and his wife feel in the City and also mentioned that the City had distributed a flyer when there was the issue of marijuana dispensaries a few years back to receive resident's public comments on what they wanted. He also mentioned that no one sitting at the dais are residents and if we do not keep the police, the Council will be voted out at the next election. This was kind of hurtful. As Mayor she has been delivering to residents and to kids at Christmas, has helped with the food bank, and for several years has been doing things with the residents, such as giving children rides to the doctor and to the hospital. As a City Council Member she has been here for the residents and it invoked hurt

feelings along with the police department's door being shut the last few weeks, as well as not hearing a word from anyone there. As the Sand City family, feelings can be hurt and will those be repaired? She does not know. Mr. Aiello who is retired from the district attorney's office commented that if Sand City cannot afford to pay their police, let them be absorbed by the adjoining city. The Council does not need to hear smart alec remarks or wise cracks, but rather to find a solution together. As a resident for 32 plus years she agrees that the City has a great police department and has stood behind the police department when two different previous City Managers wanted to dissolve the police department. She sleeps well at night and does not need to lock her door. When her daughter is in town the officers ensure that she is safely home. Sand City has the best. The Council did hear from the businesses, and we are sitting at the dais, either elected or appointed to represent the City, for the best interest of the City, and to ensure that the City businesses and residents are protected and that they have police and fire services; but the Council is also responsible for the City finances and to ensure that we can pay for our employees, and to keep the lights on at City Hall. She requested that the Council members be frank, to speak freely, and would like to hear all their comments tonight so that the Council can get past this evening, and see where the Council would like to go. In addition, the Council needs to analyze this situation. Back in 2016, the Council did hire additional officers to cut back on police department overtime. A question to Chief would be *'how much overtime have we cut down on?'* Some of the services such as the SRU response unit program that the City became involved with has Commander Graziano involved. The program and the position was supposedly created to cover sick days, and to cut back on overtime.

The Mayor asked that the rest of the Council speak.

Council Member Cruz commented that being the newest addition to the Council, she may not necessarily have the experience; however, coming from a business background you have to look at everything as a business, even your own personal finances. You have to look and ask what makes sense? If we look at the City's budget, we not only look at the expense of the police, we look at every expense and every revenue, to ensure that the City's budget makes sense, not just for today but for years beyond. As a citizen of Sand City for just under 20 years I will say that I feel safe here, and I like living in a safe community, which is what brought me here. I lived in Oak Hills for 27 years, and did feel safe out there. When I moved out here, there was a huge sigh of relief because in Oak Hills I was under the sheriff's department who had a good response time, but in Sand City, I feel that I can yell out from my back deck for the police department if I wanted too. That speaks a lot to me as far as my peace of mind, and being able to stay calm. My other concern is what another citizen brought up. We are at a pivotal time in the City of expanding. We do not even know the repercussions, and what will happen beyond that with the additional shoppers and visitors. I question the City's stability, and changing the foundation at this particular time. I do have strong feelings

on both sides of this, as a citizen and City Council member. As a Council member I understand that we have to be concerned about the budget and losing the \$850,000, but it is not one piece. It is not just the police; it is all the expenses, even though it is the biggest percentage, there could be other pieces of it, other finances, fees, and taxes that we discussed increasing. Whatever those other pieces are and where they are, the City should be able to say we are still fiscally responsible, and that those things are important.

Council Member Blackwelder commented that he has served on the City Council for over 20 years. The Council has a lot of goals with some of those goals displayed on the wall showing what has been accomplished, as well as memorandums of understanding for the ability to develop on the beach. The City does not have any of those hotels that it has planned on having by now which has been in the making for almost 20 years. The Ecoresort just received a permit from the Coastal Commission after 20 years and \$20,000,000 dollars the investor expensed to obtain approval. Now the developer will need to bring on another partner and is looking for an additional \$47 million dollars to begin development. I am not a believer in tearing something down just because you are going through a period of distress. The City has had periods of distress, and has lost a lot of the people that have made up the wall displaying the accomplishment of great things. People such as Kelly Morgan as the former City Manager, Jim Heisinger as City Attorney, Steve Matarazzo, as Community Development Director, the former Mayor Pendergrass, and Mary Ann. These people had a vision of what the City could be and it has taken a very long time. I consider the police department as one of the pillars of the goals we had for the City. A police department like Sand City's is able to patrol the City's local coastal area. During the presentation they showed aerial photos that cruised over the sand dunes. There were zero encampments. There were photos that depicted a big hole in the concrete, and the police had to figure out how to get into that hole. You don't ferret these people out with a drive by from Del Rey Oaks, Seaside, and/or Monterey, and having 1 officer per 33 people, does not mathematically compute. Life isn't just about equations and math. There are real life things going on and different situations that have to be dealt with strategically.

Mr. Blackwelder explained the philosophy analogous to broken windows and being able to clean it up in order to maintain a pristine image of your City. When someone looks and sees broken windows they think you don't care, and start breaking and entering. The City has been very diligent in 'cleaning up'. Proposition 47 has allowed criminals onto the streets and have classified certain crimes as offenses. He expressed his belief on the importance on the type of policing it maintains within the City even though the City is small. Sand City does not have a large expansive area like Seaside. He spoke to heart attacks and getting together to form a disaster plan so that the City has neighbors responsible for their area in the event of an earthquake or other disaster.

The residents agree as a community to support each other, and cannot see getting rid of the police department. He has also been receiving volumes of insulting emails. A majority of the conversations are insulting, stating that the Council does not have original ideas, that lifesavers have calculated everything for us, and all we have to do is sign on the dotted line. The terminology they use is very demeaning and it seems like a cabal is happening where a group of people are just zeroing in and crunching numbers, and believes the Council to be mindless minions that have no concept of their own. The city is in the middle of so much going on, such as the search for a new City manager. The thought of turning the whole City inside out by looking at the police department was completely asinine to even bring up.

Council member Sofer remarked that she did bring it up because when she ran for office she decided to do the job, what it took, what the job was, and what it entailed. All she did was ask for an explanation. It never came from her mouth that the Council wanted to replace the police department. Some of the nonsense has been passed around, and the bias she has been accused of was just disgusting. However, the public is entitled because this is the public process and when someone decides to be on a City Council knows what they are going to be subjected too because they are impassioned about what they believe in, that is a good thing. This actually has been an extremely healthy process no matter how hard it has been for all of the police, because their jobs are not threatened. They were never being threatened. She is very sorry about all the rumors and is in disbelief about the rumors. As professionals, she expressed her disappointment to be a member of a professional crew that would allow rumors to take over. She has gone to the police department as they requested her to do, and sat down with 20 armed men in a room, and would be damned if she were to be intimidated by anybody in this room or anywhere else. The day she went to Officers school she was told that she was not one of the boys anymore, and no longer one of the Clan. She is a leader and leaders will get shot at, but did not realize how literally and for how many years that would be. So you do your best and the public should bring their passion in here because it is the right thing to do and the Council is committed to be on the receiving end of that. It is our job. She does not care how unpleasant it is, but is going to be responsible the best way she can find for every single person in the City because that is her nature and because she took on the job. If you do not like her, do not vote for her. She does not have a problem with that, and cannot be biased. She has not heard everything she needs to hear, and has not had the opportunity to read all the reams of emails she received from a group of people who feel very passionately that we can only have art or a police department. She does not understand where the notion came from that you cannot have more than one thing in the City. Who is so narrow minded that the Council cannot be intelligent enough to figure out how to maintain the things lost? The proper thing to do in the first place would have been to sit and listen to the police presentation. She is

brokenhearted that those people who were impassioned to say all the stuff the police department does were not present for the study session. It was a great presentation. She can assume responsibility in her position, and to be the leader she was meant to be, and does not believe any of the police officers would try to pull her over and intimidate her. Not one of them has ever mistreated her in any of the conversations she has had about this, and has not felt intimidated. The only thought she has is why people were not in here listening from the very beginning and listening to everything. Her argument is why any person working in our police department right now should worry about their job. She has never thought that, and if the public had to beat up on someone, she is not afraid. However, the Council should entertain dialogue on this.

Council Member Sofer asked whether anyone in the audience trusted her. A few audience members replied positively. She concluded by stating that what you give is what you get back.

Council Member Hawthorne added that Council Member Sofer brought up some good points. When people comment that you have to go this way, then go for it. As you know the Mayor, puts in so much time. She gets no overtime pay and spends a minimum of 40 hours a week going to meetings and attending events which is the most incredible thing you have ever seen. The Council spends quite a good amount of time, a lot more than you think, but nothing like the Mayor and to throw darts at her or to say that you are not going to vote for her; then you take over her job. People have no idea how much time it takes. All the people here, the Council and the Mayor contributes to the City. You (people in the audience) can just volunteer and go for it because you have no idea how much work it is. The Council does not get one number from one thing. The Council gets numbers from everything and to intend to do the best for our citizens here. The Council was doing a study to see how we can balance everything out, and make it work for a long time because you would be disappointed if we spent all your money and your City goes broke and we can no longer have a police department and must shuffle services immediately because we do not have money for this and that. The public would scream at us accusing us that we did not do our job. That is what needs to be understood. It is not one of our goals to get rid of the police department or to destroy the City.

Council Member Blackwelder suggested going for a ¼% sales tax as soon as that's available. This issue of a regional study needs to come from elsewhere, but until that day which will not be tomorrow; the City needs to get on the business of looking for a new City manager. It would be nebulous to spend money for a study, without knowing what that would entail. It is disconcerting to receive emails regarding 1 police officer for every 33 residents.

Mayor Carbone agreed that the City should consider placing a ¼% tax in 2020. Regardless, you cannot instill a tax and say that it's a magic number

and make up the loss of \$850,000 in the future. The Council still needs to have discussions to decide if the Council would like to direct the City administrator at exploring alternatives. When we do have a hotel come on, we may need to sub out to another City for additional officers. We may need to look within departments at the services we provide and the scheduling of overtime. Do we have enough officers and what is it exacty? Years ago when former Council Member Kruper was in office, there were regularly scheduled Public Safety Committee meetings and the committee looked at the issue of overtime in the police department, analyzing the police department, and whether there was a better way of making it work. He researched overtime two years ago, and the question is '*is the overtime decreasing?*' she did not get asked for pie charts but did get many emails today. Due to her busy schedule, there was no time to read all those emails besides trying to retain some of her sanity. It takes time to concentrate, read them, and to digest what is being said.

Mr. Meurer interjected that a number of Council members have referred to a number of emails that have been received with no opportunity to read and digest them. He realizes this item has been continued once, and there is nothing wrong should the Council decide to go to the pain of having something like this on the agenda again. There is absolutely nothing wrong in continuing this item to the next session. The Council should read all the material they have received. Think about the notes you have taken and then come back to the next Council meeting with your individual motions and discuss whatever it is you decide to do. He expressed his concerns that each of the Council received materials they have not had the chance to look at nor read. He would be remised to encourage the Council to make a decision without reading everything that the public sent to them. If you decide to move the item to the next meeting, do not open for public hearing, do not ask for staff reports, and make a decision based on what you know, not just whatever is on your mind, and determine whether you want to do an analysis or check on consolidation. He expressed his discomfort to Council on making a decision with information they have not had a chance to review.

Blackwelder expressed his concern that this information is coming from a professional, and if you were to evaluate what the Council were doing, it would seem that you would have some policing professionals come in and analyze our City, the needs of the City, and then present proposals. For the Council to make decision based on residents who Google information about policing seems ridiculous and unprofessional.

Mr. Meurer remarked that he is does not know what each Council member may have received, and is not suggesting the Council act on anything specifically to what they have received. The Council has material that they have not read that would better inform them to make a decision; which could be any decision. The decision might be a motion from the Council that you are all happy to put the issue to rest, and discuss it no further. The Staff needs some definitive guidance expressed in the form of a

motion that the City Council says, "Staff, we request you go forward". I do not disagree; it does require a professional analysis. Might we want to get outside professional support? You might. You have a good chief that would provide input. There are other chiefs of police that he has respect for that would provide input as part of the discussion should he be directed to have those discussions. Right now, he is not going to have those discussions because that would be freelancing. He would not contact a City manager who may be willing to talk until there is a motion to determine exactly what the Council wants him to do or not to do.

Council member Hawthorne added that Council Member Blackwelder has a good point from the perspective that the City does need professionals to look at this issue, not the citizens, not the police, not anyone, or even the Council. They would look at this thing, give us the numbers and the statistics, and provide scenarios should the City do this. If another City were integrated here, what services do they offer, and what kind of different services would they have to offer. Would it be possible to seek a study and the Council can compare the results of a study?

Council Member Blackwelder commented that should another city think it is a great idea; Sand City will lose its sovereignty and no longer have the say on what happens in the city. That is why we make our own policies and MOU's, and try to take care of the citizens that live here, the people who shop here, and who come to the beach. The Council makes sure they are safe. The interim city manager's time is limited and he has been working on tightening the internal things within the city, which is phenomenal. To get him on a feasibility study on other agencies seems in haste, especially to work from a position of having to pass it on to another City manager when the clock is ticking, and the future is a new City manager.

Council member Kim Cruz suggested that the Council conduct a budget study session before taking any action on one of many pieces. She pointed out that the budget is many many pieces. Maybe there are other things that are affected and ways to deal with this, and bring us something that would be sufficient and everyone is happy. The Council should do a deep dive on the budget first and try to figure out if this is the avenue we would like to pursue rather from a perspective that the clock is ticking and a decision has to be made.

Council member Sofer agreed with Council member Blackwelder's comment that there have been a lot of changes within the City, a new City Council, and other issues. As she is listening to comments from the public, it almost seems like a public referendum that needs to be on the ballot next year, regarding how the public feels about the police, how the public feels about not having their police, as well as having more than one thing, and more than just police. The Council has a lot of things they want to do. How can we make this thing work and be able to see the nuts and bolts on how to make this work. She requested that Chief Brian Ferrante

express his opinion on this issue.

Police Chief Brian Ferrante commented that a lot has been said regarding all the emails received today, is a little troubled by the emails, and spent some time responding to them. He referred to one portion of an email due to its appropriateness to the conversation at hand. Chief Ferrante thanked Mr. Clark for some of the comments he made. The study session became very awkward due to the level of hostility and emotion that was presented on both ends of the issue, discussion about rhetoric, and so on. It was brought up during the working session that the things people were saying were emotional, trying to call out a few people and was really inappropriate. Although the community comments were hard to hear, they still provided quality perspective regarding the feelings on both sides of the issue.

The City saw much of the same type of emotion during the public period surrounding the proposed South of Tioga project. In the end, the project became better for it and the rhetoric did not derail the process but rather became a valuable part of the process. He commended Council member Sofer for standing up and saying that she was willing to take the heat and ask the tough questions because they are good questions to ask. He believes that the issue resulted from a big budget expense, and the question is "can we afford it". Upon reviewing that, it progressed to the next level and what it would look like if we contracted this out. That is when things progressed out of proportion. He does not want anybody to feel that the officers are against them, or the community is against them, or that the officers are for them. The Council obviously has a very important responsibility to the community to do the right thing for the right reasons. He is very close to the issue and not to say that he is not biased because he is. As a straight shooter he is not going to sell you a product that he does not believe in, and he absolutely believes in this product. He has been around policing for almost 35 years and has spent most of his adult life in and around policing.

Sand City has an exceptional police department. At the study session he provided the Council a brief history of his background, units he has served in, the things he has done, and positions held. His last agency was with the San Jose Police Department and it was a very good agency with the opportunity to work some really prestigious assignments that required a lot of responsibility. It has made him who he is today. Those assignments included SWAT teams, undercover units, and homicide units. During his tenure he sat down only one time with his units and said, "look around at the guys sitting next to you and remember this moment because it is not always going to be this way." It is very difficult to find one unit in one place at a point in time where you can count on everybody there and know that everybody in the unit will pull their weight. The officers are well respected and they will always get the job done. It was the one time in 28 years with the San Jose Police Department that he made that comment. It was a very good unit that went out and tracked the worst criminals in the city.



The criminals were very dangerous and posed a higher risk and the officers got the job done. When he came to Sand City, he sat down with these officers and asked that they look around because what they have here is special and needs to be appreciated because it does not happen everywhere. The quality of our officers and work that they do is special. It would be a terrible mistake to contract out the police department because he believes in the product, and the people we have here. Seaside does not have the capacity to police Sand City. They do not have the numbers, are understaffed, do not have the ability, and are barely keeping above water for their own agency. To ask them to come in and magically take care of Sand City is not going to happen. Del Rey Oaks is even smaller and would have to double their capacity overnight.

One of the issues of policing is community relationships, what people of color warrants, use of force involvement, and other things. However, the number one issue facing policing is the recruiting and retention of quality personnel. It is not sexy or a big thing that makes headlines but remains the number one priority. Recruiting quality personnel and retaining the personnel you have is the number one issue. To have Del Rey Oaks magically double the size of their agency to come over here and provide quality policing is a dream. Seaside who is arguably the more respected better established agency is down nine positions. Staffing is authorized for 40 personnel and they have 31. They cannot find people to hire who can make it through their training program. Finding quality people is slim and finding an agency with the quality of personnel that we have, in my mind may be impossible. If this whole thing fell apart and the Council decides to contract out, and he needed a job, he can find another job. The officers present here and serving Sand City are people that other agencies would recruit. They would have people knocking on their doors and would have jobs elsewhere. The issue is they want be here, in this community, and they want to provide the services to these people. They support you and you support them. They want to work in Sand City because of what we have here. They want to be here because this is a great place to be and they can provide the services you need.

In response to Council member Hawthorne's question regarding the City of Monterey, Chief Ferrante replied that they provide the same number of officers we already have, are paid higher, have a higher unfunded PERS liability, and greater departmental liabilities than Sand City has.

Council Member Hawthorne added that as Council Member Cruz mentioned, we need to look at the whole budget, not just the police department, and see what we can do with the whole budget. Not to just focus on police, but break it down, understand the entire thing and bring it back. Maybe even move the budget to make things happen, with the approach of making adjustments also. There are a lot of variables. This makes for a better police and city when we judge it for ourselves. When we look at the budget, identifying one spot will not solve the problem, but as Council Member Cruz commented, the Council should approach this as

a business and to conduct an analysis. This is something we need to do as a City Council.

There was applause from the public.

Meurer suggested that the next item lays out a schedule for a study session to see if this is where the majority of the Council would like to go, and possibly put this item on hold for now. Chief Ferrante put together a good synopsis and although expressed his disagreements, can provide the information at the appropriate time. He suggested that the Council table this item, take up the next item that addresses the study session, and lays out the schedule listing a number of future meetings.

Council Member Blackwelder agreed that the Council should examine the budget. The officers are under a lot of stress as well as their families. They have asked if they should start looking for other employment. He asked that the Council take into consideration that prolonging this item would not be helpful.

Motion to table this item until the Council has reviewed the budget was made by Council Member Sofer, seconded by Council Member Hawthorne. There was consensus of the Council to table this item,

## **AGENDA ITEM 10, NEW BUSINESS**

### **A. Discussion of City RESOLUTION Approving the Application for Statewide Park Development and Community Revitalization Program**

City Attorney Vibeke Norgaard commented that the resolution for the grant application needs further legal review and requested that this item be continued to the June 18, 2019 Council meeting.

There was consensus of the Council to continue the application for Statewide Park Development and Community Revitalization Program.

### **B. Consideration of City RESOLUTION Authorizing Continuing City Expenditures and City Operations for Fiscal Year 2019-2020**

Meurer commented that since the Council will be going into more depth to study the budget, the memo lays out dates that would include a study session prior to the Council meeting. The budget will be presented as staff knows it then. There is \$450,000 dollars in this year's budget which may potentially be spent to buy down the PERS long term liabilities. The Bartel Presentation will give the Council an analysis of what that means for the long term, the value of spending the money now, versus allocating it towards road improvements, and/or doubling the PERS liability next year. The PERS liability is an issue, and this meeting is a presentation on the results of the actuarial study.

Mayor Carbone explained that the time for the Bartel Presentation would change to 2:00 p.m.-4:00 p.m. due to the Council Chambers being occupied by the Community Human Services meeting earlier that day.

Mr. Meurer continued that the staff report also indicated the upcoming Budget/Personnel Committee meeting, and Special meetings. The budget meeting should address the questions regarding overtime, PERS, street improvements, and other issues. The City should also consider investing in the professional development of the City employees each year to make them better employees. He recommends that the Council adopt the resolution to continue City operations until the 2019-2020 budget is approved.

8:17 P.M. Floor opened for Public Comment.

There were no comments from the Public.

8:17 P.M. Floor closed to Public Comment.

Motion to approve the City RESOLUTION authorizing Continuing City Expenditures and City Operations for Fiscal Year 2019-2020 was made by Council Member Blackwelder, seconded by Council Member Hawthorne. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

**C. Discussion for the Proposal of Murals and Possible Council Action to Allocate \$5,000 of Sand City Art Committee Budget Funds with a Private Donor Match of \$5,000 towards a Mural Project**

Interim City Manager Fred Meurer reported that the Art Committee put together a concept for a mural program to decorate or improve the visual impact of various buildings within the City. These buildings are not owned by the City and permission of the building owner must be obtained in order to do this. The Art Committee has \$5,000 left over in their budget for this year with a member of the Committee offering an in-kind donation of \$5,000 to support this program. In the draft budget, there is a \$10,000 recommendation for the Arts Committee budget for the next fiscal year. Also provided is a sample release form that would obtain permission from the owner. The City does have an existing arts process and a flow chart on how this would be approved. The agreement would provide some protection and the Council would have an 'opinion' as public art does get controversial.

City Attorney Vibeke Norgaard added that the sample release form is currently under legal review and will need major revisions.

Mr. Meurer spoke to the agenda process and how information is received by the Council. Staff is trying to put together a much more structured agenda process that would involve items that have not undergone the

review process to not be placed on the agenda. This will also allow the City Attorney time to review and make any necessary changes.

Council Member Hawthorne added that there is already \$5,000 in the budget and that \$5,000 will be donated. City Attorney Norgaard explained the process of the City's purchasing policy procedures regarding the amount the City Manager may approve, the use of public funds, and best value purchasing function with regard to public bidding.

Mr. Meurer added that he is putting in a recommendation in the budget for a façade program to encourage property owners to do something about the front of their buildings. A second recommendation would be \$20,000 for a 'fix-it' program. This program could be used to assist people who do not have the resources to do basic repair of their homes. The City could do it a number of ways such as grant with return of the money to the City upon sale of the property.

Council Member Hawthorne requested Council direction on the mural program. Council Member Sofer spoke to the mural project with regard to property owners preparing their buildings as a canvass, and the façade program. She expressed her concerns that the City does not want to inherit the side of one wall of every building in town, or to have the City be responsible for the upkeep of the building.

Mr. Meurer added that if the Council would like to make this linkage they can. At this time, Mr. Hawthorne would like the Council to approve a mural program, and allocate the funds currently there and donated to the program. The City Attorney is drafting a set of rules on where and how you make that investment. Separate from that is another recommendation for funds to be allocated towards the façade of the buildings for the front of the streets.

Council Member Sofer expressed her concern regarding liability and having City staff maintain the upkeep of the murals. Council Member Hawthorne remarked that the contract would specify that the City will not be responsible for the upkeep of the murals. City Attorney Norgaard commented that the agreement would be structured to address these concerns.

Mayor Carbone explained that the agreement will be reviewed to include graffiti proofing, upkeep, and the length of time the mural will be displayed, and other concerns.

8:36 P.M. Floor opened for Public Comment.

Sand City Resident Brian Clark commented: art, murals, lets rock and roll.

8:36 P.M. Floor closed to Public Comment.

Motion to approve the allocation of funds was made by Council Member Cruz, seconded by Council member Sofer. AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

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

Mayor Carbone reminded the Council to mark their calendars for the League of California Cities Conference to be held on October 16-18, 2019, and Community Human Services 50<sup>th</sup> anniversary celebration.

Council Member Hawthorne commented on the Transportation Agency for Monterey County (TAMC) meeting he attended, and that the City needs to seriously think of road improvements as there is \$15 million of Proposition X funds allocated for street improvements. They have funds earmarked for Sand City and the City should consider a plan for improvements. It would be beneficial to consider a nice parking area and would be a win, win for the City.

The Mayor added that TAMC can have 2 alternates and that Council Member Cruz is the second alternate. She will serve as a voting member in the event the appointed Council Member and first alternate are unable to attend the meetings. The 2020 Census is coming up and the City of Seaside is holding meetings to gear up for the upcoming census, and possible community outreach to be conducted at the West End Event. Sand City is 80% up to date on the census and any new housing construction is identified by the planning department which makes tracking of occupancy easier.

Council Member Sofer reported that she will be attending the Bicycle meeting on Wednesday.

**E. Upcoming Meetings/Events**

The Mayor requested that the Council let the Deputy City Clerk know whether they plan on attending the League conference. Council Member Sofer confirmed her attendance.

**AGENDA ITEM 11, CLOSED SESSION**

City Attorney Norgaard commented that Agenda item 11A(2) will be considered first due to Council Member conflicts with Agenda item 11A(1).

9:00 p.m.

**A. City Council/Agency Board to adjourn to Closed Session**

(1) Conference with legal counsel – anticipated litigation (Government

**Code Section 54956.9(e)(1) (1 case) {this item continued from the May 21 Council meeting}**

**(2) Conference with labor Negotiator pursuant to Government Code Section 54957.6 Agency Designated Representative: Interim City Manager Employee Organization: Sand City Police Officers Association (POA) and Miscellaneous Employees**

9:40 p.m.

**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**

Item 11A(2)-Council provided the City Attorney and Mr. Meuer with direction including to locate a professional negotiator. Council also provided general direction for the negotiations with unrepresented employees and police officers association.

11A(1) - Council provided direction to city attorney re next steps in order to avoid potential litigation.

## **AGENDA ITEM 12, ADJOURNMENT**

There was consensus of the Council to adjourn the meeting at 9:41 p.m. to the next regularly scheduled Council meeting on July 16, 2019 at 5:30 p.m.

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Connie Horca, Deputy City Clerk.

**AGENDA ITEM**

**6B**

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

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Special Meeting – June 18, 2019  
2:00 PM – 4:00 PM  
CITY COUNCIL CHAMBERS  
Sand City Hall, One Pendergrass Way, Sand City, CA 93955

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Mayor Carbone opened the meeting at 2:00 PM.

Present: Mayor Mary Ann Carbone  
Vice Mayor Blackwelder – absent  
Council Member Cruz  
Council Member Hawthorne – absent  
Council Member Sofer

Staff: Paul Kimura, Avery Associates  
Sam Avery, Avery Associates  
Fred Meurer, Interim City Administrator  
Vibeke Norgaard, City Attorney

**AGENDA ITEM 4, PUBLIC COMMENT**

2:02 PM Floor opened for Public Comment

There was no public comment.

2:02 PM Floor closed to Public Comment.

**AGENDA ITEM 5, CLOSED SESSION**

2:03 PM

- A. City Council/ Agency Board adjourned to Closed Session pursuant to Government Code Section 54957 regarding Public Employee Employment, Position: City Manager**

3:58 PM

- B. The City Council/ Agency Board re-adjourned to Open Session to report and action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown Act**

Council reviewed resumes for City Manager candidates and selected six (6) finalists for interviews.



**AGENDA ITEM 6, ADJOURNMENT**

There was consensus of the Council to adjourn the meeting at 4:00 PM to the next regularly scheduled Council meeting on Tuesday, June 18, 2019 at 5:30 PM.

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Linda K. Scholink, City Clerk

# AGENDA ITEM

6C

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## STAFF REPORT

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**DATE:** July 10, 2019 (for City Council action on July 16, 2019) **Agenda Item: 6C**  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Leon Gomez, City Engineer  
**SUBJECT:** **Resolution approving an agreement with Polaris Consulting to provide City Surveying Services to the City of Sand City for fiscal year 2019-20 at a not to exceed cost of \$10,000**

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### RECOMMENDATION

Approve a resolution approving an agreement with Polaris Consulting to provide City Surveying Services to the City of Sand City for fiscal year 2019-20 at a not to exceed cost of \$10,000

### BACKGROUND

Polaris Consulting (Polaris) offers a wide range of professional land surveying, boundary and mapping services to individuals, companies, and public agencies across Monterey County. Polaris is a small, family owned and operated company based in Carmel Valley, California.

Ms. Lynn A. Kovach, P.L.S. 5321, is the owner and principal land surveyor, and has been licensed as a Professional Land Surveyor since 1984. Polaris is certified as a Minority Business Enterprise (MBE) and a Woman-Owned Business Enterprise (WBE).

Polaris has provided land surveying services to the City of Sand City (the City) since 1999. During this time, Ms. Kovach has directed and provided land surveying services for almost all of the City's infrastructure and public works projects, including Capital Improvement Program (CIP) projects, street rehabilitation and reconstruction projects, and storm drain improvement projects. Polaris has provided boundary surveying and legal descriptions for various City projects including the Carroll Property Lot Merger and review of "The Independent Condominium Plan Update" project. Polaris has worked closely with the City's contract City Engineer (C+D) and City Planner to provide development review services for project proposed within the City, including the review of Tentative and Vesting Tentative Maps, Final Maps, Lot Mergers, and Lot Line Adjustments.

In 2017, Polaris provided land surveying and mapping services to support the Sand City Water Supply Project (SCWSP) Phase 1 New Intake Wells project. 2018, Polaris provided land surveying and mapping services for the West End Stormwater Improvement Project on Contra Costa Street and Catalina Street to support the 30% design of the project by the technical assistance team.

### **ENVIRONMENTAL (CEQA) CLEARANCE**

Authorizing an agreement for city surveying services does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) section 15378 and section 15060 (c) (2) & (3) as this action will have no direct or indirect physical change to the environment/

### **FISCAL IMPACT**

As stated in the attached resolution and contract, the estimated costs for general city surveying services shall not exceed \$10,000 for fiscal year 2019-20 unless written authorization is provided by the City Administrator.

### **ATTACHMENTS**

1. Cover Letter from Polaris Consulting (Ms. Lynn Kovach)
2. Resolution
3. Exhibit A City Surveying Service Agreement
4. Exhibit B Scope of Work
5. Exhibit C Fee Schedule



# *Polaris Consulting*

*Professional Land Surveying Services*

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

*E-mail: polarisconsulting@comcast.net*

June 3, 2019

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

**Subject: Service Contract for City Surveying Services for Fiscal Year 2019-2020**

Dear Mr. Bodem:

Polaris Consulting is pleased to submit this service contract for City Surveying Services to the City of Sand City for Fiscal Year 2019-2020. This letter includes the following:

- Resolution Authorizing a City Surveying Service Agreement
- Exhibit A - City Surveying Service Agreement
- Exhibit B - Scope of Work
- Exhibit C – Polaris Fee Schedule

Polaris Consulting has provided City Surveying services to the City of Sand City since 1999. Polaris has provided surveying for many aspects of the City's infrastructure development including; Capital Improvement Program, street rehabilitation projects, and repair and maintenance projects. They have worked on the City owned properties to provide boundary surveying and legal descriptions. Over the last several years, Polaris has worked closely with the City Engineer in the review of both small and large land entitlement and development projects within the City.

We have included language in the Resolution and Contract indicating that the costs for City Surveying Services shall not exceed the budgeted amounts that have been established unless written authorization is provided by the City Administrator. Please note that the costs for General Surveying Services are largely dependent on the number of both public works and private development projects that occur within a given fiscal year.

We look forward to continuing our professional relationship with the City in the coming year. If you have any questions regarding this contract, please do not hesitate to call me at 831-659-9564. We appreciate your consideration and greatly value our relationship with the City of Sand City.

Sincerely,

Lynn A. Kovach, Surveyor  
PLS 5321

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_ , 2019**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY  
AUTHORIZING A CITY SURVEYING SERVICES AGREEMENT  
WITH POLARIS CONSULTING**

**WHEREAS**, Polaris Consulting, a land surveying firm, has been providing satisfactory surveying services to the City of Sand City since 1999; and

**WHEREAS**, Ms. Lynn Kovach has adequately served as a professional licensed land surveyor under the direction of the City Engineer/Public Works Director since 1999 and is qualified to continue to provide surveying services to the City of Sand City; and

**WHEREAS**, the proposed City Surveying Service Agreement, attached as Exhibit A and incorporated herein by reference, with Polaris Consulting, is hereby found to be most appropriate to meet the needs of the City of Sand City and is hereby accepted; and

**WHEREAS**, the Scope of Work, attached as Exhibit B and incorporated herein by reference, is hereby accepted and approved; and

**WHEREAS**, the Polaris Consulting Fee Schedule, attached as Exhibit C and incorporated herein by reference, is hereby accepted and approved with the understanding that this Fee Schedule may be updated periodically, subject to review and approval by the City Council of Sand City; and

**WHEREAS**, due to the need to provide a specified amount for these services within the City's fiscal year budget, the estimated cost for general City Surveying Services shall not exceed the amount of \$10,000 for the fiscal year, unless written authorization is provided by the City Administrator.

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

1. The attached City Surveying Service Agreement (Exhibit A), Scope of Work (Exhibit B), and Fee Schedule (Exhibit C) are accepted and approved.
2. The Mayor and City Administrator are directed and authorized to execute the attached City Surveying Service Agreement in substantially the same form as the attached documents.
3. The term of the City Surveying Service Agreement will be for a twelve (12) month period beginning July 1, 2019 through June 30, 2020.
4. Polaris Consulting will maintain a current Sand City Business License throughout the term of the Service Agreement.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_\_\_ day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

## EXHIBIT A

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### CITY SURVEYING SERVICE AGREEMENT

This Agreement made this \_\_\_\_ day of July, 2019, by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and POLARIS CONSULTING, PO Box 1378, Carmel Valley, CA 93924, hereinafter referred to as "CONSULTANT".

WITNESSETH:

**WHEREAS**, CITY desires professional surveying services in the discipline of municipal public works; and

**WHEREAS**, CONSULTANT is willing to provide, and CITY is willing to accept the professional and technical services of CONSULTANT for this work.

**NOW, THEREFORE**, CITY and CONSULTANT further agree as follows:

#### A. GENERAL SCOPE OF SERVICES

CONSULTANT is to perform municipal land surveying services to CITY under the general direction of the City Administrator as described herein below, and as shown on Exhibit B.

#### B. DIVISION OF SURVEYOR'S WORK

Although the CONSULTANT (Polaris Consulting) will render land surveying services to the CITY, the CONSULTANT, and the CITY agrees that the day-to-day land surveying services (hereinafter "Daily Services") will be rendered exclusively by the firm of Polaris Consulting and that special projects (hereinafter "Special Projects") may require the additional services of a specialized firm other than Polaris Consulting. If, in the opinion of the CITY and the CONSULTANT, Polaris Consulting does not have the personnel or expertise to perform such special services, then the CITY and/or Polaris Consulting shall have the right to subcontract such services to such other firm as is acceptable to both the CITY and the CONSULTANT.

#### C. COMPENSATION FOR SERVICES

In consideration of the performance of service provided by this Agreement, CITY shall pay CONSULTANT an amount computed in accordance with Exhibit C - Fee Schedule, attached hereto and made a part of this Agreement. Due to the need to provide a specified amount for these services within the City's fiscal year budget, the estimated cost for general City Surveying Services shall not exceed the amount of \$10,000 for the fiscal year, unless written authorization is provided by the City Administrator.

CONSULTANT shall submit monthly statements of the services performed, which will be based upon daily individual and personnel classification time records.



**D. TITLE TO DOCUMENTS**

All surveys, maps, plans, legal descriptions, detailed drawings, calculations, memorandums, reports and other documents prepared by CONSULTANT in the performance of services pursuant to this Agreement shall be considered services and shall be the property of the CITY at such time as CITY has compensated CONSULTANT for services rendered in connection with which they were prepared. The CITY shall not use copies of site specific work in other locations. The CITY may use copies of general, non-site specific maps and plans such as zoning maps and base maps.

**E. TERM OF AGREEMENT**

The term of the agreement will be for a twelve (12) month period beginning July 1, 2019 through June 30, 2020. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**F. NOTICES**

Notices shall be addressed and sent to:

CITY:

City of Sand City  
1 Sylvan Park  
Sand City, CA 93955  
Attn: City Administrator

CONSULTANT:

Polaris Consulting  
PO Box 1378  
Carmel Valley, CA 93924  
Attn: Lynn A. Kovach, Principal Surveyor

**G. SURVEYOR AS INDEPENDENT CONTRACTOR**

It is hereby understood that CONSULTANT is an agent of the City, not an employee of the CITY; but is an independent contractor with full rights to manage its employees subject to all legal requirements. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. As part of this Service Agreement, it is agreed that Lynn A. Kovach shall be designated as "Contract City Surveyor" for City.

**H. INDEMNIFICATION AND INSURANCE**

1. CONSULTANT agrees to indemnify and hold the City harmless from any cost, expense or liability incurred on account or assertion of a claim, suite, lien, or other cost against the CITY resulting from the direct actions or activities of CONSULTANT which are deemed to be negligent.
2. CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of

the CONSULTANT, its agents and employees, performed in connection with this Agreement, including but not limited to premises and automobile.

CONSULTANT shall maintain the following limits:

General liability

- Combined single limit per occurrence.....\$1,000,000.00
- General Aggregate.....\$1,000,000.00  
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)
- Automobile Liability  
Combined Single Limit per Occurrence.....\$ 500,000.00  
(The policy shall cover on an occurrence or accident basis, and not on a claims made basis.)
- Worker's Compensation.....Full Liability Coverage
- Professional Errors and Omissions.....\$ 500,000.00
- (CONSULTANT shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the Agreement).

3. All insurance companies with the exception of worker's compensation and professional errors and omissions affording coverage to the CONSULTANT shall be required to add the CITY, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy, and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the CITY or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
4. All insurance companies affording coverage to the CONSULTANT shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
5. All insurance companies affording coverage shall provide thirty (30) day written notice mail to the City of Sand City should the policy be canceled or reduced in coverage below the limits required herein, before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
6. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY, concurrently with the submission of this Agreement. A statement of the insurance certificate, which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives", does not satisfy the requirements of subsection (5) herein. The CONSULTANT shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.

7. CONSULTANT shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered default by CONSULTANT.
8. Maintenance of insurance by the CONSULTANT as specified in the agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

**I. PROFESSIONAL STANDARDS**

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional surveyors in the same area and performing the same type of work for the professional and technical soundness, accuracy, and adequacy of all surveys, drawings, maps, legal documents, and other work and materials furnished under this agreement.

**J. LEGAL EXPENSES**

In the event legal action is brought by CITY or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court.

**K. ASSIGNMENT**

It is recognized by the parties that a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of CONSULTANT. This Agreement is personal to CONSULTANT and shall not be assigned by it without express written approval of CITY.

**L. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with applicable Federal, State, and City laws and any rules or regulations promulgated there under.

**M. NONDISCRIMINATION**

During the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

## **N. CONFLICT OF INTEREST**

CONSULTANT warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable State, local, or Federal law. In the event that any conflict of interest should nevertheless hereinafter arise, CONSULTANT shall promptly notify CITY of the existence of such conflict of interest so that CITY may determine whether to terminate this Agreement. CONSULTANT further warrants its compliance with the Political Reform Act (Government Code Section 8100 et.seq.) That applies to CONSULTANT as a result of CONSULTANT's performance of the work or services pursuant to the terms of this Agreement.

## **O. TERMINATION**

This Agreement may be terminated by either party for any reason whatsoever upon thirty (30) days written notice. In the event that this Agreement is terminated by CITY for any reason, CITY is hereby expressly permitted to assume and complete the services imposed on CONSULTANT by this Agreement by any means, including but not limited to, an Agreement with another party.

Upon termination, CONSULTANT shall be entitled to payment of such amount as fairly compensates CONSULTANT for all work satisfactorily performed up to the date of termination based on hourly rates shown in Exhibit C, except that in the event of termination by CITY for CONSULTANT's default, CITY shall deduct from the amount due CONSULTANT the total amount of additional expenses incurred by CITY as a result of such default. In the event that such additional expenses shall exceed amounts otherwise due and payable to CONSULTANT, CONSULTANT shall pay CITY the full amount of such expense.

In the event that this Agreement is terminated by CITY for any reason, CONSULTANT shall:

1. Upon written receipt of notice of such termination immediately cease all services, unless otherwise directed by CITY; and
2. Deliver to CITY all documents, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement. Such material is to be delivered to CITY whether it is in completed form or is in process, and CITY may condition payment for services rendered to the date of termination upon CONSULTANT's delivery to the CITY of such material.

The rights and remedies of the parties provided by this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

## **P. INTERPRETATION OF AGREEMENT**

This Agreement shall be interpreted under the laws of the State of California.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate the day and year first above written.

**CITY OF SAND CITY**  
**A Municipal Corporation**

**Lynn A. Kovach**  
**DBA POLARIS CONSULTING**

By: \_\_\_\_\_  
Mary Ann Carbone, Mayor

By: \_\_\_\_\_  
Lynn A. Kovach, Owner  
Principal Surveyor

By: \_\_\_\_\_  
Fred Meurer, Interim City Manager

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

## EXHIBIT B

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### SCOPE OF WORK

Polaris Consulting proposes to provide the services generally described in this Scope of Work. To provide these services, Polaris will draw on the experience gained in working with other public agencies and private developers. When undertaking each work assignment, the project requirements will first be evaluated by the Principal Land Surveyor. The Principal Land Surveyor will determine how to accomplish the work and produce the required product efficiently. The work approach will be reviewed with the City Administrator before initiating the project assignment.

The scope of work for this contract will vary as need arises and will be at the discretion of the City. CONCSULTANT will provide surveying services for various projects at the request of City Staff or at the request of the City Engineer. Survey requests may be, but not limited to, topographic surveys, construction staking, property line surveys, easement surveys, and manhole invert surveys. Survey data may be provided directly to City Staff or to a separate design consultant. Construction staking requests may be needed within a 48-hour notification. Surveying may be needed in difficult terrain. The main categories of work will include:

#### Surveys

- Review Tentative Maps and Tract Maps for survey requirements in conformance with City Conditions of Approval, Ordinances, and the Subdivision Map Act.
- Check subdivision and parcel maps for compliance with State Subdivisions Map Act requirements. Stamp & sign subdivision maps, parcel maps, lot line adjustments, and other documents as necessary, as City Surveyor.
- Determine locations of property lines, boundaries, easements and rights-of-way
- Construction surveys for improvement projects
- Establish and adjust benchmarks
- Establish and monument street center lines
- Traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features
- Perform research and survey work related to property divisions and mergers
- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information
- Do all survey related and some engineering related computations and drawings using traditional methods and/or using computer methods currently available within the City
- Prepare and interpret deeds and descriptions

- Develop legal descriptions and plat maps
- Other survey-related tasks as necessary

G. Plan Checking (Public and Private Construction)

1. Participate in City's staff meetings, as requested, either in Sand City, or by telephone conference call.
2. Prepare reports to the City Administrator and City Council.
3. Coordinate with and assist the City's Planning Department, Public Works Department, other City Departments, and other contract consultants.
4. Assist in preparing Staff Reports and Ordinances for consideration by the City Administrator and City Council, as requested.

J. Sub-Consultants:

1. When the services of other consultants or experts are required, such as surveying, architectural, geotechnical, structural, electrical or other engineering and public works services, Polaris Consulting will obtain proposals for said work and arrange for these services on a sub-consultant basis, up to a maximum cost of \$20,000 with approval of the City Administrator. The fee for these services will be 5% based on the consultant's invoice.

If the sub-consultant costs exceed \$20,000, then approval of the City Council will be required or a separate contract arranged directly with the City.

K. Fee Schedule:

1. The attached Exhibit C - Fee Schedule will be used in the provision of the above land surveying services. These fees may be adjusted periodically based on the adjusted change of the Consumer Price Index and/or proposed new fee schedule as submitted by the Consultant. Any new fee schedule will be subject to review and approval by the City Council. Any specialized fee that is not listed on the attached Fee Schedule shall be subject to negotiation and agreement between the parties.

**EXHIBIT C**

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**POLARIS CONSULTING  
FEE SCHEDULE**

**City of Sand City – City Surveying Services  
FY 2019/2020**



**POLARIS  
CONSULTING**

**FEE SCHEDULE**

Position/Title	Hourly Rate	
	2019 & 2020	
Principal/Owner	\$135.00	
Expert Witness (Court testimony, deposition, preparation time)	\$375.00	
Project Manager	\$130.00	
Project Surveyor	\$115.00	
Survey/GIS Technician	\$100.00	
CAD Technician	\$65.00	
Clerical	\$37.00	
Field Survey Crew ( 1 or 2 person)	\$230.00	
Field GPS Survey Crew ( 1 or 2 person)	\$230.00	
Fee increases in subsequent years will be 5%, unless otherwise agreed.		

Reimbursable Items to be Billed	Estimated Cost Bills	
	Total Cost	% of Markup calculated
Specialty printing	Actual cost /page	5%
Travel Reimbursables - Lodging, Gas, Meals (over 120 miles of travel)	Standard per diem rates	

**AGENDA ITEM**

**6D**



# City of Sand City

Agenda  
Item  
6D

## Staff Memo

**TO:** City Council  
**FROM:** Connie Horca, Deputy City Clerk  
**DATE:** July 1, 2019  
**SUBJECT:** Designation of Voting Delegate and Alternate for the  
2019 League of California Cities Conference

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The upcoming 2019 Annual League of California Cities Conference will be held on October 16 through October 18, 2019 in Long Beach, California. Each year, all California cities represented at the conference are required to appoint a voting delegate and alternate to represent their local jurisdictions. The voting delegate and alternate must be approved by Council action at its regular meeting.

It is recommended that Mayor Mary Ann Carbone serve as voting delegate, and Council member Elizabeth Sofer serve as the alternate to represent the City of Sand City.



CITY: SAND CITY

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: MARY ANN CARBONE

Title: MAYOR

2. VOTING DELEGATE - ALTERNATE

Name: ELIZABETH SOFER

Title: COUNCIL MEMBER

3. VOTING DELEGATE - ALTERNATE

Name:

Title:

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name:

Email:

Mayor or City Clerk (circle one) (signature)

Date: Phone:

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



RECEIVED

JUN 12 2019

Council Action Advised by August 30, 2019

CITY OF SAND CITY

June 10, 2019

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city’s voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League’s office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

**AGENDA ITEM**

**6E**



# Memo

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**To:** City Council  
**From:** Linda Scholink, Director of Administrative Services  
**Date:** July 9, 2019  
**Subject:** Review of City Donation/Contribution

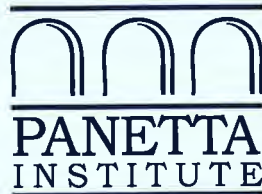
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Attached is a request from one organization for support and contribution for Fiscal Year 2019-2020. After reviewing this request, the following donation is recommended:

- The Panetta Institute for Public Policy - \$500

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

The following finding is specified in the annual City/Successor Agency Budget: *"The Sand City Council finds that it is a valid public purpose and in the best interest of this small city to support and participate in various community programs and activities of the larger Monterey Peninsula area. This support includes not only the City's financial contributions outlined in the attached pages but also the active involvement/participation by council members, city staff, Sand City businesses and citizens. This is Sand City's pledge and commitment of support for the larger regional community in which it is an active and dedicated member".*



The Panetta Institute for Public Policy

RECEIVED

JUL 01 2019

CITY OF SAND CITY

June 27, 2019

The Hon. Mary Ann Carbone  
City of Sand City  
1 Pendergrass  
Sand City, CA 93955-3037

Dear Mayor Carbone:

A couple of decades ago – not long after we founded the Panetta Institute to encourage young people to consider lives of public service and help prepare them for the challenges they'll face as future leaders – we became increasingly concerned about some trends we were seeing among America's college students.

By 2004, for example, our annual nationwide survey showed that only one-third of students believed that voting in a presidential election can yield real change in society and less than one-fifth described politics as very relevant to their lives.

Today you might expect students to be at least as negative about political participation, since they see the country as "off on the wrong track" by the widest margin in our survey's history.

Yet this spring's Institute poll shows far more students viewing politics as relevant to their lives, with a record-breaking thirty-five percent saying they'd be interested in running for federal elective office someday if the opportunity should arise.

We find this news greatly encouraging, and again we're asking you to help us address this rising student interest in making a difference for our country.

Over years of listening and experimentation, we've developed a set of highly effective, nonpartisan programs that can help convert students' basic optimism and sense of duty into habits and career decisions that make for a healthier democracy.

- Today, as we write, student government officers from twenty-six California colleges and universities are preparing for their arrival here for our twentieth annual *Leadership Seminar*. This program is designed to teach students leadership skills and strategies from various perspectives. Like others in past summers, these students will hone their skills as leaders and consensus builders under the guidance of seasoned elected officials and military, business and community leaders, and many are likely to go on to some form of public service.
- Similarly, later in the summer, students from those same campuses converge here for an intensive orientation course on the role and powers of the U.S. Congress along with the key policy issues facing our Nation, after which they'll be sent to Washington for eleven weeks of service in the offices of California's congressional delegation. In its twenty-first year, the

*Congressional Internship Program* has become a national model, both for its focus on in-depth learning outside the congressional office and for its commitment to include students of all backgrounds, with participants' air fare, lodging and Washington living expenses being covered by the Institute.


- Our annual *Leon Panetta Lecture Series*, which has attracted thousands of ticket-paying patrons to hear journalists, scholars and political leaders debate major issues, also includes an important component for the young. For each event, we host an afternoon student program for approximately 500 students, at no charge, from area high schools, colleges and military installations so they too can gain exposure to these subjects and have their questions addressed.
- With our *Policy Research Fellows Program*, our outreach extends to upper-division law students. Each year we invite a few from nearby campuses to attend Institute seminars and conduct policy research that can help the public and elected leaders make better policy decisions. In many cases, these students too have gone on to government or community service.
- And finally, we reach out to the area's youngest students. Since 1997, the Institute has spearheaded the *Monterey County Reads* program, which helps elementary school children master a skill that all of us must have in order to participate fully in our democracy. The effort has recruited more than twenty-five hundred volunteers who have helped over sixteen thousand children learn to read.

For these and all our other efforts we depend on individuals like you who share our commitment to encouraging young people to get involved in the process of self-government and strengthening their grasp of the issues they're going to confront.


And that's why we're asking you to please give now, as generously as you can, to The Panetta Institute for Public Policy. Your tax-deductible donation is critical to the students we daily recruit and inspire – and especially to those of limited means who otherwise would not be able to participate.

Thanking you in advance for any amount you may be able to give ...

Sincerely,



Leon E. Panetta  
Chairman



Sylvia M. Panetta  
Co-Chair and CEO

Thanks so much for  
your great help!

Your support  
makes all the difference!

**AGENDA ITEM**

**6F**

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## STAFF REPORT

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**DATE:** July 8, 2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Fred Meurer, Interim City Manager

**SUBJECT:** Resolution Approving Contract with EMC Planning Group for Fiscal Year 2019-2020

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### RECOMMENDATION

The City Council passes the attached resolution approving a contract not to exceed \$60K with EMC Planning Group for Planning Services Augmentation. This fee proposal is attached.

### DISCUSSION

EMC Planning Group has been providing planning augmentation service to Sand City since 2015. The proposed contract provides on call support to Mr. Pooler to address planning issues beyond his capacity to ensure timely planning services for the public. The value of this contract is not to exceed \$60,000 without further City Council review. EMC's past performance has always met or exceeded contract requirements on speed and quality.

Depending on the frequency of use for augmenting Mr. Pooler's planning efforts; this contract would be available for other on call planning needs.

### FISCAL IMPACT

The contract will have a \$60,000 appropriation but will be used on an as needed basis only.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_, 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
APPROVING AN AGREEMENT WITH EMC PLANNING GROUP, INC. FOR  
PROFESSIONAL SERVICES FOR FISCAL YEAR 2019-2020 AT A COST NOT TO  
EXCEED \$60,000**

**WHEREAS**, the City of Sand City has limited staffing capabilities within the planning department; and

**WHEREAS**, since 2015, EMC Planning Group, Inc. has provided quality planning and administration services for the City of Sand City; and

**WHEREAS**, the City Manager finds it economically efficient to have contract planning services that meet the demand of development-related planning needs as they may fluctuate due to economic conditions; and

**WHEREAS**, the term within the agreement (attached hereto and incorporated herein as Attachment 1) shall be for the period of July 1, 2019 through June 30, 2020, at a cost not to exceed \$60,000; and

**WHEREAS**, the scope of consultant services in Exhibit A of the agreement, attached hereto and incorporated herein, by this reference for fiscal year 2019-2020 for planning staff on-call support services is broad, and encompasses tasks requested by the City, including but not limited to:

- General consultation and support to the City Manager;
- General consultation and support to the City Planner;
- Attendance at City Hall on an as needed basis to support and provide input to Planning Staff;
- Review existing documents (e.g., General Plan, Local Coastal Program, Zoning Code, etc.) for compliance with State regulations;
- Process applications and maintain schedules;
- Prepare resolutions, ordinances, findings and other related items for City Council consideration;
- Assist with City mapping and website requests;
- Other Planning related requests; and

**WHEREAS**, the City of Sand City will be invoiced at the hourly rate set forth in the fee schedule shown in Exhibit B of the agreement, attached hereto and incorporated herein by this reference; EMC Planning Group, Inc. will maintain a current business license.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby direct the City Manager to enter into an agreement for Planning Related Consulting Services with EMC Planning Group, Inc., shown as Attachment 1 at a cost not to exceed \$60,000 for Fiscal Year 2019-2020.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_\_ day of July, 2019 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk



*Planning for Success.*

June 10, 2019

Fred Meurer, Interim City Administrator  
City of Sand City  
1 Sylvan Park  
Sand City, CA 93955

Re: Scope of Consultant Services (Fiscal Year 2019/20)

Dear Mr. Meurer,

EMC Planning Group is pleased to provide staff on-call support services for the City of Sand City from July 1, 2019 to June 30, 2020. We understand the fiscal year budget limit (2019-20) is \$60,000.00. The planning staff on-call support services will be provided at the direction of the City Manager of Sand City. Larger service requests (e.g. environmental review documents, zoning ordinance update, General Plan update, vibrancy plan, etc.) will be provided under separate contract, with a distinct scope of work and separate budget.

The Scope of Consultant Services for fiscal year 2019/20 planning staff on-call support services is broad, and encompasses tasks requested by the City, including but not limited to:

- General consultation and support to the City Administrator;
- General consultation and support to the City Planning Staff;
- Attendance at City Hall on a weekly or as needed basis to support and provide input to Planning Staff;
- Review Planning Staff reports and associated materials;
- Review existing documents (e.g. General Plan, Local Coastal Program, Zoning Code, etc.) for compliance with State Regulations;

**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



*Fred Meurer, Interim City Administrator  
City of Sand City  
June 10, 2019, Page 2*

- Process applications and maintain schedules;
- Prepare resolutions, ordinances, findings and other related items for City Council consideration;
- Assist with City mapping and web site requests;
- Planning tasks related to bicycle and pedestrian connectivity issues, and street design including green street concepts; and
- Other Planning related requests.

Again, the planning services that EMC Planning Group can provide to the City are broad, and at the discretion of the City Administrator.

Thank you for selecting EMC Planning Group to support Sand City's planning efforts.

Sincerely,



Michael Groves, AICP  
President/Senior Principal

Client Initials	Consultant Initials
	<i>[Handwritten Signature]</i>

**AGREEMENT BETWEEN CLIENT AND CONSULTANT**

Project No.: PP-088

Agreement entered into at Monterey CA, on this date of June 11, 2019, by and between:

<b>Consultant:</b>	<u>EMC Planning Group Inc.</u>	<b>Client:</b>	<u>City of Sand City</u>
Contact Name:	<u>Michael J. Groves, AICP</u>	Contact Name:	<u>Fred Meurer</u>
Title:	<u>President/Senior Principal</u>	Title:	<u>Interim City Administrator</u>
Address:	<u>301 Lighthouse Avenue</u> <u>Suite C</u> <u>Monterey, CA 93940</u>	Address:	<u>1 Pendegrass Way</u> <u>Sand City, CA 93955</u>
Phone:	<u>831-649-1799 ext. 201</u>	Phone:	<u>831-394-3054, ext. 212</u>
FAX:	<u>831-649-8399</u>	FAX:	<u>831-394-2472</u>
Email:	<u>groves@emcplanning.com</u>	Email:	<u>fmeurer@sandcityca.org</u>

**Client and Consultant agree as follows:**

A. Project. Client retains Consultant to perform services for: Sand City Planning Staff hereinafter called "Project."

B. Consulting Services. Consultant agrees to perform the following scope of services as outlined within Exhibit "A" Scope of Consultant Services attached hereto and incorporated herein by reference.

C. Agreement Term. The work term of this Agreement shall commence at the earliest of the following dates:

1. Letter of Authorization is received; and/or
2. Retainer is received; and/or
3. Agreement is signed by Client and received by EMC Planning Group Inc.; and

Shall continue until the earliest to occur of the following:

1. A date specified in Exhibit A; or,
2. The date on which Consultant completes the services, to the satisfaction of Client, described in Exhibit "A"; or,
3. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall have the right to terminate this Agreement by giving written notice and specifying the date of termination. The foregoing notwithstanding, neither party waves the right to recover damages against the other for breach of the Agreement.

D. Agreement Sum. Client agrees to compensate Consultant as follows:

1.  Time and Materials (see attached Fee Schedule - Exhibit B) with no specified limit to the Agreement.
  - a.  With or  without a retainer.
  - b. Retainer amount shall be \_\_\_\_\_ dollars (\$\_\_\_\_\_), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.

Client Initials	Consultant Initials <i>MLW</i>
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2.  **Time and Materials** (see attached Fee Schedule – Exhibit B) not to exceed sixty thousand dollars (\$60,000.00), without further authorization from Client.
- a.  With or  without a retainer.
- b. Retainer amount shall be \_\_\_\_\_ dollars (\$\_\_\_\_\_), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.
3.  **Fixed Agreement Sum** in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), as defined by the work Scope of Consultant Services in Exhibit A of this Agreement. The Fixed Agreement Sum can be modified by attaching a written amendment to this Agreement, signed by the Client.
- a.  With or  without a retainer.
- b. Retainer amount shall be \_\_\_\_\_ dollars (\$\_\_\_\_\_), and work under this Agreement shall begin once retainer is received in full by EMC Planning Group Inc. at our Monterey office.

If a retainer is specified in 1, 2, or 3 above, the retainer shall be:

1.  Held by EMC Planning Group Inc. for the term of the contract and used to pay all or a portion of the final invoice, or refunded once the final invoice has been paid by Client; or
2.  Immediately applied toward invoice charges until fully used, at which time either an additional retainer will be requested or monthly invoices will continue under the terms of this Agreement without a retainer.

E. **General Terms of Agreement** This Agreement is subject to:

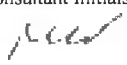
1. General Terms of Agreement for Consulting Services contained in paragraphs 1 through 40, and the contents of the exhibits attached hereto and made a part hereof (see list below).
2. Exhibits: A – Scope of Consultant Services (if applicable)  
B – EMC Planning Group Inc. Fee Schedule

Client Initials	Consultant Initials
	<i>[Handwritten Signature]</i>

### PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Cooperation.** Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the Project team.
2. **Binding.** This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant.
3. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services for the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
5. **Waiver.** Consultant's or Client's waiver of any terms, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
6. **Severability.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Entitlements Are Not Guaranteed.** If the Scope of Consultant Services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. **Necessary Information and Funds.** Upon Consultant's request, Client shall execute and deliver, or cause to be delivered, such additional information, documents and/or money to pay governmental fees and charges that are necessary for Consultant to perform services pursuant to the terms of this Agreement.
10. **Property of Consultant.** Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media ("Project Documents"), prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all its obligations under this Agreement.
11. **Use of Plans That Are Not Final.** Client agrees not to use, nor permit any other person to use, plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant that are in draft format and not finalized by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the Project described herein as a part of this Agreement. Such final plans, specifications,

Client Initials	Consultant Initials
	

drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant.

12. **Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the Project that is the subject of this Agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's reuse of electronic files.

13. **Soils or Geologic Conditions.** Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this Agreement, or by amendments to this Agreement, and shall not be responsible for any liability that may arise out of the making or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. **Early Termination.** Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the Agreement limits specified herein, if any. Client acknowledges if the Project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services pursuant to paragraph 23. Client acknowledges if the Project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 23.

15. **Petition for Bankruptcy.** Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this Agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this Agreement.

16. **Right to File Lien.** This Agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the Project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the Project and who are entitled to receive a preliminary notice.

Client Initials	Consultant Initials
	<i>[Handwritten Signature]</i>

17. **Lender Indemnity.** If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.
18. **Monthly Billing.** All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire Agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
19. **Correct and Binding Billings.** Client agrees that all billings from Consultant are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. **Late Charges.** Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of billing.
21. **Changes in Government Agency Requirements.** If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date that Consultant has performed its services and/or created or produced Project Documents, any additional office or field services thereby required by Consultant as a result of the change in ordinances, codes, policies, procedures or requirements shall be billed to Client as additional services in accordance with paragraphs 22 and 23.
22. **Fee Schedule Changes.** In the event Consultant's fee schedule changes due to any increase of costs, such as the cost of living, granting of wage increases and/or other employee benefits, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased cost.
23. **Additional Services.** Client agrees that if Client requests services not specified in the Scope of Consultant Services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as subsequently modified by paragraph 22 above.
24. **Additional Costs.** Client shall pay the costs of all governmental application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, consultant technical reports, checking and inspection fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this Agreement.
25. **Delay Beyond Consultant's Control.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control including but not limited to, delays by reason of accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as additional services in accordance with paragraph 23.
26. **Mutual Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any

Client Initials	Consultant Initials
	<i>[Handwritten Signature]</i>

claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

- 27. Action or Inaction of Governmental Agencies. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 28. Estimates of Quantities. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate.
- 29. Land Area Estimates. Estimates of land areas provided under this Agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
- 30. Work By a Third Party. Client acknowledges that Consultant is not responsible for the performance of work by third parties.
- 31. Accepted Standards of Practice. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
- 32. Changes to Design Document. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client does not follow recommendations prepared by Consultant pursuant to this Agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
- 33. Hazardous Materials. Client acknowledges that Consultant's services for this Project does not include any services related in any way, unless otherwise specified in the attached Scope of Consultant Services, to asbestos and/or hazardous or toxic materials.

Client hereby further agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that maybe brought by third parties as a result of the services provided by Consultant pursuant to this Agreement, except claims caused by the sole negligence or willful misconduct of Consultant.

- 34. Insurance. Consultant shall maintain in effect insurance coverage in the amounts not less than set forth below.
  - (a) Worker's Compensation and Employer's Liability: as required by the laws of the State of California.

Client Initials	Consultant Initials
	<i>[Handwritten Signature]</i>

- (b) **General Liability:** commercial general liability insurance for personal and bodily injury, including death and property damage, on an occurrence basis, in the amount of \$1,000,000 combined single limit each occurrence and in aggregate.
  - (c) **Automobile Liability:** automobile liability for personal and bodily injury, including death and property damage, in the amount of \$1,000,000 for each accident.
  - (d) **Professional Liability:** professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by Consultant in the amount of \$1,000,000 per claim and annual aggregate, with a deductible no greater than \$25,000.
  - (e) **Certificates:** Consultant shall provide certificates of insurance evidencing coverage upon request by Client. If provided to Client, each certificate shall provide that the coverage afforded shall not be canceled by the Consultant, except with at least thirty (30) days' prior written notice to the Client. Should this occur, Consultant shall procure and furnish to Client prior to such effective date new certificates conforming to the above coverage requirements.
35. **Hold Harmless.** Consultant agrees to indemnify and hold harmless Client, its officers, directors and employees from and against all claims, losses, demands, damages or costs, including attorneys' fees, arising from the negligent acts, errors or omissions of Consultant, its officers, directors and employees, arising out of the performance of the Scope of Consultant Services attached to this Agreement.
36. **Litigation.** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
37. **Adjudication in Local Court.** Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
38. **Dispute/Mediation Clause.** In an effort to resolve any conflicts between Client and Consultant arising out of, or relating to, the performance of this Agreement, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise. The dispute resolution provision shall not preclude either party from filing a legal action in small claims court if the amount in dispute is within the jurisdiction of the small claims court, nor does it preclude or limit the right to perfect or enforce applicable mechanic's lien or stop remedies.
39. **Limited Liability.** Client agrees to limit the liability of Consultant and subconsultants to Client and to all contractors and subcontractors on the Project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater.
40. **Modification.** No alteration, modification or termination of this Agreement shall be valid unless made in writing.



Client Initials	Consultant Initials
	<i>FM</i>

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

<b>Consultant:</b>	<u>EMC Planning Group Inc.</u>	<b>Client:</b>	<u>City of Sand City</u>
Signature:	<u><i>MJG</i></u>	Signature:	<u></u>
Printed Name:	<u>Michael J. Groves, AICP</u>	Printed Name:	<u>Fred Meurer</u>
Title:	<u>President/Senior Principal</u>	Title:	<u>Interim City Administrator</u>
Date Signed:	<u>June 11, 2019</u>	Date Signed:	<u></u>
Project Number:	<u>PP-088</u>		

Client should mail this Agreement completed and signed to the address shown for Consultant.

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# **Exhibit A**

## **Scope of Consultant Services**

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EMC Planning Group is pleased to provide staff on-call support services for the City of Sand City from July 1, 2019 to June 30, 2020. We understand the fiscal year budget limit (2019-20) is \$60,000.00. The planning staff on-call support services will be provided at the direction of the City Manager of Sand City. Larger service requests (e.g. environmental review documents, zoning ordinance update, General Plan update, vibrancy plan, etc.) will be provided under separate contract, with a distinct scope of work and separate budget.

The Scope of Consultant Services for fiscal year 2019/20 planning staff on-call support services is broad, and encompasses tasks requested by the City, including but not limited to:

- General consultation and support to the City Administrator;
- General consultation and support to the City Planning Staff;
- Attendance at City Hall on a weekly or as needed basis to support and provide input to Planning Staff;
- Review Planning Staff reports and associated materials;
- Review existing documents (e.g. General Plan, Local Coastal Program, Zoning Code, etc.) for compliance with State Regulations;
- Process applications and maintain schedules;
- Prepare resolutions, ordinances, findings and other related items for City Council consideration;
- Assist with City mapping and web site requests;
- Planning tasks related to bicycle and pedestrian connectivity issues, and street design including green street concepts; and
- Other Planning related requests.

Again, the planning services that EMC Planning Group can provide to the City are broad, and at the discretion of the City Administrator.

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## **Exhibit B**

### **EMC Planning Group Inc. Fee Schedule**

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**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

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**Principals**

**Hourly Billing Rate**

Senior Principal .....	\$250.00
Principal .....	\$225.00

**Planners**

Principal Planner .....	\$190.00
Senior Planner .....	\$155.00
Associate Planner .....	\$130.00
Assistant Planner .....	\$115.00

**Biologists**

**Monitoring Rate**

Principal Biologist .....	\$175.00	(\$145.00)
Senior Biologist .....	\$150.00	(\$125.00)
Associate Biologist .....	\$125.00	(\$110.00)
Assistant Biologist .....	\$105.00	(\$95.00)
Certified Arborist .....	\$125.00	

**Archaeologist**

Registered Professional Archaeologist .....	\$155.00
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**Support Staff**

Desktop Publisher .....	\$125.00
Administrative Assistant .....	\$95.00
Office Assistant .....	\$75.00

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This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to revision at any time.

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

Expert witness services are provided at a 50 percent mark-up.

(Effective January 1, 2019)

**AGENDA ITEM**

**8B(1)**

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_, 2019**

**A RESOLUTION OF THE SAND CITY COUNCIL IN SUPPORT OF THE 2020 U.S.  
CENSUS AND THE MONTEREY COUNTY COMPLETE COUNT COMMITTEE'S WORK  
TO PROMOTE THE CENSUS**

**WHEREAS**, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the nation's population every ten years; and

**WHEREAS**, a significant amount of outreach is required in order to achieve full participation in the 2020 U.S. Census; and

**WHEREAS**, federal and state funding is allocated to communities and decisions are made on matters of national and local importance based, in part, on census data; and

**WHEREAS**, information from the 2020 Census is a vital tool for planning and land use decisions, efforts to increase affordable housing, and economic development and increased employment; and

**WHEREAS**, the information collected by the U.S. Census Bureau is encrypted and confidential and protected by law under Title 13 of the U.S. Code; and

**WHEREAS**, Monterey County's Complete Count Committee for the 2020 U.S. Census is eligible to receive approximately \$400,000 from the California Complete Count Census 2020 Office, based on population and the California Hard-to-Count Index created by the California Department of Finance, Demographic Research Unit and modeled on the U.S. Census Bureau's Hard-to-Count Score of past censuses; and

**WHEREAS**, Monterey County is forming a Complete Count Committee which can bring together a cross section of countywide community members who will utilize their local knowledge and expertise to reach out to all county residents.

**NOW, THEREFORE, BE IT RESOLVED** that the Sand City Council supports the Monterey County Complete Count Committee's work in promoting the 2020 Census to ensure a complete count in Sand City and the entire County.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_\_ day of July, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk

# AGENDA ITEM

9A



CITY OF SAND CITY

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STAFF REPORT

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JUNE 7, 2019  
(For City Council Review on July 16, 2019)

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Application for Coastal Development Permit by Cen Cal Restorations

**BACKGROUND**

An application was submitted by Eric Sonne of "Cen Cal Restorations" (the "Applicant") for coastal development permit approval to establish and operate a vintage antiques and restoration operation with a spray booth (the "Applicant's Use") within an approximate 1,400 square foot portion of an existing commercial building at 1815-A Contra Costa Street (portion of APN 011-177-025) in Sand City (the "Subject Property"). The Subject Property has a non-appealable Coastal Planned-Mixed Use (CZ-MU-P) zoning designation and a General Plan land use designation of Mixed-Use (MU-D). The intended use at the Subject Property qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

**Site Description:**

This is an approximate 7,400 square foot multi-tenant commercial building with three commercial units on the ground level and two 500 square foot offices on the second level. The Applicant's unit is approximately 25-feet wide and 60-feet deep, with some floor area dedicated for the stairway to the upper level offices. Nine (9) perpendicular parking spaces (includes 1 handicapped space) exist along the building's 20-foot front setback. There are additional parking spaces along the north end of the building at the top of Contra Costa Street. The southerly adjacent building at 1807 Contra Costa Street facilitates a currently vacant commercial unit on the lower level, and residential dwellings and commercial offices on the upper level. There are also single family residential dwellings approximately 50-feet from the project site on Bay Avenue. On-site water credit is adequate to accommodate the proposed Group I manufacturing operation, and existing utilities (i.e. gas, electric, water, sewer, etc.) are available to service the proposed use.

**DISCUSSION**

**Project Description:**

The Applicant intends to establish and operate a vintage antiques and restoration operation with a spray booth. There will be a total of three (3) employees at the site with one commercial vehicle. Deliveries and shipments will be via Federal Express or U.S. Postal Service, but no large trucks are anticipated. The Applicant states that most projects will use low VOC paints. Acrylic, lacquer, and enamel would be used on occasion.

According to the Applicant, items to be refurbished could include anything from furniture to an “old coke machine”. The Applicant will use both hand tools and power tools. The Applicant states that left over paint materials would be stored in a flammable storage cabinet.

Land Use: The Subject Property has a Zoning designation of “Coastal Zone Planned Mixed-Use” (CZ-MU-P). Section 18.26.040.C lists ‘light manufacturing’ as a conditional use in the CZ-MU-P district, subject to City Council approval of a coastal development permit. Other light-manufacturing uses have operated at the Subject Property in the past. The scale and scope of operation is consistent with the City’s Zoning description of “Light Manufacturing.”

Operational Hours: The Applicant’s intended hours of operation will be from 8:00 a.m. to 5:00 p.m. Monday through Friday; however, staff recommends allowing the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays to be consistent with other use permit approvals and commercial businesses in the West End District. These hours are consistent with other permit approvals for the West End District. Staff finds these hours to be compatible with a mixed-use neighborhood that would minimize potential impacts upon neighboring residential uses. Office and other non-manufacturing activities should be allowed beyond these hours provided they do not create a public nuisance.

Parking: The Applicant’s unit is approximately 1,400 square feet, which requires a minimum of two (2) off-street parking spaces based upon a 1/700 ratio for manufacturing. The building is setback 20-feet from Contra Costa Street, providing nine (9) on-site perpendicular parking spaces (including 1 handicapped space). The paved area abutting to the north (under the same ownership) can accommodate approximately eight (8) additional parking spaces perpendicular to the building and four (4) spaces facing the freeway (see Exhibit F); for a total on-site parking capacity of twenty-one (21) spaces. There are another four spaces at the north end of Contra Costa Street within the street right-of-way. On-street parallel parking is also available along the easterly side of Contra Costa Street, opposite the property frontage. With the relocation of Camp Transformation, parking availability is much more prominent. The chart below summarizes parking requirements for tenants/uses within the subject building.

Location		Floor Area	Use	Parking Ratio	Required Parking
Unit A	Ground level	1,400 sq.ft.	Service Commercial	1/700	2
Unit B	Ground level	3,000 sq.ft.	Service Commercial	1/700	4
Unit C	Ground level	3,000 sq.ft.	Service Commercial	1/700	4
Unit D	Upstairs	500 sq.ft.	Office	1/300	2
Unit E	Upstairs	500 sq.ft.	Office (vacant)	1/300	2

<b>Total Parking Required</b>	<b>14</b>
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Based upon the parking assignment chart above, the property provides adequate on-site parking to satisfy zoning requirements for all units and tenants of this building. Parking conflicts between these tenants are not expected, but resolution of any disputes between tenants regarding parking is the responsibility of the property owner.

Loading/Unloading: No large truck activity for loading/unloading is anticipated for this use. The Applicant anticipates infrequent shipments/deliveries via Federal Express or US Postal Service, which are typically quick drop-off/pick-up times a few minutes. The parking in front of the Applicant's unit can be used for on-site loading/unloading by small trucks. The applicant's unit is approximately 100-feet north of the California Avenue and Contra Costa Street intersection, a hub of traffic circulation through the West End District. Therefore, the location and level of loading/unloading activity is not anticipated to pose a problem with primary thoroughfare traffic circulation. Regardless, staff recommends the permit contain language prohibiting the Applicant's interference with through traffic along both California Avenue and Contra Costa Street.

Refurbishing Activities and Materials: The Applicant states that most projects will use low VOC paints. Acrylic, lacquer, and enamel would be used on occasion. The Applicant states that they intend to install a spray booth. According to the Applicant, items to be refurbished could include anything from furniture to an "old coke machine". The Applicant will use both hand tools and power tools; whether that be to sand down surfaces, fix dents/nicks, or the like. Paint materials are to be stored in a flammable storage cabinet. The permit should require that all activities of the Applicant's use, particularly sanding and painting, be conducted only within the building. The Applicant states that there will be a spray booth on-site for spray application activities. Staff recommends that be a requirement of the permit, and that the permit contain the standard language stating that the Applicant comply with all applicable regulations of the Monterey Bay Air Resources District.

Storage: The Applicant will utilize the unit for storage of items being worked on until shipped out. The permit should include language prohibiting the outside storage of materials, equipment, and/or items associated with the Applicant's use of the Subject Property. It should also prohibit the placement of storage containers/pods in the driveway/parking area, which is a growing trend for uses outgrowing their space. If the Applicant needs to place a storage container on-site to accommodate his operation, then that would indicate that this operation has outgrown the Subject Property's ability to accommodate the Applicant's Use.

Trash: The Subject Property does not provide a trash enclosure; however, there is an existing fenced yard abutting Unit C of this building with a gate that opens to the abutting on-site parking area. This yard is of adequate size to accommodate several trash dumpsters/bins. Staff recommends the permit prohibit the outside storage of trash bins/dumpsters unless they are within this fenced yard, with exception to designated trash collection days.

Impacts: The primary anticipated impacts from a use such as the Applicant's proposed workshop would be some level of noise and dust from sanding or other item preparation

methods and fumes from applying finishes (paint, varnish, etc.). A spray booth is required per the requirements of the Monterey Bay Air Resources District (MBARD) and should be required as part of the land entitlement permit to mitigate potential fumes. The amount of noise and dust from the Applicant's Use is anticipated to be minor due to the identified scale of operation, and can be mitigated through dust collectors and maintaining the roll-up door down if activities become obtrusive. Intended hours of operation should be compatible with nearby residential units as operation begins and ceases during typical daytime business hours/days.

Signs: The Applicant intends to install a commercial sign at the Subject Property. Establishment of any commercial sign(s) on the Subject Property requires Design Review Committee (DRC) review and approval in the issuance of a sign permit before installation. Staff recommends the permit contain language to that effect.

**Water:**

The Applicant's proposed manufacturing type use qualifies as a Group I category low water use in accordance with the Monterey Peninsula Water Management District (MPWMD) regulations. The site has credit based upon a Group I use; therefore, no additional water credit is required. If a permit is approved, it should contain standard language stating that approval of the permit does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water credit.

**Stormwater Control:**

The Applicant's Use is of an existing building on a developed site. The Applicant does not intend any construction or pavement improvements to the Subject Property. Therefore, stormwater control regulations do not apply to this application.

**Advisory Agencies:**

Information on the Applicant's Use was circulated to the City's advisory agencies. The County Health Department expressed no concern with this application. The Seaside County Sanitation District (SCSD) stated that the Applicant is to contact Monterey One Water to establish sewer service. No other comments were received at the time of this report.

**STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of a coastal development permit for the Applicant, with the conditions/restrictions proposed by staff as discussed in this report.

**Findings:**

1. The Applicant's Use, at the intended scope/scale with the use of a code compliant spray booth, is compatible with the Planned Mixed-Use (MU-P) zoning, provided the Applicant abides by the permit conditions.
2. The Subject Property provides sufficient on-site parking for the Applicant's Use and the other tenants of the Subject Property, as conditioned.
3. No allocation of water is required for the Applicant's Use at the Subject Property.
4. Adequate utilities are available to facilitate the Applicant's Use at the Subject Property.

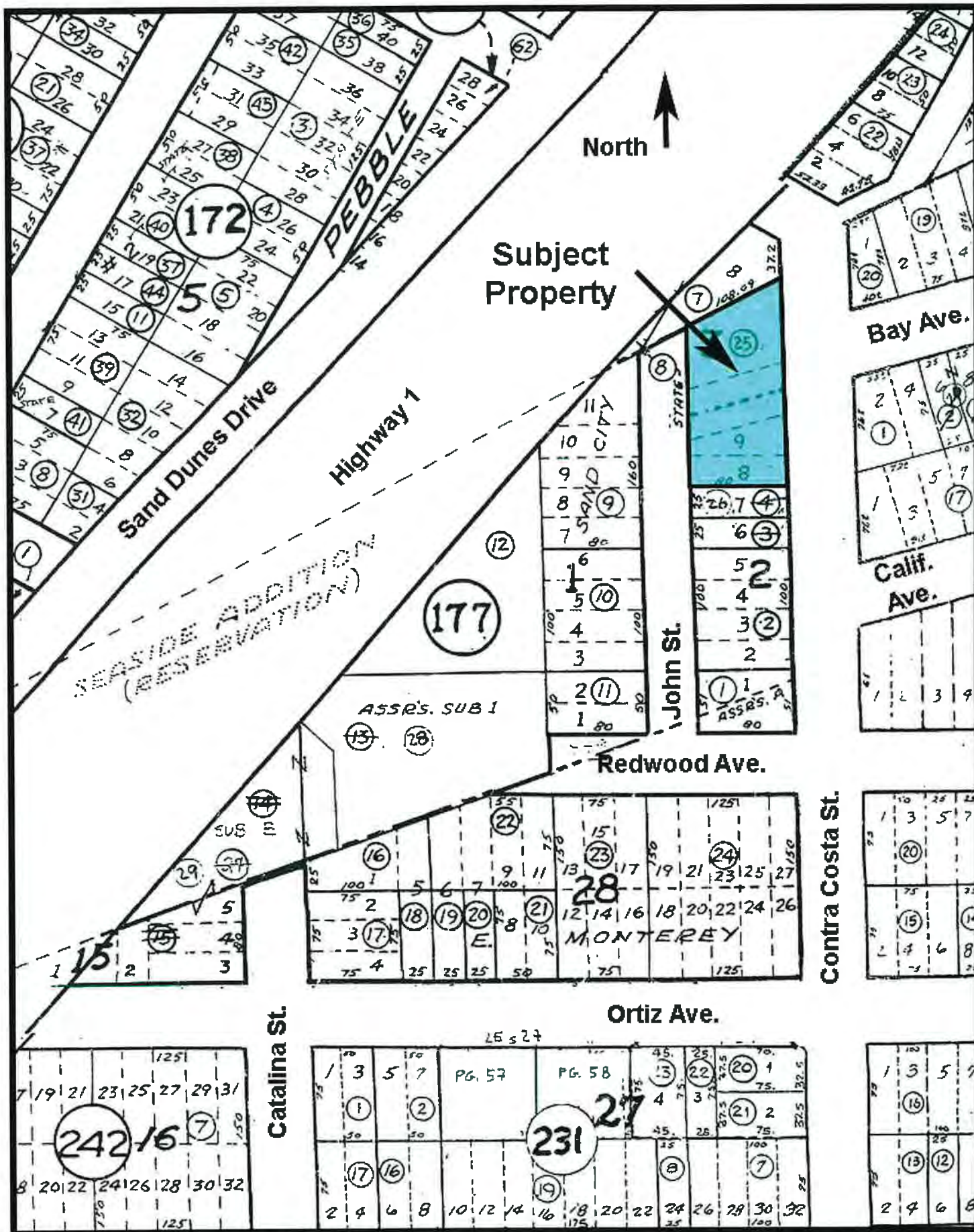
5. Negative impacts are not anticipated from the Applicant's Use, due to its limited scale, provided that the Applicant's Use abides by the conditions of permit approval.
6. The Applicant is required to install a code compliant spray booth in accordance with the regulations of the Monterey Bay Air Resources District and Building Code that will mitigate potential fume impacts.
7. The Applicant's Use of an existing commercial building qualifies as a categorical exemption, under State CEQA Guidelines, Section 15301.

**Exhibits:**

- A. Location Map
- B. Aerial Map (via Google Earth)
- C. Location & Building Map
- D. Site Plan & Floor Plan
- E. Applicant's Letter of Intent
- F. Parking Diagram
- G. Applicant's County Health Dept. Questionnaire

**Attachments:**

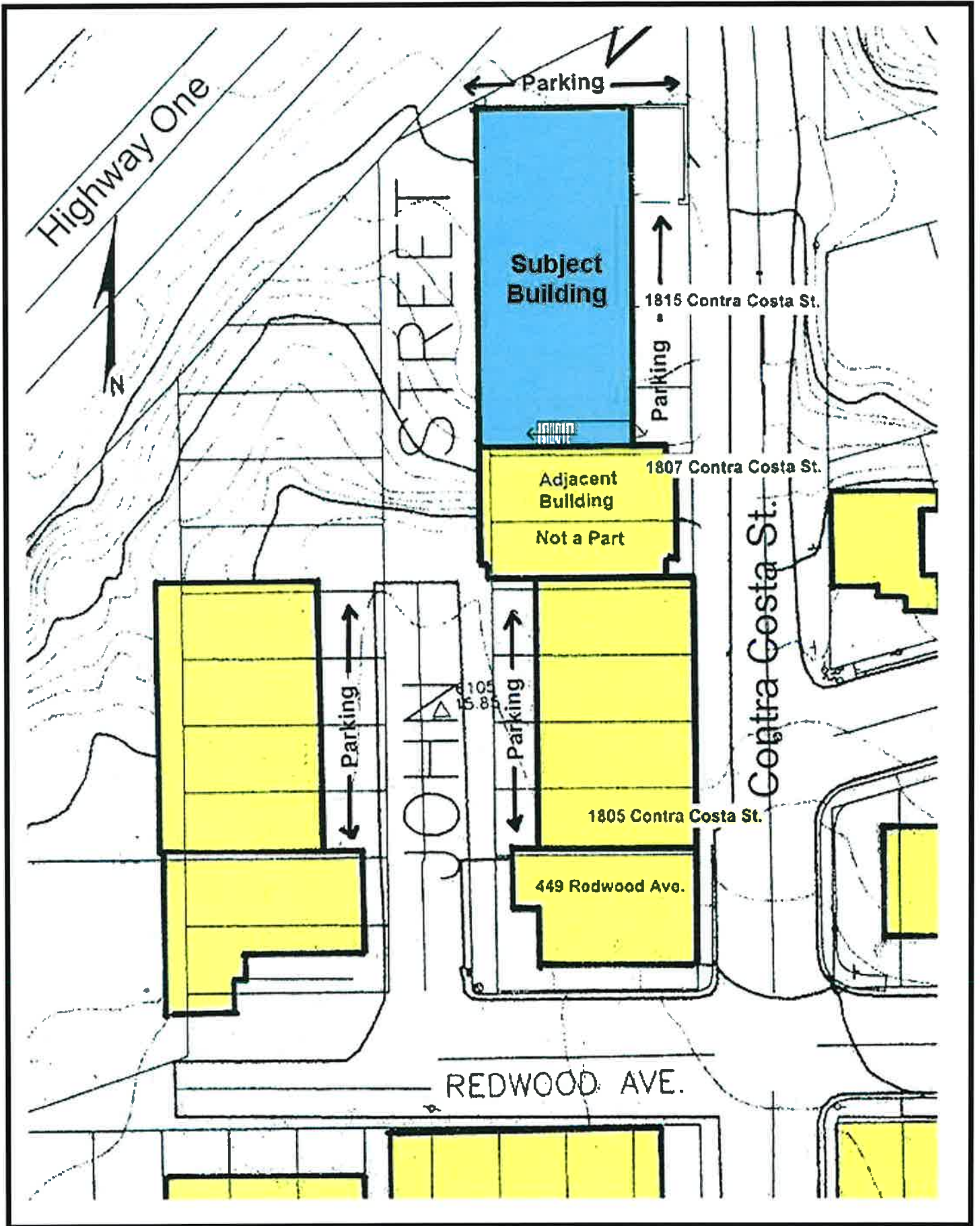
- Draft Resolution to approve the coastal development permit (CDP)



Location Map

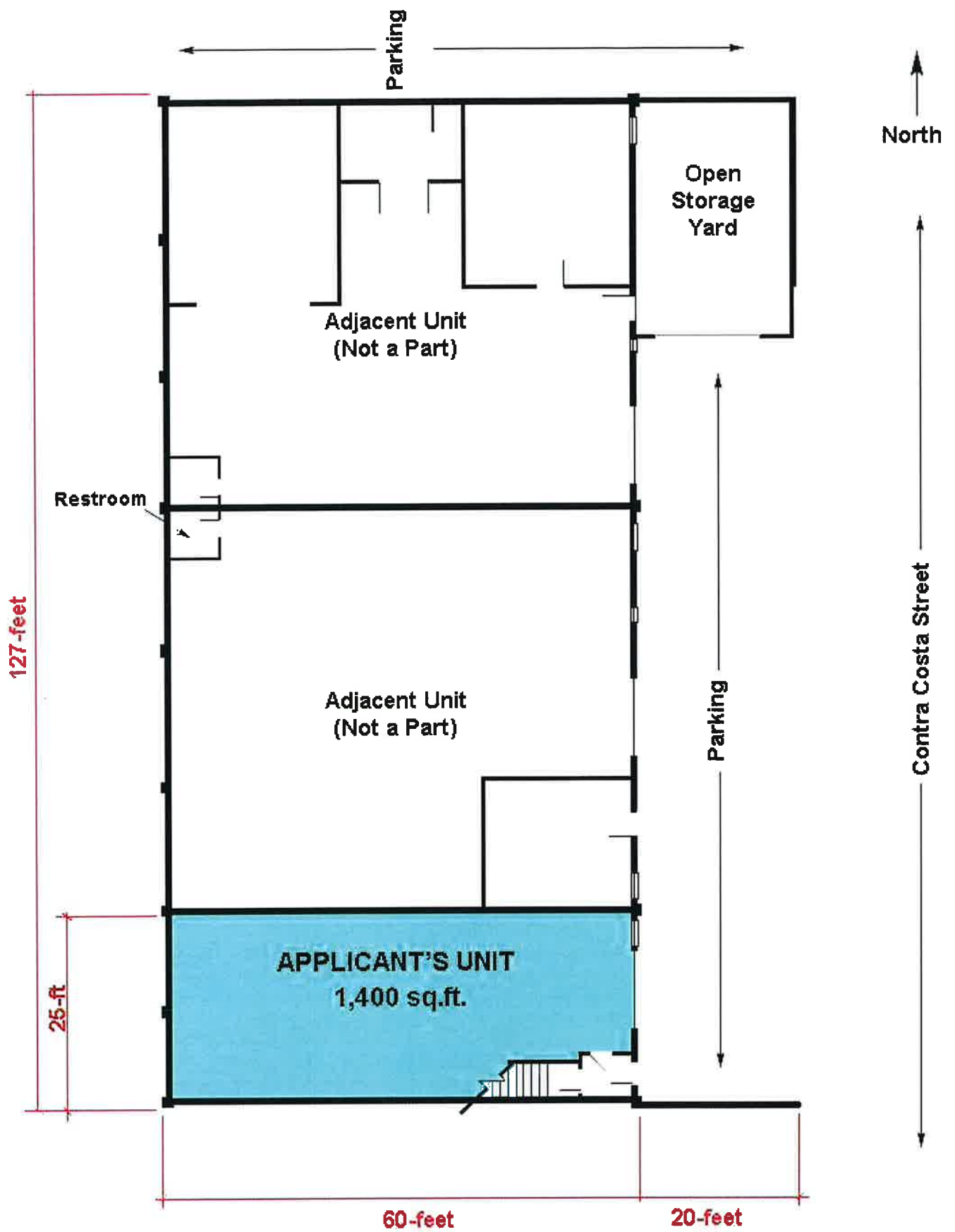


**Aerial Map** (via Google Earth)



**Location & Building Map**





**Site Plan & Floor Plan**

**CenCal Restorations, LLC  
1815-A Contra Costa Street  
Seaside, California 93955**

City Manager  
Seaside, California

Attention: Charles

Subject: Letter of Intent

Dear Sir:

My company specializes in vintage and classic restoration of antiques from A to Z. Our process involves surface restoration and painting of antiques.

- Hours and days of operation: 8am to 5pm Monday thru Friday
- Number of Employees: three
- Number of Vehicles: one
- Schedule, frequency, and method of shipments and deliveries: Infrequently during the week by FEDEX or USPS
- List of materials and equipment, vehicles used and/or stored at the subject property: Spray booth, restoration tools
- Any other relevant detailed information pertaining the proposed use: none

A previous company was approved for a spray booth by the city and the building owner, James Davi, will allow me to install another booth if permitted by the city.

Also I am a long time owner of Freedom Medical Transportation (ten years) a non-emergency medical transportation company which is located next door to this location. One of our largest clients is the Community Hospital of Monterey Peninsula (CHOMP) and we are well-known company in the community.

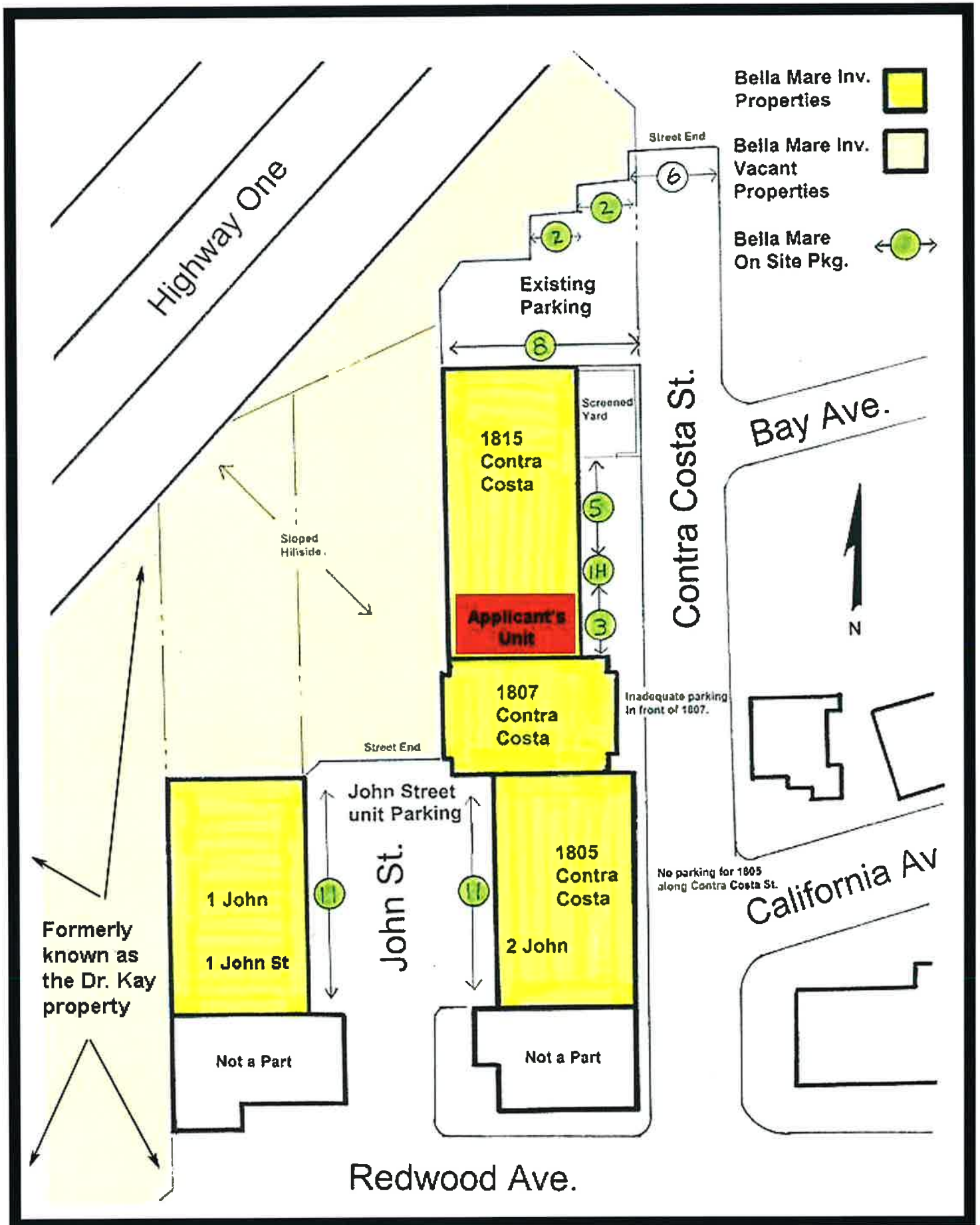
I am very excited about developing this company and believe that our unique process will offer a currently non-existent service of value to our community.

Your consideration of this request would be greatly appreciated.

Sincerely,



Eric Sonne, Owner



**Parking Diagram**

Monterey County Health Department  
1270 Natividad Road, Room B301  
Salinas, CA 93906  
(831) 755-4511  
Fax (831) 755-8954

Jurisdiction Name Sand City  
Use Permit # CDP 19-03  
Or \_\_\_\_\_  
Building Permit # \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone # \_\_\_\_\_

### HAZARDOUS MATERIAL QUESTIONNAIRE

Business Name Cal Cen Restoration Type of Business Light Manufacture  
Site Location 1815-A Contra Costa St. City Sand City APN: 011-177-025  
Mailing Address PO Box 1361 Seaside CA 93955  
Business Contact Eric Sonne (831) 241-4964  
Name Phone Number  
Property Owner Bella Mare Investments LLC (831) 392-0441  
Name Phone Number

- Will your business/proposed project be using any hazardous materials such as oil, fuels, solvents, compressed gases, acids, corrosives, pesticides, fertilizers, paints or other chemicals?  
 Yes  No
- Will your business/proposed project be using hazardous materials in quantities of 55 gallons and above for liquids, 500 lbs. and above for solids and/or 200 cubic feet and above for compressed gases?  
 Yes  No
- Will your business/proposed project be using any quantities of acutely hazardous materials such as ammonia, chlorine, sulfuric acid, formaldehyde, hydrogen peroxide, methyl bromide or other restricted pesticides?  
 Yes  No
- Will your business/proposed project be using underground storage tanks to store hazardous materials?  
 Yes  No
- Will your business/proposed project be generating any quantities of hazardous waste such as waste oil, waste solvents, etc?  
 Yes  No
- Will your business/proposed project be emitting any hazardous air emissions?  
 Yes  No

**CERTIFICATION:**

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge and belief.

ANY QUESTIONS REGARDING THIS FORM CAN BE DIRECTED TO:

Monterey County Health Department  
Division of Environmental Health  
1270 Natividad Road, Room B301  
Salinas, CA 93906  
(831) 755-4511

Executed AT:

\_\_\_\_\_  
City, State

Print Name of Owner/Operator: Eric Sonne

Signature of Owner/Operator: 

**For Local Jurisdiction Use Only:**

- Is there a known or proposed school, hospital, day care, or long term care facility within 1,000 feet of this site location?  
 Yes  No
- Is there a known or proposed school, hospital, day care, or long term care facility 1/4 mile of this site location?  
 Yes  No

Health Department Clearance

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Air Pollution District Clearance

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**EXHIBIT G92**

CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_, 2019

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING  
COASTAL DEVELOPMENT PERMIT 19-03 FOR CEN CAL RESTORATION  
AUTHORIZING A GENERAL RESTORATION WORKSHOP AT  
1815-A CONTRA COSTA STREET**

**WHEREAS**, Eric Sonne of “Cen Cal Restorations” (the “Applicant”) submitted an application to the City of Sand City (the “City”) for coastal development permit approval to establish and operate a vintage antiques and restoration workshop with a spray booth (the “Applicant’s Use”) within an approximate 1,400 square foot commercial unit at 1815-A Contra Costa Street (portion of APN 011-177-025) in Sand City (the “Subject Property”); and

**WHEREAS**, the Applicant’s Use at the Subject Property, of the scale and intensity described in the application and as conditioned via a coastal development permit, is considered compatible with a mixed-use neighborhood of the West End District, as defined by the City’s General Plan and Zoning Ordinance; and

**WHEREAS**, the Applicant’s Use within the Subject Property’s commercial building will not require an allocation of water under the current regulations of the Monterey Peninsula Water Management District (M.P.W.M.D.); and

**WHEREAS**, the Applicant’s Use within an existing commercial building qualifies as a Categorical Exemption under CEQA (California Environmental Quality Act) Guidelines, Section 15301; and

**WHEREAS**, the proposed spray application activities of the Applicant’s Use justifies the necessity to install and utilize an enclosed spray booth, compliant with the regulations of the Monterey Bay Air Resources District; and

**WHEREAS**, the City Council of the City of Sand City, on \_\_\_\_\_, 2019, has found and determined that the Applicant’s Use, as identified by the Applicant and appropriately conditioned, will not adversely impact the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and thus Coastal Development Permit 19-03 may be granted upon the conditions hereinafter set forth; and

**WHEREAS**, the City Council of the City of Sand City has accepted the analysis and findings for approving Coastal Development Permit 19-03 (hereinafter “CDP 19-03”) as outlined in the City staff report, dated June 7, ~~2018~~ 2019.

1. CDP 19-03 is not valid, and the Applicant’s Use of the Subject Property shall not commence unless and until two copies of this Resolution/Permit, signed by the permittee and the Subject Property’s owner, acknowledging receipt of the Permit and acceptance of the terms and conditions, is returned to the City’s Planning Department.

Failure to return said signed/executed document may be grounds for City termination of CDP 19-03.

2. Purpose: CDP 19-03 is for the express purpose of authorizing, at the scope and scale described by Applicant to the City, a vintage antiques and restoration workshop with a spray booth with accessory office and interior storage within an approximate 1,400 square foot commercial unit of an existing commercial building at 1815-A Contra Costa Street (portion of APN 011-177-025); subject to the terms and conditions specified in CDP 19-03. Residential occupancy of the Applicant's unit of the Subject Property is prohibited. There shall be no expansion to the scope or intensity of the Applicant's Use beyond that as authorized by CDP 19-03 without either an amendment of said Permit or the City issuance of a new land use entitlement permit.
3. Hours of Operation: Hours of operation for the Applicant's Use on the Subject Property shall only occur between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays. All workshop and/or loading/unloading activities associated with the Applicant's Use at the Subject Property shall only occur within these aforementioned permitted hours of operation. Office activity on-site by the Applicant may extend beyond the aforementioned hours/days provided that the Applicant's unit is not open to the public.
4. Parking: A minimum of two (2) regulation sized parking spaces shall be maintained on the Subject Property for the Applicant's Use. The Subject Property shall maintain a minimum of nine (9) parking spaces along the building's frontage, eight (8) spaces perpendicular to the north elevation, and another four (4) spaces facing north opposite of the eight spaces, for use by tenants of this building.
5. Loading/Unloading: All loading/unloading activities shall only occur during permit authorized operational hours (see Condition No. 3). Short term (approximately 5-minute) loading/unloading within the upper segment of Contra Costa Street, north of the California Avenue intersection and only in front of the Applicant's unit, is allowed via private shipment companies (i.e. Federal Express, UPS, USPS, etc.), provided it does not impede overall traffic circulation of public streets. All other loading/unloading activity associated with the Applicant's business operation shall be conducted within the Applicant's designated on-site parking spaces without encroaching into the street.
6. Truck & Trailer Street Parking: In accordance with Municipal Code Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other large vehicles, as listed in Chapter 10.08, within any street or along any curb at any time unless actively involved with loading/unloading or otherwise has a valid City issued annual parking permit. Violation of this condition may result in the issuance of citations in accordance with Municipal Code Chapter 10.08.
7. Storage: All materials, parts, tools, equipment, packaging, pallets, and/or any other item associated and/or manufactured/serviced by the Applicant's Use stored on the Subject Property, shall only be stored within the Applicant's unit and are prohibited from being stored beyond the confines of the Applicant's unit and building. Any materials stored/used on-site, that may pose a hazard, shall comply with all

requirements of the Monterey County Health Department, the City's Fire Department, and the City's code enforcement officer. The placement of a self-contained portable storage unit on-site, beyond the confines of the building, is hereby prohibited; and the need of the Applicant to do so shall be considered by the City as evidence that this operation has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's operation; and thus be sufficient justification for the City to terminate CDP 19-03.

8. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site, except as otherwise allowed by CDP 19-03. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area of the Subject Property for the duration of the Applicant's Use at the Subject Property.
9. Signs: Any commercial sign on the exterior of the building or anywhere on the Subject Property, identifying the Applicant's Use, shall be reviewed and approved by the Sand City Design Review Committee (DRC) in the issuance of a sign permit prior to the establishment of any sign such as at the Subject Property. Signs attached to the building shall also obtain a City building permit prior to installation of said sign. In accordance with Sand City Municipal Code section 18.66.070, the Applicant shall not cause for the installation of any sign on the Subject Property's west building elevation. The Applicant shall not place any free-standing sign anywhere within City limits without City Planning Department approval.
10. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by the Applicant's Use shall be stored in an appropriate waste collection bin or dumpster. Said dumpsters and/or bins are not allowed to be openly stored along the Contra Costa Street frontage, and shall be maintained within the building or the fenced yard at the north end of the parking area; except on a designated trash collection day. The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of this operation's regular routine when feasible.
11. Hazardous Waste: Any and all hazardous materials and/or waste used/generated by the Applicant's Use on the Subject Property shall be legally stored and disposed of in accordance with the regulations of the City, the County of Monterey, and the State of California. The Applicant shall concede to and abide by any direction of the City's Fire Department, the Monterey County Health Department, and/or City code enforcement officer regarding the storage and/or handling of hazardous materials on the Subject Property. Any illegal material storage, dumping, and/or disposal shall be adequate grounds for termination of CDP 19-03.
12. Spray Booth: For all spray application activities conducted on the Subject Property by the Applicant's Use, the Applicant shall utilize a code compliant spray booth. Said spray booth shall be installed and utilized in accordance with the applicable regulations of the City's Fire and Building Departments, the Monterey County Health Department, and the Monterey Bay Air Resources District. Failure to comply with any of the

aforementioned departments/agencies shall be sufficient grounds for City termination of CDP 19-03. Installation of a spray booth shall require a building permit from the City.

13. Water Runoff: The Applicant's Use shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles by the Applicant on the Subject Property.
14. Water: Issuance of CDP 19-03 does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. The Applicant's Use shall be limited to that water credit currently available to the Subject Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
15. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the Sand City Code Enforcement officer(s), the Seaside County Sanitation District, One Water (formerly 'Monterey Regional Water Pollution Control Agency'), and Monterey County Health Department, shall be implemented to the satisfaction of each department and inspector thereof. Police Department requirements pertaining to security, street parking, code enforcement, and law enforcement shall be implemented to the satisfaction of the City's Police Chief.
16. Air District: The Applicant shall be responsible for complying with applicable rules and regulations of the Monterey Bay Air Resources District (MBARD). Any spray booth installed and used on the Subject Property shall satisfy all applicable MBARD regulations. Failure to comply with MBARD shall be sufficient grounds for City termination of CDP 19-03.
17. Fire Department: The Applicant's Use of the Subject Property, as authorized by CDP 19-03, must conform to storage and operational requirements specified in the California Fire Code and to the satisfaction of the City's Fire Department inspector. Flammable materials (i.e. paints, lacquers, etc.) shall be stored within a fire code compliant flammable storage cabinet to the satisfaction of the City's fire inspector(s). The Subject Property shall be available and open for Fire Department and/or City code enforcement inspections. Failure to comply with Fire Inspector and/or code enforcement requirements may be sufficient grounds for City issuance of a 'Cease and Desist' order for closure of the Applicant's Use, and City termination of CDP 19-03.
18. Nuisance: The Applicant's Use of the Subject Property shall be conducted in such a way that it does not constitute a nuisance to surrounding properties or occupants thereof. The Applicant shall be considered responsible for the impacts created by the Applicant's Use and activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, dust, fumes, odors, overflow parking, and/or other negative impacts that this operation may or will generate. If the City Council finds at any time that any use of the Subject Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation



required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by the Applicant's Use, may be adequate grounds for the City to amend or terminate CDP 19-03. Failure to comply with such City direction may result in the amendment or revocation of CDP 19-03.

19. Violation/Termination: If the City determines that any term or condition of CDP 19-03 has been violated, and/or use of the Subject Property constitutes a nuisance or is otherwise detrimental to the neighborhood or the community, written notice shall be issued to the Applicant, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking CDP 19-03, and may then order said Permit amended or revoked. The Applicant and the Subject Property's owner/manager shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate CDP 19-03.
20. Interpretation: Any questions of intent or interpretation regarding any condition within CDP 19-03 shall be subject to and resolved by the City's Planning Department.
21. The issuance of CDP 19-03 shall not supersede or override any applicable requirement of any other City, County, State, or Federal agency.
22. Indemnification: To the extent permitted by law, the Applicant and Subject Property's owner shall indemnify and hold harmless the City, its City Council, its officers, employees, consultants, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the Applicant to attack, set aside, or void any permit or attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
23. Business License: The Applicant shall acquire, maintain, and annually renew a Sand City business license for the duration of the Applicant's Use within Sand City. Failure to maintain a current business license may be sufficient grounds for termination of CDP 19-03.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_ day of July, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Linda K. Scholink, City Clerk  
Signatures continued on following page...

\_\_\_\_\_  
Mary Ann Carbone, Mayor

Signatures continued from previous page.

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This is to certify that the Coastal Development Permit (CDP) 19-03 contains the conditions specified by the City Council in approving said Permit.

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Charles Pooler, City Planner

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**APPLICANT ACCEPTANCE (CDP 19-03)**

The Coastal Development Permit is hereby accepted upon the express terms and conditions hereof, and the undersigned agrees to strictly conform to and comply with each and all of the said terms and conditions therein.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**Applicant**

**CONSENT OF OWNER (CDP 19-03)**

Consent is hereby granted to the permittee to carry out the terms and conditions of the Coastal Development Permit.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**Property Owner**

**AGENDA ITEM**

**9B**

**THIS ITEM TO BE  
DISTRIBUTED UNDER  
SEPARATE COVER**

**AGENDA ITEM**

**11A**



## STAFF REPORT

Agenda  
Item

11A

**DATE:** June 12, 2019  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Shelby Gorman, Administrative Assistant  
**SUBJECT:** Record Management, Agenda Process, and Website Software

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### RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into an agreement with Granicus for their govMeetings and govAccess tools to enhance the capabilities of City Hall staff, promote transparency, and encourage community engagement.

Adopt a resolution authorizing the City Manager to enter into an agreement with ECS Imaging for Laserfiche to enhance the capabilities of City Hall staff, promote transparency, and encourage community engagement.

### BACKGROUND

City Staff have been working toward choosing a record management system for years. The current method of storing records is physical, leaving Resolutions, Ordinances, and other vital information vulnerable to damage and destruction. Staff must often leave City Hall to venture to the storage units to search for records which are disorganized, covered in dust, rust, and all else. This process increases document recovery significantly resulting in increased wait times, increased opportunity cost for staff, and the very real possibility that the document simply will not be found.

The departments for the Clerk, Finance, Planning, and the Police have documents with indefinite retention schedules. These documents must be kept in the best condition possible for as long as possible. Storing these files digitally provides a nearly immortal backup to ensure the City remains in compliance with the appropriate retention schedules. In addition, digital versions of files can be considered original files if no other form of the document exists.

Digitally storing files is the most practical and efficient way to ensure the longevity of documents. However, longevity of a file is only half of the conversation. A file also needs to be recoverable as quickly as possible.

Digital agendas are increasingly popular for municipalities. The ease of access, ability to view the packet in sections, and automatic distribution make this tool a valuable asset. The City's current agenda process is disorganized and redundant. An agenda management system would allow for routing between departments, comment and review tracking, editing, and other features to streamline the process. Most agenda management systems also include the ability to transform the agenda into a template for minutes. This allows for a more efficient turnaround for minutes which results in a more efficient use of staff hours.

The City's website is inefficient to say the least. City staff often receives calls from members of the public who are unable to find the resources they are looking for. The outdated system also slows down staff who need to regularly update the site. The look of the website itself is outdated and unappealing. ADA accessibility for websites has become an essential feature for cities to provide as well, which the current site cannot support.

## **RESEARCH AND ANALYSIS**

City staff has researched options for software.

### **RECORD MANAGEMENT**

Four options were considered for record management software: govRecords, Laserfiche (ECS Imaging), Therefore, and OnBase. Requirements for the desired software included the abilities to backup files and records for disaster recovery, easily search for and find documents, be compatible with current software, export in native file formats, be customizable for the needs of the City, incorporate a record retention schedule, be user-friendly and intuitive, and limit the access of users. It was also preferred that the software be able to integrate with the City's website for simple public record searches, provide regular reports on documents eligible for destruction, and offer regular opportunities for staff training.

City staff also prefers the option to have the contracted agency store the City's data as many data centers maintain high security levels as well as being cost efficient. If the City were to host their own data, an additional server would need to be purchased which can cost around \$25,000. Several products researched hold federal data security standards (FedRAMP) and protect data with advanced security control and encryption key management. The City also has the option to locally backup files if desired.

Most of the products compared fit these guidelines. Canon's Therefore was the least qualified program to fit these qualifications as it does not have the capability to add a retention schedule to a document. Nor would it be able to integrate with a website program to create a public record interface. As all other programs researched did and do so at a lesser cost, Therefore is not recommended. govRecords and OnBase were similarly not pursued as their costs far exceeded that of other programs. They did offer the option for extensive storage but did not have extra file management capabilities compared to other options. These two programs are targeted more for county-level organizations.

Laserfiche is the most widely used and recommended program. ECS Imaging, the Laserfiche provider, serves over 130 city governments, 50 law and justice agencies, 35 counties, tribes, and federal agencies, 7 housing authorities, 70 educational institutions, 70 commercial and nonprofit companies, and 45 special districts. Laserfiche, itself, is used by over 36,000 organizations worldwide. It fulfills the needs of City staff and would integrate seamlessly with our website. It allows for customization by each user as well as document routing and automatic retention schedule reports. It has a clean look and intuitive use.

The departments of the City Clerk, Finance, and Planning have reviewed the software suggestion and are in support of staff recommendation of Laserfiche.

#### DIGITAL AGENDA PROCESS

AgendaQuick was disregarded when compared to other programs as it was difficult to use and its provider does not have the reputation for service desired. govMeetings (Granicus) and CivicClerk are more user friendly and integrate more efficiently with the website.

This tool would allow for online agenda management to create new files for meeting agendas and digitally organize them to a customized approval sequence, digital minutes recording and creation, instant digital vote capture, live streaming and video recording if desired, able to be archived recording, and boards and commissions management to keep track of board appointment expirations, open and filed seats, and applications.

Over 2,400 local governments use govMeetings because of its easy-to-use tools for increasing internal efficiency and comes highly recommend from other agencies. It includes online agenda management, digital minutes recording to record all votes and notes through a simple interface and automatically transfers everything into minutes creation, instant digital vote capture, live streaming and video recording, and boards and commissions management to keep track of board appointment expirations, open and filed seats, and applications with a dashboard view.

CivicClerk features unlimited meetings, users, storage, custom agenda design, an electronic approvals engine, confidential attachments, vote tracking, task management, minutes



comments and discussions, drag-and-drop organization, automated track changes, reporting, dash analytics, automatic default items, intelligent keyword search and filters, custom security profiles, automatic email notifications, a board portal, and a public portal. CivicPlus is the largest provider of government solutions in the United States.

govMeetings and CivicClerk meet nearly the same level of intuitive use and practical application. One major difference observed by staff is in responsiveness. The Granicus team for govMeetings demonstrated a reliability and dedication to service that the CivicPlus team for CivicClerk did not even touch. It took multiple attempts to receive responses from the CivicPlus staff in regard to technical questions and the sales staff was nearly unreachable. While the product itself is sufficient for the goals of the City, the current staff may have foreshadowed the relationship the City would have with technical assistance.

The department of the City Clerk has reviewed the software suggestion and is in support of staff recommendation of govMeetings.

#### WEBSITE

The City's current design was contracted with EMC Planning Group in 2015 for \$18,000. This was amended later that year to add \$5,000 to the cost limit. This was again amended to add \$3,000. The total contracted amount for the website redesign was \$26,000, of which \$24,393.74 was spent (Attachment 1). Following the redesign, the City has spent \$1,393.75 which amounts to 11.15 hours. While yearly maintenance expenses are low, the number of hours spent on maintenance and updates is also low. The rate for EMC Planning for website updates is \$125 per hour.

It is essential that the City have access to customer support and regular site maintenance. While City staff maintains the site, regular updates and improvements are handled by a contracted agency.

govAccess is used by more than 1,500 government agencies. Users find it easy to create and publish content. Their state-of-the-art hosting infrastructure offers greater than 99.9% uptime backed by unlimited 24/7 customer support and regular health checks. govAccess allows for ease of publishing and content approval, custom mobile experiences, a drag-and-drop form builder for automated services, multi-channel publishing, and opportunities for community feedback through polls and aggregate data. Its mobile interface mimics that of an app without requiring the download of an actual app. govAccess offers training webinars, an on-demand video library, and best practices webinars and resources. See <https://www.raymore.com/>

Proud City, despite the low proposal cost, does not allow hosting for the site. This would be managed by City staff and require an additional contract for services. The current site for the

City is managed by WordPress, with which staff has had many complaints. Proud City also uses WordPress for content management. Proud City can incorporate Granicus and Laserfiche and so the City could choose to use Proud City for website design but govMeetings for agenda management and Laserfiche for record management with smooth integration. It also utilizes a responsive, mobile-friendly design. See <https://www.rustonwa.org/>

CivicCMS features an agenda builder module, schedule publishing, forms, archived content, department and board specific news, ADA compliance, scheduled expiration dates, audit trail and history log, content previewing, surveys and polling, bids and RFPs, service request forms, and a business directory. See <https://www.ci.brea.ca.us/>

The significant differences between the sites are the look, the support received, and future capabilities. They all allow for calendars, alter bars, site searches, directories, polls and voting, ADA accessibility, archived meetings with resources, forms, and the opportunity for online payments. govAccess and CivicCMS additionally gather site data to generate analytics for staff use. While this feature may not be immediately utilized, it could be in the future. govAccess is the only product that offers a redesign after 4 years at no additional cost.

The departments of the City Clerk, Finance, Planning, and Safety have reviewed the software suggestion and are in support of staff recommendation of govAccess.

**FISCAL IMPACT**

Proposals submitted to the City are as follows.

**RECORD MANAGEMENT**

	Initial	Year 2	Year 3	Year 4	Year 5	TOTAL 5YR
<b>govRecords+</b>	\$30,000*	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000*
<b>Laserfiche</b> (Attachment 2)	\$32,400	\$4,500	\$4,500	\$4,500	\$4,500	\$50,400
<b>Therefore</b> (Attachment 3)	\$36,420	\$0	\$0	\$0	\$3,528	\$39,948
<b>Hyland</b> <b>OnBase+</b>	\$60,000+	\$10,000+	\$10,000+	\$10,000+	\$10,000+	\$100,000+

\*This price does not include the City's storage expenses which would totally approximately \$5,000.

+Please note these firms did not provide official quotes, as estimates were deemed sufficient to remove the system from consideration

DIGITAL AGENDA MANAGEMENT

	Initial	Year 2	Year 3	Year 4	Year 5	TOTAL 5YR
<b>govMeetings (Granicus)</b> (Attachment 4)	\$3,300	\$3,630	\$3,993	\$4,392	\$4,832	\$20,147
<b>AgendaQuick++</b>	\$4,700	\$3,200	\$3,200	\$3,200	\$3,200	\$17,500
<b>CivicClerk</b> (Attachment 5)	\$5,065	\$3,240	\$3,402	\$3,572	\$3,751	\$19,030

+Please note this quote was provided by the City of Pacific Grove based on their current expense.

WEBSITE

	Initial	Year 2	Year 3	Year 4	Year 5	TOTAL 5YR
<b>govAccess (Granicus)</b> (Attachment 4)	\$7,500	\$4,000	\$4,200	\$4,410**	\$4,631	\$20,331
<b>Proud City</b> (Attachment 6)	\$5,200*	\$1200*	\$1200*	\$1200*	\$1200*	\$10,000*
<b>CivicCMS</b> (Attachment 7)	\$8,750	\$1,750	\$1,838	\$1,929	\$2,026	\$16,293
<b>CivicCMS + PD subsite</b> (Attachment 7)	\$11,750	\$2,250	\$2,338	\$2,429	\$2,526	\$21,293

\*This price does not include the City's hosting expenses.

\*\* This price includes a total site redesign if desired.

The two preferred combinations of services,

1. Laserfiche for record management, govMeetings for digital agenda processing, and govAccess for the website; and
2. Laserfiche for record management, CivicClerk for digital agenda processing, and CivicCMS for the website

total to similar costs. The combination of govAccess and govMeetings provides the City with a 10% discount. While option "2" has a higher upfront cost, the yearly costs are slightly smaller. Option 1 has an initial implementation cost of \$42,250, with a yearly expense of \$12,130, increasing 3% per year. Option 2 has an initial implementation cost of \$49,215, with a yearly expense of \$9,990, increasing 3% per year. Just looking at the website and agenda management software costs, govAccess and govMeetings have an implementation cost of \$10,050, where CivicCMS and CivicPlus have and implementation cost of \$16,815.

When looking at a five year projection of costs for the two options, option "1" totals \$89,297 for five years and option "2" totals \$90,723 for five years. These average to \$18,659 per year and \$18,145 per year respectively. The difference is nearly insignificant.

Option 1	Initial	Year 2	Year 3	Year 4	Year 5	TOTAL 5YR
Laserfiche	\$32,400	\$4,500	\$4,500	\$4,500	\$4,500	\$50,400
govMeetings	\$3,300	\$3,630	\$3,993	\$4,392	\$4,832	\$20,147
govAccess	<u>\$6,750</u>	<u>\$4,000</u>	<u>\$4,000</u>	<u>\$4,000**</u>	<u>\$4,000</u>	<u>\$22,750</u>
<b>TOTALS</b>	<b>\$42,450</b>	<b>\$12,130</b>	<b>\$12,493</b>	<b>\$12,892</b>	<b>\$13,332</b>	<b>\$93,297</b>

Option 2	Initial	Year 2	Year 3	Year 4	Year 5	TOTAL 5YR
Laserfiche	\$32,400	\$4,500	\$4,500	\$4,500	\$4,500	\$50,400
CivicCMS	\$11,750	\$2,250	\$2,338	\$2,429	\$2,526	\$21,293
CivicClerk	<u>\$5,065</u>	<u>\$3,240</u>	<u>\$3,402</u>	<u>\$3,572</u>	<u>\$3,751</u>	<u>\$19,030</u>
<b>TOTALS</b>	<b>\$49,215</b>	<b>\$9,990</b>	<b>\$10,240</b>	<b>\$10,501</b>	<b>\$10,777</b>	<b>\$90,723</b>

\*\* This price includes a total site redesign if desired.

The City currently spends approximately \$1,093.91 per year on GoDaddy and WordPress services. \$100 of this is on a website and Office 365 email that are not in use. EMC Planning website update services average to less than a half hour of work per year, or approximate \$50. As explained above, the minimal expenses for these services reflect the minimal services the City is receiving.

## IMPLEMENTATION

As "Option 1" is the Staff recommendation, the implementation schedule was mapped out for an understanding of the timeline until the Council would see the results of these programs. It also provides an idea of the Staff resources necessary for implementation.

Laserfiche (Attachment 8) for Records Management

<u>Task</u>	<u>Duration</u>
Initial Project Planning	1 day
Software Installation and Configuration	0.5 day
Basic System Configuration	0.5 day
Training	2 days
Project Management	ongoing
<b>TOTAL</b>	<b>approx. 2 - weeks</b>

govMeetings (Attachment 9) for Digital Agenda Management

<u>Task</u>	<u>Duration</u>
Pre-work	1 week
Project Kick Off	3 days
Configuration and Deployment	3 weeks – 1 month
Training	4 days
Project Launch	2 weeks
Project Transition	1 day
TOTAL	approx. 2 months

govAccess (Attachment 10) for Website

<u>Task</u>	<u>Duration</u>
Research	1-3 weeks
Design	2-4 weeks
Site Development	8-10 weeks
Launch	2-4 weeks
Post Launch	ongoing
TOTAL	3-6 months

## CONCLUSION

City Staff recommends Laserfiche through ECS Imaging and govAccess and govMeetings through Granicus. The two firms have seamlessly integrated and both have outstanding customer service. Their prices are competitive, and have the lowest implementation costs in the market for the services they provide. These programs will make staff more efficient, ensure compliance with local, state, and federal regulations, encourage community involvement, and present the City as organized, adaptable, and truly seeking to improve their services to the community.

## ATTACHMENTS

- Attachment 1: 2015 Website Redesign Expenses
- Attachment 2: ECS Imaging’s Laserfiche Proposal
- Attachment 3: Canon’s Therefore Proposal
- Attachment 4: Granicus’s govMeetings and govAccess Proposal
- Attachment 5: CivicPlus’s CivicClerk Proposal
- Attachment 6: Proud City Proposal

- Attachment 7: CivicPlus's CivicCMS Proposal
- Attachment 8: ECS Imaging, Inc. – LF Installation and Scope of Services
- Attachment 9: govMeetings Project Plan Example
- Attachment 10: govAccess Timeline + Development Plan
- Attachment 11: Master Services Agreement with ECS Imaging, Inc.
- Attachment 12: Granicus Master Subscription Agreement

**EMC Planning**

## Website Design

GL Code: 5131-01

Fiscal Year 2015-2017

Contract Amount 18000 + \$5000 + \$3,000 = \$26,000

Resolution SC 15-30 &amp; SC 15-66 &amp; SC 16-73

Term: 2015-2017

<u>Check Date</u>	<u>Check #</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Balance</u>
		Beginning Balance		26,000.00
07/21/15	28369	June 2015	2,768.20	23,231.80
08/25/15	28507	July 2015	1,394.40	21,837.40
09/22/15	28610	August 2015	2,507.50	19,329.90
10/27/15	28723	September 2015	3,266.82	16,063.08
11/24/15	28836	October 2015	8,642.04	7,421.04
12/22/15	28929	November 2015	1,329.71	6,091.33
01/26/16	29049	December 2015	1,836.09	4,255.24
03/22/16	29265	February 2016	463.26	3,791.98
10/18/16	30075	March-Sept 2016	2,731.72	1,060.26
			<u>24,939.74</u>	

 <p><b>ECS Imaging Inc</b> Four World Class Laserfiche Products</p>	<p>ECS Imaging, Inc. 5905 Brockton Ave, Suite C Riverside CA 92506</p>	<p>Phone: 951-787-8768 Fax: 951-787-0931 www.ecsimaging.com</p>	<h1 style="font-size: 2em; margin: 0;">Quote</h1>
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**Quote Type Avante**

**Quotation For**

Name: Shelby Gorman  
Company: Sand City  
Phone: 831-394-3054  
E-mail: Shelby@SandCityC

**Quote Info**

Date: 8/7/2018  
Quote Number: 8/7/2018  
Valid Through: 10/7/2018  
Terms: Net 30  
Account Manager: Al Camion  
Phone: 408-771-4816  
E-mail: al@ecsimaging.com

**Description of Product and Services**

**Software**

**Avante includes Workflow and Forms Essentials**

SKU	Description	Unit Price	Quantity	Line Total
MSE10	Laserfiche Avante Server for SQL Express with Workflow	\$ 1,500.00	1	\$ 1,500.00
MNF16	Laserfiche Named Full User w/Web Access, Snapshot, and Email	\$ 600.00	10	\$ 6,000.00
MPP1	Laserfiche Starter Public Portal (10 retrieval user licenses)	\$ 15,000.00	1	\$ 15,000.00
<b>Software Subtotal</b>				<b>\$ 22,500.00</b>

**Annual Maintenance and Licensing**

SKU	Description	Unit Price	Quantity	Line Total
MSE10B	Laserfiche Avante Server for SQL Express with Workflow LSAP	\$ 300.00	1	\$ 300.00
MNF16B	Laserfiche Named Full User w/Web Access, Snapshot, & Email LSAP	\$ 120.00	10	\$ 1,200.00
MPP1B	Laserfiche Starter Public Portal (10 retrieval user licenses) LSAP	\$ 3,000.00	1	\$ 3,000.00
<b>Annual Maintenance Subtotal</b>				<b>\$ 4,500.00</b>

**Hardware**

SKU	Description	Unit Price	Quantity	Line Total
<b>Hardware Subtotal</b>				<b>\$ -</b>

**Professional Services**

SKU	Description	Rate	Quantity	Line Total
ECSCI	ECS Install, Configuration, Consulting, & Project Management Services	\$ 1,800.00	1.00	\$ 1,800.00
ECST	ECS Training Services	\$ 1,800.00	2.00	\$ 3,600.00
<b>Professional Services Subtotal</b>				<b>\$ 5,400.00</b>

**Special Terms**

Scope of professional services: 1/2 day for Laserfiche software install, 1/2 day to configure folders and one template, 2 days of training 1 day for basic Laserfiche training and 1 day for workflow, forms, retention and public portal training.

	<b>Subtotal</b>	<b>\$ 32,400.00</b>
<b>Tax Rate</b> Software Only (Download Only)	0.000%	<b>Tax</b> \$ -
Software is only available via download and is not subject to CA sales tax	<b>Shipping</b>	\$ -
<b>Total</b>		<b>\$ 32,400.00</b>

**Annual Priority Support Contract Includes**

- o Maximum 4 Hour Response Time - Upgraded from 24 hours with traditional LSAP support
- o Live Hours of support are 7:30am - 5:00pm PST M-F
- o Unlimited Phone and E-mail Support
- o On-site time is calculated to the nearest half hour and minimum onsite calculation is between 2-8 hours depending on the location
- o On-site time can be used for remedial training, installing updates, and consulting, in addition to support
- o ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.
- o Two free admissions to the ECS Annual Customer Conference along with Free Admission to Quarterly User Groups
- o Monthly E-Newsletter
- o On-site/remote support hours included as quoted. On-site within next business day as needed. Additional hours of support purchased at a discounted hourly rate. Customers not under this plan can purchase on-site hours at \$250/hour with a 1 hour minimum for remote support, and an 8 hour minimum onsite charge in addition to travel expenses.

**Hardware Return Policy:**

Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a 15% restocking fee may apply. Defective hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.



# NASPO vs NIPA price comparison for Therefore Essentials

National IPA Contract									
Item Code	Description	MSRP	Units	NIPA Price	Ext Purch	NIPA 60 mo \$1	Ext Lease		
6986B006	THEREFORE ESSENTIALS EDITION BUNDLE (NAMED USERS)	\$14,350.00	1	\$11,936.00	\$11,936.00	\$248.27	\$248.27		
6986B007	THEREFORE ESSENTIALS EDITION - ADDITIONAL 5 NAMED USER PACK	\$3,450.00	1	\$2,860.00	\$2,860.00	\$59.49	\$59.49		
6986B042	THEREFORE MFP APPLICATION LICENSE (MEAP-ENABLED DEVICE)	\$1,100.00	1	\$933.00	\$933.00	\$19.41	\$19.41		
2478V482	THEREFORE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST	\$1,058.00	11	\$761.00	\$8,371.00	\$15.83	\$174.12		
6986B057	THEREFORE SOFTWARE ASSURANCE	\$12.00	1176	\$11.00	\$12,936.00	\$0.23	\$269.07		
6315AD42	eCopy PDF Pro Office Single License, 5 yrs Maintenance and Support	\$317.00	2	\$227.00	\$454.00	\$4.72	\$9.44		
					<b>\$37,490.00</b>		<b>\$779.79</b>		
80748002	imageFORMULA DR-G1100 scanner (delivery/installation included)	\$6,775.00	1	\$4,953.00	<b>\$4,953.00</b>	\$94.60	\$94.60		
NASPO/WSCA Contract									
Item Code	Description	MSRP	Units	NASPO Price	Ext Purch	NASPO 60 mo \$1	Ext Lease		
6986B006	THEREFORE ESSENTIALS EDITION BUNDLE (NAMED USERS)	\$14,350.00	1	\$12,198.00	\$12,198.00	\$256.16	\$256.16		
6986B007	THEREFORE ESSENTIALS EDITION - ADDITIONAL 5 NAMED USER PACK	\$3,450.00	1	\$2,933.00	\$2,933.00	\$61.59	\$61.59		
6986B042	THEREFORE MFP APPLICATION LICENSE (MEAP-ENABLED DEVICE)	\$1,100.00	1	\$935.00	\$935.00	\$19.64	\$19.64		
2478V482	THEREFORE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST	\$1,058.00	11	\$740.00	\$8,140.00	\$15.54	\$170.94		
6986B057	THEREFORE SOFTWARE ASSURANCE	\$12.00	1176	\$10.00	\$11,760.00	\$0.21	\$246.96		
6315AD42	eCopy PDF Pro Office Single License, 5 yrs Maintenance and Support	\$317.00	2	\$227.00	\$454.00	\$4.77	\$9.53		
					<b>\$36,420.00</b>		<b>\$764.82</b>		

**Notes:**

Therefore Essentials Edition server license, ten (10) named user licenses, one (1) capture client, and the first five years of Support.

A Statement of Work (SOW) is required for this solution.

**THEREFORE MFP APPLICATION LICENSE (MEAP-ENABLED DEVICE)**

Includes one (1) Therefore MFP application license for a Canon MEAP-enabled device and the first five years of Support & Maintenance (Software Assurance). Support & Maintenance provides remote support (telephone, email, and web-based), patches, bug fixes and upgrades.

On-site support is purchased via Subscription Support Services.

**eCopy PDF Pro Office** Includes two single licenses of eCopy PDF Pro Office and five (5) year of eCopy Maintenance & Support. On-site support is not included in this bundle and must be purchased via Subscription Support Services. This item will be delivered as a physical package eCopy PDF Pro Implementation Services for installation and end user training are included.

**NOTE:**

**YOU MUST REGISTER ALL eCOPY PRODUCT AND eCOPY MAINTENANCE IN ORDER TO OBTAIN SUPPORT.** Registration can be performed at registration.ecopy.com.

## Granicus Proposal for Sand City, CA

**This quote is for budgetary purposes only. Please do not submit a Purchase Order against this document. Pricing is subject to change based on the scope. Please contact your Granicus representative for an official quote, which will include a period of performance, final pricing, and terms and conditions.**

### Granicus Contact

**Name:** Andrew Murray

**Phone:** (202) 407-7435

**Email:** andrew.murray@granicus.com

### Proposal Details

**Prepared On:** 6/5/2019

**Valid Through:** 7/31/2019

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

### One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak Agenda Management Standard Agenda Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Minutes Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Cover Page Report	Up Front	1 Each	\$0.00
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
Peak - Setup and Configuration	Up Front	1 Hours	\$0.00
govAccess - Website Design and Implementation - Pioneer	Milestones - 40/ 20/20/20	1 Each	\$6,750.00
<b>SUBTOTAL:</b>			<b>\$6,750.00</b>

**Annual Fees for New Subscriptions**

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$3,300.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$0.00 <i>(First year free)</i>
<b>SUBTOTAL:</b>			<b>\$3,300.00</b>

Remaining Period(s)	Year 2	Year 3
Peak Agenda Management	\$3,630.00	\$3,993.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$4,000.00	\$4,000.00
<b>SUBTOTAL:</b>	<b>\$7,630.00</b>	<b>\$7,993.00</b>

**Product Descriptions**

Name	Description
<b>Peak Agenda Management</b>	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to one Granicus platform site</li> <li>• Access to one Peak Agenda Management site</li> <li>• Design services for one public view page portal</li> <li>• Design services for one Agenda report template</li> <li>• Design services for one Cover Page report template</li> </ul>
<b>Peak Agenda Management Standard Agenda Report</b>	Professional service for designing an additional Peak agenda report.
<b>Peak Agenda Management Standard Minutes Report</b>	Professional service for designing an additional Peak minutes report.
<b>Peak Agenda Management Standard Cover Page Report</b>	Professional service for designing an additional Peak cover page report.
<b>Peak - Online Training</b>	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
<b>Peak - Setup and Configuration</b>	Setup and configuration of Peak Agenda
<b>govAccess - Website Design and Implementation - Pioneer</b>	<p>govAccess Website Design and Implementation - Pioneer provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> <li>• One (1) homepage wireframe from Granicus' design library</li> <li>• One (1) custom mobile homepage</li> <li>• Fully responsive design</li> <li>• Custom mobile homepage or standard mobile responsive homepage</li> <li>• Video background or standard rotating Image carousel (switchable at any time)</li> <li>• Programming/CMS implementation</li> <li>• Migrate up to 50 webpages</li> <li>• One (1) day of remote web-based training</li> </ul>

**Product Descriptions**

<b>Name</b>	<b>Description</b>
<b>govAccess - Maintenance, Hosting, &amp; Licensing Fee - Core</b>	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"><li>• Ongoing software updates</li><li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li><li>• Access to training webinars and on-demand video library</li><li>• Access to best practice webinars and resources</li><li>• Annual health check with research-based recommendations for website optimization</li><li>• DDoS mitigation</li><li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li></ul>



# Peak Agenda Management

## Streamlined, paperless agenda creation, approval and publishing

Peak Agenda Management allows staff to easily manage the agenda creation process from start to finish without the paper shuffling. Draft meeting agendas within configurable templates and submit through customized workflows to the correct departments, meeting bodies, and users. Peak's paperless integration prevents multiple versions of agendas getting shuffled around between different members - which often ends with inefficient use of meeting time spent catching up on the right documents.

Automated emails alert users that new items are up for review, and the intuitive calendar view makes it easy to manage one-time and recurring meetings. Electronically review, add and collaborate on agenda items, including attaching supporting documents and materials as needed. Once approved, agenda packets are generated into a single PDF for efficient online publishing or integration with Granicus' in-meeting and post-meeting legislative tools.



Paperless agenda review and collaboration



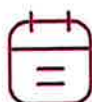
Access via web browser



Configurable agenda templates



Customizable approval workflows



Track agenda progress on dashboard and calendar



Publish to PDF

# Granicus govAccess

## A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

### MODERN WEBSITE DESIGN, MADE EASY!

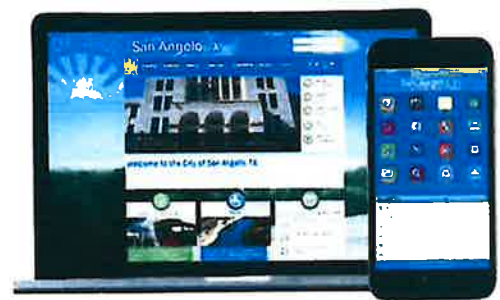
A website redesign doesn't have to be a daunting task. Let our team of experts guide you through the process. We'll leverage best practices gleaned from developing more than 800 government websites, combined with our proven and collaborative project process, to deliver a modern website your agency will be proud of.

### SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more – all while ensuring consistency and control.

### ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



*The Granicus Team went above and beyond. They were as invested in the website as we were, and we truly appreciated that.*

**Anthony Wilson**  
Public Information Officer  
City of San Angelo, TX



## WEBSITE DESIGN + IMPLEMENTATION – PIONEER

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- ✓ A homepage wireframe from our design library
- ✓ Fully responsive design
- ✓ Custom Mobile Homepage or Standard Mobile Responsive Homepage
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 50 webpages
- ✓ One (1) day of remote Web-based Training (typically used for “Writing for the Web” Training, Accessibility Training, and CMS Training)



## KEY CMS FEATURES

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- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box



## SUPPORT + MAINTENANCE

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- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastructure with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS mitigation
- ✓ Industry leading data security (advanced threat detection and penetration)



# Investment Proposal

Sand City, CA

All quotes are priced per project and presented in US dollars.  
Pricing is valid for 120 days from 5/31/2019

CivicPlus endeavors to meet your needs and expectations of your new Agenda Management System. We will discuss your needs, specifications, intended use, and budget prior to finalizing your scope of work. In the event this proposal does not include all of the functionality you need, a new pricing proposal may be provided.

## Implementation, Development, and Deployment

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### CivicClerk Agenda Management System Including:

- Up to Seven (7) Boards
- Agenda Management
- Meeting Minutes
- Live Meeting Management
- Public Portal
- Board Portal

### Professional Services & Training:

- Four (4) Hours of Virtual CivicTraining™
- One (1) Hour of Consulting

## Annual Services

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- Hosting and Security
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Account Manager
- Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond

<p>Total Investment -Year 1: \$5,065</p> <p>Annual Services (Year 2 &amp; Beyond): \$3,240</p>
--

# Quote: Sand City, California

From:



2219 Damuth Street  
Oakland, CA 94602

[info@proudcity.com](mailto:info@proudcity.com) (mailto:info@proudcity.com)  
(510) 671-0593

Quote number:

928184

To:

City of Sand City  
Sand City, CA

Issued:

02/28/2019

Valid until:

05/29/2019

Subscription	Unit Price	Total
<b>ProudCity Standard Plan</b>	\$0.01 per resident/month	\$100
<ul style="list-style-type: none"> <li>• ProudCity Web (<a href="https://proudcity.com/websites">https://proudcity.com/websites</a>)</li> <li>• ProudCity Service Center (<a href="https://proudcity.com/proudcity-service-center">https://proudcity.com/proudcity-service-center</a>)</li> <li>• ProudCity Forms (<a href="https://proudcity.com/forms">https://proudcity.com/forms</a>)</li> <li>• ProudCity Payments (<a href="https://proudcity.com/payments">https://proudcity.com/payments</a>)</li> <li>• ProudCity Care (<a href="https://proudcity.com/support">https://proudcity.com/support</a>)</li> <li>• ProudCity Safe (<a href="https://proudcity.com/security">https://proudcity.com/security</a>)</li> </ul>	334 pop.* (Minimum \$100/month)	(per month)
	<b>Subtotal</b>	<b>\$1,200</b> (per year)
	<b>Unit Price</b>	<b>Total</b>
<b>Onboarding (optional)</b>		
<b>ProudCity Onboarding</b>	\$0.20 per resident	\$4,000
<ul style="list-style-type: none"> <li>• Personalized on-boarding (<a href="https://proudcity.com/onboarding">https://proudcity.com/onboarding</a>)</li> </ul>	(334 pop.*) (Minimum \$4,000)	(one time)
<b>Totals</b>		<b>Total</b>
<b>Year One Total</b>		<b>\$5,200</b> (year one)
<ul style="list-style-type: none"> <li>• ProudCity Standard Plan: subscription</li> <li>• ProudCity Onboarding: one-time</li> </ul>		
<b>Ongoing Annual Subscription Total</b>		<b>\$1,200</b>
<ul style="list-style-type: none"> <li>• ProudCity Standard Plan</li> </ul>		per year (after year one)

*\*Based on 2010 U.S. Census population data*

# Estimated Year 1 Investment

Sand City, CA

All quotes are priced per project and presented in US dollars.  
Pricing is valid for 60 days from 5/31/2019

## CIVICCMS Standard Website Package

### Graphic Design

- ◆ Custom Design
- ◆ Fully Responsive Format (Smart Phones, Tablets)

### Content Development

- ◆ Create All Department & Board Pages
  - ⇒ Contact Info, Staff Table, Welcome Text
- ◆ Build out ALL Additional Pages/Files of Content

### Staff Training

- ◆ One Full Day of Online Group Training
- ◆ Full Access to Library of Videos/Documentation

### Post Launch Analysis (After 60-90 Days)

- ◆ Group Refresher Training Session (2 Hours)
- ◆ Project Manager Review
  - ⇒ Traffic Stats, Navigational Structure, ADA Recheck

### Supplemental Modules at No Cost

- ◆ Bids/RFPS
- ◆ Business Directory
- ◆ Intranet
- ◆ Agenda Manager
- ◆ Recyclopedia
- ◆ Popular Pages

### Secure Hosting

- ◆ SSL Certificates
- ◆ Tier 4 Data Center
- ◆ Nightly Offsite Backups
- ◆ Intrusion Detection, DDoS Mitigation

### Ongoing Customer Support

- ◆ Unlimited Live Support ,Up to 2 Primary Users
- ◆ Free Monthly Webinars
- ◆ 24/7 Technical Support

### CIVICCMS Application

- ◆ Annual CMS Usage License
- ◆ Periodic Module Upgrades
- ◆ Full Maintenance & Service Patches

### Also Includes

- ◆ Apache Solr Search Appliance
- ◆ Google Analytics
- ◆ E-Subscriber Mail Lists
- ◆ Social Media Integration
- ◆ Web Forms Builder
- ◆ No Storage Limit on Future Pages & Files

**Year One Investment: \$8,750**

Includes Upfront Development & Annual Services

Option: Spread All Costs over 3 Years: \$4,804 per Yr.

# Year 2 and Beyond Annual Services

Sand City, CA

*Each year of your contract, you'll receive system enhancements, maintenance, optimization, and have full access to our support staff so your site stays up-to-date with our latest features and functionality. (Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 and*

- **Secure Hosting and Security Services**
- **Software maintenance including service patches and system enhancements**
- **24/7 technical support and access to the Online Help Center**
- **Unlimited Live Customer Support for Designated Users**
- **Account Management Team for ongoing support and web environment evolvment**

**Beginning Year 2 Annual Services: \$ 1,750**

## CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) payment alternative payment plan provides zero interest, level payments that divides the One-Time Implementation Investment expense of your project over the first three (3) years of your contract to assist with your initial out of pocket expense and budget allocation. Each payment also includes your Annual Hosting/Maintenance Services.

1st Year CPA ..... \$ 4.084  
2nd Year CPA ..... \$ 4.084

3rd Year CPA ..... \$ 4.084  
4th Year Annual .....\$ 1,838  
(annual plus 5% technology fee)

## Optional Services

*Our clients may bundle in any or all of the following services during the initial contract or anytime thereafter. More information is available upon request*

- ◆ **Additional Unlimited Live Customer Support: \$250 per user per year**

*Provides additional users (content editors) with unlimited access to our support team for any type of help or guidance as needed*

- ◆ **Custom Department Subsites: \$3,000 One-time Development; \$500 Annual for Hosting & Support**

*Ideal for Police, Fire, Library, Recreation and other departments wishing to have their own website but at a highly discounted cost*

- ◆ **Prepaid Redesign Accrual (New Website after 4 Years)**

*Plan ahead for a completely new website at a discounted cost*

- ◆ **CivicMedia**

*CivicMedia allow clients to live stream their public meetings and then to also archive these meetings online for 24/7 public access. Integrates with social media platforms. Cost excludes your camera and an encoder (typically <\$1,000).*

- ◆ **Email Services:**

*We provide clients with a robust & easy to use email platform that also allows for the automatic archiving of all employee emails. Desktop, web and smart phone options. Clients may test drive 2-3 accounts.*

## ECS Imaging, Inc. – LF Installation Scope of Services

### Scope Description

The scope of this project consists of the installation and configuration of Laserfiche Avante for SQL Express. The installation will include Laserfiche Server 10.4 with Workflow, Starter Public Portal and 10 full named users. Configuration services include installation and configuration of the Laserfiche software, consultation and configuration of the repository structure and design based on the Client's business requirements, and training on the Laserfiche software.

### Scope Definition

The following scope of the project includes:

#### Software, Annual Maintenance and Licensing, and 3 Days of Professional Services

- **Initial Project Planning – Included**
  - Review of project requirements, project plan creation, timeline development, and resource allocation
- **Software Installation and Configuration – ½ Day**
  - Laserfiche 10.4 server, client, Workflow, Public Portal
    - Includes testing and validation
- **Basic System Configuration – ½ Day**
  - Assign User licenses, establish security permissions/access rights, etc.
  - Build index templates, folder trees, etc.
- **Training – 2 Days**
  - Laserfiche Administrator Training
    - General administration
    - Security
    - User configuration
    - Licensing
  - General User Training
    - Search and Retrieval
    - Scanning and Importing
    - Workflow
    - Retention Management
- **Project Management – Included**
  - Professional project management services from ECS
    - Project plan development
    - Kick off meeting
    - Project status meetings
    - Project status updates
  - Documentation
    - Solution documentation
    - Training documentation

### Project Duration

The total project duration is estimated to take between 2 to 4 weeks depending on several factors including but not limited to: resource availability, a delay in requirements, hardware limitations, scheduling, and other factors from both ECS and the Client.

This information is confidential and proprietary to ECS Imaging, Incorporated. The intent is only for the customer and the information contained herein (the 'Proprietary information') is highly confidential and proprietary to and constitutes trade secrets of ECS Imaging, Inc. This information shall not be published, communicated, disclosed or divulged to any person, firm, corporation or other legal entity, directly or indirectly, without the prior written consent of ECS Imaging, Inc. Management.



**ECS Imaging, Inc. – LF Installation Scope of Services**  
**Items Out of Scope**

The scope of this project does not include the following:

- ECS acquisition of server or workstation hardware
- Costs associated with troubleshooting OS or hardware issues related to the workstations or servers
- Resolving any issues not related to Laserfiche, including but not limited to Windows permissions, network permissions, network hardware, server or client hardware, or other 3<sup>rd</sup> party infrastructure hardware or software
- Any services not explicitly defined in the statement of services

\*Any items out of scope will be considered as separate labor from the services agreed upon for this project and may require additional approval and review before proceeding. The project's primary requirements take precedence over any additional items requested that are out of scope to maintain the project timeline and ensure deliverable expectations are met.



ATTACHMENT 9

Task	Start	Finish	Duration	Owner (Primary)
<b>0.00 Prework</b>				
0.10 Complete Peak Questionnaire	01/02/19	01/02/19	3h	Client
0.20 Review Peak Questionnaire for completeness	01/10/19	01/10/19	1d	Granicus PM
<b>1.00 PROJECT KICK OFF</b>				
1.10 Introductions and explanation of deployment methodology	01/04/19	01/04/19	1h	Granicus PM & Client
1.11 Schedule Training	01/04/19	01/04/19		Granicus Trainer & Client
1.12 Send Invites for Training Sessions	01/07/19	01/07/19		Granicus Trainer & Client
1.13 Discuss Peak Questionnaire (if not already received)	01/07/19	01/07/19		Granicus PM & Client
1.20 Granicus Sends Follow up Email with Documentation	01/07/19	01/07/19	1d	Granicus PM
<b>2.00 CONFIGURATION &amp; DEPLOYMENT</b>				
2.10 Create Open Platform Site (Medica Manager)	01/08/19	01/08/19	1d	Granicus PM
2.20 Install Peak Site	01/09/19	01/09/19	1d	Granicus PM
2.40 Configure Peak based upon the Peak Questionnaire	01/11/19	01/11/19	1w	Granicus PM
2.50 Peak Cover Design	01/25/19	01/25/19	4h	Granicus Technical Services
2.60 Peak Agenda Design	01/28/19	01/28/19	4h	Granicus Technical Services
2.70 Peak Minutes Design	01/29/19	01/29/19	4h	Granicus Technical Services
2.80 View Page Design (Internal and public facing website iframe)	01/29/19	01/29/19	2h	Granicus Technical Services
2.90 Report Design and View Page Design Acceptance	01/30/19	01/30/19	2h	Granicus PM, Granicus Technical Services, Client
2.10 Confirm all deliverables are complete. (Deployment Complete)	02/01/19	02/01/19	3h	Granicus PM
<b>3.00 TRAINING</b>				
<b>3.00 Training Cycle Initiated (Pending Agreement with Client &amp; Sales Rep)</b>				
3.10 Peak Instructor Lead Online Training 1 - Administration (2 hours)	02/15/19	02/15/19	1d	Granicus Trainer & Client
3.20 Peak Instructor Lead Online Training 2 - Agendas (2 hours)	02/16/19	02/16/19	1d	Granicus Trainer & Client
3.30 Peak Instructor Lead Online Training 3 - Drafters and Approvers (2 hours)	02/17/19	02/17/19	1d	Granicus Trainer & Client
3.40 Peak Instructor Lead Online Training 3 - Minutes (2 hours)	02/18/19	02/18/19	1d	Granicus Trainer & Client
<b>4.00 PROJECT LAUNCH (GO-LIVE)</b>				
4.10 Staff Practices Using Peak in parallel with existing system (1-2 meeting cycles)	02/18/19	02/18/19	2w	Client
4.20 Staff Goes live on Peak	02/28/19	02/28/19	1d	Client
<b>5.00 PROJECT TRANSITION</b>				
5.10 Introduction to Granicus Customer Success and Support Teams	03/06/19	03/06/19	1d	Granicus PM & Client
5.20 Granicus Project Closeout	03/06/19	03/06/19	1d	Granicus PM & Client



## Timeline + Development Plan

Over the last 20-plus years, we've developed thousands of websites for some of the most progressive local government agencies. Lessons learned from this experience have helped us refine our process in order to deliver consistent, superior results. Here's what you can expect.

<p>1   Research</p>	<p><b>GOAL</b> Gain alignment on website goals, design, branding, functionality, and layout – guided by best practices.</p>	<p>1-3 weeks</p>
<p>2   Design</p>	<p><b>GOAL</b> Create a website design to meet the needs of your community, based on the selected best-practice template.</p>	<p>2-4 weeks</p>
<p>3   Site Development</p>	<p><b>GOAL</b> Program the website, prepare content for migration, train content contributors on the CMS.</p>	<p>8-10 weeks</p>
<p>4   Launch</p>	<p><b>GOAL</b> Transfer site to production environment, train team on CMS, and bring the new site live to the public.</p>	<p>2-4 weeks</p>
<p>5   Post Launch</p>	<p><b>GOAL</b> Provide ongoing support and maintain a superior digital customer experience.</p>	<p>Ongoing</p>

## MASTER SERVICES AGREEMENT WITH ECS IMAGING, INC.

Purchase Order. \_\_\_\_\_

**Contractor:**

ECS Imaging, Inc.  
5905 Brockton Avenue, Ste. C  
Riverside, CA 92506

**Contractor:** Upon completion of work or agreed-upon work periods, mail invoice with the above purchase order number indicated to:

**Client:**

Department: City Clerk  
 Address: 1 Sylvan Park  
 City, State, Zip: Sand City, CA 93955  
 Attention: Shelby Gorman

This Services Agreement is entered into as of this day \_\_\_\_\_, by and between the Client and Contractor. This agreement between the Client and ECS Imaging, Inc., hereinafter referred to as "Contractor" are as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for Client in accordance with terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto.
2. Contract Term. The initial term of this agreement shall be for 1 year starting from the date of this Agreement unless terminated earlier by the Client. The Client may, at its option, extend the term of this agreement until a later date to be agreed upon by both parties.
3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," Client shall make payment to Contractor in the manner specified herein and in Exhibit "A." In the event that the Client makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Client at the time of contract termination. The Client reserves the right to withhold payment if the Client determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this agreement exceed \_\_\_\_\_.
4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the Client and that Contractor acquires none of the rights, privileges, powers or advantages of Client employees.
5. Hold Harmless. Contractor agrees to indemnify and defend Client, its employees, and agents, from any and all claims, damages, and liability in any way occasioned by or arising out of the Contractor's negligent performance of this agreement.
6. Non-Assign ability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Client, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
7. Termination of Agreement. The Client may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of Client, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Client and shall



be promptly delivered to the Client. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. Worker's Compensation Insurance. Contractor agrees and understands that the Client does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said taxes are the sole responsibility of the undersigned.
9. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
10. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.
11. Retention of Records. Contractor shall maintain all required records for three years after the Client makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the Client, a federal agency, and the state of California.
12. Confidential Information. The Receiving Party shall treat all such Confidential information as strictly confidential; not disclose any Confidential information in any way to any third party without the consent of the Disclosing Party; not use any Confidential information in any way except in fulfillment of obligations under this Agreement.
13. Merger Clause. This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Client. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.
14. Participation Clause. It is hereby understood that any other private, public organizations or governmental entities in the USA such as; Cities, Counties, Courts, FEHMA, Housing Authorities, School Districts, Sanitation Districts, Special Districts, Water Districts and Non-profit entities may utilize this agreement at their option for equipment or services at the quoted prices in Exhibit "A" for a period of up to two years. Said entities shall have the option to participate in any award made as a result of this solicitation. Any such "Piggy-Back" award shall be made independently by each agency and this Client is not an agent, partner, or representative of these agencies, and is not obligated or liable for any action of debts that may arise out of such negotiated "Piggy-Back" procurement. Each public agency shall accept sole responsibility of its own order placement and payments to ECS Imaging, Inc.



**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

For the Client:

\_\_\_\_\_  
Client Manager Name, Title:

\_\_\_\_\_  
Date

For ECS Imaging, Inc.:

\_\_\_\_\_  
Debbi Bodewin, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Pappas, CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
ECS Imaging, Inc.'s Tax I.D. Number

=====



**EXHIBIT "A" Items to be procured through ECS Imaging, Inc.**



**ECS Imaging Inc.**  
1900 Brockton Ave. Suite C  
Brockton, MA 01906

Phone: 508-771-0272  
Fax: 508-771-0273  
www.ecsimaging.com

# Quote

**Quote Type: Avante**

**Question For:**

Name: Shady Gorman  
Company: Bend City  
Phone: 603-354-3554  
E-mail: Shady@BendCity.com

**Quote Info:**

Date: 8/7/2018  
Quote Number: 8772018  
Valid Through: 10/7/2018  
Terms: Net 30  
Account Manager: Al Canton  
Phone: 608-771-0218  
E-mail: al@ecsimaging.com

*Update?*

**Description of Product and Services**

**Software**

Avante includes Workflow and Forms Essentials

SKU	Description	Unit Price	Quantity	Line Total
MS120	Learnfiche Avante Server for SOI Express with Workflow	\$ 1,500.00	1	\$ 1,500.00
MMF26	Learnfiche Named Full User w/ Web Access, Snapshot, & Email	\$ 600.00	10	\$ 6,000.00
MPP1	Learnfiche Starter Public Portal (10 individual user licenses)	\$ 15,000.00	1	\$ 15,000.00
<b>Software Subtotal</b>				<b>\$ 22,500.00</b>

**Annual Maintenance and Licensing**

SKU	Description	Unit Price	Quantity	Line Total
MS120	Learnfiche Avante Server for SOI Express with Workflow LSAP	\$ 300.00	1	\$ 300.00
MMF26	Learnfiche Named Full User w/ Web Access, Snapshot, & Email LSAP	\$ 120.00	10	\$ 1,200.00
MPP1	Learnfiche Starter Public Portal (10 individual user licenses) LSAP	\$ 3,000.00	1	\$ 3,000.00
<b>Annual Maintenance Subtotal</b>				<b>\$ 4,500.00</b>

**Hardware**

SKU	Description	Unit Price	Quantity	Line Total
<b>Hardware Subtotal</b>				<b>\$ -</b>

**Professional Services**

SKU	Description	Unit Price	Quantity	Line Total
CSIC	ECS Install, Configuration, Consulting, & Project Management Services	\$ 1,000.00	1.00	\$ 1,000.00
CSIT	ECS Training Services	\$ 1,000.00	2.00	\$ 2,000.00
<b>Professional Services Subtotal</b>				<b>\$ 5,000.00</b>

**Special Terms**

Scope of professional services: 1/2 day for Learnfiche software install, 1/2 day to configure features and user templates, 2 days of testing, 1 day for onsite Learnfiche training and 1 day for on-site, form, validation and public portal testing.

<b>Subtotal</b>	<b>\$ 32,000.00</b>
<b>Tax Rate: Software Only (Download Only)</b>	<b>0.000%</b>
<b>Tax</b>	<b>\$ -</b>
<b>Shipping</b>	<b>\$ -</b>
<b>Total</b>	<b>\$ 32,000.00</b>

**Annual Priority Support Contract Includes:**

- 24-hour 4 hour response time - Upgraded from 24 hours with traditional LSAP support
- 24-hour support for 24 hours - 24x7 support
- On-site time is included in the contract half hour and minimum on-site charges in business 24 hours depending on the location
- On-site time can be used for remedial training, installing systems, and consulting in addition to support
- ECS may allow planned after hours support in rare circumstances, in these circumstances Priority Support will be billed at double the hourly rate.
- Two hour administrator ECS Avante Customer Conference along with Free Administration Quarterly User Groups
- Monthly 6-Minute User
- On-site remote support hours included as required. On-site within one business day as needed. Additional hours of support purchased at a discounted hourly rate. Customers not under this plan can purchase on-site hours at \$150/hour with a 1-hour minimum for remote support, and an 8-hour minimum on-site charge in addition to travel expenses.

**Hardware Return Policy:**  
Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a 15% restocking fee may apply. Customer hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.



## **Annual Software Updates and Support**

### **Basic Laserfiche Software Assurance Plan (LSAP) Support**

The Basic LSAP must be current and purchased through ECS Imaging, Inc. in order for this agreement to be executed.

Basic LSAP support provides access to Laserfiche technical support and updates through your Value Added Reseller(VAR) and includes:

- Telephone support within 24 hours.
- Product updates
- 100% credit towards product upgrades
- 24-7 access to the Knowledge Base, discussion forums and other educational resources on the Laserfiche Support Site.

### **ECS Priority Support Terms for Onsite and Remote Support for Laserfiche**

ECS Priority Support is an additional support plan to enhance the basic LSAP. While LSAP offers basic phone support response within 24 hours ECS Priority Support responds immediately to the customer's needs and concerns. Our experienced tech team is standing by to respond within 4 hours of our customer's call. Customers with Priority Support each have a dedicated account manager familiar with your organization and specific solution to provide consultative check ups and additional care.

Priority Support includes:

1. **Unlimited Telephone Support:** ECS will respond within four hours by telephone, when the customer contacts ECS utilizing the single point of contact support line. A toll free number is also available and a dedicated email address for requests: [helpdesk@ecsimaging.com](mailto:helpdesk@ecsimaging.com).
2. **On-site and Remote Remedial Support:** This support includes \_\_\_\_\_ hours on site and/or remotely to update Laserfiche system with new releases, updates, fixes, enhancements, assistance in future planning of Laserfiche products, consulting, project management and additional training. When working through a problem via phone and the resolution requires additional effort, ECS will schedule to be on-site within the next business day. Up to half of the hours can be utilized for a major release. Onsite time is calculated for time onsite only to the nearest hour with a 2 hour minimum. Online remote time is rounded to the nearest 15 minute increment.
3. **Hardware Support:** Warranty administration and installation of warranty repaired items purchased through ECS.
4. **Software Support:** Installation of Laserfiche Software updates and modifications. Additional training on new features as required. Software by other manufacturers will be the Clients responsibility.
5. **Additional On-site/Remote Support hours:** Available at \$175 per hour. Also when extraordinary situations occur such as a system corruption for unknown reasons or system tampering at client site. Network support is always a chargeable item.
6. **Consulting Support:** When ECS is on site, we will audit the system and determine system/application modifications for consistency.
7. **Travel time and lodging are included.**
8. **Support hours are Monday through Friday, excluding major holidays, 7:30am to 5:00pm PST.**
9. **Emergency after hours support is available at \$450/hour with a one hour minimum per call.**

### **Payment Schedule**

Payment is due for the full amount 20 days after the first date installation of software begins.



## Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products and Services ("**Customer**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "**Party**" or collectively as "**Parties**".

By accessing the Granicus Products and Services, Customer accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Agreement Term**" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"**Extension Term**" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"**Granicus Products and Services**" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products and services accessible for use by Customer on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"**Initial Term**" shall have the meaning specified in the Order or SOW between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"**Order Term**" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"**Statement of Work**" or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"**Support**" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

## 2. Ordering and Scope

2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

2.2. **Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.

2.3. **Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. **Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or



governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

### **3. Use of Granicus Products and Services and Proprietary Rights**

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order or SOW.
- 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
- 3.2.2. Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Customer's passwords.
- 3.2.3. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.
- 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Customer's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 3.2.5. Granicus Subscriber Information for Communications Cloud Suite only**
- 3.2.5.1. Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.
- 3.2.5.2. Data Obtained through the Granicus Advanced Network**
- 3.2.5.2.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.2.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any

Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**3.2.5.2.3. Opt-In.** During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

**3.3. Restrictions.** Customer shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;
- 3.3.3.** Customer must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4.** Customer must not use the Services as a door or signpost to another server.
- 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

**3.4. Customer Feedback.** Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

**3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

**4. Payment**

**4.1. Fees.** Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

**4.2. Disputed Invoiced Amounts.** Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.

**4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this

Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

## **5. Representations, Warranties and Disclaimers**

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## **6. Confidential Information**

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.
- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by

Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

**6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately, upon written request by the Disclosing Party, termination, or expiration of this Agreement; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## **7. Term and Termination**

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **8. Limitation of Liability**

**8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## **9. Indemnification**

**9.1. Indemnification by Granicus.** Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Customer any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term.

Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.

**9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## **10. General**

**10.1. Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

- 10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.
- 10.9. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.11. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Customer's request for RFI, RFP, RFQ; and (5) Customer's RFI, RFP, RFQ.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.
- 10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**AGENDA ITEM**

**11A (1)**

**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_\_, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING  
A CONTRACT WITH GRANICUS, LLC FOR AGENDA MANAGEMENT SOFTWARE  
AND A REDESIGN OF THE SAND CITY WEBSITE AT A COST NOT TO EXCEED  
\$12,000**

**WHEREAS**, the Official Sand City Website is in need of modification and improvement in order to provide the public, City staff, and Councilmembers with a user-friendly and easily accessible portal for information about public services offered by Sand City and its vision of the future; and

**WHEREAS**, digital agendas are becoming increasingly popular for municipalities as a valuable tool for departmental routing, comment and review tracking, editing, and other features to streamline the organizational process and distribution; and

**WHEREAS**, Staff believes that Granicus is most suited to perform the necessary website redesign, modifications, and changes to meet the City's goals and objectives; and

**WHEREAS**, Granicus also offers agenda management software that outperforms that of other agencies; and

**WHEREAS**, Granicus will provide training of City Staff, perform website maintenance, and provide technical assistance on a regular basis; and

**WHEREAS**, the balance of the anticipated initial expenditure of \$10,050 has been included in the Fiscal Year 2019-2020 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the attached agreement for agenda management software and the redesign of Sand City's website (Exhibit A) is hereby approved herein by this reference at a cost not to exceed \$12,000, and will include the tasks as outlined under Product Descriptions to be performed.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_\_ day of July, 2019 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk



## Granicus Proposal for Sand City, CA

### Granicus Contact

**Name:** Andrew Murray

**Phone:** (202) 407-7435

**Email:** andrew.murray@granicus.com

### Proposal Details

**Quote Number:** Q-68418

**Prepared On:** 6/13/2019

**Valid Through:** 7/31/2019

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

### One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak Agenda Management Standard Agenda Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Minutes Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Cover Page Report	Up Front	1 Each	\$0.00
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
Peak - Setup and Configuration	Up Front	1 Hours	\$0.00
govAccess - Website Design and Implementation - Pioneer	Milestones - 40/ 20/20/20	1 Each	\$6,750.00
<b>SUBTOTAL:</b>			<b>\$6,750.00</b>

**Annual Fees for New Subscriptions**

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$3,300.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$0.00 <i>(First year free)</i>
<b>SUBTOTAL:</b>			<b>\$3,300.00</b>

Remaining Period(s)	Year 2	Year 3
Solution(s)		
Peak Agenda Management	\$3,630.00	\$3,993.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$4,000.00	\$4,400.00
<b>SUBTOTAL:</b>	<b>\$7,630.00</b>	<b>\$8,393.00</b>

**Product Descriptions**

Name	Description
<b>Peak Agenda Management</b>	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to one Granicus platform site</li> <li>• Access to one Peak Agenda Management site</li> <li>• Design services for one public view page portal</li> <li>• Design services for one Agenda report template</li> <li>• Design services for one Cover Page report template</li> </ul>
<b>Peak Agenda Management Standard Agenda Report</b>	Professional service for designing an additional Peak agenda report.
<b>Peak Agenda Management Standard Minutes Report</b>	Professional service for designing an additional Peak minutes report.
<b>Peak Agenda Management Standard Cover Page Report</b>	Professional service for designing an additional Peak cover page report.
<b>Peak - Online Training</b>	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
<b>Peak - Setup and Configuration</b>	Setup and configuration of Peak Agenda
<b>govAccess - Website Design and Implementation - Pioneer</b>	<p>govAccess Website Design and Implementation - Pioneer provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> <li>• One (1) homepage wireframe from Granicus' design library</li> <li>• One (1) custom mobile homepage</li> <li>• Fully responsive design</li> <li>• Custom mobile homepage or standard mobile responsive homepage</li> <li>• Video background or standard rotating image carousel (switchable at any time)</li> <li>• Programming/CMS implementation</li> <li>• Migrate up to 50 webpages</li> <li>• One (1) day of remote web-based training</li> </ul>

## Product Descriptions

Name	Description
<b>govAccess - Maintenance, Hosting, &amp; Licensing Fee - Core</b>	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"><li>• Ongoing software updates</li><li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li><li>• Access to training webinars and on-demand video library</li><li>• Access to best practice webinars and resources</li><li>• Annual health check with research-based recommendations for website optimization</li><li>• DDoS mitigation</li><li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li></ul>

### Terms and Conditions

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Sand City, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-68418 dated 6/13/2019 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
  - An initial payment equal to 40% of the total;
  - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client;
  - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
  - A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

### Billing Information

Name:

Phone:

Email:

Address:

### Sand City, CA

Signature:

Name:

Title:

Date:



# Peak Agenda Management

## Streamlined, paperless agenda creation, approval and publishing

Peak Agenda Management allows staff to easily manage the agenda creation process from start to finish without the paper shuffling. Draft meeting agendas within configurable templates and submit through customized workflows to the correct departments, meeting bodies, and users. Peak's paperless integration prevents multiple versions of agendas getting shuffled around between different members - which often ends with inefficient use of meeting time spent catching up on the right documents.

Automated emails alert users that new items are up for review, and the intuitive calendar view makes it easy to manage one-time and recurring meetings. Electronically review, add and collaborate on agenda items, including attaching supporting documents and materials as needed. Once approved, agenda packets are generated into a single PDF for efficient online publishing or integration with Granicus' in-meeting and post-meeting legislative tools.



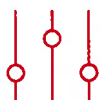
Paperless agenda review and collaboration



Access via web browser



Configurable agenda templates



Customizable approval workflows



Track agenda progress on dashboard and calendar



Publish to PDF

# Granicus govAccess

## A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

### MODERN WEBSITE DESIGN, MADE EASY!

A website redesign doesn't have to be a daunting task. Let our team of experts guide you through the process. We'll leverage best practices gleaned from developing more than 800 government websites, combined with our proven and collaborative project process, to deliver a modern website your agency will be proud of.

### SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more – all while ensuring consistency and control.

### ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



*The Granicus Team went above and beyond. They were as invested in the website as we were, and we truly appreciated that.*

Anthony Wilson  
Public Information Officer  
City of San Angelo, TX



## WEBSITE DESIGN + IMPLEMENTATION – PIONEER

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- ✓ A homepage wireframe from our design library
- ✓ Fully responsive design
- ✓ Custom Mobile Homepage or Standard Mobile Responsive Homepage
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 50 webpages
- ✓ One (1) day of remote Web-based Training (typically used for "Writing for the Web" Training, Accessibility Training, and CMS Training)



## KEY CMS FEATURES

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- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box



## SUPPORT + MAINTENANCE

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- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastructure with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS mitigation
- ✓ Industry leading data security (advanced threat detection and penetration)



**AGENDA ITEM**

**11A (2)**

**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING  
A CONTRACT FOR LASERFICHE THROUGH ECS IMAGING, INC. FOR RECORD  
MANAGEMENT SOFTWARE AT A COST NOT TO EXCEED \$33,000**

**WHEREAS**, the City's current method of record management leaves documents vulnerable to damage and destruction; and

**WHEREAS**, the practice of searching for physical documents for public record requests and other necessary document searches increases wait times, opportunity cost for staff, and the possibility that the document will not be found; and

**WHEREAS**, Staff believes that Laserfiche is most suited to perform the necessary file retention and recovery to meet the City's goals and objectives; and

**WHEREAS**, Laserfiche is the most widely used and recommended software of local municipalities; and

**WHEREAS**, Laserfiche seamlessly integrates with modern website design to provide a public portal for citizens, Councilmembers, and others to access City documents with ease and accuracy, while allowing the City to manage which documents are public; and

**WHEREAS**, the balance of the anticipated initial expenditure of \$32,400 has been included in the Fiscal Year 2019-2020 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the attached agreement for Laserfiche through ECS Imaging (Exhibit A) is hereby approved herein by this reference at a cost not to exceed \$33,000, and will include the tasks as outlined under Services to be performed by Contractor.

**PASSED AND ADOPTED** by the City Council of Sand City this \_\_\_ day of July, 2019 by the following vote:

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk

## MASTER SERVICES AGREEMENT WITH ECS IMAGING, INC.

Purchase Order. \_\_\_\_\_

**Contractor:**

ECS Imaging, Inc.  
5905 Brockton Avenue, Ste. C  
Riverside, CA 92506

**Contractor:** Upon completion of work or agreed-upon work periods, mail invoice with the above purchase order number indicated to:

**Client:**

Department: City Clerk  
 Address: 1 Sylvan Park  
 City, State, Zip: Sand City, CA 93955  
 Attention: Shelby Gorman

This Services Agreement is entered into as of this day \_\_\_\_\_, by and between the Client and Contractor. This agreement between the Client and ECS Imaging, Inc., hereinafter referred to as "Contractor" are as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for Client in accordance with terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto.
2. Contract Term. The initial term of this agreement shall be for 1 year starting from the date of this Agreement unless terminated earlier by the Client. The Client may, at its option, extend the term of this agreement until a later date to be agreed upon by both parties.
3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," Client shall make payment to Contractor in the manner specified herein and in Exhibit "A." In the event that the Client makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Client at the time of contract termination. The Client reserves the right to withhold payment if the Client determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this agreement exceed \_\_\_\_\_.
4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the Client and that Contractor acquires none of the rights, privileges, powers or advantages of Client employees.
5. Hold Harmless. Contractor agrees to indemnify and defend Client, its employees, and agents, from any and all claims, damages, and liability in any way occasioned by or arising out of the Contractor's negligent performance of this agreement.
6. Non-Assign ability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Client, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
7. Termination of Agreement. The Client may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of Client, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Client and shall



be promptly delivered to the Client. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. Worker's Compensation Insurance. Contractor agrees and understands that the Client does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said taxes are the sole responsibility of the undersigned.
9. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
10. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.
11. Retention of Records. Contractor shall maintain all required records for three years after the Client makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the Client, a federal agency, and the state of California.
12. Confidential Information. The Receiving Party shall treat all such Confidential information as strictly confidential; not disclose any Confidential information in any way to any third party without the consent of the Disclosing Party; not use any Confidential information in any way except in fulfillment of obligations under this Agreement.
13. Merger Clause. This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Client. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.
14. Participation Clause. It is hereby understood that any other private, public organizations or governmental entities in the USA such as; Cities, Counties, Courts, FEHMA, Housing Authorities, School Districts, Sanitation Districts, Special Districts, Water Districts and Non-profit entities may utilize this agreement at their option for equipment or services at the quoted prices in Exhibit "A" for a period of up to two years. Said entities shall have the option to participate in any award made as a result of this solicitation. Any such "Piggy-Back" award shall be made independently by each agency and this Client is not an agent, partner, or representative of these agencies, and is not obligated or liable for any action of debts that may arise out of such negotiated "Piggy-Back" procurement. Each public agency shall accept sole responsibility of its own order placement and payments to ECS Imaging, Inc.



**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

For the Client:

\_\_\_\_\_  
Client Manager Name, Title:

\_\_\_\_\_  
Date

For ECS Imaging, Inc.:

\_\_\_\_\_  
Debbi Bodewin, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Pappas, CEO



\_\_\_\_\_  
Date

\_\_\_\_\_  
ECS Imaging, Inc.'s Tax I.D. Number

=====



**EXHIBIT "A" Items to be procured through ECS Imaging, Inc.**

		ECS Imaging, Inc. 10000 Woodloch Ave. Suite 100 Glenview, IL 60025		Phone: (847) 471-4774 Fax: (847) 471-4774 www.ecsimaging.com																												
<b>Quote Type</b> <b>Avante</b>																																
<b>Question Per</b> Name: Shady Gorman Company: Sand City Phone: 631-384-3334 E-mail: Shady@SandCity.com				<b>Quote Info</b> Date: 8/7/2018 Quote Number: 8772018 Valid Through: 8/7/2018 Terms: Net 30 Account Manager: JJ Gorton Phone: 630-771-8818 E-mail: jgorton@ecsimaging.com																												
<b>Description of Product and Service</b> _____ _____																																
<b>Software</b> Avante includes Workflow and Terms Essentials																																
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<b>Special Terms</b> Scope of professional services: 1/2 day for Laserfiche software install, 1/2 day to configure servers and one terminal, 2 days of testing, 1 day for basic Laserfiche training and 1 day for workflow, forms, retention and public portal testing.																																
				Subtotal    \$    32,400.00																												
Tax Rate: Software Only (Download Only)    0.000%				Tax    \$    -																												
Software is only available via download and is not subject to CL restrictions				Shipping    \$    -																												
				Total    \$    32,400.00																												
<b>Annual Priority Support Contract Includes:</b>																																
• 1x24 hour 4 Hour Response Time - Upgraded from 24 hours with traditional LSAP support • 120 hours of support per calendar year (24/7 M-F) • Unlimited Phone and E-mail Support • On-site time is calculated at the nearest half hour and minimum onsite calls list on the contract 24 hours depending on the location • On-site time can be used for remote training, installing systems, and consulting, in addition to support • ECS may allow planned site hours support in rare circumstances. In these circumstances Priority Support will be billed at double the standard rate.				• Two Year administration to the ECS Asset Customer Contract along with this Addendum to Operate User Groups • Monthly 2-Streamline • On-site response support hours included in contract. On-site within next business day as needed. Additional hours of support purchased at a disclosed hourly rate. Customers not under this plan can purchase on-site hours at \$250/hour with a 1 hour minimum for remote support, and an 8 hour minimum on-site charge in addition to travel expenses.																												
<b>Hardware Return Policy:</b> Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a LRU (returning the way apply). Customer hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.																																



## **Annual Software Updates and Support**

### **Basic Laserfiche Software Assurance Plan (LSAP) Support**

The Basic LSAP must be current and purchased through ECS Imaging, Inc. in order for this agreement to be executed.

Basic LSAP support provides access to Laserfiche technical support and updates through your Value Added Reseller(VAR) and includes:

- Telephone support within 24 hours.
- Product updates
- 100% credit towards product upgrades
- 24-7 access to the Knowledge Base, discussion forums and other educational resources on the Laserfiche Support Site.

### **ECS Priority Support Terms for Onsite and Remote Support for Laserfiche**

ECS Priority Support is an additional support plan to enhance the basic LSAP. While LSAP offers basic phone support response within 24 hours ECS Priority Support responds immediately to the customer's needs and concerns. Our experienced tech team is standing by to respond within 4 hours of our customer's call. Customers with Priority Support each have a dedicated account manager familiar with your organization and specific solution to provide consultative check ups and additional care.

Priority Support includes:

1. **Unlimited Telephone Support:** ECS will respond within four hours by telephone, when the customer contacts ECS utilizing the single point of contact support line. A toll free number is also available and a dedicated email address for requests: [helpdesk@ecsimaging.com](mailto:helpdesk@ecsimaging.com).
2. **On-site and Remote Remedial Support:** This support includes \_\_\_\_\_ hours on site and/or remotely to update Laserfiche system with new releases, updates, fixes, enhancements, assistance in future planning of Laserfiche products, consulting, project management and additional training. When working through a problem via phone and the resolution requires additional effort, ECS will schedule to be on-site within the next business day. Up to half of the hours can be utilized for a major release. Onsite time is calculated for time onsite only to the nearest hour with a 2 hour minimum. Online remote time is rounded to the nearest 15 minute increment.
3. **Hardware Support:** Warranty administration and installation of warranty repaired items purchased through ECS.
4. **Software Support:** Installation of Laserfiche Software updates and modifications. Additional training on new features as required. Software by other manufacturers will be the Clients responsibility.
5. **Additional On-site/Remote Support hours:** Available at \$175 per hour. Also when extraordinary situations occur such as a system corruption for unknown reasons or system tampering at client site. Network support is always a chargeable item.
6. **Consulting Support:** When ECS is on site, we will audit the system and determine system/application modifications for consistency.
7. **Travel time and lodging are included.**
8. **Support hours are Monday through Friday, excluding major holidays, 7:30am to 5:00pm PST.**
9. **Emergency after hours support is available at \$450/hour with a one hour minimum per call.**

### **Payment Schedule**

Payment is due for the full amount 20 days after the first date installation of software begins.



**AGENDA ITEM**

**11B**



**CITY OF SAND CITY**

**STAFF REPORT**

**JUNE 25, 2019**  
**(For City Council Review on JULY 16, 2019)**

**TO: Mayor and City Council**

**FROM: Tanya Kalaskar, EMC Planning Group Inc.**

**SUBJECT: California Department of Transportation Sustainable Communities Grant Award for the Sand City Sustainable Transportation Plan**

**BACKGROUND**

The California Department of Transportation (“Caltrans”), Division of Transportation Planning, provides grant funding opportunities to cities, counties, transit agencies, Regional Transportation Planning Agencies, Metropolitan Planning Organizations, and Native American Tribal Governments with the intent to strengthen the economy, promote equity, and protect the environment. The Sustainable Communities grants are State-funded, primarily through Senate Bill 1, the Road Repair and Accountability Act of 2017. The objective of the Sustainable Communities Grants is to encourage local and regional multimodal transportation and land use planning that furthers the region’s Regional Transportation Plan (RTP)/Sustainable Communities Strategy (where applicable), contributes to the State’s greenhouse gas reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines, addresses the needs of disadvantaged communities, and also assists in achieving the Caltrans Mission and Grant Program Overarching Objectives.

**Grant Application:**

On November 30, 2018, the City of Sand City submitted an application for the FY2019-20 Caltrans Sustainable Grant. The application package included the application form, scope of work, project timeline, graphics, and letters of support for preparation of the “Sand City Sustainable Transportation Plan.”

**DISCUSSION**

**Grant Award:**

On May 17, 2019, the City of Sand City received notification that it has been awarded \$163,779 in grant money with a local match of \$21,221 for a total project amount of \$185,000, subject to conditions of grant acceptance. A teleconference with Caltrans staff was held on June 19, 2019 to discuss the conditions as well other project revisions that may be necessary to receive the grant money. As a condition of grant acceptance, Caltrans requires a current local resolution signed by the governing board that includes

the grant project title and job title of the person authorized to enter into a contract with Caltrans.

**Purpose:**

The grant will be used to prepare a Sand City Sustainable Transportation Plan, which will address bicycle and pedestrian infrastructure, connectivity deficiencies, and develop a solution to close bicycle and pedestrian gaps and links to the Monterey Bay regional trail through Sand City. Preparation of this Plan will provide important information for potential goals and policies that can be incorporated into a General Plan Update.

**RECOMMENDATION**

Staff recommends **APPROVAL** of a resolution authorizing the City Manager to execute agreements with Caltrans for completion of the Sand City Sustainable Transportation Plan. Approval of the resolution does not obligate Sand City; but only identifies the authorized signatory for future agreements (or amendments thereto) for this Caltrans grant opportunity.

**Attachments:**

1. Sand City's Conditional Award Letter dated May 17, 2019 from Caltrans.
2. Sustainable Communities Grant for Sand City – Next Steps Memorandum dated May 29, 2019 prepared by EMC Planning Group.
3. Draft Resolution

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF TRANSPORTATION PLANNING

P.O. BOX 942874, MS-32

SACRAMENTO, CA 94274-0001

PHONE (916) 654-2596

FAX (916) 653-0001

TTY 711

www.dot.ca.gov



*Making Conservation  
a California Way of Life.*

May 17, 2019

Mr. Charles Pooler  
City Planner  
City of Sand City  
1 Pendergrass Way  
Sand City, CA 93955

Dear Mr. Pooler:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, I am pleased to offer my congratulations to the City of Sand City for the recent award of the following transportation planning grant:

Road Maintenance and Rehabilitation Account - Sustainable Communities	
<b>Grant Fiscal Year (FY)</b>	2019-20
<b>Grant Title</b>	Sand City Sustainable Transportation Plan
<b>Grantee</b>	City of Sand City
<b>Sub-Recipient</b>	
<b>Grant Award</b>	\$163,779
<b>Local Match</b>	\$21,221
<b>Total Project Amount</b>	\$185,000
<b>Grant Expiration</b>	February 28, 2022 - time extensions are not allowed
<b>Final Invoice Due</b>	April 28, 2022

**Conditions of Grant Acceptance**

Grant work cannot begin until all Conditions of Grant Acceptance have been satisfied. To assist with this process, Caltrans District staff will schedule a teleconference with your agency to discuss the conditions below, as well as other project revisions that may be necessary to accept grant funding. Please submit the below items to Caltrans District 5 no later than July 15, 2019. Failure to satisfy these conditions will result in the forfeiture of grant funds.

1. Coordinate with Caltrans District Planning staff to make necessary revisions to the Grant Application Cover Sheet, Scope of Work, and Project Timeline.

*"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"*

**ATTACHMENT 1**

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Mr. Charles Pooler  
May 17, 2019  
Page 2

2. Submit your agency's 2014 Annual Progress Report, required by California Government Code Section 65400, to the California Department of Housing and Community Development and provide Caltrans a copy of the transmittal.
3. A current (less than one year old) Local Resolution signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans.
4. Although the Payee Data Record (STD. 204) states government entities are not required to submit the form, it is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
5. If requesting reimbursement for indirect costs, these costs must be included in the grant Scope of Work and Project Timeline. An Indirect Cost Allocation Plan (ICAP) must be submitted to Caltrans Audits and Investigations. Instructions for submitting an ICAP are available at the following webpage: <http://dot.ca.gov/audits/>
6. If utilizing third-party in-kind contributions to satisfy the minimum local match requirement, a Third-Party In-kind Valuation Plan must be completed. These contributions consist of goods and services donated from outside the grantee's agency (examples: donated printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). A Third-Party In-kind Valuation Plan Checklist and sample can be found at the following webpage: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

### Next Steps

Once the District has approved all items required to fulfill the Conditions of Grant Acceptance, the following steps will need to occur:

- The Caltrans Division of Procurement and Contracts will send a draft contract for review and signature. Once the contract is signed, Caltrans District staff will send a Notice to Proceed letter. Grant work cannot begin until this letter is received by the grantee.
- Caltrans District staff will schedule a grant kick-off meeting with Caltrans staff and the grantee.
- This project will require collaboration with Caltrans District Design and Traffic Operations staff as it pertains to potential project and design improvements on the State Highway System.
- Ensure this project supports the objectives outlined in Chapter 4 of the *Toward an Active California: State Bicycle and Pedestrian Plan*.
- Grant administrative requirements:
  - Quarterly Progress Reports (a brief narrative of completed project activities)

*"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"*

Mr. Charles Pooler  
May 17, 2019  
Page 3

- Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
- Local match commitments in the amount shown above, including any local match amount above the minimum amount that is required with every RFR/invoice.
- All work must be completed by February 28, 2022.
- Final RFR/invoice and final product due no later than April 28, 2022. The final RFR/invoice will not be processed by Caltrans until the final product is submitted
- For your convenience, a toolbox to aid you during this process is located at the following webpage: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

If you have questions concerning the Grant Program requirements or these funds, please contact, Orchid Monroy-Ochoa, Caltrans District 5 Liaison at (805) 549-3246 or Jelani Young, Caltrans Headquarters Liaison at (916) 651-6889.

Sincerely,



ERIN THOMPSON  
Chief, Office of Regional Planning

c: Kelly McClendon, Senior TP, Caltrans District 5  
Orchid Monroy-Ochoa, Associate Transportation Planner, Caltrans District 5  
Jelani Young, Associate Transportation Planner, Caltrans Headquarters



**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

**To:** Charles Pooler  
**From:** Tanya Kalaskar  
**Cc:** Fred Meurer, Richard James, and Michael Groves  
**Date:** May 29, 2019

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**Re:** Sustainable Communities Grant for Sand City – Next Steps

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**Message:**

Congratulations on receiving the Sustainable Communities Grant from the California Department of Transportation (Caltrans) for the “Sand City Sustainable Transportation Plan”!! The City of Sand City has been awarded \$163,779 in grant money with a local match of \$21,221 for a total project amount of \$185,000.

For your reference, here is a summary of the steps to get you through the grant process:

1. Inform your City Council of the grant award and their responsibilities;
2. Schedule a teleconference with the Caltrans staff to discuss the conditions as well other project revisions that may be necessary to receive the grant money. The necessary revisions to the Grant Application Cover Sheet, Scope of Work, and Project Timeline have to be submitted to Caltrans District 5 no later than July 15, 2019. Please get in touch with Orchid Monroy-Ochoa, Caltrans District 5 at (805) 549-3246 or Jelani Young, Caltrans Headquarters Liaison at (916) 651-6889 to schedule the conference call;
3. Establish a technical advisory committee, consisting of the City Administrator, City Planner, City Engineer, Public Works Director, City Council Member, and citizens or business owners, for supervising and coordinating the development and implementation of the plan. Representatives from the City’s artist community and its

disadvantaged community (specifically the Salvation Army Good Samaritan Center) should be invited to participate on the Technical Advisory Committee. Caltrans should be offered a role on the committee;

4. Hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information, and to introduce Caltrans staff to the issues of importance within the plan area;
5. Complete a RFP process for selection of a consultant using the proper procurement procedures;
6. Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff should be invited to the project team meetings;
7. Use photographs and CAD drawings to prepare an Existing Conditions Report that documents the background data within the plan area;
8. Meetings with the Sand Dollar Shopping Center manager, Edgewater Shopping Center manager, South of Tioga developer, City of Seaside, Monterey Salinas Transit, and the Transportation Agency for Monterey County to update them on the development of the plan and gain feedback and suggestions from them through the process. In particular, this task will aim to obtain an acceptance on the part of the Sand Dollar Shopping Center for pedestrian improvements within their property, obtain updated information on plans for bus rapid transit on the railroad corridor within the City, and establish a partnership with the neighboring City of Seaside for provision of improved bicycle and pedestrian connections between the two cities. The Transportation Agency for Monterey County owns the railroad corridor and is a critical partner for any transportation use of that corridor;
9. Conduct a walking tour to survey field conditions, introduce the project to the technical advisory committee and the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape the Conceptual Plan. Stakeholders and Caltrans staff should also be invited to participate;

10. Meet with Technical Advisory Committee in advance of the walking tour to apprise the committee of project timelines and goals, and following the walking tour to solicit early design input. Meet with the Technical Advisory Committee to review the Conceptual Plan and the First Draft Sustainable Transportation Plan.
11. Conduct public outreach and gain public input and feedback by hosting a booth at the West End Celebration and by holding community workshops. Publicize the plan via notices/flyers, door-to-door notification, advertisements at the regional transit center and/or transit buses, posters at critical locations throughout the City, and the City's website;
12. Develop a Conceptual Plan based on the Existing Conditions Report, Walking Tour, and Technical Advisory Committee input. The Conceptual Plan should be at a general level showing desired connections, but not committing to specific solutions or locations. The conceptual plan should be presented to the Technical Advisory Committee for guidance on selection of specific components and solutions to be incorporated into the first draft plan;
13. Prepare the First Draft Sustainable Transportation Plan, incorporating input from the Technical Advisory Committee. The First Draft Sustainable Transportation Plan should include specific locations and recommendations, but may also include alternatives that the Technical Advisory Committee felt should be provided for additional input from stakeholders and the public. The First Draft Sustainable Transportation Plan should also include typical details and specific details where warranted. A context and background should be included as an appendix. The team will present the first draft plan at the Community Workshop for public comment and to several of the City's standing committees;
14. Coordinate a joint session among the Design Review Committee, Parking Committee, and Public Safety Committee to review the First Draft Sustainable Transportation Plan. The meeting will be publicly advertised to solicit feedback, respond to any questions, and resolve any critical issues. Caltrans should be invited to participate;



15. Prepare the Second Draft Sustainable Transportation Plan by incorporating public and committee comments from the public outreach and community workshops and from the Joint Committee Meeting;
16. Conduct a workshop for the City Council to review the Second Draft Sustainable Transportation Plan and provide input;
17. Complete the Final Sustainable Transportation Plan that addresses the comments from the City Council Workshop. Credit of the financial contribution of the grant program should be given on the cover of the plan. Review under the California Environmental Quality Act, if required, should be conducted independent of the grant;
18. Present the Final Sustainable Transportation Plan at the City Council meeting for adoption; and
19. Submit complete invoice packages to Caltrans district staff based on milestone completion—at least quarterly, but no more frequently than monthly. Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.

EMC Planning Group is available to assist with implementation of these steps as you need. Feel free to reach out if you have questions anytime during the process.

CITY OF SAND CITY

RESOLUTION SC \_\_\_\_\_, 2019

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF SAND CITY TO COMPLETE A SUSTAINABLE TRANSPORTATION PLAN**

**WHEREAS**, the City Council of the City of Sand City (the "City") is eligible to receive Federal and/or California state funding for certain transportation planning related plans and studies, through the California Department of Transportation ("Caltrans"); and

**WHEREAS**, a Restricted Grant Agreement (the "Agreement") is needed to be executed with Caltrans before such funds can/may be claimed through the Transportation Planning Grant Programs; and

**WHEREAS**, in late May of 2019, the City was awarded \$163,779 in grant funding with a local match of \$21,221 for a total project amount of \$185,000 regarding the preparation and completion of a Sand City Sustainable Transportation Plan, which requires the aforementioned Agreement between the City and Caltrans; and

**WHEREAS**, the City wishes to delegate authorization to execute the aforementioned Agreement(s), and amendments thereto as necessary, to prepare and complete a Sand City Sustainable Transportation Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby authorize the City Manager of the City, or designee, to execute the necessary Restricted Grant Agreement(s), and amendments thereto, with the Caltrans for utilization of the City awarded Sustainable Communities Grant.

**PASSED AND ADOPTED**, by the City Council of Sand City, this \_\_\_ day of July, 2019, by the following vote:

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

\_\_\_\_\_  
Mary Ann Carbone, Mayor

**AGENDA ITEM**

**11C**

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## STAFF REPORT

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**DATE:** July 8, 2019  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Fred Meurer, Interim City Manager  
**SUBJECT:** Resolution Approving Contract Attorney Services for Fiscal Year 2019-2020

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### RECOMMENDATION

1. Approve the attached resolution authorizing the execution of an agreement with Vibeke Norgaard to provide City Attorney services; and
2. Provide Staff guidance on converting the City Attorney to employee status for a period of three (3) to five (5) years.

### DISCUSSION

Vibeke Norgaard has been successfully serving as the City Attorney since August 21<sup>st</sup> of 2018. Prior to that time, she served as the Assistant City Attorney. During my time serving with her, she has performed in an exemplary manner. She is incredibly diligent in her research and is an excellent writer. She has been a professional partner in ensuring that the City and the City Council are well served from a legal point of view. She is willing to provide policy insights if asked, but she focusses on the legal aspects of policy development and execution. She is not hesitant to speak up if she feels there is any potential legal jeopardy for the City if we were to take what she thinks is an unwise policy direction.

Sand City is currently lacking many policies and procedures you would expect of a City in 2019. This short coming in "organizational infrastructure" has been mitigated in a large way due to City Attorney's determination and hard work. Where she has the time and technical capacity, such as with the purchasing ordinance, she invests the time necessary to develop an excellent project. Where she may be lacking in experience such as with the South of Tioga Development Agreement, she negotiated specialized assistance from an outside firm specializing in such agreements, but retained much of the workload to minimize costs. The City's Personnel Manual was reviewed by an outside firm specializing in personnel law, after the City Attorney found it lacking in several areas. In this circumstance, the Attorney determined that having the outside firm do a completely new manual was the most cost effective approach rather than trying to fix the outdated manual.

This past year, the City Attorney has had to invest far more hours than are covered by her retainer of 46 hours/\$11,555 per month. For the first 6 months she was not charging beyond her retainer fee as she felt that she was still getting up to speed in her new position. While some of

the extra time might be charged to her newness on the job, the bulk of the extra time has been required to bring an array of City programs, policies, and projects into current legal compliance.

While she has made a good start, the complexity of many of the projects before the City, the remaining lack of complete policies and procedures coupled with legal environment we are dealing with are going to require far more hours than are covered in her retainer. Just getting agendas reviewed and analyzed would consume most of her retainer. She has been averaging over 100 hours per month since she started. I see no letup in her required pace of work. Her contract sets her retainer fee for 46 hours and then she is to be compensated at \$250 per hour for extraordinary legal services. At mid-year, the Council had to add dollars to the legal contingency account to cover legal services. The cost for the actual hours being worked by the City Attorney to get the job done in a professional way could easily surpass \$280,000 per year at the current demand for services rate.

The Council has several courses of action. As a minimum, the City Attorney's contract language should be amended to reflect an estimated number of base hours per month for her retainer. Anything over those hours should be compensated accordingly. The "fig leaf" of stating an absurdly low retainer in the contract that is augmented for extraordinary work, puts everyone in the difficult position of defining "extraordinary" work. Work hours are work hours. I am putting 17 hours a week or 68 hours a month into the base budget. That will add up to over \$200,000 per year. That many hours does not even equate to half time. We all know that the demands for the City Attorney's time required to adequately protect the City's interests far exceeds half time in normal circumstances. Sand City is not now and will not be operating in normal circumstances for quite some time.

The above approach will at least make the costs for legal services more transparent regarding the City Attorney's budget, but still under estimates what will probably be the actual costs. Additionally, there will be fees for occasional specialty legal services.

The City Council could leave the current contract terms in place, but I strongly recommend against that as current terms in no way reflect the actual level of effort required to get the job done.

Another option the Council could consider would be to bring the City Attorney function in house as an employee. The salary plus benefits costs would be lower than what I think the City will pay with a retainer and hourly fee to do the work that needs to be done. As an employee, the "expected" work hours are those necessary to get the job done. The salary is the same whether you work 40 or 60 hours a week. To do the City Attorney job correctly will require more than 40 hours a week. For example, an annual salary of \$185,000 plus 30% benefits would be reasonable and would gain the City and the Council far more "City Attorney hours" than you can afford to pay for now. At that level, the total compensation would be about \$240,000. This is substantially below what I anticipate the hourly cost will be under the contractor status.

## **FISCAL IMPACT**

Continuing the City Attorney in the current status as a contractor will cost approximately \$205,000 at the recommended 68 hours per month at \$250 per hour. Given last year's work level and legal demands and anticipated hours above the 6 per month, this could easily climb to \$280,000.

If the City Attorney position were to be converted to employee status, the annual cost of salary plus benefits would be approximately \$240,000 for unlimited hours of work as an exempt employee. If the City Attorney was provided a three (3) to five (5) year term of service employment contract, the Council could reevaluate at a later time whether there is still a need for a full time City Attorney. If there was not a full time need, the Council could convert the position back to a part time contractor position.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_, 2019**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH VIBEKE NORGAARD TO PROVIDE CITY ATTORNEY SERVICES**

**WHEREAS**, Ms. Norgaard has served as the City Attorney since 2018, and in that time, has proven to City staff to be extremely responsive and as the quality of work has met the City's needs; and

**WHEREAS**, the City Attorney is appointed by and reports to the City Council and is the chief legal counsel for the City of Sand City and, as such, is responsible for advising on all legal matters; and

**WHEREAS**, at their July 10, 2019 Budget and Personnel Committee meeting, the Committee reviewed and recommended to the Sand City Council to consider the City Manager's proposal to increase the anticipated retained hours from 42 to 67 or convert the City Attorney position to an employee position to serve Sand City and/or provide legal advice on all disciplines as outlined in the agreement for City Attorney services; and

**WHEREAS**, the City of Sand City and Vibeke Norgaard have negotiated an agreement, taking advantage of experience and knowledge gained over these past three years, for their mutual benefit; and

**WHEREAS**, under the agreement, the City Attorney will provide ordinary legal services to the City for a retainer of \$16,750 per month for 67 hours of retained services per month; and

**WHEREAS**, for legal services beyond 67 hours per month, shall be charged at a rate of \$250.00 per hour; and

**WHEREAS**, if Council decides to convert the City Attorney position to employee status, this contract will remain in place until the City Attorney is sworn in as a City employee, and

**WHEREAS**, this action does not constitute a "project" as defined by California Environmental Quality act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes to the environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Sand City hereby authorizes the Mayor to execute the contract , to be negotiated known as "Agreement For City Attorney Services City of Sand City" from July 1, 2019 through June 30, 2020, as set forth in Exhibit A to this Resolution.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this \_\_\_, day of July 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

\_\_\_\_\_  
Linda K. Scholink, City Clerk



**AGENDA ITEM**

**11D**

**THIS ITEM TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

**AGENDA ITEM**

**11E**

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## STAFF REPORT

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**DATE:** July 7, 2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Vibeke Norgaard, City Attorney,

**SUBJECT:** Amendment to contract with LCW to provide employee negotiation services

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### RECOMMENDATION

Approve a contract amendment to our existing contract with Liebert Cassidy Whitmore (LCW) in order to avail ourselves of the professional negotiations services of LCW partner Donna Williamson as our agency negotiator in upcoming negotiations with the Police Officers' Association (POA ) and miscellaneous unrepresented employees.

### BACKGROUND

Since the City is about to embark on a new series of labor negotiations with the POA and with miscellaneous unrepresented employees, on June 4, 2019 the City Council directed the Interim City Manager and the City Attorney to find an experienced professional negotiator to represent the City in those negotiations.

### ANALYSIS

Mr. Meurer and I asked other cities on the Monterey Peninsula for a recommendation and received a strong endorsement from Seaside of Ms. Donna Williamson, a partner in the San Francisco office of Liebert Cassidy Whitmore (LCW). LCW is a San Francisco based law firm which specializes in employment and labor law matters.

In June, Mr. Meurer and I met with Ms. Williamson and found her to be well-versed in both labor relations law and very knowledgeable about negotiations on the Monterey Peninsula. She has represented public agencies for over thirty years in employment, labor relations, and labor negotiations matters and currently represents the cities of Seaside, Pacific Grove and Salinas in their labor negotiations.

LCW is the same law firm that the City has hired to create a new personnel manual, and our current contract with them is limited to those services. In order to hire Ms. Williamson, we therefore need to amend the contract to expand the scope of services set forth in it and to amend the amount not to exceed to cover the projected cost of those services. The contract with LCW is currently limited to an amount not to exceed \$15,000, and this amendment will expand that amount to \$29,440 to cover the cost of employee negotiations.

Ms. Williamson's hourly rate is \$380 per hour and she has provided an estimate that the negotiations will require approximately 38 hours of her time, adding up to an approximate total cost of \$14,440. This includes travel time to and from the area, however she will split any travel amongst the various Monterey Peninsula cities to the extent she can arrange meetings with agencies or employee representatives on the same days.

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

**FISCAL IMPACT:** The expanded services will add an additional cost of \$14,400 to allow for the labor negotiations. Provision has been made in the 2019-2020 budget to accommodate this cost under Outside Counsel/HR item 5545-04.

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_, 2019**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A CONTRACT AMENDMENT WITH  
LIEBERT CASSIDY WHITMORE IN ORDER TO UTILIZE THE SERVICES OF DONNA WILLIAMSON AS  
AGENCY NEGOTIATOR**

**WHEREAS**, the City is about to embark on a new series of labor negotiations with the Police Officer's Association and with miscellaneous unrepresented employees; and

**WHEREAS**, the City Council on June 4, 2019 directed the City Manager and the City Attorney to find an experienced professional negotiator to represent the City in those negotiations; and

**WHEREAS**, Ms. Donna Williamson is a partner in the San Francisco office of Liebert Cassidy Whitmore (LCW), a law firm which specializes in employment and labor law matters, has extensive experience having represented public agencies for over thirty years in employment, labor relations, and labor negotiations matters; and

**WHEREAS**, the City entered into an agreement with LCW on May 7, 2019 to create a new personnel manual for the City, which contract requires an amendment in order to expand the scope of services set forth in it in order to also provide for the provision of labor negotiation services; and

**WHEREAS**, Ms. Williamson's hourly rate is \$380/hour and she has provided an estimate that the negotiations will require approximately 52 hours of her time, adding up to an approximate total cost of \$20,000, and the contract with LCW is currently set at an amount not to exceed \$15,000, and in order to allow for the provision of labor negotiations services should therefore be amended to an amount not to exceed \$35,000.

**WHEREAS**, the City desires to engage Ms. Williamson to represent it in the upcoming employment negotiations.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Sand City that the City Manager is hereby authorized to enter into an amendment to the existing contract with Liebert Cassidy Whitmore attached hereto as Exhibit A to allow for the provision of labor negotiation services.

**PASSED AND ADOPTED** by the City Council of Sand City on this \_\_\_ day of July, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink, City Clerk

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SPECIAL SERVICES  
BETWEEN THE CITY OF SAND CITY  
AND LIEBERT CASSIDY WHITMORE**

**THIS AMENDMENT** is executed by and between Liebert Cassidy Whitmore (Attorney) and the City of Sand City (City), and will amend the prior agreement between the parties entitled Agreement For Special Services which was effective on April 26, 2019.

**WHEREAS**, the parties desire to add additional services and to increase the dollar amount of the agreement;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of July 1, 2019.
2. **Attorney Services:** Section 2. Attorney Services, shall be amended in it's entirety as follows:  
  
Attorney agrees to provide negotiation services relating to the Police Officers Association, and to prepare a Personnel Manual for the City.
3. **Compensation:** The first paragraph of Section 3. Fees, Cost, Expenses, shall be amended in it's entirety as follows:  
  
City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time, not to exceed \$35,000.00, unless approved by the City.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

CITY OF SAND CITY

By \_\_\_\_\_

By \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF SAND CITY  
RESOLUTION SC 19-28, 2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING THE INTERIM  
CITY MANAGER TO EXECUTE A CONTRACT WITH LIEBERT CASSIDY WHITMORE (LCW) TO  
PREPARE A REVISED PERSONNEL MANUAL AT A COST NOT TO EXCEED \$15,000**

**WHEREAS**, Sand City's personnel manual has not been updated since August 18, 2015; and

**WHEREAS**, the City Attorney reviewed the current manual, including recent updates performed by Sand City's human resource consultant, and in consult with an employment law specialist has determined that the Sand City personnel manual is out of date; and

**WHEREAS**, having assisted hundreds of local agencies throughout California, Liebert Cassidy Whitmore (LCW) has extensive experience and specializes in assisting public entities in reviewing and revising their personnel policies and procedures; and

**WHEREAS**, LCW has advised the City that creating an entirely new manual consistent with the City's needs is a less expensive approach than updating the existing outdated manual; and

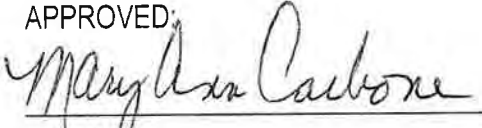
**WHEREAS**, the revision of the Sand City personnel manual will require a budget amendment to the Fiscal Year 2018/19 Budget to reflect an additional \$10,000 in Special Projects (item 5520-04) to cover the cost of invoices and work to be performed by LCW.

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


- 1) the Interim City Manager is hereby authorized to execute the contract with LCW, attached hereto and incorporated herein as Exhibit A, to prepare a revised personnel manual for Sand City;
- 2) the cost for the revision of the Sand City personnel manual is not to exceed \$15,000;
- 3) an amendment to the Fiscal Year 2018/19 Budget is approved to reflect an additional \$10,000 in Special Projects (item 5520-04); and
- 4) LCW will maintain a current Sand City Business License for the duration of this contract.

**PASSED AND ADOPTED** by the City Council of the City of Sand City on this 7<sup>th</sup> day of May, 2019, by the following vote:

AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer  
NOES: None  
ABSENT: None  
ABSTAIN: None

APPROVED:  
  
Mary Ann Carbone, Mayor

ATTEST:

  
Linda K. Scholink, City Clerk



**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF SAND CITY, A Municipal Corporation (“City”).

**1. Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

**2. Attorney’s Services**

Attorney agrees to prepare a Personnel Manual for the City.

**3. Fees, Costs, Expenses**

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time, not to exceed \$15,000.00, unless approved by the City.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00), One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) for time of Labor Relations/HR Consultant and from Eighty to One Hundred Seventy Dollars (\$80.00 - \$170.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

**4. Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. **File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

6. **Assignment**

This Agreement is not assignable without the written consent of City.

7. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF SAND CITY, A Municipal Corporation (“City”).

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The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00), One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) for time of Labor Relations/HR Consultant and from Eighty to One Hundred Seventy Dollars (\$80.00 - \$170.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

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Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. **Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

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After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

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It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

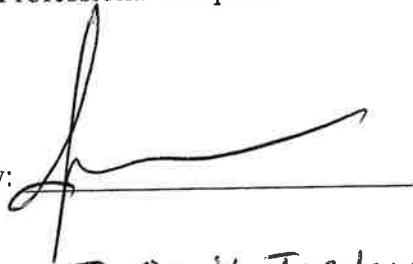
8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective April 26, 2019, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

By: 

Name: J. Scott Tiedemann

Title: Managing Partner

Date: 5/30/19

THE CITY OF SAND CITY,  
A Municipal Corporation

By: 

Name: FRED MEURER

Title: INTERIM CITY MANAGER

Date: 8 May 2019

# **AGENDA ITEM**

**11G**



# 33rd Annual Business Excellence Awards

**Name:** 33rd Annual Business Excellence Awards

**Date:** July 25, 2019

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



[Register Now](#)

*K. Cruz.  
L. Scholnik  
ATTENDING: ma. Carbone  
L. Sofer*

## Event Description:

*Responded: F. Meyer  
Sponsored By  
V. Norgaard*



[Click here for the 2019 Finalists](#)

[\[http://www.montereychamber.com/2019-bea-finalists\]](http://www.montereychamber.com/2019-bea-finalists)

The Chamber's 33rd annual Business Excellence Awards (BEA) gives recognition to local businesses/organizations that have achieved excellence in their fields. All BEA winners will automatically be entered as finalists for Business of the Year, awarded at the Annual Awards Dinner in 2020.

[Click Here for Sponsorship Info](#)

[\[https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA\\_SponsorInsert.pdf\]](https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA_SponsorInsert.pdf)

[Design-A-Table Contest](#)

[\[https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA\\_TableInsert.pdf\]](https://chambermaster.blob.core.windows.net/userfiles/Us erFiles/chambers/2711/File/BEA_TableInsert.pdf)

(To register for a Sponsorship, Design-A-Table, or Program Advertisement, click the "Register Now" button above)

## Overview

The Monterey Peninsula Chamber of Commerce's Annual Business Excellence Awards (BEA) event announces the winners in 18 business categories. The Business Excellence Awards Dinner is designed to increase public awareness of the vital role business plays on the Central Coast and is attended by more than 400

## Location:

Embassy Suites by Hilton  
Monterey Bay - Seaside  
1441 Canyon Del Rey Blvd.,  
Seaside, CA 93955  
[View a Map](#)

## Date/Time Information:

Thursday, July 25, 2019  
6-10pm

## Contact Information:

[Send an Email](#)  
[\[info@montereychamber.com\]](mailto:info@montereychamber.com)

## Fees/Admission:

\$150/person  
\$1,500/table (reserved table for 10)

## Sponsorship Opportunities

**CORPORATE** (\$5,000) - Priority logo placement on all event materials, PowerPoint and event signage; emcee acknowledgement; Design-A-Table (if desired); five event tickets.

**PATRON** (\$2,500) - Logo placement on all event materials, PowerPoint and event signage; emcee acknowledgement; Design-A-Table (if desired); three event tickets.

**ASSOCIATE** (\$1,500) - Logo placement on all event materials, PowerPoint and event signage; emcee acknowledgement; Design-A-Table (if desired); one event ticket.

**SUPPORTER** (\$550) - Logo placement on all event materials, **193**

THE NAACP INVITES YOU TO ITS 47<sup>TH</sup> ANNUAL



# *Freedom Fund Life Membership Banquet*

## **WHEN**

Saturday, August 10, 2019

Reception begins at 6:00 P.M., Dinner at 6:45 P.M.

## **WHERE**

The Embassy Suites by Hilton  
1441 Canyon Del Rey Boulevard  
Seaside, California 93955

## **REGISTRATION**

\$100.00 per person

Reserve a table for 10 people for \$1,000.00

## **INFORMATION**

Mrs. Patricia Spencer: 831.917.3000  
NAACP Office: 831.277.4760

## **THEME**

"Defeat Hate: The Time Is Now"

## **GUEST SPEAKER**

DR. CHEYENNE BRYANT

Renowned Life Coach, President of the Riverside Branch NAACP,  
Author of the award winning Readers Five-Star book MENTAL DETOX

## **PRESIDENT'S AWARD**

MARY OWENS

Educator, Civil Rights Advocate

## **TOLLY AND CLEO MARTIN SPIRIT OF PARTNERSHIP AWARD**

CHRIS SHAKE

Chris Shake Enterprises, Philanthropist

## **HONOREES**

### **MEDGAR EVERS FREEDOM LEGACY AWARD**

JOE WATSON

Three term Branch President (Posthumous)

# **MONTEREY**

**Grab life by the moments!**



**YOU ARE CORDIALLY INVITED!**

**Monterey County Convention & Visitors Bureau  
Annual Luncheon Meeting & Celebration**

**Thursday, August 29, 2019**

## Hyatt Regency Hotel and Spa

Registration Reception:  
11:00 - 11:45 a.m.

Luncheon Program:  
12:00 - 1:30 p.m.

**REGISTER NOW!**

Network with 400 tourism and hospitality professionals during this one day celebration of the tourism community and partners as we celebrate the previous year's achievements and look at exciting initiatives for 2019-2020. Extend your reach by becoming a a sponsor.

[Click here for exclusive sponsorship opportunities.](#)



**Enjoy Monterey County, Responsibly.**  
Find out how at [SeeMonterey.com/Sustainable](http://SeeMonterey.com/Sustainable)



*Funded in cooperation with the Monterey County Board of Supervisors and the communities of Pebble Beach Company, Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Moss Landing, Carmel Valley, Big Sur, and Salinas Valley.*

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