



REGULAR MEETING  
SAND CITY COUNCIL  
AND  
SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY  
AGENDA  
SAND CITY COUNCIL CHAMBERS  
TUESDAY, AUGUST 20, 2013  
7:00 P.M.



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

---

Regular Meeting – August 20, 2013

7:00 P.M.

CITY COUNCIL CHAMBERS

Sand City Hall, One Sylvan Park, Sand City, CA 93955

---

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. 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.

A. Written

B. Oral

- 5. 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. Conditional Use Permits (CUP) and Coastal Development Permits (CDP) are subject to annual review by the City Council and City staff. Upon review of each of the following Use Permits, staff is recommending continued operation of the Use Permits to the City Council based on the finding that these uses are in compliance with their permits.

- (1) CUP #257, Precision Porche (auto), 475-C Olympia Avenue
- (2) CUP #345, James Obara, (mobile home), 770 Tioga Avenue
- (3) CUP #370, Economy Cleaners (service business), 840 Playa Avenue
- (4) CUP #378, Carmel Glass Company (contractor), 637-B Ortiz Avenue
- (5) CUP #388, Sanctuary Management Group (recreation), 1855 East Avenue
- (6) CUP # 396, McDonalds Restaurant (food), 990 Playa Avenue
- (7) CUP #497/CDP 09-02, Rising Phoenix (tattoo studio), 490-B Orange Avenue

- B. Approval of Sand City Council Meeting Minutes, August 6, 2013
- C. Acceptance of Police Department Monthly Report, July 2013
- D. Acceptance of Public Works Monthly Report, July 2013
- E. Acceptance of City/Successor Agency Treasury Report, period ending June 30, 2013
- F. Acceptance of Fort Ord Monthly Report (FORA) Board meeting, August 2013
- G. Approval of City RESOLUTION Authorizing the Renewal of a Memorandum of Understanding for Data Sharing Between the City of Sand City Police Department and Law Enforcement Agencies within the SouthBay Information Sharing System (SBISS) – South Bay Region Node
- H. Approval of City Council to authorize and accept the Memorandum of Agreement (MOA) with required signatures and Approval of City RESOLUTION Approving the MOA for the Monterey Regional Storm Water Management Program
- I. Approval of City Contribution/Donation
  - 1) American Diabetes Association - \$300
- J. Approval of City RESOLUTION Authorizing Storm Water Inspection & Maintenance Services (SWIMS) for required Maintenance including Sediment Removal in Interceptor Tanks 1, 2, 3 and 4 in the City of Sand City, California

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

**7. PRESENTATION**

- A. Presentation by Michael Zeller of Transportation Agency of Monterey County (TAMC) regarding Regional Development Impact Fee (10 minutes)
  - 1) Consideration of City RESOLUTION Updating the Regional Development Impact Fees

**8. OLD BUSINESS**

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

**9. NEW BUSINESS**

- A. Consideration of Successor Agency RESOLUTION Approving all Public Uses as Interim Uses allowed on the Carroll Property, 525 Ortiz Avenue
- B. Upcoming Meetings/Events

## 10. CLOSED SESSION

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

1) To confer with Legal Counsel regarding pending litigation in accordance with Government Code Section 54956.9(d)(1):

a) *Monterey Peninsula Water Management v. State Water Resources Control Board (No. M102101), and related cases*

b) *Cal-Am Application to CPUC No. 10-04-019 for Order Authorizing Recovery of Costs for Lease and Operation of the Sand City Desalination Facility*

c) *Seaside v. Sand City (No. M120996) and related cross action*

d) *Local Educational Agencies' (LEAs) monetary claim to recover pass-through payments from the Sand City Successor Agency to the Redevelopment Agency*

2) Conference with Legal Counsel in accordance with Section 54956.9 of the Ralph M. Brown Act, regarding Claim against Monterey County Reimbursement of Property Tax Administration Fee

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

## 11. ADJOURNMENT

Next Scheduled Council Meeting:  
Tuesday, September 3, 2013  
7:00 P.M.  
Sand City Council Chambers  
1 Sylvan Park, Sand City  
***{Due to the League of California Cities  
Conference, the September 20, 2013  
Council meeting has been cancelled}***

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

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

[www.sandcity.org/agenda](http://www.sandcity.org/agenda)

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 20, or give your written request to the City Clerk at One Sylvan Park, 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**

**5B**

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

---

Regular Meeting – August 6, 2013  
7:00 P.M.  
CITY COUNCIL CHAMBERS

---

Mayor Pendergrass opened the meeting at 7:00 P.M.

The invocation was led by Reverend Ron Mason.

The Pledge of Allegiance was led by Police Chief Michael Klein.

Present: Council Member Blackwelder  
Council Member Carbone  
Council Member Hubler  
Council Member Kruper  
Mayor Pendergrass

Staff: Steve Matarazzo, City Administrator/Community Development Director  
Jim Heisinger, City Attorney  
Leon Gomez, City Engineer  
Michael Klein, Police Chief  
Connie Horca, Deputy City Clerk  
Charles Pooler, Associate Planner

**AGENDA ITEM 4, 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.

- A. Written communications distributed to the Council included a list of potential conflicts (Agenda item 7A) and material for Closed Session Agenda item 10A [2].
- B. Oral

7:02 P.M. Floor opened for Public Comment.

There was no comment from the Public.

7:02 P.M. Floor closed to Public Comment.

## **AGENDA ITEM 5, 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. There was no discussion of the Sand City Council Meeting Minutes, July 16, 2013.
- B. There was no discussion of the City **Resolution** authorizing renewal of the Building Inspection and Plan Check Services Agreement with the City of Monterey.
- C. There was no discussion of the Fort Ord Reuse Authority (FORA) Monthly Report, July, 2013.
- D. There was no discussion of the 2013 League of California Cities Annual Conference Resolutions Packet.
- E. There was no discussion of the City Donation/Contribution to the Panetta Institute for Public Policy for \$500.

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

## **AGENDA ITEM 6, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

There were no items pulled from the Consent Calendar.

## **AGENDA ITEM 7, PUBLIC HEARING**

*{Council Members Blackwelder and Hubler stepped down from the dais due to a possible conflict of interest by residing/working within 500' of the subject property}*

- A. **Consideration of City Resolution approving Conditional Use Permit 568 and Coastal Development Permit 13-04 authorizing an Artist Metal Workshop at 1815-A Contra Costa Street**

Associate Planner Charles Pooler presented an application submitted by Shawn Kelly to establish a metal art workshop at 1815-A Contra Costa

Street. The structure is a 7,400 square foot multi-tenant commercial building with three units on the ground floor and two offices on the second level. The applicant intends to work with steel materials to create various art forms by hydraulic compression. The operation does not involve hammering. The proposed use requires two (2) off-street parking spaces. The building provides nine (9) on site-parking spaces with additional spaces located to the north. There is adequate parking to satisfy zoning requirements for all units and tenants of the building. Hours of operation are from 8:00 a.m. to 6:00 p.m. daily. Staff recommends that manufacturing activities only occur between 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays to minimize impacts to surrounding residential dwellings. No large trucks for loading/unloading are anticipated for this use. Metal workshops have the potential to create negative impacts from hammering or saw/blade cutting of metal however; the applicant states that his operation does not involve hammering. Staff recommends approval of the use permit provided that hammering is prohibited, and that the motorized compressor be within a noise insulating enclosure.

7:08 P.M. Floor opened for Public Comment.

The applicant, Shawn Kelly had no comments. The Mayor asked if he was in agreement with the conditions of the use permit. Mr. Kelly responded that he agreed with the permit conditions.

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

Motion to approve the City **Resolution** by title, approving Conditional Use Permit 568 and Coastal Development Permit 13-04 authorizing an Artist Metal Workshop at 1815-A Contra Costa Street was made by Council Member Carbone, seconded by Council Member Kruper. AYES: Council Members Carbone, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: Council Members Blackwelder, Hubler. Motion carried.

*{Council Members Blackwelder and Hubler returned to the dais}*

**B. Consideration of City Resolution approving Conditional Use Permit 567 for Teri Takikawa and Todd Fisher authorizing a Sandwich Sales Counter within an existing commercial kitchen at 354 Orange Avenue in Sand City.**

Associate Planner Charles Pooler presented an application submitted by Teri Takikawa, representing Todd Fisher, to establish a sandwich sales counter within an existing commercial kitchen at 354 Orange Avenue. The location presently operates a commercial kitchen; however, introduction of the sales counter for take-out is a change of use and requires conditional use permit approval. The applicant desires to set up a sandwich 'take-out'



sales counter inside the building's roll-up door, with NO on-site eating or service. Sandwiches will be 'made-to-order' and sold 'to-go', with the preparation of meats, and other items to occur within the existing kitchen. The cooperative arrangement for the use of the kitchen is between Todd Fisher and Teri Takikawa, on a rotating schedule. There are no standard 8-hour day work shifts. The sandwich counter intends to serve the public between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday with an hour before for preparation and an hour after for clean-up. Staff researched parking requirements for the proposed use, and recommends that the permit require four spaces in front of the building for sandwich sales and the commercial kitchen. Parking of company vehicles should not occur during sandwich sales hours to maximize available parking spaces. If overflow parking becomes an issue, this may be grounds for permit termination, and closure of the sandwich sales counter. The operation falls into a Group II occupancy for the sandwich sales and no additional water allocation is necessary. It is recommended that the permit conditions include that tables, chairs or other on-site eating amenities be prohibited, sales hours be limited from 10:00 a.m. to 3:00 p.m., a small enclosure be installed to conceal trash bins, a minimum of four on-site parking spaces be reserved and signed for exclusive use by the applicant's patrons, and that company vehicles not use these spaces during the hours that the sandwich sales counter is open. Staff recommends approval of the conditional use permit for the sandwich sales counter.

7:19 P.M. Floor opened for Public Comment.

The applicant Teri Takikawa, representing Todd Fischer and Jonathan Pierce, commented that he looks forward to doing business in Sand City. The location is across the street from Slakey Brothers whose contractors look for a place where they can have fresh sandwiches made to order. Parking should not pose an impact as he encourages employees, including himself, to park on the street close to the desalination plant. In response to Council Member Kruper's question regarding the 'Firebird' parked in the driveway, Mr. Takikawa will contact the owner to request that they relocate the vehicle. Mr. Takikawa is in agreement with the conditions of the use permit.

Sandwich sales operator Jonathan Pierce added that the proposed use will serve as a trial for a larger retail operation. This is an ideal location for a California Prosciutto type of deli, and hopes that the sandwich sales counter will expand into a possible restaurant in the future.

7:24 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution by title**, approving Conditional Use Permit 567 for Teri Takikawa and Todd Fisher authorizing a Sandwich Sales Counter within an existing commercial kitchen at 354 Orange Avenue in Sand City was made by Council Member Kruper, seconded by Council Member Hubler. AYES: Council Members Blackwelder, Carbone,

Hubler, Kruper, Pendergrass. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

## **AGENDA ITEM 8, OLD BUSINESS**

### **A. Progress report on Public Works projects, Successor Agency Oversight Board, South of Tioga project, Coastal projects, and other Sand City community programs by City Engineer/Community Development Director/City Administrator**

City Engineer Leon Gomez reported that the desalination plant produced 18.95 AF of water for the month of July. The plant was inoperable for several days due to a clean in place (CIP) of the second set of reverse osmosis (RO) membranes. Cal-Am has researched possible replacements for these membranes, however; the technology is more advanced than the ones currently used in the desalination plant. City Administrator Steve Matarazzo commented that the plant was designed to replace membranes with state-of-the-art membranes over time. Cal-Am was aware that membrane technology would continue to advance rapidly. The date for the Stormwater Annual Report has changed, and the first draft is due the end of August to the Stormwater Management Group. The Storm Water Inspection and Maintenance Services (SWIMS) presented Staff with their recommendations for sediment removal of four tanks in the shopping center. The sediment removal will occur once SWIMS receives approval.

City Administrator Steve Matarazzo reported that the City received a letter from the Department of Finance (DOF) finding completion of the asset transfer of the former Redevelopment Agency to the Successor Agency. A final payment of approximately \$800,000 was made to the County Auditor for disbursement to the taxing entities. The 'finding of completion' will allow the City to prepare a long term property management plan, and prior City loans to the former Redevelopment Agency be placed on the Recognized Obligations Payment Schedule (ROPS). Staff is working with the consultant to see how much can be placed on the ROPS for reimbursement over a period of time.

In response to Council Member Kruper's question regarding the possibility of doing a property trade in lieu of money owed by the former Redevelopment Agency, City Administrator Steve Matarazzo responded that the City will try to retain as much property as possible, especially those properties that were slated for a public purpose.

## **AGENDA ITEM 9, NEW BUSINESS**

### **A. Consideration of cancelling City Council meeting due to League of California Cities Conference**

There was consensus of the City Council to cancel the regularly

scheduled September 17, 2013 Council meeting due to the League of California Cities Conference.

**B. Upcoming Meetings/Events**

There were no RSVP's from the City Council.

**AGENDA ITEM 10, CLOSED SESSION**

7:40 p.m.

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

1) To confer with Legal Counsel regarding pending litigation in accordance with Government Code Section 54956.9(d)(1):

- a) *Monterey Peninsula Water Management v. State Water Resources Control Board (No. M102101), and related cases*
- b) *Cal-Am Application to CPUC No. 10-04-019 for Order Authorizing Recovery of Costs for Lease and Operation of the Sand City Desalination Facility*
- c) *Seaside v. Sand City (No. M120996) and related cross action*
- d) *Local Educational Agencies' (LEAs) monetary claim to recover pass-through payments from the Sand City Successor Agency to the Redevelopment Agency*

2) Conference with Legal Counsel in accordance with Section 54956.9 of the Ralph M. Brown Act, regarding Claim against Monterey County Reimbursement of Property Tax Administration Fee

3) To confer with Legal Counsel regarding potential litigation pursuant to Section 54956.9 (c) of the Ralph M. Brown Act; 1 case

8:07 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**

The City Attorney gave a report on items 10A (1-b, c & d) and 10A (2). There was no action taken.

**AGENDA ITEM 11, ADJOURNMENT**

Motion to adjourn the City Council meeting was made by Council Member Kruper, seconded by Council Member Blackwelder to the next regularly schedule Council meeting on Tuesday, August 20, 2013 at 7:00 P.M. There was unanimous consensus of the Council to adjourn the meeting at 8:08 P.M.

---

Connie Horca, Deputy City Clerk

**AGENDA ITEM  
5C**

## SAND CITY POLICE DEPARTMENT

## MONTHLY REPORT

Date: August 20, 2013

To: The Honorable Mayor and City Council Members

From: J. Michael Klein, Chief of Police

Subject: Police activity for the month of **July 2013**

This report presents a condensed overview of the Sand City Police Department's operational and administrative activities. It is an approximate analysis and not conclusive.

**CRIMINAL OFFENSES REPORTED**

|                        | THIS<br>MONTH | LAST<br>MONTH | YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
|------------------------|---------------|---------------|-----------------|----------------------|
| Homicide               | 0             | 0             | 0               | 0                    |
| Rape                   | 0             | 0             | 0               | 0                    |
| Robbery                | 0             | 0             | 0               | 1                    |
| Assault/Battery        | 2             | 1             | 6               | 1                    |
| Battery (spousal)      | 0             | 0             | 2               | 1                    |
| Burglary (commercial)  | 0             | 0             | 1               | 2                    |
| Burglary (residential) | 0             | 0             | 1               | 0                    |
| Burglary (vehicle)     | 1             | 0             | 5               | 6                    |
| Theft (petty)          | 4             | 2             | 21              | 23                   |
| Theft (grand)          | 3             | 2             | 13              | 7                    |
| Theft (vehicle)        | 1             | 0             | 4               | 3                    |
| Vandalism              | 1             | 0             | 3               | 7                    |
| Arson                  | 0             | 0             | 0               | 0                    |
| Forgery/Counterfeiting | 0             | 2             | 5               | 4                    |
| Fraud/Embezzlement     | 5             | 3             | 15              | 8                    |
| Health/Safety Viol.    | 0             | 0             | 1               | 1                    |
| Business/Prof.         | 0             | 0             | 0               | 0                    |

**ARRESTS**

|                      |   |   |    |    |
|----------------------|---|---|----|----|
| Adult Felony         | 1 | 0 | 4  | 5  |
| Adult Misdemeanor    | 2 | 1 | 18 | 17 |
| Juvenile Felony      | 0 | 0 | 0  | 1  |
| Juvenile Misdemeanor | 0 | 0 | 3  | 7  |
| Warrants             | 2 | 0 | 12 | 7  |
| Drunk Driving        | 1 | 0 | 1  | 1  |

**CITATIONS**

|                     |    |    |     |     |
|---------------------|----|----|-----|-----|
| Traffic Violations  | 5  | 7  | 79  | 120 |
| Parking Violations  | 34 | 58 | 183 | 203 |
| Sand City Muni Code | 0  | 0  | 1   | 1   |
| Warrants            | 2  | 0  | 6   | 6   |

**TRAFFIC ACCIDENTS**

|                           |   |   |    |    |
|---------------------------|---|---|----|----|
| Non-Injury                | 7 | 7 | 44 | 49 |
| Injury                    | 0 | 1 | 4  | 3  |
| Fatal                     | 0 | 0 | 0  | 0  |
| Hit/Run (property damage) | 1 | 0 | 5  | 5  |

|  | THIS<br>MONTH | LAST<br>MONTH | YEAR<br>TO DATE | LAST YEAR<br>TO DATE |
|--|---------------|---------------|-----------------|----------------------|
| <b>MISCELLANEOUS CALLS FOR SERVICE</b> |               |               |                 |                      |
| Alarms (commercial)                    | 10            | 13            | 63              | 56                   |
| Security checks (comm)                 | 9             | 3             | 46              | 78                   |
| Security/welfare checks                | 9             | 12            | 70              | 59                   |
| Animal Complaints                      | 2             | 10            | 51              | 41                   |
| Suicide(attempted)                     | 0             | 0             | 0               | 0                    |
| Suicide(completed)                     | 0             | 0             | 0               | 0                    |
| Vehicle (tow/abatement)                | 3             | 4             | 24              | 28                   |
| Medical Emergencies                    | 6             | 3             | 45              | 41                   |
| Fire Emergencies                       | 5             | 4             | 23              | 10                   |
| Civil/Peace Disturbances               | 39            | 45            | 242             | 169                  |

Peace disturbances: Includes complaints of transients, family, landlord/tenant, neighbor and customer disputes.

---

**ALL OTHER CALLS FOR SERVICE**

|                     |    |    |     |     |
|---------------------|----|----|-----|-----|
| Complaint initiated | 52 | 45 | 355 | 335 |
| Officer initiated   | 84 | 84 | 564 | 656 |

**AGENDA ITEM**

**5D**

**Public works**  
**Monthly Activity Report**  
**July, 2013**

This report is to inform you of the activities and projects being accomplished by the Sand City Public Works Department.

**Routine Public Works Functions:**

- Clean City Hall offices, kitchen and bathrooms.
- Check city for any needed repairs.
- Blow leaves and debris from City Hall and Park. Keep park bathroom clean and open.
- Remove weeds around City Hall and Park.
- Supervise Hope Crew to maintain city streets.
- City vehicle maintenance. ( Gassing up city vehicles, washed, and frequent oil changes)
- Water plants inside City Hall.
- Set up Council Chambers for meetings.
- Take recyclables to the recycle center.
- Check the city for homeless encampments and loose shopping carts.
- Fill out Daily reports.
- Open and lock up the outside bathroom and the corporation yard at the end of the day and turn on the tool shed light.
- Better Management Practices. ( keeping our eyes open for illicit discharges or any waste going into the storm drains)
- Blowing the bike paths and emptying the trash cans citywide.
- Watering the trees citywide.

**Special Public Works Functions:**

- Called First alarm about the trailer alarm and the City Hall Conex's.
- Flushed out a storm drain on Shasta Street with 200 gallons of water.



- Put out barricades citywide for the Fourth of July on Tioga, Tioga and Metz, Sand Dunes Dr., Canyon Del Rey, Ellis, and the Highway 1 turnout. Picked up all the barricades after the event and put them all away.
- Pulled out tree grates on Ortiz and filled the holes with cement.
- Picked up the signs from City Hall that we ordered from Zumar.
- Cut trees on upper Ridge.
- Sprayed weeds with Roundup on Ortiz, Redwood, Hickory, Catalina, orange, Tioga, Holly, California Street, and around City Hall.
- Purchased to smoke alarms and carbon monoxide detectors and installed them in the Corporation yard trailer.
- Put chemicals on a myoporum tree on Ortiz because of aphids.
- Moved a stop sign over at Fir and California with the backhoe and a rotary hammer. Replaced the pole with signs and put it in concrete. Also we put high visibility tape around the pole.
- Called the Presidio about volunteers for the West End event.
- Purchased and installed a new fan in Linda's office.
- Placed barricades citywide with no parking signs on them and lifted the trees on Ortiz, Hickory, Holly, and Contra Costa. It took three loads of green waste to the dump. Picked up all the barricades and put them away in our Corporation yard.
- Painted out graffiti on the outfall at West Bay St.
- Had a West End meeting in the Council chambers.
- Called the city of Monterey and had an arborist come out to look at our Christmas tree because the top looked like it was dying.
- Went to the Monterey Corporation yard to check on the medians and also about a sign mandate.
- Removed all the blue signs from the class III barricades and disposed of them.
- Changed the car battery in unit 92.
- Called SAR property management about the trees covering the banners on California Street.
- Helped Sgt. Alan with surveillance in our Corporation yard trailer. Picked up a memory disk for the surveillance. Caught the thief on tape and reported it to the Police Department.
- Had a meeting with Pam from the hope crew and also a meeting with the hope crew in the Council chambers.
- Got an estimate for the dump truck at Mark's barn because of a hole on the roof and had it fixed.

- Painted the medians yellow by Costco, McDonald's, the Valero gas station, and Contra Costa.
- Loaded the water tank along with water, water pump, and pressure washer. Took it to the Carol building so Craig and Todd could pressure wash the floor. Picked up everything after they were done using it
- Removed trash, chairs, and table from the community garden and disposed of it.
- Had coastal fabrication come out and give us a bid on the fire pit at the community garden to put a lid on top.
- Had American lock and key rekey City Hall.
- Called Wendy and Vanessa about trees blocking the road signs and banners on California and Tioga.
- Picked up armor all and towels for Todd clean the West end banners.
- Drilled a hole through the women's bathroom to put in 2 electrical outlets inside the vault. We had to run lines from the breaker box and also strap them down in the attic and along the wall in the vault. We had electrician come in and do all the wiring and picked up all the supplies at Home Depot.
- Show the electrician our Corporation yard and had him install a 240 outlet for our welder.
- Put up a Greek festival banner on Tioga.
- Picked up rope for the West End banners and put up both banners on Tioga and Contra Costa.
- Started putting together a table at the Corporation yard for a workbench with a steel frame in which we welded.

**AGENDA ITEM  
5E**

---

**CITY AND SUCCESSOR AGENCY  
OF  
SAND CITY**



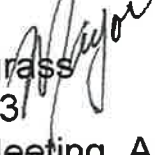
**TREASURY REPORT  
JUNE 30, 2013**

---

**AGENDA ITEM  
5F**

# MEMORANDUM

---

**TO:** City Council  
**FROM:** Mayor Pendergrass   
**DATE:** August 12, 2013  
**SUBJECT:** FORA Board Meeting, August 9, 2013

---

The Agenda is attached for your reference. Should you desire further information that may or may not be contained in the packet, an agenda packet is available at City Hall or on the FORA website at: [www.fora.org](http://www.fora.org).

**Item 1 Procedural**

**Item 2 CLOSED SESSION**

*As listed.*

**Item 3 ANNOUNCEMENT OF ACTION TAKE IN CLOSED SESSION**

*No action was taken.*

**Item 4 PLEDGE OF ALLEGIANCE**

**Item 5 ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE**

*Items 4-5, Procedural. NOTE: The FORA Annual Report is available.*

**Item 6 CONSENT AGENDA**

- a. Approval of the July 12, 2013 Board Meeting Minutes
- b. Adopt Resolution 13-XX, Ordering Placement of the Initiatives on November 5, 2013 Ballot and Delegating Authority to County of Monterey to Conduct Elections

*All items unanimously approved.*

**Item 7 NEW BUSINESS**

- a. Consistency Determination: the Promontory at California State University, Monterey Bay

*Approved as consistent, a developer offered to buy the proposed property and to build dorms for students at CSUMB (over 600 partitioned dorms in 4 buildings).*

**Item 8 OLD BUSINESS**

- a. FY 2013/14 Capital improvement Program

*The CIP was extensively reviewed over the past few months, and failed in its first vote due to the Marina member opposing. A majority vote is only required on the second vote in September.*

- b. Authorize Executive Officer to Execute CCCVC Land Transfer Agreement

*Unanimously approved.*

**Item 9 PUBLIC COMMENT PERIOD**

*Procedural.*

**Item 10 EXECUTIVE OFFICER'S REPORT**

*Referenced by title only except action taken on item 10e, and it was unanimously approved.*

**Item 11 ITEMS FROM MEMBERS**

*None stated.*

**Item 12 ADJOURNMENT**

*Meeting adjourned at approximately 4:00 p.m.*



# FORT ORD REUSE AUTHORITY

920 2<sup>nd</sup> Avenue, Suite A, Marina, CA 93933

Phone: (831) 883-3672 | Fax: (831) 883-3675 | [www.fora.org](http://www.fora.org)

## BOARD OF DIRECTORS REGULAR MEETING

Friday, August 9, 2013 at 2:00 p.m.

910 2<sup>nd</sup> Avenue, Marina, CA 93933 (Carpenter's Union Hall)

### AGENDA

1. CALL TO ORDER AND ROLL CALL
2. CLOSED SESSION
  - a. Conference with Legal Counsel - Existing Litigation, Gov Code 54956.9(a) – Five Cases
    - i. Keep Fort Ord Wild v. Fort Ord Reuse Authority, Case Numbers: M114961, M116438, M119217
    - ii. Bogan v. Houlemard, Case Number: M122980
    - iii. The City of Marina v. Fort Ord Reuse Authority, Case Number: M118566
  - b. Conference with Legal Counsel - Anticipated Litigation, Gov Code 54956.9(b) – One Case
3. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION
4. PLEDGE OF ALLEGIANCE
5. ACKNOWLEDGEMENTS, ANNOUNCEMENTS, AND CORRESPONDENCE
  - a. 2013 FORA Annual Report
6. CONSENT AGENDA
  - a. Approval of the July 12, 2013 Board Meeting Minutes (pg. 1-4) ACTION
  - b. Adopt Resolution 13-XX, Ordering Placement of the Initiatives on November 5, 2013 Ballot and Delegating Authority to County of Monterey to Conduct Elections (pg. 5-9) ACTION
7. NEW BUSINESS
  - a. Consistency Determination: The Promontory at California State University, Monterey Bay (pg. 10-28) INFORMATION/ACTION
8. OLD BUSINESS
  - a. FY 2013/14 Capital Improvement Program (pg. 29-69) INFORMATION/ACTION
  - b. Authorize Executive Officer to Execute CCCVC Land Transfer Agreement (pg. 70-89) ACTION
9. PUBLIC COMMENT PERIOD
 

Members of the public wishing to address the Fort Ord Reuse Authority (FORA) Board of Directors on matters that are not on this agenda, but are within FORA's jurisdiction, may comment for up to three minutes during this period. Public comments on specific agenda items are heard under that item.



**10. EXECUTIVE OFFICER'S REPORT**

- a. Outstanding Receivables (pg. 90-95)
- b. Habitat Conservation Plan Update (pg. 96)
- c. Administrative Committee (pg. 97-101)
- d. Water/Wastewater Oversight Committee (pg. 102-104)
- e. Travel Report (pg. 105-106)
- f. Public Correspondence to the Board (pg. 107)

INFORMATION/ACTION  
INFORMATION  
INFORMATION  
INFORMATION  
INFORMATION/ACTION  
INFORMATION

**11. ITEMS FROM MEMBERS**

**12. ADJOURNMENT**

**NEXT REGULAR BOARD MEETING: SEPTEMBER 13, 2013**

*Persons seeking disability related accommodations should contact FORA 24 hours prior to the meeting.*  
This meeting is recorded by Access Monterey Peninsula (AMP) and is televised Sundays at 9:00 a.m. and 1:00 p.m. on Marina/Peninsula Chanel 25. The video and full Agenda packet are available online at [www.fora.org](http://www.fora.org).

**AGENDA ITEM**

**5G**

**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_\_\_, 2013**

**A RESOLUTION OF THE CITY OF SAND CITY AUTHORIZING THE RENEWAL OF  
A MEMORANDUM OF UNDERSTANDING FOR DATA SHARING BETWEEN THE  
CITY OF SAND CITY POLICE DEPARTMENT AND LAW ENFORCEMENT  
AGENCIES WITHIN THE SOUTHBAY INFORMATION SHARING SYSTEM (SBISS)  
– SOUTH BAY REGION NODE**

**WHEREAS**, Monterey County Law Enforcement Agencies desire to participate in a regional criminal information sharing consortium known as the South Bay Information Sharing System (SBISS) South Bay Region Node; and

**WHEREAS**, the expeditious sharing of criminal information will improve member agency's investigative ability; and

**WHEREAS**, the City of Sand City and Law Enforcement Agencies executed a Memorandum of Understanding (MOU) for Data Sharing Between the City of Sand City Police Department and Law Enforcement Agencies within the South Bay Information Sharing System (SBISS) by Resolution SC-27, 2010, and desires to continue data sharing services as outlined in the MOU; and

**WHEREAS**, the City of Sand City Police Department will maintain ownership of its' respective criminal justice records while making certain information available to other consortium members pursuant to the guidelines of a SBISS Memorandum of Understanding; and

**WHEREAS**, the SBISS region-wide sharing of information will use a common software system known as CopLink to connect county and city law enforcement agencies located within the counties of Santa Clara, Santa Cruz, San Benito, and Monterey; and

**WHEREAS**, the CopLink software sharing system is recognized by the State of California, the San Francisco Bay Area Urban Area Security Initiative (UASI), and the SBISS as a sole source vendor that is uniquely qualified to establish connectivity between justice agencies in the South Bay node, the Regional Terrorist Threat Centers, and other justice agencies throughout the state; and

**WHEREAS**, the San Francisco Bay Area UASI has authorized Homeland Security Grant funds be allocated to pay for continuation of the CopLink system (3) years of cost related to maintenance of hardware and software; and

**WHEREAS**, the SBISS member agencies agree to pay pro-rata costs related to this project as stipulated for each member agency listed in the SBISS Memorandum of Understanding.

**Sand City Resolution SC \_\_\_\_\_, 2013**

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

1. Adopt the resolution renewing the attached Memorandum of Understanding allowing the Sand City Police Department to continue membership in the SBISS South Bay Region Node and other nodes as outlined in the MOU.
2. Authorize police expenditures in the amount of \$60 per year for FY 2013/2014, FY 2014/2015, and for FY 2015/2016.

**PASSED AND ADOPTED**, by the City Council of the City of Sand City this 20<sup>th</sup> day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

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

## Connie Horca

---

**From:** Juan.Gallardo@sheriff.sccgov.org  
**Sent:** Thursday, August 08, 2013 8:30 AM  
**To:** Connie@SandCity.org  
**Subject:** Re: Coplink  
**Attachments:** pic29358.jpg

Hi Connie,

If you would like to estimate on the high end for the next three years, please use the \$60 annual total. This would be the most it will increase to, for years 4,5 and 6. Please let me know if you have any questions.

Thanks, Juan

So sorry for the delay in sending this email. The estimated Sand City costs for COPLINK for the next three years will be between \$12.00 and \$60.00 annually depending grant sustainment. The very most it will be is \$60.00.

Please let me know if you have any further questions. Thanks, Juan

Juan J. Gallardo  
Information Systems Manager III  
Office of the Sheriff, Santa Clara County  
Phone: 408.808.4663  
E-mail: [juan.gallardo@sheriff.sccgov.org](mailto:juan.gallardo@sheriff.sccgov.org)

NOTICE: This email message and/or its attachments may contain information that is confidential or restricted. It is intended only for the individuals named as recipients in the message. If you are NOT an authorized recipient, you are prohibited from using, delivering, distributing, printing, copying, or disclosing the message or content to others and must delete the message from your computer. If you have received this message in error, please notify the sender by return email.

Cost Allocation  
Using a Population Based Model

The goal is to eventually allocate costs based on usage. As the grant will pay for most of the costs for the first three years, this should provide ample time to collect usage figures and create a cost allocation model based on usage in time for the agencies to decide to adopt it going forward starting in year four. The cost allocation model that follows is based on population.

The grant will cover the Coplink annual software and Integration Services maintenance & support costs for the first three years. The grant will not cover costs that begin in year two for the host's personnel resources estimated at .5 FTE, the annual maintenance on the firewall, or the ongoing cost for the Internet connection service. Together, these three costs are allocated to agencies for years two and three as shown in the column titled **Cost Allocation Years 2 & 3**.

The column titled **Cost Allocation Starting Year 4** includes the Coplink annual software and Integration Services maintenance & support costs that will begin in year four plus the host's personnel resources, firewall maintenance, and Internet connection service that started in year two.

| <i>Agency</i>   | <i>2008 Population Estimate</i> | <i>% of Total Population</i> | <i>Cost Allocation Years 2 &amp; 3</i> | <i>Cost Allocation Starting Year 4</i> |
|---|---------------------------------|------------------------------|--|--|
| <b>Santa Clara County</b>   |                                 |                              |  |  |
| Campbell  | 38,617                          | 2.19%                        | \$1,638.46                             | \$4,694.61                             |
| Gilroy  | 49,934                          | 2.83%                        | \$2,117.28                             | \$6,066.56                             |
| Los Altos   | 28,349                          | 1.61%                        | \$1,204.53                             | \$3,451.29                             |
| Los Gatos plus<br>Monte Sereno                                      | 32,922                          | 1.87%                        | \$1,399.05                             | \$4,008.64                             |
| Milpitas  | 67,503                          | 3.83%                        | \$2,865.43                             | \$8,210.22                             |
| Morgan Hill   | 38,096                          | 2.16%                        | \$1,616.01                             | \$4,630.30                             |
| Mountain View   | 71,348                          | 4.04%                        | \$3,022.54                             | \$8,660.38                             |
| Palo Alto   | 59,395                          | 3.37%                        | \$2,521.28                             | \$7,224.13                             |
| San Jose  | 948,279                         | 53.74%                       | \$40,205.83                            | \$115,200.26                           |
| Santa Clara   | 110,200                         | 6.25%                        | \$4,675.97                             | \$13,397.87                            |
| Sheriff   | 187,747                         | 10.64%                       | \$7,960.37                             | \$22,808.54                            |
| (Unincorporated plus<br>Cupertino,<br>Saratoga,<br>Los Altos Hills) |                                 |                              |  |  |
| Sunnyvale   | 132,109                         | 7.49%                        | \$5,603.68                             | \$16,056.01                            |
| <b>Total Santa Clara<br/>County</b>                                 | <b>1,764,499</b>                | <b>100.02%</b>               | <b>\$74,830.43</b>                     | <b>\$214,408.81</b>                    |
| <b>Santa Cruz County</b>  |                                 |                              |  |  |
| Capitola  | 9,612                           | 3.97%                        | \$ 407.52                              | \$1,802.76                             |
| Santa Cruz  | 56,124                          | 23.19%                       | \$2,380.43                             | \$10,530.45                            |
| Scotts Valley   | 11,128                          | 0                            | 0                                      | 0                                      |
| Sheriff   | 125,831                         | 51.99%                       | \$5,336.72                             | \$23,608.38                            |
| Watsonville   | 50,442                          | 20.84%                       | \$2,139.20                             | \$9,463.33                             |
| <b>Total Santa Cruz<br/>County</b>                                  | <b>242,009</b>                  | <b>99.99%</b>                | <b>\$10,263.87</b>                     | <b>\$45,404.92</b>                     |

Cost Allocation  
Using a Population Based Model

| <i>Agency</i>   | <i>2008 Population Estimate</i> | <i>% of Total Population</i> | <i>Cost Allocation Years 2 &amp; 3</i> | <i>Cost Allocation Starting Year 4</i> |
|---|---------------------------------|------------------------------|--|--|
| <b>Monterey County</b>  |                                 |                              |  |  |
| Carmel  | 3,886                           | 0.95%                        | \$ 164.42                              | \$1,082.41                             |
| Del Rey Oaks  | 1,529                           | 0.37%                        | \$ 64.04                               | \$ 421.57                              |
| Gonzales  | 8,537                           | 2.09%                        | \$ 361.72                              | \$2,381.30                             |
| Greenfield  | 15,222                          | 3.73%                        | \$ 645.55                              | \$4,249.89                             |
| King City   | 11,627                          | 2.85%                        | \$ 493.25                              | \$3,247.23                             |
| Marina  | 17,943                          | 4.40%                        | \$ 761.51                              | \$5,013.27                             |
| Monterey  | 27,763                          | 6.80%                        | \$1,176.87                             | \$7,747.79                             |
| Pacific Grove   | 14,601                          | 3.58%                        | \$ 619.59                              | \$4,078.98                             |
| Salinas   | 143,640                         | 35.19%                       | \$6,090.32                             | \$40,094.79                            |
| Sand City   | 361                             | 0.09%                        | \$ 15.58                               | \$ 102.54                              |
| Seaside   | 33,797                          | 8.28%                        | \$1,433.02                             | \$9,434.07                             |
| Sheriff   | 101,208                         | 24.79%                       | \$4,290.40                             | \$28,245.24                            |
| Soledad   | 28,124                          | 6.89%                        | \$1,192.45                             | \$7,850.33                             |
| <b>Total Monterey County</b>  | <b>408,238</b>                  | <b>100.01%</b>               | <b>\$17,308.72</b>                     | <b>\$113,949.41</b>                    |
| <b>San Benito County</b>  |                                 |                              |  |  |
| Hollister   | 34,413                          | 64.64%                       | \$1,460.97                             | \$12,652.12                            |
| Sheriff   | 18,821                          | 35.36%                       | \$ 799.19                              | \$6,921.09                             |
| <b>Total San Benito County</b>  | <b>53,234</b>                   | <b>100.00%</b>               | <b>\$2,260.16</b>                      | <b>\$19,573.21</b>                     |
| <b>Total annual maintenance all counties</b>  |                                 |                              | <b>\$104,663.18</b>                    | <b>\$393,336.35</b>                    |
| <b>Host &amp; Resource Annual Costs</b>   |                                 |                              |  |  |
| Network hardware  |                                 |                              |  | \$2,568.02                             |
| Internet  |                                 |                              |  | \$24,624.00                            |
| Resources   |                                 |                              |  | \$77,445.00                            |
| <b>Total Host &amp; Resource Annual Costs</b>                                       |                                 |                              |  | <b>\$104,637.02</b>                    |
| <b>Coplink Annual Software &amp; Integration Services Maintenance &amp; Support</b> |                                 |                              |  |  |
| <b>Santa Clara County</b>   |                                 |                              |  |  |
| Software  |                                 |                              |  | \$57,643.13                            |
| Integration   |                                 |                              |  | \$81,907.35                            |
| <b>Total - Santa Clara County</b>   |                                 |                              |  | <b>\$139,550.48</b>                    |
| <b>Santa Cruz County</b>  |                                 |                              |  |  |
| Software  |                                 |                              |  | \$7,215.84                             |
| Integration   |                                 |                              |  | \$27,928.73                            |

October 7, 2009

Page 2

Cost Allocation  
Using a Population Based Model

| <i>Agency</i>   | <i>2008 Population Estimate</i> | <i>% of Total Population</i> | <i>Cost Allocation Years 2 &amp; 3</i> | <i>Cost Allocation Starting Year 4</i> |
|---|---------------------------------|------------------------------|--|--|
| <b>Total - Santa Cruz County</b>                                    |                                 |                              |  | \$35,144.57                            |
| Monterey County   |                                 |                              |  |  |
| Software  |                                 |                              |  | \$16,146.77                            |
| Integration   |                                 |                              |  | \$80,484.30                            |
| <b>Total - Monterey County</b>                                      |                                 |                              |  | \$96,631.07                            |
| San Benito County   |                                 |                              |  |  |
| Software  |                                 |                              |  | \$1,380.42                             |
| Integration   |                                 |                              |  | \$15,932.63                            |
| <b>Total - San Benito County</b>                                    |                                 |                              |  | \$17,313.05                            |
| <b>Total Software &amp; Integration Annual Costs - All Counties</b> |                                 |                              |  | \$288,639.17                           |
| <b>2008 Population</b>  |                                 |                              |  |  |
| Santa Clara County  | 1,764,499                       | 71.50%                       |  |  |
| Santa Cruz County   | 242,009                         | 9.81%                        |  |  |
| 253,137 (less Scotts Valley PD @ 11,128)                            |                                 |                              |  |  |
| Monterey County   | 408,238                         | 16.54%                       |  |  |
| San Benito County   | 53,234                          | 2.16%                        |  |  |
| <b>Total Population</b>   | <b>2,467,980</b>                | <b>100.01%</b>               |  |  |

The source for the population totals for each city and for each county is the U.S. Census for 2008. The **% of Population** column is the city's percentage of the total population for the county that the city is in. For example, the total population of Santa Clara County is 1,764,499 and the total population for the city of Campbell is 38,617. Therefore, Campbell's percentage is  $(38,617/1,764,499)*100 = 2.19\%$ .

The Coplink annual software and Integration Services maintenance & support costs were taken from the final proposal from Knowledge Computing (KCC). These costs have two components: annual software licensing and annual Integration Services support.

The state of California purchased licenses for every sworn officer in the state for a total of 34,000 licenses. The sworn count for each county used by KCC was Santa Clara (2756), Santa Cruz (345) not including Scotts Valley PD, Monterey (772), and San Benito (66) for a total count of 3,939. The factor calculated by KCC is  $3,939/34,000$  is October 7, 2009



Cost Allocation  
Using a Population Based Model

approximately .11585294. This factor is multiplied by the license fee the state paid for each Coplink module to get our portion of the original licensing cost. The annual licensing maintenance support cost is then calculated at 15% of our portion of the total licensing costs. For example, The Coplink base system license fee the state paid was \$1,666,842.48. Multiplying the Coplink base system fee the state paid by our factor of .11585294 results in a cost of \$193,108.60 for the base module. Applying this approach to the remaining modules results in the following:

| <i>KCC Software License Value</i>  |                           |              |
|--|---------------------------|--------------|
| <b>Enterprise Software Licensing<br/>Pricing based on seven Level-5 licenses for<br/>all of California</b> | <b>Values</b>             |              |
| Coplink Base System  | \$1,666,842.48            | \$193,108.60 |
| Coplink Computer-based Training  | \$73,488.05               | \$8,513.81   |
| CoplinkActive Agent  | \$218,793.95              | \$25,347.92  |
| Coplink Incident Analyzer  | \$364,099.86              | \$42,182.04  |
| Coplink Adaptive Analytical Architecture<br>(A3)   | \$255,872.01              | \$29,643.52  |
| Coplink Visualizer   | \$364,099.86              | \$42,182.04  |
| Coplink Intel L.E.A.D.   | \$546,984.88              | \$63,369.81  |
| Coplink Mobile (incl. iLEAD mobile)  | \$309,818.92              | \$35,893.43  |
| Coplink COMPSTAT (Santa Clara addition)  | Not licensed by the state | \$109,000.00 |
| Subtotal software  |                           | \$549,241.17 |
| One Year Maintenance - @15%  |                           | \$82,386.18  |

Calculate the factor for each county as follows:

The factor for Santa Clara County is  $(2756/34,000) = 0.08105882$

The factor for Santa Cruz County is  $(345/34,000) = 0.01014705$

The factor for Monterey County is  $(772/34,000) = 0.02270588$

The factor for San Benito County is  $(66/34,000) = 0.00194117$

| <i>KCC Software License Value<br/>Santa Clara County</i>   |                |              |
|--|----------------|--------------|
| <b>Enterprise Software Licensing<br/>Pricing based on seven Level-5 licenses for<br/>all of California</b> | <b>Values</b>  |              |
| Coplink Base System  | \$1,666,842.48 | \$135,112.28 |
| Coplink Computer-based Training  | \$73,488.05    | \$5,956.85   |
| CoplinkActive Agent  | \$218,793.95   | \$17,735.18  |
| Coplink Incident Analyzer  | \$364,099.86   | \$29,513.51  |
| Coplink Adaptive Analytical Architecture<br>(A3)   | \$255,872.01   | \$20,740.68  |
| Coplink Visualizer   | \$364,099.86   | \$29,513.51  |
| Coplink Intel L.E.A.D.   | \$546,984.88   | \$44,337.95  |

October 7, 2009

Page 4

Cost Allocation  
Using a Population Based Model

|   |              |              |
|---|--------------|--------------|
| Coplink Mobile (incl. iLEAD mobile)     | \$309,818.92 | \$25,113.56  |
| Coplink COMPSTAT (Santa Clara addition) | \$940,847.94 | \$76,264.02  |
| Subtotal software                       |              | \$384,287.54 |
| One Year Maintenance - @15%             |              | \$57,643.13  |

| <i>KCC Software License Value<br/>Santa Cruz County</i>              |                |             |
|--|----------------|-------------|
| <b>Enterprise Software Licensing</b>                                 | <b>Values</b>  |             |
| <b>Pricing based on seven Level-5 licenses for all of California</b> |                |             |
| Coplink Base System  | \$1,666,842.48 | \$16,913.53 |
| Coplink Computer-based Training                                      | \$73,488.05    | \$ 745.69   |
| CoplinkActive Agent  | \$218,793.95   | \$2,220.11  |
| Coplink Incident Analyzer  | \$364,099.86   | \$3,694.54  |
| Coplink Adaptive Analytical Architecture (A3)                        | \$255,872.01   | \$2,596.35  |
| Coplink Visualizer   | \$364,099.86   | \$3,694.54  |
| Coplink Intel L.E.A.D.   | \$546,984.88   | \$5,550.28  |
| Coplink Mobile (incl. iLEAD mobile)                                  | \$309,818.92   | \$3,143.75  |
| Coplink COMPSTAT (Santa Clara addition)                              | \$940,847.94   | \$9,546.83  |
| Subtotal software  |                | \$48,105.62 |
| One Year Maintenance - @15%  |                | \$7,215.84  |

| <i>KCC Software License Value<br/>Monterey County</i>                |                |              |
|--|----------------|--------------|
| <b>Enterprise Software Licensing</b>                                 | <b>Values</b>  |              |
| <b>Pricing based on seven Level-5 licenses for all of California</b> |                |              |
| Coplink Base System  | \$1,666,842.48 | \$37,847.13  |
| Coplink Computer-based Training                                      | \$73,488.05    | \$1,668.61   |
| CoplinkActive Agent  | \$218,793.95   | \$4,967.91   |
| Coplink Incident Analyzer  | \$364,099.86   | \$8,267.21   |
| Coplink Adaptive Analytical Architecture (A3)                        | \$255,872.01   | \$5,809.80   |
| Coplink Visualizer   | \$364,099.86   | \$8,267.21   |
| Coplink Intel L.E.A.D.   | \$546,984.88   | \$12,419.77  |
| Coplink Mobile (incl. iLEAD mobile)                                  | \$309,818.92   | \$7,034.71   |
| Coplink COMPSTAT (Santa Clara addition)                              | \$940,847.94   | \$21,362.78  |
| Subtotal software  |                | \$107,645.13 |
| One Year Maintenance - @15%  |                | \$16,146.77  |

Cost Allocation  
Using a Population Based Model

| <i>KCC Software License Value<br/>San Benito County</i>  |                |            |
|--|----------------|------------|
| <b>Enterprise Software Licensing<br/>Pricing based on seven Level-5 licenses for<br/>all of California</b> | <b>Values</b>  |            |
| Coplink Base System  | \$1,666,842.48 | \$3,235.62 |
| Coplink Computer-based Training  | \$73,488.05    | \$ 142.65  |
| CoplinkActive Agent  | \$218,793.95   | \$ 424.72  |
| Coplink Incident Analyzer  | \$364,099.86   | \$ 706.78  |
| Coplink Adaptive Analytical Architecture<br>(A3)   | \$255,872.01   | \$ 496.69  |
| Coplink Visualizer   | \$364,099.86   | \$ 706.78  |
| Coplink Intel L.E.A.D.   | \$546,984.88   | \$1,061.79 |
| Coplink Mobile (incl. iLEAD mobile)  | \$309,818.92   | \$ 601.41  |
| Coplink COMPSTAT (Santa Clara addition)  | \$940,847.94   | \$1,826.35 |
| Subtotal software  |                | \$9,202.79 |
| One Year Maintenance - @15%  |                | \$1,380.42 |

| <i>KCC Integration Services</i>      |                    |                               |                         |
|--------------------------------------|--------------------|-------------------------------|-------------------------|
| <i>Agency</i>                        | <i>Sworn Count</i> | <i>System: RMS, JMS, Mugs</i> | <i>Integration Cost</i> |
| <b>Santa Clara County</b>            |                    |                               |                         |
| Campbell PD                          | 44                 | Publisafe                     | \$46,410.00             |
| Gilroy PD                            | 60                 | Tiburon                       | \$32,487.00             |
| Los Altos PD                         | 31                 | VisionAir                     | \$46,410.00             |
| Los Gatos PD                         | 44                 | Tiburon                       | \$32,487.00             |
| Milpitas PD                          | 91                 | Tiburon                       | \$32,487.00             |
| Morgan Hill PD                       | 30                 | EIS                           | \$46,410.00             |
| Mountain View PD                     | 95                 | Tiburon                       | \$32,487.00             |
| Palo Alto PD                         | 87                 | PSSI                          | \$46,410.00             |
| San Jose PD                          | 1345               | Tiburon                       | \$32,487.00             |
| Santa Clara PD                       | 138                | Tiburon                       | \$32,487.00             |
| Santa Clara SO                       | 572                | Custom                        | \$53,000.00             |
| Sunnyvale                            | 219                | Tiburon                       | \$32,487.00             |
| CJIC                                 |                    | Custom                        | \$65,000.00             |
| Mugs                                 |                    | DataWorks                     | \$15,000.00             |
| Total Santa Clara County             |                    |                               | \$546,049.00            |
| Annual Integration Services @<br>15% |                    |                               | \$81,907.35             |
| <b>Santa Cruz County</b>             |                    |                               |                         |
| Capitola PD                          | 21                 | Cyrun                         | \$46,410.00             |
| Santa Cruz PD                        | 93                 | Cyrun                         | \$32,487.00             |
| Santa Cruz SD                        | 162                | EIS                           | \$34,807.50             |
| Watsonville PD                       | 69                 | Cyrun                         | \$32,487.00             |

Cost Allocation  
Using a Population Based Model

| <i>KCC Integration Services</i>                |                    |                               |                         |
|--|--------------------|-------------------------------|-------------------------|
| <i>Agency</i>                                  | <i>Sworn Count</i> | <i>System: RMS, JMS, Mugs</i> | <i>Integration Cost</i> |
| JMS  |                    | J-CORR                        | \$25,000.00             |
| Mugs   |                    | DataWorks                     | \$15,000.00             |
| <b>Total Santa Cruz County</b>                 |                    |                               | <b>\$186,191.50</b>     |
| Annual Integration Services @ 15%              |                    |                               | \$27,928.73             |
| <b>Monterey County</b>                         |                    |                               |                         |
| Carmel PD                                      | 15                 | TracNet                       | \$27,846.00             |
| Del Rey Oaks PD                                | 6                  | IFI                           | <b>\$46,410.00</b>      |
| Gonzales PD                                    | 14                 | TracNet                       | \$27,846.00             |
| <b>Greenfield PD</b>                           | <b>17</b>          | <b>TracNet</b>                | <b>\$27,846.00</b>      |
| King City PD                                   | 20                 | CrimeStar                     | \$46,410.00             |
| Marina PD                                      | 28                 | TracNet                       | <b>\$27,846.00</b>      |
| Monterey PD                                    | 56                 | Motorola                      | \$46,410.00             |
| <b>Monterey SD</b>                             | <b>336</b>         | <b>Custom</b>                 | <b>\$53,000.00</b>      |
| Pacific Grove PD                               | 28                 | TracNet                       | \$27,846.00             |
| <b>Salinas PD</b>                              | <b>187</b>         | <b>Custom</b>                 | <b>\$53,000.00</b>      |
| Sand City PD                                   | 9                  | TracNet                       | \$27,846.00             |
| Seaside PD                                     | 42                 | NG                            | <b>\$46,410.00</b>      |
| Soledad PD                                     | 14                 | TracNet                       | \$27,846.00             |
| CJIS   |                    | Custom                        | <b>\$35,000.00</b>      |
| Mugs   |                    | DataWorks                     | \$15,000.00             |
| <b>Total Monterey County</b>                   |                    |                               | <b>\$536,562.00</b>     |
| Annual Integration Services @ 15%              |                    |                               | \$80,484.30             |
| <b>San Benito County</b>                       |                    |                               |                         |
| Hollister PD                                   | 29                 | TracNet                       | \$46,410.00             |
| <b>San Benito SD</b>                           | <b>37</b>          | <b>EIS</b>                    | <b>\$34,807.50</b>      |
| JMS/Mugs                                       |                    | J-CORR                        | \$25,000.00             |
| <b>Total Monterey County</b>                   |                    |                               | <b>\$106,217.50</b>     |
| Annual Integration Services @ 15%              |                    |                               | \$15,932.63             |
| Total Integration Services – All Counties      |                    |                               | \$1,375,020.00          |
| Total Integration Services – All Counties @15% |                    |                               | \$206,253.01            |

The Coplink annual software and Integration Services maintenance & support costs are calculated at 15%. Once KCC reaches a level negotiated by the state of the number of sworn personnel being supported statewide, the rate will go down to 13% reducing both the Coplink annual software and Integration Services maintenance & support costs. If this occurs prior to the beginning of year four, the cost allocation figures will need to be recalculated.

**CITY OF SAND CITY**

**RESOLUTION SC 10-27, 2010**

**A RESOLUTION OF THE CITY OF SAND CITY AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR DATA SHARING BETWEEN THE CITY OF SAND CITY POLICE DEPARTMENT AND LAW ENFORCEMENT AGENCIES WITHIN THE SOUTHBAY INFORMATION SHARING SYSTEM (SBISS) – SOUTH BAY REGION NODE**

**WHEREAS**, Monterey County Law Enforcement Agencies desire to participate in a regional criminal information sharing consortium known as the South Bay Information Sharing System (SBISS) SOUTH BAY REGION NODE; and

**WHEREAS**, the expeditious sharing of criminal information will improve member agency's investigative ability; and

**WHEREAS**, the City of Sand City Police Department will maintain ownership of its' respective criminal justice records while making certain information available to other consortium members pursuant to the guidelines of a SBISS Memorandum of Understanding; and

**WHEREAS**, the SBISS region-wide sharing of information will use a common software system known as CopLink to connect county and city law enforcement agencies located within the counties of Santa Clara, Santa Cruz, San Benito, and Monterey; and

**WHEREAS**, the CopLink software sharing system is recognized by the State of California, the San Francisco Bay Area Urban Area Security Initiative (UASI), and the SBISS as a sole source vendor that is uniquely qualified to establish connectivity between justice agencies in the South Bay node, the Regional Terrorist Threat Centers, and other justice agencies throughout the state; and

**WHEREAS**, the San Francisco Bay Area UASI has authorized Homeland Security Grant funds be allocated to pay for creating the CopLink system initial (3) years of cost related to maintenance of hardware and software; and

**WHEREAS**, the SBISS member agencies agree to pay pro-rata costs related to this project as stipulated for each member agency listed in the SBISS Memorandum of Understanding.

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

1. Adopt the resolution authorizing the City Administrator to execute the attached Memorandum of Understanding allowing the Sand City Police Department to become a member of the SBISS South Bay Region Node and other nodes as outlined in the MOU.

**Sand City Resolution SC 10-27, 2010**

2. Authorize police expenditures in the amount of \$162 per year for FY 2010/2011 and FY 2011/2012, and \$1,071 for FY 2012/2013.

**PASSED AND ADOPTED**, by the City Council of the City of Sand City this 16<sup>th</sup> day of March, 2010 by the following vote:

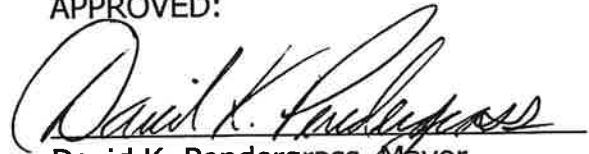
AYES: Council Members Blackwelder, Carbone, Hubler, Kruper, Pendergrass

NOES: None

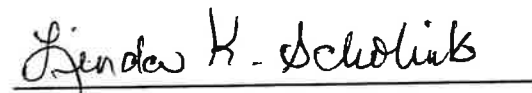
ABSENT: None

ABSTAIN: None

APPROVED:

  
David K. Pendergrass, Mayor

ATTEST:

  
Linda K. Scholink, City Clerk

**Memorandum of Understanding  
South Bay Information Sharing System (SBISS)  
SOUTH BAY REGION NODE**

This Memorandum of Understanding ("MOU") is made and entered into on this 16<sup>th</sup> day of March 2010 by and between the parties below and all future signers of this Agreement, known collectively as "Member Agencies" or individually as a "Member Agency."

The following Member Agencies hereby create the South Bay Information Sharing System (SBISS) SOUTH BAY REGION NODE (Node): The following agencies are collectively known as the "Original Member Agencies."

**Santa Clara County:**

- Campbell Police Department
- Gilroy Police Department
- Los Altos Police Department
- Los Gatos-Monte Sereno Police Department
- Milpitas Police Department
- Morgan Hill Police Department
- Mountain View Police Department
- Palo Alto Police Department
- San Jose Police Department
- Santa Clara County Sheriff's Office
- Santa Clara Police Department
- Sunnyvale Department of Public Safety

**Santa Cruz County:**

- Capitola Police Department
- Santa Cruz Police Department
- Santa Cruz County Sheriff's Office
- Watsonville Police Department

**Monterey County:**

- Carmel Police Department
- Del Rey Oaks Police Department
- Gonzales Police Department
- Greenfield Police Department
- King City Police Department
- Marina Police Department
- Monterey Police Department
- California State Univ. Monterey Bay
- Monterey County Sheriff's Office
- Pacific Grove Police Department
- Salinas Police Department
- Sand City Police Department
- Seaside Police Department
- Soledad Police Department

**San Benito County:**

- Hollister Police Department
- San Benito County Sheriff's Office

## Purpose

This regional law enforcement information-sharing system shall be known as the SBISS South Bay Region Node. The purpose of this agreement is to create the South Bay Region Node, to outline the duties and responsibilities of each Member Agency, to define the working relationships and lines of authority for Member Agencies in the SBISS South Bay Region Node, and to provide for the addition of other eligible entities in the data-sharing program created by this MOU. Member Agencies shall work cooperatively to establish an integrated system of information technology that maximizes the sharing of data and communication between the Member Agencies while maintaining the confidentiality of privileged or otherwise protected information shared through the system. The Member Agencies shall work cooperatively in a variety of ways to facilitate sharing data in an effort to improve the information sharing efforts of their respective Agency and Node.

Santa Clara County Police Chiefs and Sheriff, through a grant from the Office of Homeland Security, have identified the Cities, Counties, and other Agencies within Santa Clara, Santa Cruz, Monterey, and San Benito Counties, including any departments or divisions of such agencies, that should enter into an agreement to share data among such agencies.

**THEREFORE, the Member Agencies hereby agree to the following:**

### **1 Definitions:**

- 1.1 *South Bay Information Sharing System:* "SBISS" shall mean the collective group of law enforcement and justice agencies, within Santa Clara, Santa Cruz, Monterey, and San Benito Counties who are signatories on a regional law enforcement information-sharing agreement.
- 1.2 *South Bay Region Node:* "Node" shall mean the collective informational infrastructure of the data warehouse operated for the benefit of the Member Agencies, within the central region of SBISS bound by the terms of this Agreement.
- 1.3 *South Bay Region Node Board of Directors:* "Board" shall mean the Board of Directors which is the governing body of the South Bay Information Sharing System.
- 1.4 *COPLINK:* shall mean the information sharing and analysis software licensed to the Fiscal Agent on behalf of Member Agencies by Knowledge Computing Corporation (KCC) under the name COPLINK.
- 1.5 *Criminal Justice Practitioners:* those personnel from the Member Agencies that have the appropriate clearance and authority to utilize and



access the Data as a function of their employment, or those agencies that have been approved for read only participation by a majority vote of the Board Members.

- 1.6 *Data*: shall mean facts, detailed information, or other material provided by a Member Agency.
- 1.7 *Data Set* is a specific grouping of data included in systems like records management or jail management systems. For example, typical data sets within a records management system include, but are not limited to, Crime Reports, Field Investigations, Citations, Mug shots, and Arrest Reports.
- 1.8 *Data Records* refers to a unique record associated with an incident or person. For example, this refers to a single report that includes a variety of data.
- 1.9 *Fiscal Agent*: shall mean the Santa Clara County Office of the Sheriff as approved and directed by the Urban Areas Security Initiative (UASI) to handle and account for funds collected for the benefit of all Member Agencies.
- 1.10 *Host*: shall mean the Santa Clara County Office of the Sheriff as the entity providing the facilities used to host the Node as determined by the Urban Areas Security Initiative (UASI).
- 1.11 *Knowledge Computing Corporation*: "KCC" shall mean a corporation with its principal place of business at 7750 East Broadway, Suite 100, Tucson, Arizona 85710, and the owner and developer of the software known as COPLINK.

## **2. Effective Date and Term of MOU**

- 2.1 Effective Date: The effective date of this MOU is the date noted above and/or the date each subsequent agency executes this Agreement.
- 2.2 Term: This MOU shall remain in effect and shall be reviewed and renewed every three years. It can only be terminated as provided herein.

## **3. Board of Directors**

- 3.1 The South Bay Region Node Board of Directors: shall be comprised of eleven (11) Directors and their respective alternates. Alternates shall

serve as Directors in the absence of their respective Directors and shall exercise all rights and privileges thereof.

3.1.1 Directors are as follows:

- 3.1.1.1 One Director shall be the Santa Clara County Sheriff.
- 3.1.1.2 One Director shall be the Chief of the San Jose Police Department.
- 3.1.1.3 One Director shall be appointed by the Santa Clara County Police Chief's Association from its membership.
- 3.1.1.4 One Director shall be the Santa Cruz County Sheriff.
- 3.1.1.5 One Director shall be the Chief of the Santa Cruz Police Department.
- 3.1.1.6 One Director shall be appointed by the Santa Cruz County Police Chief's Association from its membership.
- 3.1.1.7 One Director shall be the Monterey County Sheriff.
- 3.1.1.8 One Director shall be the Chief of the Salinas Police Department.
- 3.1.1.9 One Director shall be appointed by the Monterey County Police Chief's Association from its membership.
- 3.1.1.10 One Director shall be the San Benito County Sheriff.
- 3.1.1.11 One Director shall be the Chief of the Hollister Police Department.

3.1.2 Each member of the Board shall have one vote. A majority of the members of the entire Board shall constitute a quorum for the transaction of business. Except where a supermajority is required by statute, this MOU or a resolution of the Board, actions by the Board shall require the affirmative vote of a majority of the entire Board (i.e. six (6) affirmative votes).

3.1.3 Every year the Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be one of the eleven Directors.

3.1.4 The Board shall establish and adopt bylaws and a governance process and will set policy for the use of the SBISS South Bay Region Node.

3.1.5 Meetings: The Board shall hold at least two regular meetings each year and may schedule additional or special meetings as necessary.

## 4 Committee and Working Groups

- 4.1 South Bay Region Node Technology Committee: The Board of Directors may appoint a representative from each Member Agency to serve on the Technology Committee. The Technology Committee Members will serve at the sole discretion of the Board of Directors. The Technology Committee will develop policies relating to data set information sharing. The Technology Committee will meet at least once per year to address system operations, upgrades, enhancements and any other matters of concern to Member Agencies.
- 4.2 South Bay Region Node Working Groups: The Board is empowered to create, dissolve, or reconstitute working groups, appoint representatives, and perform other actions as deemed necessary to fulfill the purposes stated herein, including the creation of such groups as an implementation, sustainment or other groups necessary to further law enforcement information sharing efforts.

## 5 Data Access and Security Requirements

- 5.1 Data Access: Access to Member Agencies' Data will be provided utilizing a secure network maintained by the Host Node. The Santa Clara County Sheriff's Office will be responsible for the maintenance and care of the secure network. Query capabilities shall be provided to Member Agencies and Authorized Users utilizing any secure network configuration that is acceptable to the Host Node. The information residing in the Data Repositories shall generally be available. Member Agencies agree to inform other Member Agencies in advance, whenever possible, of scheduled down times of specific data feeds. All Member Agencies will be required to sign the Coplink System Use Agreement and this Memorandum of Understanding prior to gaining access.
- 5.2 Data Sharing: All Member Agencies agree to share data with other Member Agencies who have a need to know and a right to know, with comprehensive, timely, accurate information about a suspect or offender to include, but not limited to, identity, prior agency contacts, citations, arrests, investigations, criminal history, and current justice status. Each agency will be required to have each employee sign an Employee Statement form agreeing not to misuse the information contained in Coplink. Each agency will have the prerogative of not sharing those items of data that it deems sensitive or confidential. Nothing in this MOU shall be construed to mean that any Member Agency must share any type of data. The South Bay Region Node Technology Committee will develop a Guideline Document that will make a recommendation for the

type of data to be shared by each agency. This document will be a guideline only and will not be binding. The data to be shared, will be the data that the Member Agency already has in its own database and no agency will be required to collect any data that it does not collect in the normal course of business.

The South Bay Region Node Technology Committee will set the criteria for the minimum number of data sets (i.e. Crime Reports, Citations, Field Investigations, Mugs, Arrests Reports, etc.) that member agencies must provide to be a member agency. In addition, the Technology Committee will adopt guidelines for agencies to withhold or suppress certain documents based on specific criteria. Based on these guidelines, each Member Agency shall determine, in the exercise of its sole discretion, which data records are shared within the system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety and due process while maintaining individual privacy rights.

- 5.3 Security Requirements: Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal agency security of their records and any technical support necessary to insure proper security. Member Agencies agree to confirm that their network meets current DOJ security requirements as set forth in the most current Policies, Practices and Procedures Document provided by the Department of Justice, and that it will continue to meet those standards.
- 5.3.1 Liability and Indemnification: Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Member Agencies agree to indemnify, defend and hold harmless other Member Agencies to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees arising out of or resulting from this MOU, and that each agency shall bear the proportionate cost of any damage attributable to the fault of that agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.
- 5.3.2 Background and Fingerprint Requirements: All persons including non-criminal justice and volunteer personnel who have access to the SBISS South Bay Region Node are required to undergo background and fingerprint check. Each Agency will determine, based on their internal policies and the CLETS Policies, Practices,

and Procedures, when SBISS access will not be granted to an employee. The final responsibility for maintaining the security and confidentiality of SBISS information rests with the Member Agency head or administrator.

- 5.3.3 User Access: Each employee/volunteer is required to sign an employee statement form prior to operating or having SBISS access. Each employee/volunteer shall sign an employee statement on a biennial basis. Additional requirements may be required at the discretion of an agency. A sample form is attached hereto as Exhibit C.

When a person with access to SBISS is no longer employed or no longer accessing SBISS on behalf of the Member Agency, the Agency is responsible for removing all related passwords and security authorizations from the system.

No person with access to SBISS shall release any information or records located in SBISS without express permission of the Original Agency who provided the data. No person with access to SBISS shall release any information contained in SBISS either by Court Order or in response to a Public Records Act request unless they are the originating agency of such data. All requests of this nature should be referred back to the originating agency.

- 5.3.4 Insurance: Each Member Agency, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Member Agency shall carry a minimum of one million dollars in general liability insurance.
- 5.4 Connecting with other COPLINK Nodes: The Board will continually work to expand the connectivity of the SBISS South Bay Region Node and will actively pursue opportunities to sign MOU agreements with other COPLINK nodes under the guidelines outlined in this agreement.
- 5.5 SBISS Node Cooperation: Participating agencies understand that the South Bay Region Node Board of Directors will sign MOU agreements with other Coplink nodes for the purpose of expanding the Coplink network.

## 6 Information Ownership, Release and Accuracy

- 6.1 Ownership and Release Constraints: Member Agencies shall retain control of and remain the official custodian of all information they contribute to the South Bay Region Node. All requests for information, California Public Records Act or Freedom of Information Act, will be referred to the Member Agency that is the owner of the requested data, and the Member Agency that is the owner of the requested data will be responsible for responding to the request for information.
- 6.2 Information Utilization: Any Data present in the COPLINK system is the proprietary information of the Member Agency contributing that Data. Each Member Agency has an affirmative obligation to assure that any "criminal intelligence data that is entered and used through the COPLINK intel L.E.A.D product complies with 28 CFR Part 23. Member Agencies and Authorized Users may use the Data for Law Enforcement purposes only. The Member Agency responsible for contributing the Data shall have sole discretion regarding release of that information.
- 6.3 Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the South Bay Region Node consists of information that may or may not be accurate. Each Member Agency agrees to do an internal audit of their own Data annually in order to review the Data for accuracy. A random sampling of different types of Data shall be selected by each agency to review and compare their Records System Data with the same data in the Coplink system. Each Member Agency agrees to maintain a copy of their internal audit form for a period of no less than three years for review by the Board of Directors on request. A sample form is attached hereto as Exhibit C and can be used to help facilitate this audit.
- 6.4 Audit Trail: An Audit Trail will be maintained for a period of no less than three years to determine who has accessed the data including the date and time when the data was accessed.
- 6.5 Data Errors: It will be the responsibility of the Member Agency to correct data errors that have been identified at that Member's sole cost within a reasonable time, but no later than ninety-days (90) from the date of notification.

## 7 Funding, Costs, Personnel and Financial Considerations

- 7.1 Node Costs: Costs for the creation, initial three (3) years of maintenance and the expansion of the Node shall be paid for as set forth in the SBISS South Bay Region Node Share of Cost Agreement

attached hereto as Exhibit A and may be amended from time to time and is incorporated herein by reference.

- 7.2 Payment Administration: The Fiscal Agent shall administer payments to vendors and invoice Member Agencies for their share of cost.
- 7.3 Financial Responsibility: Initially, the hardware and software required at each Node will be paid for with Grant funding. If any agency elects to join after the initial start-up of the Node, that new Member Agency is responsible for the expense of acquiring and maintaining the hardware, software, and data communication equipment and services needed by their Agency to connect to the Node. It is understood that as the system ages, there may be certain upgrades or maintenance required on the hardware at each of the Member Agencies. These upgrades or required maintenance will be the sole responsibility of the Member Agency. Nothing included in this MOU requires any Agency to fund the activities of any other Member Agency. Future upgrades to the Servers and Core Infrastructure of the System will be shared between Member Agencies as indicated in the SBISS South Bay Region Node Share of Cost Agreement. In the event that hardware or software upgrades are required to facilitate the proper functioning of the system, the Board of Directors will notify the Member Agency in writing at least ninety (90) days in advance of the funding requirement.
- 7.4 Grant Funding: Grant funding provided by the Urban Area Security Initiative, Homeland Security Grant Program, Federal Emergency Management Agency, U.S. Department of Homeland Security will be used to offset the start-up costs for the Node. The primary use of these funds will focus on infrastructure and paying for data integration fees for the Original Member Agencies. The Fiscal Agent will manage all aspects of payment and reporting for grant funding.
- 7.5 Future Grant Funding: Member Agencies that apply individually for grant funding for this system should notify the South Bay Region Node Board of Directors to avoid duplicative efforts and requests for funding. Any grant funding which may result from such applications will be considered to be outside of this MOU. The Member Agencies may choose to apply jointly for grant funding and upon the written agreement of the Member Agencies; such monies shall fall under the jurisdiction of this MOU.
- 7.6 Member Agency Employees: Employees of a Member Agency working for the benefit of the Node remain the employees of that Member Agency.

## 8 Amendments

- 8.1 Addition of new Member Agencies: If additional agencies choose to become Member Agencies after this MOU is executed, this Agreement shall be amended to include those agencies as signatories.
- 8.2 This MOU may be modified by presentation of the proposed changes and an affirmative majority vote of the Board.
- 8.3 All approved amendments must be in writing and approved by the Board.

## 9 Termination

- 9.1 MOU Termination: This MOU may be terminated by mutual agreement of all Member Agencies.
- 9.2 Member Agency Termination: Any Member Agency may terminate its participation in this MOU with or without cause upon sixty-days (60) prior written notice to the Board, unless such termination is prohibited by a grant condition or unless the Member Agency is a Host Node. If the Member Agency wishes to remove Data from the Node after terminating its participation, that Member Agency will be responsible for any costs associated with removing their Data from the Node.

Other Termination: The Board may exercise its authority to terminate the relationships established under this MOU if the majority members of the Board determine that a Member Agency is not complying with the terms and conditions of this MOU, the Cost Sharing Agreement (Exhibit A); and/or the System Use Policy (Exhibit B).

## 10 Miscellaneous

- 10.1 This MOU is intended to provide for a strategic plan to promote data sharing and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies, future agencies and potential future data sources.

The parties hereto execute this MOU as of the Effective Date.



Santa Clara County Agencies:

**City of Campbell**

\_\_\_\_\_  
Daniel Rich  
City Manager  
City of Campbell

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Finch  
Chief of Police  
City of Campbell

\_\_\_\_\_  
Date

**City of Gilroy**

\_\_\_\_\_  
Thomas J. Haglund  
City Manager  
City of Gilroy

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denise J. Turner  
Chief of Police  
City of Gilroy

\_\_\_\_\_  
Date

**City of Los Altos**

\_\_\_\_\_  
Douglas J. Schmitz  
City Manager  
City of Los Altos

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tuck Younis  
Police Chief  
City of Los Altos

\_\_\_\_\_  
Date

**Town of Los Gatos**

\_\_\_\_\_  
Greg Larson  
Town Manager  
Town of Los Gatos

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Seaman  
Police Chief  
Town of Los Gatos

\_\_\_\_\_  
Date

**City of Milpitas**

\_\_\_\_\_  
Thomas C. Williams  
City Manager  
City of Milpitas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis Graham  
Police Chief  
City of Milpitas

\_\_\_\_\_  
Date

**City of Morgan Hill**

\_\_\_\_\_  
J. Edward Tewes  
City Manager  
City of Morgan Hill

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce C. Cumming  
Police Chief  
City of Morgan Hill

\_\_\_\_\_  
Date

**City of Mountain View**

\_\_\_\_\_  
Kevin C. Duggan  
City Manager  
City of Mountain View

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott S.G. Vermeer  
Police Chief  
City of Mountain View

\_\_\_\_\_  
Date

**City of Palo Alto**

\_\_\_\_\_  
Jim Keene  
City Manager  
City of Palo Alto

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis Burns  
Police Chief  
City of Palo Alto

\_\_\_\_\_  
Date

**City of San Jose**

\_\_\_\_\_  
Debra Figone  
City Manager  
City of San Jose

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Davis  
Police Chief  
City of San Jose

\_\_\_\_\_  
Date

**City of Santa Clara**

\_\_\_\_\_  
Jennifer Sparacino  
City Manager  
City of Santa Clara

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephen D. Lodge  
Police Chief  
City of Santa Clara

\_\_\_\_\_  
Date

**County of Santa Clara**

\_\_\_\_\_  
Jeffrey Smith M.D.  
County Executive  
County of Santa Clara

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laurie Smith  
Sheriff  
County of Santa Clara

\_\_\_\_\_  
Date

**City of Sunnyvale**

\_\_\_\_\_  
Gary Luebbers  
City Manager  
City of Sunnyvale

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Johnson  
Director of Public Safety  
City of Sunnyvale

\_\_\_\_\_  
Date

Santa Cruz County Agencies:

**City of Capitola**

\_\_\_\_\_  
Richard Hill  
City Manager  
City of Capitola

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Ehle, Jr  
Chief of Police  
City of Capitola

\_\_\_\_\_  
Date

**City of Santa Cruz**

\_\_\_\_\_  
Richard C. Wilson  
City Manager  
City of Santa Cruz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Howard Skerry  
Chief of Police  
City of Santa Cruz

\_\_\_\_\_  
Date

**County of Santa Cruz**

\_\_\_\_\_  
Susan A. Mauriello  
County Administrative Officer  
County of Santa Cruz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phil Wowak  
Sheriff-Coroner  
County of Santa Cruz

\_\_\_\_\_  
Date

**City of Watsonville**

\_\_\_\_\_  
Carlos Palacios  
City Manager  
City of Watsonville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Medina  
Police Chief  
City of Watsonville

\_\_\_\_\_  
Date

**Monterey County Agencies:**

**City of Carmel**

\_\_\_\_\_  
Rich Guillen  
City Administrator  
City of Carmel

\_\_\_\_\_  
Date

\_\_\_\_\_  
George Rawson  
Public Safety Director  
City of Carmel

\_\_\_\_\_  
Date

**City of Del Rey Oaks**

\_\_\_\_\_  
Daniel Dawson  
City Manager  
City of Del Rey Oaks

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald J. Langford  
Chief of Police  
City of Del Rey Oaks

\_\_\_\_\_  
Date

**City of Gonzales**

\_\_\_\_\_  
Rene Mendez  
City Manager  
City of Gonzales

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul D. Miller  
Police Chief  
City of Gonzales

\_\_\_\_\_  
Date

**City of Greenfield**

\_\_\_\_\_  
Roger Wong  
City Manager  
City of Greenfield

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Grebmeier  
Police Chief  
City of Greenfield

\_\_\_\_\_  
Date

**City of King City**

\_\_\_\_\_  
Michael Powers  
City Manager  
City of King City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nick Baldiviez  
Police Chief  
City of King City

\_\_\_\_\_  
Date

**City of Marina**

\_\_\_\_\_  
Anthony J. Altfeld  
City Manager  
City of Marina

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edmundo Rodriquez  
Chief of Police  
City of Marina

\_\_\_\_\_  
Date

**City of Monterey**

\_\_\_\_\_  
Fred Meurer  
City Manager  
City of Monterey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy Shelby  
Chief of Police  
City of Monterey

\_\_\_\_\_  
Date

**City of Pacific Grove**

\_\_\_\_\_  
Thomas Frutchet  
City Manager  
City of Pacific Grove

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darius E. Engles  
Police Chief  
City of Pacific Grove

\_\_\_\_\_  
Date



**City of Salinas**

\_\_\_\_\_  
Artie Fields  
City Manager  
City of Salinas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Louis Fetherolf  
Police Chief  
City of Salinas


\_\_\_\_\_  
Date

**City of Sand City**

  
\_\_\_\_\_  
Steve Matarazzo  
City Administrator  
City of Sand City

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael Klein  
Police Chief  
City of Sand City

  
\_\_\_\_\_  
Date

**City of Seaside**

\_\_\_\_\_  
Ray Corpuz  
City Manager  
City of Seaside

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony Sollecito  
Police Chief  
City of Seaside

\_\_\_\_\_  
Date

**County of Monterey**

\_\_\_\_\_  
Lew C. Bauman  
County Administrative Officer  
County of Monterey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Kanalakis  
Sheriff  
County of Monterey

\_\_\_\_\_  
Date

**City of Soledad**

\_\_\_\_\_  
Adela P. Gonzalez  
City Manager  
City of Soledad

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Sills  
Chief of Police  
City of Soledad

\_\_\_\_\_  
Date

**California State University, Monterey Bay**

\_\_\_\_\_  
James Main  
VP Administration and Finance  
California State University, Monterey Bay

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fred Hardee  
Chief of Police  
California State University, Monterey Bay

\_\_\_\_\_  
Date

San Benito County Agencies:

**City of Hollister**

---

Clint Quilter  
City Manager  
City of Hollisters

---

Date

---

Jeff Miller  
Police Chief  
City of Hollister

---

Date

**County of San Benito**

---

Susan Thompson  
County Administrative Officer  
County of San Benito

---

Date

---

Curtis J. Hill  
Sheriff-Coroner  
County of San Benito

---

Date

**EXHIBIT A**  
**SHARE OF COST AGREEMENT**  
**South Bay Information Sharing System (SBISS)**  
**SOUTH BAY REGION NODE**

**Purpose and Background**

The Santa Clara County Sheriff's Office and Member Agencies agree to the terms and conditions set forth in the South Bay Information Sharing System (SBISS). SBISS is overseen by the South Bay Information Sharing System Board of Directors. Agencies enter into this cost sharing agreement to participate in the information-sharing system known as COPLINK via the South Bay Region Node. This agreement outlines the financial working relationship and cost-sharing contract for South Bay Region Node member agencies.

THEREFORE, the Member Agencies hereby agree to the following:

**1 Definitions**

- 1.1 **South Bay Information Sharing System (SBISS)** is the name of the information sharing system node hosted by the Santa Clara County Office of the Sheriff.
- 1.2 **South Bay Information Sharing System (SBISS) Board of Directors** is the governing body of the South Bay Information Sharing System.
- 1.3 **Data** shall mean electronic facts, detailed information, or other material provided by a Member Agency.
- 1.4 **Data Repository** shall mean the computer equipment used to store, connect and disseminate COPLINK information to Member Agencies.
- 1.5 **The Santa Clara County Office of the Sheriff** is the fiscal agent for the South Bay Region Node of SBISS and will handle and account for funds collected by the Node for the benefit of all Member Agencies.
- 1.6 **South Bay Region Node** shall mean the collective signatory law enforcement and justice agencies, within Santa Clara, Santa Cruz, Monterey, and San Benito Counties who have agreed to work within the parameters of this Agreement.
- 1.7 **South Bay Region Node** is the collective group of agencies that have entered into a MOU agreement to participate in the SBISS South Bay Region Node for law enforcement information-sharing.

- 1.8 **Member Agency** shall mean law enforcement agencies contributing data to the South Bay Region Node SBISS and allowed access to data of other member agencies and other COPLINK nodes.
- 1.9 **Knowledge Computing Corporation (KCC)** shall mean a corporation with its principal place of business at 6601 E. Grant Road, Suite 201, Tucson, Arizona 85615, and the owner and developer of COPLINK.
- 1.10 **COPLINK** shall mean the information sharing and analysis software licensed to the member agencies by KCC under the name COPLINK.

## 2 Requirements for Participation

- 2.1 To participate in the South Bay Region Node, Member Agencies agree to share costs based on the "member population" computation as described in Section 4 below. Other cost sharing formulas may be proposed and considered by the South Bay Region Node Board of Directors when the MOU is renewed.
- 2.2 To participate in the South Bay Region Node, Member Agencies agree to contribute data from their Records Management System (RMS) as defined by the South Bay Region Node Technology Committee.

## 3 Financial Oversight and Management

- 3.1 **Node Costs:** After the initial Grant Funding is exhausted in 2011, Member Agencies shall pay a proportional share of software purchase costs, software maintenance, implementation, network, hardware, and operational costs, as approved by the South Bay Region Node as approved by the SBISS Board of Directors.
- 3.1 **Annual Budget** Each year the Santa Clara County Office of the Sheriff shall prepare an annual budget for approval by the Board of Directors that identifies the expenses each Member Agency will be required to contribute for the year.
- 3.2 **Annual Report** At least once a year the Santa Clara County Office of the Sheriff shall report to the SBISS Board of Directors on all funds collected and expended by the South Bay Region Node in support of the COPLINK project.

3.3 **Payment Administration** The Santa Clara County Office of the Sheriff shall administer payments to all vendors and invoice Member Agencies for their share of this cost.

3.4 **Financial Responsibility** The Santa Clara County Office of the Sheriff will be responsible for paying for the expenses associated with connecting to the SBISS Node data repository, which may include acquiring hardware, software, data communication equipment and/or other required services. For any expenses incurred before June 30, 2010, the Santa Clara County Sheriff's Office will use the funds received from the 2008 grant awarded by the U.S. Department of Homeland Security. After July 1, 2010, the Member Agencies shall be responsible for paying for those costs related to maintenance and upgrades to the system. No Member Agency shall be responsible for funding the activities of any other Member Agency.

#### 4 Payment Schedule

**Homeland Security Grant Program:** The 2008 grant from the U.S. Department of Homeland Security will pay for the necessary hardware infrastructure for the South Bay Region Node, 100% of the data integration costs for each Member Agency, the enterprise software license fee, and three years of maintenance. The following chart outlines the initial and ongoing maintenance costs for Member Agencies to participate in the SBISS Node including those expenses not covered by the grant. These maintenance costs are subject to review and additional assessment by the SBISS South Bay Regional Node Board of Directors.

Table 1.<sup>1</sup>

| Agency                      | 2008 Population Estimate <sup>2</sup> | % of Total Population | Cost Allocation Years 2 & 3 <sup>3</sup> | Cost Allocation Starting Year 4 <sup>4</sup> |
|-----------------------------|---------------------------------------|-----------------------|--|--|
| <b>Santa Clara County</b>   |                                       |                       |  |  |
| Campbell                    | 38,617                                | 2.19%                 | \$1,607.53                               | \$4,663.68                                   |
| Gilroy                      | 49,934                                | 2.83%                 | \$2,077.31                               | \$6,026.58                                   |
| Los Altos                   | 28,349                                | 1.61%                 | \$1,181.79                               | \$3,428.55                                   |
| Los Gatos plus Monte Sereno | 32,922                                | 1.87%                 | \$1,372.64                               | \$3,982.23                                   |
| Milpitas                    | 67,503                                | 3.83%                 | \$2,811.34                               | \$8,156.12                                   |
| Morgan Hill                 | 38,096                                | 2.16%                 | \$1,585.51                               | \$4,599.80                                   |
| Mountain View               | 71,348                                | 4.04%                 | \$2,965.48                               | \$8,603.32                                   |

<sup>1</sup> Table 1 represents the on-going cost allocations for the initial three year grant period beginning July 1, 2010 to June 30, 2013.

<sup>2</sup> The population is based on the 2008 census data and will provide the basis for the initial cost sharing allocation.

<sup>3</sup> Cost allocation Years 2 and 3 represent July 1, 2010 to June 30, 2011 and July 1, 2011 to June 30, 2012 respectively. The expenses allocated during these periods include but are not limited to the Coplink annual software and Integration Services Maintenance & Technical Support license fee (based on the number of sworn personnel in each Member Agency); Host and Resource Annual costs that include network hardware, network connectivity and the costs associated with a .5 FTE Data Management Staff.

<sup>4</sup> Internet Services maintenance and technical support will begin in Year 4- July 1, 2012-June 30, 2013.

| <i>Agency</i>   | <i>2008 Population Estimate<sup>2</sup></i> | <i>% of Total Population</i> | <i>Cost Allocation Years 2 &amp; 3<sup>1</sup></i> | <i>Cost Allocation Starting Year 4<sup>1</sup></i> |
|---|---|------------------------------|--|--|
| Palo Alto   | 59,395                                      | 3.37%                        | \$2,473.68   | \$7,176.53   |
| San Jose  | 948,279                                     | 53.74%                       | \$39,446.79  | \$114,441.22                                       |
| Santa Clara   | 110,200                                     | 6.25%                        | \$4,587.69   | \$13,309.59  |
| Sheriff   | 187,747                                     | 10.64%                       | \$7,810.08   | \$22,658.25  |
| (Unincorporated plus<br>Cupertino,<br>Saratoga,<br>Los Altos Hills) |   |                              |  |  |
| Sunnyvale   | 132,109                                     | 7.49%                        | \$5,497.89   | \$15,950.22  |
| <b>Total Santa Clara County</b>                                     | <b>1,764,499</b>                            | <b>100.02%</b>               | <b>\$73,417.73</b>                                 | <b>\$212,996.09</b>                                |
| <b>Santa Cruz County</b>  |   |                              |  |  |
| Capitola  | 9,612                                       | 3.97%                        | \$ 399.77  | \$1,795.01   |
| Santa Cruz  | 56,124                                      | 23.19%                       | \$2,335.20   | \$10,485.23  |
| Scotts Valley   | 11,128                                      | 0                            | 0  | 0  |
| Sheriff   | 125,831                                     | 51.99%                       | \$5,235.33   | \$23,506.99  |
| Watsonville   | 50,442                                      | 20.84%                       | \$2,098.56   | \$9,422.69   |
| <b>Total Santa Cruz County</b>                                      | <b>242,009</b>                              | <b>99.99%</b>                | <b>\$10,068.86</b>                                 | <b>\$45,209.92</b>                                 |
| <b>Monterey County</b>  |   |                              |  |  |
| Carmel  | 3,886                                       | 0.94%                        | \$ 162.41  | \$1,070.74   |
| Del Rey Oaks  | 1,529                                       | 0.37%                        | \$ 63.93   | \$ 421.46  |
| Gonzales  | 8,537                                       | 2.06%                        | \$ 355.91  | \$2,346.51   |
| Greenfield  | 15,222                                      | 3.67%                        | \$ 634.08  | \$4,180.44   |
| King City   | 11,627                                      | 2.80%                        | \$ 483.77  | \$3,189.44   |
| Marina  | 17,943                                      | 4.32%                        | \$ 746.38  | \$4,920.84   |
| Monterey  | 27,763                                      | 6.69%                        | \$1,155.86   | \$7,620.47   |
| Pacific Grove   | 14,601                                      | 3.52%                        | \$ 608.16  | \$4,009.58   |
| Salinas   | 143,640                                     | 34.59%                       | \$5,976.24   | \$39,400.93  |
| Sand City   | 361   | 0.09%                        | \$ 15.55   | \$ 102.52  |
| Seaside   | 33,797                                      | 8.14%                        | \$1,406.38   | \$9,272.15   |
| Sheriff   | 101,208                                     | 24.37%                       | \$4,210.49   | \$27,759.48  |
| Soledad   | 28,124                                      | 6.77%                        | \$1,169.68   | \$7,711.60   |
| California State<br>University Monterey<br>Bay                      | 7,000                                       | 1.69%                        | \$ 291.99  | \$1,925.05   |
| <b>Total Monterey County</b>  | <b>415,238</b>                              | <b>100.02%</b>               | <b>\$17,280.83</b>                                 | <b>\$113,931.21</b>                                |
| <b>San Benito County</b>  |   |                              |  |  |
| Hollister   | 34,413                                      | 64.64%                       | \$1,430.95   | \$12,622.11  |
| Sheriff   | 18,821                                      | 35.36%                       | \$ 782.77  | \$6,904.67   |
| <b>Total San Benito County</b>                                      | <b>53,234</b>                               | <b>100.00%</b>               | <b>\$2,213.72</b>                                  | <b>\$19,526.78</b>                                 |
| <b>Total annual maintenance all counties</b>                        |   |                              | <b>\$102,981.14</b>                                | <b>\$391,664.00</b>                                |

| <i>Agency</i>   | <i>2008 Population Estimate<sup>2</sup></i> | <i>% of Total Population</i> | <i>Cost Allocation Years 2 &amp; 3<sup>3</sup></i> | <i>Cost Allocation Starting Year 4<sup>4</sup></i> |
|---|---|------------------------------|--|--|
| <b>Host &amp; Resource Annual Costs</b>   |   |                              |  |  |
| Network hardware  |   |                              |  | \$895.00   |
| Internet  |   |                              |  | \$24,624.00  |
| Resources   |   |                              |  | \$77,445.00  |
| <b>Total Host &amp; Resource Annual Costs</b>                                       |   |                              |  | <b>\$102,964.00</b>                                |
| <b>Coplink Annual Software &amp; Integration Services Maintenance &amp; Support</b> |   |                              |  |  |
| Santa Clara County  |   |                              |  | \$57,643.13  |
| Software  |   |                              |  | \$81,907.35  |
| Integration   |   |                              |  | \$139,550.48                                       |
| <b>Total - Santa Clara County</b>   |   |                              |  |  |
| Santa Cruz County   |   |                              |  | \$7,215.84   |
| Software  |   |                              |  | \$27,928.73  |
| Integration   |   |                              |  | \$35,144.57  |
| <b>Total - Santa Cruz County</b>  |   |                              |  |  |
| Monterey County   |   |                              |  | \$16,146.77  |
| Software  |   |                              |  | \$80,484.30  |
| Integration   |   |                              |  | \$96,631.07  |
| <b>Total - Monterey County</b>  |   |                              |  |  |
| San Benito County   |   |                              |  | \$1,380.42   |
| Software  |   |                              |  | \$15,932.63  |
| Integration   |   |                              |  | \$17,313.05  |
| <b>Total - San Benito County</b>  |   |                              |  |  |
| <b>Total Software &amp; Integration Annual Costs - All Counties</b>                 |   |                              |  | <b>\$288,639.17</b>                                |
| <b>2008 Population</b>  |   |                              |  |  |
| Santa Clara County  | 1,764,499                                   | 71.29%                       |  |  |
| Santa Cruz County   | 242,009                                     | 9.78%                        |  |  |
| 253,137 (less Scotts Valley PD @ 11,128)  |   |                              |  |  |
| Monterey County   | 415,238                                     | 16.78%                       |  |  |
| San Benito County   | 53,234                                      | 2.15%                        |  |  |
| <b>Total Population</b>   | <b>2,474,980</b>                            | <b>100.00%</b>               |  |  |



| <i>Agency</i> | <i>2008 Population Estimate<sup>2</sup></i> | <i>% of Total Population</i> | <i>Cost Allocation Years 2 &amp; 3<sup>3</sup></i> | <i>Cost Allocation Starting Year 4<sup>4</sup></i> |
|---------------|---|------------------------------|--|--|
|               |   |                              |  |  |
|               |   |                              |  |  |
|               |   |                              |  |  |

4.1 Agency annual maintenance costs for items not covered by the grant will begin in FY 10-11 on July 1, 2010 with the full cost allocation applied in FY12-13 beginning on July 1, 2012. Each year the fiscal agent will invoice each Member Agency for the maintenance costs. The member Agency shall pay the annual payment within 30 days of receipt. If payment or payment arrangements have not been agreed to by the payment due date, services will be terminated.

4.2 Each Member shall pay a share of the Annual Maintenance Costs based on the principle that Members shall share the systems maintenance costs based on the system and member population computation or other on-going cost computation as determined by the South Bay Region Node Board of Directors.

Member Agency population is based on the 2008 U. S. Census.

Cost allocations for each police department and Sheriff's Office will reflect the 2008 U. S. Census data with the exception that Los Gatos-Monte Sereno Police Department will be assessed the combined population allocations for the City of Los Gatos and the City of Monte Sereno and the assessment for the Santa Clara County Office of the Sheriff will be the combined population allocations for the unincorporated Santa Clara County, the City of Cupertino, the City of Saratoga, and the City of Los Altos Hills.

4.3 In the event of a violation of the terms and conditions of the Cost Share Agreement, the Board will be responsible for analyzing any violation of the Agreement and will determine what action, if any shall be taken against the Member Agency for said violation.

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer \_\_\_\_\_ of \_\_\_\_\_, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

Exhibit D

**COPLINK**

**ANNUAL DATA AUDIT FOR DATA ACCURACY**

| <b>Date</b> | <b>Time</b> | <b>Data Type</b> | <b>Data</b> | <b>Verified in Coplink?</b> |
|-------------|-------------|------------------|-------------|-----------------------------|
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |
|             |             |                  |             |                             |

## EXHIBIT B

### SOUTH BAY INFORMATION SHARING SYSTEM

#### COPLINK SYSTEM USE AGREEMENT

##### I. OVERVIEW

- a. Background: The South Bay Information Sharing System (SBISS) was established on \_\_\_\_\_, 2010 by agencies in Santa Clara, Santa Cruz, Monterey, and San Benito Counties. The SBISS is a cooperative venture, created among other reasons, to develop and implement a Regional justice information sharing system that would allow law enforcement and justice agencies throughout Santa Clara, Santa Cruz, Monterey, and San Benito Counties to share information retained in their case and records management systems ("Information"), as well as in other relevant data files.
- b. Intended Benefits: The SBISS seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy investigation and apprehension of terrorists and other law violators. Information is shared through a COPLINK Solution Suite ("COPLINK"), a computerized system that was installed by, and is currently maintained by Knowledge Computing Corporation ("KCC" or "Contractor"), an Arizona Corporation.
- c. Purpose of Policy: The purpose of the COPLINK System Use Agreement ("Agreement") is to outline the terms and conditions under which participating agencies ("Agency" or "Agencies") will share and use information in COPLINK and to detail various indemnifications, relationships, and obligations among the Agencies and KCC.
- d. Agency Participation: An Agency can apply to participate by submitting a proposal to the SBISS Governing Board that outlines the Agency's intended use of COPLINK, the type of data the Agency intends to contribute, and any other information requested by the SBISS. A majority vote of the full membership of the SBISS Board is required to approve an Agency's participation in COPLINK. The Agency must also sign a copy of this Agreement and accept its conditions. The Agency will proactively cooperate with the SBISS, the other participating Agencies, and any contractors working to implement, improve and manage the system by obtaining the cooperation of their own System vendors and or maintenance contractors to facilitate:
  - Network access and connectivity
  - Data extracts for engineering and testing purposes

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

- Production extracts
- Required modifications to their source systems
- Regular data updates as agreed to during the design and any improvement process
- Timely review and approval of design documents and test results

e. Agency Withdrawal: An Agency may withdraw their participation in COPLINK at any time by providing written notice to the SBISS that the Agency wishes to withdraw their participation. In the event that the Agency wishes to withdraw their data from the COPLINK repository, the Agency shall give the Board of Directors sixty (60) days written notice and the Agency shall be responsible for contacting the maintenance vendor (currently Knowledge Computing Corporation) and requesting the data removal. The withdrawing Agency is responsible for all of the cost associated with the removal of their data from COPLINK.

**II. AUTHORIZED RELEASE OF INFORMATION**

a. Sharing of Information: Each Agency authorizes the release of Information residing in COPLINK to all authorized users of COPLINK as permitted by law. Any Agency that does not want certain Information made available is responsible for ensuring that the Information is not included in the data transfer to COPLINK. An Agency that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK.

1. California law prohibits the release of victim information to unauthorized users in specific sex related crimes.

b. Limitation on Information Sharing: Information contributed by each Agency shall only be shared with or released to those other Agencies that have entered into this agreement. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in COPLINK.

c. Liability: Each Agency is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the gross negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Agency, its officers, agents or employees.

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

- d. Indemnification: Each Agency executing this Agreement, with the exception of Knowledge Computing Corporation (KCC), is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Agencies hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a gross negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code.

To achieve the above-stated purpose, each Agency shall indemnify, hold harmless, and defend the other Agencies, their County or Cities, City Councils, Party, Boards of Supervisor and other elected officials, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims of every kind and nature whatsoever, arising in any manner by reason of the gross negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Agency and its employees. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Agency executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

KCC shall defend, indemnify and hold harmless the Agencies and their Indemnified Parties from and against any and all claims of every kind and nature whatsoever, arising in any manner by reason of the gross negligent acts, errors, omissions or willful misconduct incident to the performance by KCC or its subcontractors of any tier in the performance of installing or maintaining COPLINK.

Notwithstanding the foregoing, nothing herein shall be construed to require KCC or the Agencies to indemnify any other party from any claim arising from the sole gross negligence or willful misconduct of another party. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

The provisions of this section, II d, shall survive the expiration or termination of this Agreement.

**III. INFORMATION OWNERSHIP**

- a. Ownership: Each Agency retains control of all information it provides to COPLINK. Each Agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency shall use its best efforts to insure the completeness and accuracy of its source data.
- b. Release of Information: Agencies and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- c. Unauthorized Requests: If an Agency receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by that Agency shall refer the Legal Request to the source Agency for the purposes of responding to the Legal Request.

**IV. UNDERSTANDING ON ACCURACY OF INFORMATION**

- a. Accuracy of Information: Agencies agree that the data maintained in COPLINK consists of information assumed to be accurate. Agencies will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b. Timeliness of Information: Each Agency shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency's data.

- c. Hold Harmless: To the extent permitted by law, each Agency agrees to hold the other Agencies harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

**V. USER ACCESS**

- a. Login Application Process: Each Agency's System Administrator is responsible for management of user accounts at that Agency. Each Agency agrees that all Authorized Users shall be current employees and be authorized to review criminal history data for legitimate purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access within their Agency.
- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of COPLINK. I agree to comply with the terms and conditions and I understand that violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution." The Agency System Administrator shall maintain the original signed acknowledgements at all times.
- d. Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.



**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

- e. Limitations on Use of Logins: An Authorized User may not access COPLINK by using a name or password that was assigned to another user. An Authorized User cannot give his or her password to another person, including another user, to access the system.
- f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
- g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency or are denied access by the Agency System Administrator for any other reason.

**VI. CONFIDENTIALITY OF INFORMATION**

- a. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. The information will otherwise be kept confidential.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.
- c. Removal or Editing of Records: Agencies shall determine a schedule for record deletion and other edits. If an agency requires a record edited, removed or otherwise changed in a more timely manner, they are responsible for contacting the maintenance contractor (currently Knowledge Computing Corporation) directly and arranging for such a change to be manually processed to their data.

///

**South Bay Information Sharing System**  
**COPLINK System Use Policy**  
January 19, 2010

**VII. SYSTEM ACCESS**

- a. Network Access: Access to COPLINK will be provided by a private network maintained by a secure network configuration or other such method chosen by the Santa Clara County Office of the Sheriff as the host agency.
- b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

**VIII. SERVICE ISSUES AND SUPPORT**

- a. Sheriff Office Support: The Sheriff's Office will provide staff and reporting to the Member Agencies on the following basis: Any user who reports a problem ("the user-reporter") regarding interruption and/or slowdown to the Sheriff shall receive a return call acknowledging the user-reporter's call on average within forty-five (45) minutes during normal business hours, ninety-eight percent of the time. During non-business hours, the user-reporter will receive a return call within one hour acknowledging that staff has received the problem. The staff will promptly determine, to the extent possible, the cause(s) of interruption and/or slowdown among connected systems, telephone lines, server, and user equipment. The staff will use best efforts to restore service. A log will be maintained identifying:
  - 1. Agencies will report all problems to the Sheriff's Office
  - 2. The user-reporter contact name, time/date that the user-reporter called to report the problem, and telephone number;
  - 3. The name and time/date that the staff returned the call to the user-reporter along with any initial determination of causation;
  - 4. The duration of the interruption and/or slowdown;
  - 5. The final determination of causation if different from the initial determination; and
  - 6. Upon request from an agency, Sheriff's Office Staff will work with an agency information service resource to identify COPLINK hardware/software related problems.

If service interruption is due to software, the Sheriff's Office IS staff will work with KCC. If service interruption is due to hardware, the Sheriff's Office IS staff will coordinate with Dell Third Party Hardware Support. If service interruption is due to network connectivity, the Sheriff's Office IS staff will coordinate with AT&T.

///

**South Bay Information Sharing System**  
**COPLINK System Use Policy**  
January 19, 2010

- b. Sheriff's Office Administrative Responsibilities: The Sheriff's Office shall be responsible for providing technical and administrative support as set forth below.
  - 1. Sheriff's Office will maintain support agreements on critical components (KCC, Dell, AT&T) in force.
  - 2. Sheriff's Office will complete an annual budget and quarterly billing.
  - 3. Sheriff's Office will perform regular backups of the data, maintain a tested restore process for data recovery, and will retain a minimum of three years of the audit/journal file online for agencies to access.
- c. Sheriff's Office Service Level Exclusions: The Sheriff Office's service support obligations do not apply to any performance issues: (i) caused by factors outside of the Sheriff's Office reasonable control; or (ii) that resulted from the user's equipment or third party equipment, or both (not within the primary control of the Sheriff's Office).

**IX. AGREEMENT TERMS**

- a. Term: This Agreement will commence on the date that it is executed by an Agency and KCC.
- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by a person authorized to bind the Agencies and KCC.
- c. Supplemental Policies: An Agency may add individual terms and conditions for its own computers or networks providing the terms and conditions do not conflict with the provisions of this Agreement.
- d. Sanctions for Non-Compliance: Any Agency that violates the terms and conditions of this Agreement may be disconnected from COPLINK. The offending Agency will be provided with a 60-day written notice of the violation and the opportunity to correct the violation. Failure to abide by or follow the terms and conditions of this Agreement will result in the termination of COPLINK access for the offending Agency. All disputes concerning access shall be determined by a majority of the COPLINK Board.

**South Bay Information Sharing System  
COPLINK System Use Policy**  
January 19, 2010

**X. SIGN-OFF ON EXECUTION OF AGREEMENT**

By executing this agreement, each Agency acknowledges that it has received a copy of this Agreement and will comply with its terms and conditions. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with the Santa Clara County Office of the Sheriff. For all other purposes, facsimile signatures are acceptable as originals.

|                                  |                              |
|----------------------------------|------------------------------|
| <b>Campbell PD</b>               | Signature _____ Date _____   |
|                                  | Printed Name and Title _____ |
| <b>Gilroy PD</b>                 | Signature _____ Date _____   |
|                                  | Printed Name and Title _____ |
| <b>Los Altos PD</b>              | Signature _____ Date _____   |
|                                  | Printed Name and Title _____ |
| <b>Los Gatos-Monte Sereno PD</b> | Signature _____ Date _____   |
|                                  | Printed Name and Title _____ |
| <b>Milpitas PD</b>               | Signature _____ Date _____   |
|                                  | Printed Name and Title _____ |
| <b>Morgan Hill PD</b>            | Signature _____ Date _____   |
|                                  | Printed Name and Title _____ |

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

|  |  |
|--|--|
| <b>Mountain View<br/>PD</b>                            | Signature _____ Date _____                               |
|  | Printed Name and Title _____                             |
| <b>Palo Alto PD</b>                                    | Signature _____ Date _____                               |
|  | Printed Name and Title _____                             |
| <b>San Jose PD</b>                                     | Signature _____ Date _____                               |
|  | Printed Name and Title _____                             |
| <b>Santa Clara<br/>PD</b>                              | Signature _____ Date _____                               |
|  | Printed Name and Title _____                             |
| <b>Santa Clara<br/>County<br/>Sheriff's<br/>Office</b> | Signature _____ Date _____                               |
|  | Printed Name and Title _____                             |
| <b>Sunnyvale<br/>Department of<br/>Public Safety</b>   | Signature _____ Date _____                               |
|  | Printed Name and Title _____                             |
| <b>Knowledge<br/>Computing<br/>Corporation</b>         | Signature _____ Date _____                               |
|  | Printed Name and Title Robert Griffin, President and CEO |
| <b>Capitola PD</b>                                     | Signature _____ Date _____                               |
|  | Printed Name and Title _____                             |

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

|   |                              |
|---|------------------------------|
| <b>Santa Cruz PD</b>                      | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |
| <b>Santa Cruz County Sheriff's Office</b> | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |
| <b>Watsonville PD</b>                     | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |
| <b>Carmel PD</b>                          | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |
| <b>Del Rey Oaks PD</b>                    | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |
| <b>Gonzales PD</b>                        | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |
| <b>Greenfield PD</b>                      | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |
| <b>King City PD</b>                       | Signature _____ Date _____   |
|   | Printed Name and Title _____ |
|   |                              |

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

|                                  |   |              |
|----------------------------------|---|--------------|
| Marina PD                        | Signature   | Date         |
|                                  | Printed Name and Title  |              |
| Monterey PD                      | Signature   | Date         |
|                                  | Printed Name and Title  |              |
| Pacific Grove PD                 | Signature   | Date         |
|                                  | Printed Name and Title  |              |
| Salinas PD                       | Signature   | Date         |
|                                  | Printed Name and Title  |              |
| Sand City PD                     | Signature   | Date 3-19-10 |
|                                  | <del>Michael Klein, Chief of Police</del><br>Printed Name and Title |              |
| Seaside PD                       | Signature   | Date         |
|                                  | Printed Name and Title  |              |
| Monterey County Sheriff's Office | Signature   | Date         |
|                                  | Printed Name and Title  |              |
| Soledad PD                       | Signature   | Date         |
|                                  | Printed Name and Title  |              |

**South Bay Information Sharing System  
COPLINK System Use Policy**

January 19, 2010

|  |                              |
|--|------------------------------|
| <b>California<br/>State<br/>University,<br/>Monterey Bay</b> | Signature _____ Date _____   |
|  | Printed Name and Title _____ |
| <b>Hollister PD</b>  | Signature _____ Date _____   |
|  | Printed Name and Title _____ |
| <b>San Benito<br/>County<br/>Sheriff's<br/>Office</b>        | Signature _____ Date _____   |
|  | Printed Name and Title _____ |



**COPLINK PRO-RATED COSTS FOR YEARS 2 THRU 5**

| City          | Year 2      | Year 3      | Year 4*      | Year 5*      |
|---------------|-------------|-------------|--------------|--------------|
|               | FY 10-11    | FY 11-12    | FY 12-13     | FY 13-14     |
| Carmel        | \$ 162.41   | \$ 162.41   | \$ 1,070.74  | \$ 1,070.74  |
| Gonzalez      | \$ 355.91   | \$ 355.91   | \$ 2,346.51  | \$ 2,346.51  |
| Greenfield    | \$ 634.08   | \$ 634.08   | \$ 4,180.44  | \$ 4,180.44  |
| King City     | \$ 483.77   | \$ 483.77   | \$ 3,189.44  | \$ 3,189.44  |
| Marina        | \$ 746.38   | \$ 746.38   | \$ 4,920.84  | \$ 4,920.84  |
| Monterey      | \$ 1,155.86 | \$ 1,155.86 | \$ 7,620.47  | \$ 7,620.47  |
| Pacific Grove | \$ 608.16   | \$ 608.16   | \$ 4,009.58  | \$ 4,009.58  |
| Salinas       | \$ 5,976.24 | \$ 5,976.24 | \$ 39,400.93 | \$ 39,400.93 |
| Sand City     | \$ 15.55    | \$ 15.55    | \$ 102.52    | \$ 102.52    |
| Seaside       | \$ 1,406.38 | \$ 1,406.38 | \$ 9,272.15  | \$ 9,272.15  |
| Sheriff       | \$ 4,210.49 | \$ 4,210.49 | \$ 27,759.48 | \$ 27,759.48 |
| Soledad       | \$ 1,169.68 | \$ 1,169.68 | \$ 7,711.60  | \$ 7,711.60  |
| CSUMB         | \$ 291.99   | \$ 291.99   | \$ 1,925.05  | \$ 1,925.05  |

\*strikeout column denotes what each agency would've paid if UASI grant had not paid for two additional years of maintenance.  
 strikeout columns are pro-rated fees each agency pays for COPLINK internet and .5FTE Santa Clara Co employee to maintain COPLINK system  
 Note: Cost formula based on population

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As an employee/volunteer of the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
Signature

Michael Mount  
Print Name

Date 3-19-10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_  
the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
Signature

  
Print Name

Date 3/20/10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_  
the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
\_\_\_\_\_  
Signature

GERARD F. GILCE  
3-20-10  
\_\_\_\_\_  
Print Name

Date 3-20-10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

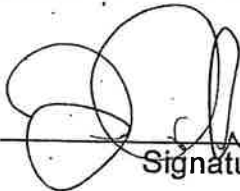
As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_  
the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.


Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
Signature

  
Print Name

Date 3/19/10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_  
the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION



Signature

DENNIS ALEXANDER

Print Name

Date

3/19/10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

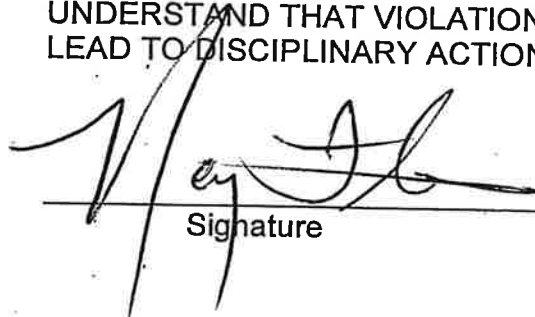
As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_ the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
\_\_\_\_\_  
Signature

Nancy Fletcher  
\_\_\_\_\_  
Print Name

Date 3-19-2010

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_  
the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
Signature

  
Print Name

Date 3/29/10





# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_  
the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

\_\_\_\_\_  
Signature J.M. Klein  
Print Name

Date 9-22-10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As an employee/volunteer of the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

V. GRAZIANO

Signature

V. GRAZIANO

Print Name

Date 3-19-10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_  
the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
Signature

Dale Allen  
Print Name

Date 3-20-10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

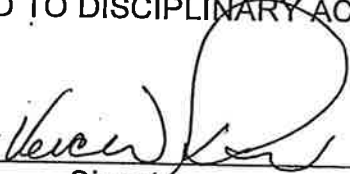
As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_ the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION



Signature

VERONICA H. STEVENSON  
Print Name

Date 3-20-10

# EXHIBIT C

## EMPLOYEE/VOLUNTEER STATEMENT FORM

As \_\_\_\_\_ an \_\_\_\_\_ employee/volunteer of \_\_\_\_\_ the Sand City Police Department, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF GOPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

  
Signature

Jeff Bushnell  
Print Name

Date 3-19-10

**AGENDA ITEM  
5H**

---

August 14, 2013

SAND CITY STAFF REPORT

TO: City Council Members  
Steve Matarazzo, City Administrator

FROM: Leon Gomez, City Engineer

SUBJECT: Memorandum of Agreement between the Monterey Regional Water Pollution Control Agency (MRWPCA) and permittees on the Monterey Peninsula to continue participation on the Monterey Regional Storm Water Management Program (MRSWMP)

SUMMARY

1. The MOA and MRSWMP is a regional, collective effort designed to benefit all permittees in meeting the requirements of the NPDES permit for municipal storm water discharge.
2. The existing MOA was first established in 2002 to form the MRSWMP in order to achieve regional cooperation and meet the requirements of the previous storm water permit (adopted April 2003).
3. The new NPDES Phase II permit governing municipal storm water discharge became effective on July 1, 2013, thereby requiring a new MOA in order to continue the MRSWMP.
4. In response, the MRSWMP created a subcommittee to review the existing MOA and revise, update, and develop a new MOA consistent with the new NPDES Phase II permit and current regional goals.
5. The subcommittee met over several months with representatives from the City Manager's Group, the MRWPCA, and incorporated comments by each permittee.
6. The new MOA shall coincide with the term of the current NPDES Phase 2 Storm Water Permit, estimated to be 5 years or through 2018.
7. The City pays a yearly amount to participate on the MRSWMP, which covers program and administration costs.
8. It is anticipated that a new cost share formula will be developed for fiscal year 2014-2015, at which time the City of Sand City may review the cost share and MOA.

## BACKGROUND DETAIL

- The Federal Clean Water Act (CWA) requires certain municipalities and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of storm water to navigable water. NPDES permits are also required for any storm water discharge which the Federal Environmental Protection Agency (EPA) or a state has determined contributes to a violation of a water quality standard, or is a significant contributor of pollutants to surface waters.
- The EPA has delegated authority to the California State Water Resources Control Board (SWRCB) to administer the NPDES permit process within California and, in turn, the SWRCB has delegated authority to the California Regional Quality Control Board – Central Coastal Basin (RWQCB-CCB) to administer the NPDES permit process within its region.
- On December 8, 1999, U.S. EPA promulgated Phase II storm water regulations under authority of the Clean Water Act section 402(p)(6). The Phase II Storm Water requires the State Water Board to issue NPDES storm water permits to operators of Small MS4s.
- On April 30, 2003, the State Water Board adopted Water Quality Order No. 2003-005-DWQ, NPDES General Permit CAS000004 WDRs for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (General Permit) to comply with Clean Water Act section 402(p)(6).
- In 2002, in anticipation of these requirements, the permittees entered into a Memorandum of Agreement and subsequently formed the Monterey Regional Storm Water Program in order to achieve regional cooperation and efficiency among the permittees in the implementation of the MS4 NPDES regulations.
- On February 5, 2013, the State Water Resources Control Board adopted Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004, which modifies the previous General Permit, Order 2003-0005-DWQ. This Order establishes storm water management program requirements and defines the minimum acceptable elements of municipal storm water management programs, unless otherwise amended.
- In and for the mutual interest of the permittees, the permittees wish to continue to implement the Monterey Regional Storm Water Management Program by entering into this Agreement for the purpose of cooperating to efficiently and economically comply with NPDES requirements.



**Recommendation:**

1. Approve and accept the Memorandum of Agreement between the City of Sand City (Permittee) and the Monterey Regional Water Pollution Control Agency (MRWPCA) for continued participation on the Monterey Regional Storm Water Management Program (MRSWMP) in order to meet the requirements of the NPDES Phase II permit for municipal storm water discharge.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2013**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
APPROVING THE MEMORANDUM OF AGREEMENT FOR THE MONTEREY  
REGIONAL STORM WATER MANAGEMENT PROGRAM**

**WHEREAS**, the Federal Clean Water Act (CWA) requires certain municipalities and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of storm water to navigable water. NPDES permits are also required for any storm water discharge which the Federal Environmental Protection Agency (EPA) or a state has determined contributes to a violation of a water quality standard, or is a significant contributor of pollutants to surface waters; and

**WHEREAS**, the EPA has delegated authority to the California State Water Resources Control Board (SWRCB) to administer the NPDES permit process within California and, in turn, the SWRCB has delegated authority to the California Regional Quality Control Board – Central Coastal Basin (RWQCB-CCB) to administer the NPDES permit process within its region; and

**WHEREAS**, the City is required to be in compliance with the NPDES Phase II permit for storm water discharge from small Municipal Separate Storm Sewer Systems (MS4s) as required by State and Federal law; and

**WHEREAS**, in 2002 the City entered into a Memorandum of Agreement (MOA) to form the Monterey Regional Storm Water Program (MRSWMP) as a collective effort to meet the requirements of the NPDES permit; and

**WHEREAS**, on February 5, 2013, the State Water Resources Control Board adopted Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 which modifies the previous General Permit, Order 2003-0005-DWQ; and

**WHEREAS**, it is for the benefit of Sand City and the regional permittees, to continue to participate on the Monterey Regional Storm Water Management Program by entering into this Memorandum of Agreement for the purpose of cooperating to efficiently and economically comply with NPDES requirements.

**Sand City Resolution SC \_\_\_\_\_, 2013**

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

1. The City Council approves the Memorandum of Agreement between the City of Sand City (Permittee) and the Monterey Regional Water Pollution Control Agency (MRWPCA) for continued participation on the Monterey Regional Storm Water Management Program (MRSWMP) and authorizes the Mayor, City Manager, and Legal Counsel to sign the Agreement in substantially the same form as the attached document.

**PASSED AND ADOPTED** by the City Council of Sand City on this \_\_\_\_\_ day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink

# MEMORANDUM OF AGREEMENT

## MONTEREY REGIONAL STORM WATER MANAGEMENT PROGRAM

THIS Memorandum of Agreement (“AGREEMENT”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, hereinafter referred to as “AGENCY”, a Joint Powers Authority (JPA) organized under the laws of the State of California, and the following public entities, each of which is hereinafter referred to as “PERMITTEE” or collectively as “PERMITTEES”:

CITY OF PACIFIC GROVE, a municipal corporation of the State of California;  
CITY OF MONTEREY, a municipal corporation of the State of California;  
CITY OF SEASIDE, a municipal corporation of the State of California;  
CITY OF SAND CITY, a municipal corporation of the State of California;  
CITY OF DEL REY OAKS, a municipal corporation of the State of California;  
CITY OF MARINA, a municipal corporation of the State of California;  
CITY OF CARMEL-BY-THE-SEA, a municipal corporation of the State of California; and  
COUNTY OF MONTEREY, a political subdivision of the State of California.

The AGENCY and the above-mentioned entities may also hereinafter be collectively referred to as "PARTIES" or individually as "PARTY," to form the Monterey Regional Storm Water Management Program (MRSWMP).

In addition, other organizations, including but not limited to non-traditional agencies that are subject to similar NPDES Phase 2 Municipal Separate Storm Sewer System (MS4) permits, may coordinate with the Monterey Regional Storm Water Management Program and may provide contributions to the MRSWMP to fulfill their regulatory requirements.

### **RECITALS:**

- A. The Federal Clean Water Act (CWA) requires certain municipalities and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of storm water to navigable water. NPDES permits are also required for any storm water discharge which the Federal Environmental Protection Agency (EPA) or a state has determined contributes to a violation of a water quality standard, or is a significant contributor of pollutants to surface waters.
- B. The EPA has delegated authority to the California State Water Resources Control Board (SWRCB) to administer the NPDES permit process within California and, in turn, the SWRCB has delegated authority to the California Regional Quality Control Board – Central Coastal Basin (RWQCB-CCB) to administer the NPDES permit process within its region.

- C. On December 8, 1999, U.S. EPA promulgated Phase II storm water regulations under authority of the Clean Water Act section 402(p)(6). The Phase II Storm Water requires State Water Board to issue NPDES storm water permits to operators of Small MS4s.
- D. On April 30, 2003, the State Water Board adopted Water Quality Order No. 2003-005-DWQ, NPDES General Permit CAS000004 WDRs for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (General Permit) to comply with Clean Water Act section 402(p)(6).
- E. In 2002, in anticipation of these requirements, the PERMITTEES entered into a Memorandum of Agreement and subsequently formed the Monterey Regional Storm Water Program in order to achieve regional cooperation and efficiency among the PERMITTEES in the implementation of the MS4 NPDES regulations.
- F. On February 5, 2013, the State Water Resources Control Board adopted Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004, which modifies the previous General Permit, Order 2003-0005-DWQ. This Order establishes storm water management program requirements and defines the minimum acceptable elements of municipal storm water management programs, unless otherwise amended.
- G. In and for the mutual interest of the PERMITTEES, the PERMITTEES wish to continue to implement the Monterey Regional Storm Water Management Program by entering into this AGREEMENT for the purpose of cooperating to efficiently and economically comply with NPDES requirements.

**NOW, THEREFORE, THE PARTIES HERETO FURTHER AGREE, AS FOLLOWS:**

Section 1. Monterey Regional Storm Water Management Program

- 1.01. The Monterey Regional Storm Water Management Program ("Program") is intended to fulfill certain obligations of the PERMITTEES with regard to Phase 2 Storm Water NPDES requirements. These requirements are required through State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ, NPDES General Permit No. CAS000004, adopted on February 5, 2013.
- 1.02. The Program is a collective effort and implementation of area-wide activities designed to benefit all PERMITTEES.

Section 2. Management Committee

- 2.01. A Management Committee is hereby created to provide for overall Program coordination, review, and budget oversight, with respect to the NPDES Permit.
- 2.02. The Management Committee adopts the Bylaws contained in Exhibit "A" for its governance. The Management Committee may from time to time revise these Bylaws by formal action of the Management Committee.

- 2.03 The Management Committee is the official management and oversight body of the Program. The Management Committee shall direct and guide the Program and review and approve the Program Budget. The Management Committee shall consider permit compliance, including benefit to a majority of the PERMITTEES, as a primary objective in approving Program tasks and corresponding budgets.
- 2.04 The Management Committee shall periodically re-evaluate and make recommendations to the PERMITTEES concerning reallocation of the proportion of the annual Program contribution that each PERMITTEE shall pay.
- 2.05 The voting membership of the Management Committee shall consist of one designated voting representative from each PERMITTEE. An alternative voting representative may be appointed by each PERMITTEE.
- 2.06 A quorum of the Management Committee shall be achieved when voting representatives from at least fifty percent (50%) of the PERMITTEES are present at any Management Committee meeting.
- 2.07 Meetings of the Management Committee, including any closed sessions with the Program Attorney, shall be conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.).
- 2.08 The Management Committee shall be responsible for selecting any consultant(s) or contractor(s) who are to be paid from Program funds ("Outside Contractors"), and for reviewing and approving any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors.
- 2.09 The Management Committee shall establish timelines and budgets for completion of Program tasks.
- 2.10 The Management Committee, through its Bylaws, may establish procedures for tracking, accounting for, and auditing the Program funds.

### **Section 3. Program Budget**

- 3.01 A budget shall be adopted for each fiscal year. The fiscal year shall run from July 1 through June 30. The Budget shall be prepared and administered as described in Exhibit "B".
- 3.02 AGENCY shall invoice PERMITTEES quarterly for budgeted program cost based upon the adopted budget for the fiscal year and an approved cost share allocation. The PERMITTEES shall each pay into a fund established for Program operations for their assigned portion of the Program Budget. The proportionate share of the Program Budget that each PERMITTEE shall pay shall be shown and specified in the adopted fiscal year budget.

Cost-sharing between PERMITTEES shall be based on the population-based vote shares of each participating entity that are covered by the permit, unless otherwise agreed to by the PERMITTEES when the budget for each year is adopted, as described in Exhibit "A".

- 3.03 Except as provided in Section 6.03, the ending fund balance at the close of each fiscal year shall be disbursed annually to the PERMITTEES, or credited to the PERMITTEES' shares of the next fiscal year's costs, in accordance with the PERMITTEES' defined participation rates, as requested by each PERMITTEE.

#### Section 4. Program Administrator

- 4.01 The AGENCY shall be the Program Administrator for the Program.

The Program Administrator shall be responsible for Program management and administration, Permit management, technical program management, and related duties as described in Exhibit "C". The Program Administrator shall be paid, from Program funds in accordance with the adopted Program budget, for providing the services described hereunder. Work assignments shall be made to the Program Administrator by the Management Committee and not by individual PERMITTEES. The Program Administrator shall not be responsible for providing program management services related to individual PERMITTEE'S permit programs.

- 4.02 The Program Administrator shall be the treasurer of the Program funds. The Program Administrator, in accordance with generally-accepted accounting procedures, shall keep the Program funds segregated from any other funds administered by the Program Administrator; shall credit the Program with appropriate interest income earned on Program funds in each fiscal year; and shall not expend any funds except in accordance with the annual budget approved by the Management Committee, or as otherwise directed by the Management Committee. The Program Administrator shall act in a reasonable amount of time to execute contracts with Outside Contractors, which have been requested and approved by the Management Committee. The Program Administrator shall provide a copy of any contract executed on behalf of the Program to any PERMITTEE or person designated by any PERMITTEE or the Management Committee upon request. The Program Administrator, at its discretion, may delegate authority to execute agreements and contracts approved by the Management Committee, to a designated employee. Notice of any such delegation of authority shall be provided to the Management Committee.
- 4.03 The Program Administrator may request, as part of the annual Program Budget, reimbursement for reasonable and customary costs incurred in providing the services described hereunder. Reimbursement to the Program Administrator shall be subject to Management Committee review and approval as part of the Program Budget.

- 4.04 AGENCY may withdraw as the Program Administrator upon the provision of ninety days' (90) days written notice to the Management Committee. The Management Committee may select a new Program Administrator upon the provision of ninety days (90) written notice to AGENCY. In either event the Management Committee will act within the ninety-day period to determine the disposition of funds remaining in the Program Budget fund.
- 4.05 In the event that the Program Administrator withdraws from the Program or from providing Program Administrator services to the Program, or in the event that the Management Committee wishes to select a new Program Administrator, another PERMITTEE may serve as a successor Program Administrator. Any PERMITTEE willing to serve as successor Program Administrator may be nominated by another PERMITTEE. Selection of a Program Administrator must be by majority vote of the Management Committee.

#### Section 5. Additional Rights and Duties of the PARTIES

- 5.01 In addition to the participation in the Management Committee, the PERMITTEES accept and agree to perform the following duties:
1. Each will comply with the NPDES Permit conditions that apply within its jurisdictional boundaries;
  2. Each will participate in Management Committee meetings and other required meetings of the PERMITTEES ;
  3. Each will implement its Community-Specific Program;
  4. Each will provide certain agreed upon reports to the Program Administrator for purposes of reporting, on a joint basis, compliance with applicable provisions of the NPDES Permit and the status of Program implementation; and,
  5. Each will individually address inter-agency issues, agreements or other cooperative efforts.
  6. Each will only be responsible for performing the duties listed above for and on behalf of its own jurisdiction.
- 5.02 This AGREEMENT does not restrict the PERMITTEES from the ability to individually (or collectively) request NPDES Permit modifications and/or initiate NPDES Permit appeals for permit provisions to the extent that a provision affects an individual party (or group of PERMITTEES); however, any such PERMITTEE (or PERMITTEES) shall provide a minimum of 30-days written advance notice of their action to the other PARTIES and allow them to comment upon or join in their action before proceeding.



## Section 6. Term of AGREEMENT

- 6.01 This AGREEMENT shall commence on the date that the last Duly Authorized Representative of the Parties executes it, and shall continue indefinitely in accordance with the provisions of Subsections 6.02 and 6.03 below.
- 6.02 This AGREEMENT shall terminate upon expiration of the NPDES Phase 2 Storm Water Permit Order Number 2013-0001-DWQ that is issued to the PERMITTEES, unless this term is extended by the PARTIES.
- 6.03 Any PERMITTEE may terminate its participation in this AGREEMENT by giving the Management Committee at least a thirty (30) day written notice. If a PERMITTEE terminates its participation, the terminating PERMITTEE will bear the full responsibility for its compliance with the NPDES Permit commencing on the date it terminates its participation, including its compliance with both Community-Specific and Program-wide responsibilities. Unless the termination is scheduled to be effective at the close of the fiscal year in which the notice is given, termination shall constitute forfeiture of all of the terminating PERMITTEE'S share of the Program Budget, for the fiscal year in which the termination occurred (both paid and obligated, but unpaid, amounts). In addition, unless notice of termination is provided at least ninety (90) days prior to the date established by the Management Committee for approval of the budget for the succeeding fiscal year, termination shall constitute forfeiture of all of the terminating PERMITTEE'S share of any unexpended, unencumbered funds remaining from all previous fiscal years. The cost allocations for the remaining PERMITTEES may be recalculated for the following fiscal year by the PARTIES without the withdrawing PERMITTEE'S participation.

## Section 7. General Provisions

- 7.01 This AGREEMENT supersedes any prior agreement among the PARTIES regarding the Program, but does not supersede any other agreements between any of the PARTIES.
- 7.02 This AGREEMENT may be amended only by written agreement of the PARTIES. All PARTIES agree to bring any proposed amendment to this AGREEMENT to their Council or Board, as applicable, within two (2) months following acceptance of the proposed amendment by the Management Committee.
- 7.03 This AGREEMENT may be executed and delivered in any number of copies ("counterpart") by the PARTIES, including by means of facsimile. When each PARTY has signed and delivered at least one (1) counterpart to the Program Administrator, each counterpart shall be deemed an original and, taken together, shall constitute one and the same AGREEMENT, which shall be binding and effective as to the PARTIES hereto.

- 7.04 No PARTY shall, by entering into this AGREEMENT, participating in the Management Committee, or agreeing to serve as Program Administrator, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of the NPDES Permit. This AGREEMENT is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed to be for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the EPA, the SWRCB, and the RWQCB-CCB, or any person acting on their behalf or in their stead.
- 7.05 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata, but instead, the PARTIES agree that pursuant to the Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers, agents, or employees, under or in connection with or arising from any work, authority, or action taken under this AGREEMENT, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit. No PARTY, nor any officer, Councilmember, Board member, employee or agent thereof shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, Councilmembers, Board members, employees or agents under or in connection with or arising from any work, authority or actions taken under this AGREEMENT, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit.
- 7.06 In the event that suit shall be brought by any PARTY to this contract, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Monterey, or, if brought in federal court, in the United States District Court handling matters arising in Monterey County. Further, the prevailing PARTY or PARTIES shall be entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chair, Board of Directors

By: \_\_\_\_\_  
Legal Counsel

By: \_\_\_\_\_  
General Manager

ATTEST:

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

By: \_\_\_\_\_

CITY OF \_\_\_\_\_, a public entity of the State of California

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Mayor

By: \_\_\_\_\_  
Legal Counsel

By: \_\_\_\_\_  
Name, City Manager

ATTEST:

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

By: \_\_\_\_\_

**EXHIBIT "A"**

**MOA BYLAWS**

## MOA Bylaws

1. Representation: Representation from each PERMITTEE will be their Legally Responsible Official or his/her designee, and if that person is unable to attend, he or she will notify the PARTIES in advance by email naming their designated alternate representative for that meeting.
2. Selection of Officers: Each year the Management Committee shall select a Chair and Vice-Chair. The selection of the members to serve in this position shall be at the regularly scheduled January meeting and shall be based on nominations by the Management Committee. Members of the Management Committee may express their interest in serving as Chair or Vice Chair at the regularly scheduled December meeting. No member of the Management Committee may serve as Chair or Vice Chair for more than two consecutive and complete one year terms
3. Voting: Each PERMITTEE shall have one vote, provided that any PERMITTEE can call for a weighted vote on any issue. The affirmative vote of at least that number of the voting members of the Management Committee which collectively contribute at least fifty percent (50%) of the area-wide Program costs (a "Majority Vote"), is necessary to approve any financial measure brought before the Management Committee.

Weighting will be on a population basis, using the populations and numbers of votes shown in the attached Table. This table may be periodically updated by formal action of the Management Committee. Updating will normally be done when updated population figures are published by the U.S. Census Bureau, or when other updated population figures are published and formally accepted by each of the PERMITTEES. Weighted voting would be conducted as follows: If a weighted vote is called, each PERMITTEE will have the number of votes shown in the table below.

**Table of Populations and Votes for Use in Weighted Voting & Cost Share**

| ENTITY          | 2010 CENSUS POPULATION WITHIN AREA TO BE COVERED BY STORMWATER PERMIT | NUMBER OF VOTES |
|-----------------|---|-----------------|
| Carmel          | 3,722   | 2               |
| Del Rey Oaks    | 1,624   | 1               |
| Marina          | 19,718  | 10              |
| Monterey City   | 27,810  | 14              |
| Monterey County | 62,727  | 31              |
| Pacific Grove   | 15,041  | 8               |
| Sand City       | 334   | 1               |
| Seaside         | 33,025  | 16              |
| <b>TOTAL</b>    | <b>164,001</b>  | <b>83</b>       |

**Note:** One vote shall be provided for each 2,000 person increment of population, except that each entity shall have a minimum of one vote, even if its population is less than 2,000.

4. **Meeting Schedule:** Meetings will normally be at 10:00 am at the Program Administrator's offices on the fourth Wednesday of each month, unless changed by the Management Committee.
5. **Starting Time:** Meetings will start promptly at the designated starting time. Any PARTY representative that knows he/she will be unable to attend, or will be late, will notify the Chairperson, so as not to delay starting the meeting.
6. **Future Members:** If additional entities wish to join with the other PARTIES by entering into this AGREEMENT and participating in the Program, the PARTIES will determine an appropriate method of calculating a "buy-in" cost to be paid by the new entity wishing to become a member. This buy-in cost shall at a minimum include:
  - a. The full amount the new entity would have paid, if it had been a PARTY as of July 1, 2013, and,
  - b. A pro-rata deduction for the remainder of the fiscal year budget, or some other method deemed appropriate by the PARTIES.
7. The Management Committee may select an attorney or firm (Program Attorney) that is experienced with the Clean Water Act and Municipal Storm Water NPDES Permits to provide legal advice to the Management Committee on all matters involving administration of the Program's NPDES Permit and such other matters upon which the Management Committee may seek legal advice or request legal representation. The Program Attorney shall not be responsible for providing legal advice related to permit compliance to individual PARTIES. The Program Attorney may provide such services under separate contract with any PARTY or PARTIES, but shall provide advance notification to all PARTIES before providing such services to identify and resolve possible issues of conflict of interest. The Program Administrator may assist in coordination of activities with the Program Attorney, but shall not give direction to the Program Attorney without prior authorization from the Management Committee.

**EXHIBIT "B"**

**BUDGET**

## Budget

Prior to the start of each fiscal year, the Program Manager under the direction of the Management Committee and Program Administrator will prepare a Draft Budget and submit it to the Management Committee for its review. The Draft Budget will include a proposed approach for allocation of costs (cost-sharing) to each PERMITTEE. The Program Manager will revise the Draft Budget to address concerns and comments from the Management Committee, and the Management Committee will then approve and adopt a Final Budget for the fiscal year.

The Program Administrator and the PERMITTEES recognize that the budget will be based on estimated costs, and that actual costs may differ from the budgeted amounts. If it appears that costs will exceed the budgeted amounts, the Program Manager will notify the Management Committee before incurring costs in excess of the budgeted amounts. If the Management Committee determines that it is appropriate to have the Program Manager incur additional costs above the budgeted amounts, the Program Manager will prepare a budget revision request and send it to the Management Committee to obtain the Committee's approval to increase the budget. Only after receiving the Management Committee's approval to increase the budget will the Program Manager incur costs in excess of the budgeted amounts. If there are unspent funds left at the end of the fiscal year, the Program Administrator will return to each PARTY the unspent portion of that PARTY'S payment, as described in Section 3 "Program Budget."

The Program Administrator will establish a separate job-cost code in its accounting system, to which hours spent, and out-of-pocket costs directly related to, performing work as the Program Administrator and for services of the Program Manager will be charged. The Program Administrator will send quarterly reports to the Management Committee summarizing the work the Program Administrator and Program Manager have performed during that quarter, the total costs of that work, and the portion of the cost allocated to each PERMITTEE. The portion of the cost allocated to the PERMITTEE will be calculated in accordance with the cost-sharing approach specified in the adopted Final Budget.

The costs for AGENCY's services as the Program Administrator and for the Program Manager will consist of both direct and indirect costs. Direct costs are costs which can be tracked through time cards, invoices, record keeping systems, and other records that specifically allocate a cost to these services. Indirect costs are all other costs incurred by AGENCY in order to perform its duties as the Program Administrator. Examples of the types of indirect costs that AGENCY is likely to incur are described below.



## Indirect Costs

Indirect costs are defined as a cost item that cannot be identified specifically with a single cost objective in an economically feasible manner.

For the costs covered by this AGREEMENT, indirect costs will be charged at 10% of all other direct costs.

The following are the types of indirect costs expected to be incurred in carrying out Program activities:

- Use of AGENCY financial and data processing system including network (hardware and software), and specific financial hardware (printers/modems) and software. Costs include depreciation as well as internal and external maintenance, service agreements, software support, and payroll processing.
- The use of supplies and/or services that are not feasible or not cost-effective to segregate, such as disposables, shared office supplies, forms, paper, and postage.
- Purchasing services including purchasing staff time seeking bids, communicating with vendors, preparing requisitions, and purchase orders.
- Use of existing office equipment (copiers, fax machines, calculators, typewriters, computers) and their related repair, supplies, and maintenance.
- Centralized telephone system and use of AGENCY cellular phones.
- AGENCY Administration building costs (use, utilities, insurance).
- Administrative services including agency-wide training programs (such as safety, sexual harassment), employee assistance program, and general office support.
- Use of upper level AGENCY staff for overall coordination, management and support of storm water permitting activities.

**EXHIBIT "C"**

**DUTIES OF THE PROGRAM MANAGER  
& PROGRAM ADMINISTRATOR**

## **Duties of the Program Manager & Program Administrator**

**Program Administrator:** The Program Administrator shall perform the following duties:

- Assist in the recruitment and retention of a Stormwater Program Manager,
- Assist in the supervision of the Stormwater Program Manager,
- Provide general oversight and management of the Stormwater Program Manager,
- Provide assistance in financial oversight of the Stormwater Program Manager,
- Provide for overall coordination, management and support of storm water permitting activities.
- Provide for basic Program accounting services and Program budget management.

**Program Manager:** The Stormwater Program Manager shall perform the following duties:

- In conformance with the Brown Act, arrange for and conduct meetings of the Management Committee, including making meeting room arrangements, preparation and distribution of agenda materials and meeting notices, and preparation and distribution of meeting minutes.
- Advise the Management Committee to ensure that the PERMITTEES are in conformance with Robert's Rules of Order and parliamentary processes for meetings and decision making.
- Permit compliance management including, maintaining and promulgating an up-to-date schedule of the activities to be carried out by the Management Committee and its individual entity members. Anticipate plans, procedures, policies and other things necessary to carry out the commitments and obligations under the MRSWMP and the Permit, and prepare and present same to the Management Committee for their review, direction, and approval.
- Prepare the consolidated Regional Annual Report required by the Permit, and other permit-related reports and documents.
- Coordinate with RWQCB and State Water Resources Control Board (SWRCB) on Phase 2 Small Municipal Storm Water permitting issues at the direction of the Management Committee and/or Committee Chair and Vice-Chair.
- As directed by the Management Committee, prepare Storm Water Program permit applications or updates to the MRSWMP in conjunction with permit renewals and or implementation by the SWRCB and/or the RWQCB of new permits or permit requirements.

- At the direction of the Management Committee manage budget preparation and execution on behalf of the member agencies including recordation of employee expenses and the proper apportionment to the Participating Entities.
- Work with Program Administrator's accounting staff with regard to accounts payable, receivable and invoicing, and review and process consultant invoices in a timely manner.
- At the direction of the Management Committee manage contracts with, and manage the work of, outside consultants to perform Storm Water Program work, if deemed necessary and approved by the Management Committee.
- Interact with Program Administrator's staff, such as secretarial, clerical, accounting, and source control, to carry out the work of the Program Manager position.
- Maintain documents and files both electronically and in hard copy in a logical and understandable manner.
- Arrange for training programs to be conducted to fulfill MRSWMP BMP requirements at the direction of the Management Committee. Such work may involve contracting with training consultants, or preparing and presenting the training using in-house resources.
- Maintain an up-to-date awareness and knowledge of State and Federal storm water requirements, and as directed California Marine Protected Area policies and requirements, Monterey Bay National Sanctuary programs and requirements, and keep the Management Committee sufficiently briefed on programs, possible changes in regulations, grants, and other such matters, so that the Management Committee may provide direction and take timely action regarding these types of things.
- Participate in California Stormwater Quality Association (CASQA), SWRCB, and RWQCB activities such as meetings, programs, etc. when and if directed by the Management Committee to participate.
- Prepare other documents such as correspondence to regulatory agencies and advocacy organizations for review, editing, and finalization by the Management Committee. If so directed by the Management Committee, participate in State task forces and other groups pertaining to Storm Water Program matters.
- As needed, and if so directed by the Management Committee, assist the Public Education and Public Outreach Program Coordinator with such activities as public education, public outreach events, storm drain stenciling, publicity, grant writing, water quality monitoring, and source tracking.
- Research and report on various topics of interest to the Management Committee at the direction of the Management Committee.

**AGENDA ITEM**

**5I**

# Memo

**To:** City Council  
**From:** City Administrator/Executive Director  
**Date:** August 13, 2013  
**Subject:** Review of City Contribution/Donation

---

Enclosed is a request for support and contribution for FY 2013-14. After reviewing this request, the following contribution/donation is recommended:

- American Diabetes Association - \$300

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

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".*

# 2013 Annual Appeal

August 2, 2013

Mayor David K. Pendergrass  
City Hall  
1 Sylvan Way  
Seaside, CA 93955

CITY OF SAND CITY

AUG 08 2013

RECEIVED

Appeal Ends September 30th  
Please give today so we can  
keep fighting diabetes!

Dear Mayor Pendergrass,

There's absolutely no question that innovative research will bring about important new diabetes treatments – and ultimately a cure.

And right now the best and brightest doctors, scientists and researchers are truly working hard to unlock the secrets of diabetes and defeat this devastating illness, once and for all. However, before they can help us, we must first help them...

That's why our **2013 American Diabetes Association® California Annual Appeal** is so important! Your urgently-needed **Research Partner** gift will help provide crucial funding for promising diabetes research that can help win the war against this debilitating and often fatal disease.

For example, while the impact of diabetes on brain function is complex and poorly understood, **Vera Novak, MD, PhD**, from the Beth Israel Deaconess Medical Center, has made novel clinical breakthroughs in this field of medicine through two American Diabetes Association-supported research projects.

Dr. Novak has established strong links between diabetes, inflammation and blood flow within the brain. She has also confirmed the correlation between the hallmarks of type 2 diabetes, brain atrophy and cognitive decline in aging adults. Dr. Novak's work may contribute to new strategies to prevent or treat functional or cognitive decline in people with diabetes.

Mayor Pendergrass, research like this needs funding. That's why your support during our **2013 Annual Appeal** is vitally essential.

Because you've told us you've been touched by diabetes, you'll be pleased to know that your generosity will also help provide support programs and services to communities in California and all across America.

*(over, please)*

What's more, sending your generous gift before our Annual Appeal ends will help us continue fighting for you to ensure that all Americans living with diabetes have the same rights and access to services as those without the disease.

Finally, your Annual Appeal gift will also raise awareness among the public concerning how diabetes severely impacts our lives today – and threatens our children's futures.

Every 17 seconds, another American – perhaps one of your friends, neighbors, or even a loved one – is diagnosed with diabetes. Diabetes puts them at risk for deadly complications that include heart disease, stroke, high blood pressure, kidney failure, amputation and blindness.

Your tax-deductible donation will do so much to help the American Diabetes Association advance research, advocacy, education and public awareness to STOP DIABETES® once and for all. Please be generous! Thank you!

Best personal regards,



Larry Hausner  
Chief Executive Officer

P.S. Our **2013 Annual Appeal** ends in just a few weeks. If you possibly can, please send a gift of any amount to help families affected by diabetes in your state and around the nation. Thanks again!



*The American Diabetes Association meets all the standards for charity accountability as set forth by the Better Business Bureau, including fair and honest solicitation practices, ethical conduct, and the advancement of its philanthropic goals.*



**AGENDA ITEM**

**5J**

---

August 13, 2013

SAND CITY STAFF REPORT

TO: City Council Members  
Steve Matarazzo, City Administrator

FROM: Leon Gomez, City Engineer

SUBJECT: Authorization to issue Storm Water Inspection & Maintenance Services (SWIMS) for periodic removal of sediment from Interceptor Tanks 1 & 2 in the Sand Dollar Center and Interceptors 3 & 4 located on the North side of Playa Avenue adjacent to the Edgewater Center

1. The maintenance work described herein is to pump, remove, and dispose of residual storm water and contaminated sludge and silt from the 4 storm water interceptors located at the Edgewater and Sand Dollar shopping centers. Interceptors 1 & 2 are located in an easement within the Sand Dollar Center Parking Area and Interceptors 3 & 4 are located on the north side of Playa Avenue. This operation is required approximately every 3 years to keep the interceptors functioning properly.
2. The issuance to perform these services is provided for in Resolution SC 13-59 adopted July 2, 2013 renewing the 3-year Interceptor Maintenance contract with SWIMS which states: "When required, because of the accumulation of sediment in the tanks, dewater and remove said sediments and submit a proposed change order describing said services to the City Engineer for consideration and approval by the City Administrator. To minimize the cost of said work, this additional servicing work shall be scheduled in conjunction with the routine maintenance servicing work." The last sediment removal similar to the proposed work described above occurred in July, 2010.
3. SWIMS has submitted a quote for the work described totaling \$36,578.00. The FY 2013-2014 budget line item 5010-20 provides \$50,000 to cover this expense.

**Recommendation:**

1. Authorize the City Administrator to approve the attached Resolution for sediment removal services.

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2013**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
AUTHORIZING STORM WATER MAINTENANCE AND INSPECTION SERVICES  
(SWIMS) FOR REQUIRED MAINTENANCE INCLUDING SEDIMENT REMOVAL IN  
INTERCEPTOR TANKS 1,2,3 AND 4  
IN THE CITY OF SAND CITY, CALIFORNIA**

**WHEREAS**, the City is in need of a continuing service maintenance contract to perform maintenance services on the four storm water interceptor tanks located in the Sand Dollar Center parking area and within the Playa Avenue right of way; and

**WHEREAS**, Storm Water Inspection and Maintenance Services (SWIMS) has been providing semi-annual maintenance services for the four interceptor tanks since 1997; and

**WHEREAS**, there is a potential health hazard and hazard to the groundwater percolation system if proper maintenance is not provided; and

**WHEREAS**, to reduce these potential hazards and be in compliance with the objectives of the Storm Water Management Program it is necessary to remove sediment from the interceptors, and dispose the sediment in accordance with EPA requirements approximately every 3 years; and

**WHEREAS**, Storm Water Inspection and Maintenance Services (SWIMS) has the necessary equipment and staff to perform the required maintenance services described in the attached Exhibit "A" and has submitted a proposal in the amount \$36,578.00 for sediment removal; and

**WHEREAS**, The FY 2013-2014 budget line item 5010-20 provides \$50,000 to cover this expense.

**WHEREAS**, these services are a continuation of SWIMS services provided under resolution SC 13-59, 2013.

**Sand City Resolution SC \_\_\_\_\_, 2013**

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

1. That the City Administrator is authorized and directed to execute the Resolution under the existing contract with SWIMS.

**PASSED AND ADOPTED** by the City Council of Sand City on this \_\_\_\_\_ day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
David K. Pendergrass, Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Scholink

**AGENDA ITEM  
7A**



## Memorandum

**To:** City Council  
**From:**  
**Meeting Date:** August 20, 2013  
**Subject:** 2013 Regional Development Impact Fee Update

---

### RECOMMENDED ACTION:

**APPROVE** Resolution SC \_\_\_\_, 2013 to update the fee schedule for the Regional Development Impact Fees.

### SUMMARY:

The Transportation Agency for Monterey County is required to update the Regional Development Impact Fee program once every five years. The regional fee update includes revisions to the regional travel forecast model, general plan updates, project financing, and population growth projections that have occurred since the program started in August 2008. The Transportation Agency Board of Directors acting as the Regional Development Impact Fee Joint Powers Agency, of which the City is a member, approved the updated fee schedule on June 26, 2013. This resolution is to update the regional fees as part of the City's code.

### FINANCIAL IMPACT:

Over 20 years, the draft Regional Development Impact Fee program is expected to generate \$129 million for regional transportation improvement projects. There is no financial impact to the City.

### DISCUSSION:

The Regional Development Impact Fee program was adopted by the Transportation Agency Board of Directors in August 2008. As part of the Joint Powers Agreement that established the program, the agency is required to update the fee program once every five years. The initial step of the update process was to run the regional travel demand forecast model to identify the base year (2013) and horizon year (2030) travel conditions, and the number of new trips generated between those years. The regional travel demand model has undergone several iterations since the regional fees were initially calculated. The currently available version of the model forecasts considerably fewer trips than from the 2007 regional fee nexus study, with the majority of trip reductions coming from the Greater Salinas and South County zones.

With the modeling and deficiency analysis complete, agency staff used the project list from the 2007 regional fee as a starting point to identify transportation improvement projects that would be

necessary to address horizon year impacts to regional roadways. From the original list of seventeen projects, there were several updates:

1. **US-101 Widening through Salinas:** The Westside Bypass project was originally included in the regional fee program as an alternative to widening US-101 through Salinas. The City of Salinas has since made US-101 widening a priority project and requested that this project be included and the Westside Bypass be removed. Both projects cost the same and address the same impacts to US-101, so there is no net change.
2. **County Projects:** The County requested that three north county projects be included with the regional fee: G11 (San Juan Road), G12 (San Miguel Canyon) and Salinas Road.
3. **South County Interchanges:** These projects are phased at 70% of the total project cost.
4. **US 101 / San Juan Road Interchange:** This project has been fully funded up to the regional fee threshold and was removed from the list of projects.
5. **Del Monte Corridor:** Improvements to Lighthouse Avenue were removed from this project and the cost was adjusted accordingly.

With these adjustments to the project list, the total cost of all projects is \$820 million (consistent with the 2007 study total of \$871 million). Of that amount, the draft regional fees would fund \$118 million plus expenses for transit capacity and administrative costs, which brings the total to \$129 million. This amount is less than the 2007 regional fee fund estimate of \$216 million in revenues due to the aforementioned reduction in new vehicle trips.

The Transportation Agency Board of Directors acting as the Regional Development Impact Fee Joint Powers Agency, of which the City is a member, approved the updated fee schedule on June 26, 2013. This resolution is to update the regional fees as part of the City's code.

**--- OPTIONAL DISCUSSION FOR SALINAS VALLEY CITIES ---**

At the May 22<sup>nd</sup> Transportation Agency Board meeting, agency staff presented the updated fee schedule in draft form with several scenario options. The City of Soledad requested additional time to meet with agency staff to discuss options for reducing the regional fees in the South County zone. Agency staff met with representatives from the Salinas Valley on May 28<sup>th</sup> and presented them with an alternative of phasing the US-101 interchange projects in their cities to address their concerns over the level of the updated regional fees.

By phasing the interchange projects to 70% of the total project costs, the baseline regional fees for the South County zone would remain the same as present levels. This proposal would not remove any projects from the fee program, allowing the program to continue to serve as mitigation, and maintain a consistent level of regional fees in the South County zone. After factoring in the credit that each city receives for overlap with their local fee programs, the regional fees for the South County zone would be lower with this proposal than present levels.

The cities met again on June 12<sup>th</sup> to discuss TAMC staff's proposal and indicated their support for the project phasing. The attached documents for approval related to the regional fee update take the project phasing for the US-101 interchange projects in the South County into account.

Approved by: \_\_\_\_\_ Date signed: \_\_\_\_\_  
 Consent Agenda Counsel Review: Yes  
 Attachment: Resolution SC \_\_\_\_, 2013

**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2013**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAND CITY UPDATING THE REGIONAL DEVELOPMENT IMPACT FEES**

**WHEREAS**, the Council of the City of Sand City ("City") has adopted Ordinance No. 08-03 ("Ordinance") establishing a Regional Development Impact Fee ("RDIF") to be paid by new development within the City to fund, in part, the cost of regional transportation improvements needed to accommodate new development of land within the county; and

**WHEREAS**, the Council of the City has authorized the execution and delivery of a Joint Powers Agreement ("JPA") establishing the Regional Development Impact Fee Agency ("RDIF Agency") to coordinate the activities of the parties to the JPA in connection with the collection, transmittal and expenditure of Regional Development Impact Fees; and

**WHEREAS**, the City is a voting member of the RDIF Agency Board of Directors; and

**WHEREAS**, the Transportation Agency for Monterey County, acting as the designated RDIF Agency, has completed the statutorily required five-year update to the Regional Development Impact Fee program, which was unanimously approved by the RDIF Agency Board of Directors on June 26, 2013; and

**WHEREAS**, the Council of the City deems it necessary and appropriate to update the RDIF as provided in this Resolution.

**NOW, THEREFORE**, the Council of the City does hereby resolve as follows:

Section 1. Amount of Regional Development Impact Fee (RDIF). The amount of RDIF shall be as provided in Exhibit "A" hereto. The amount of RDIF shall be subject to automatic and discretionary modifications as provided in the JPA and subsequent resolutions of this Council.

Section 2. Effective Date. This Resolution shall take effect upon approval.

**PASSED AND ADOPTED** by the Sand City Council on this \_\_\_\_\_ day of August, 2013 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
David K. Pendergrass, Mayor

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



# Exhibit A

## Regional Development Impact Fees Fee Schedule By Land Use

| LAND USE DESIGNATION                          | TRIP RATES    | NORTH COUNTY   | GREATER SALINAS | PENINSULA / SOUTH COAST | SOUTH COUNTY   |
|---|---------------|----------------|-----------------|-------------------------|----------------|
| <b>Residential Average (Dwelling Unit)</b>    |               |                |                 |                         |                |
| Single-Family                                 | 9.57          | \$4,399        | \$3,130         | \$2,004                 | \$4,466        |
| Single-Family (Moderate Income)               | 7.47          | \$3,434        | \$2,443         | \$1,564                 | \$3,486        |
| Single-Family (Low Income)                    | 5.52          | \$2,538        | \$1,805         | \$1,156                 | \$2,576        |
| Apartment                                     | 6.72          | \$3,089        | \$2,198         | \$1,407                 | \$3,136        |
| Apartment (Moderate Income)                   | 5.25          | \$2,411        | \$1,715         | \$1,098                 | \$2,448        |
| Apartment (Low Income)                        | 3.88          | \$1,782        | \$1,268         | \$811                   | \$1,809        |
| Condo/Townhome                                | 5.86          | \$2,694        | \$1,916         | \$1,227                 | \$2,734        |
| Condo/Townhome (Moderate Income)              | 4.57          | \$2,103        | \$1,496         | \$958                   | \$2,134        |
| Condo/Townhome (Low Income)                   | 3.38          | \$1,554        | \$1,105         | \$708                   | \$1,577        |
| Multi-Family / Auxiliary Unit                 | 3.71          | \$1,705        | \$1,213         | \$777                   | \$1,731        |
| Senior Housing                                | 3.71          | \$1,705        | \$1,213         | \$777                   | \$1,731        |
| <b>TOTAL</b>                                  | <b>44.32</b>  | <b>\$4,847</b> | <b>\$3,813</b>  | <b>\$4,297</b>          | <b>\$6,109</b> |
| <b>Retail (Square Feet)</b>                   |               |                |                 |                         |                |
| Building Materials and Lumber Store           | 45.16         | \$4,939        | \$3,885         | \$4,379                 | \$6,225        |
| Free-Standing Discount Superstore             | 49.21         | \$5,382        | \$4,234         | \$4,772                 | \$6,783        |
| Specialty Retail Center                       | 44.32         | \$4,847        | \$3,813         | \$4,297                 | \$6,109        |
| Free-Standing Discount Store                  | 56.02         | \$6,127        | \$4,820         | \$5,432                 | \$7,722        |
| Hardware/Paint Store                          | 51.29         | \$5,610        | \$4,413         | \$4,973                 | \$7,070        |
| Nursery (Garden Center)                       | 36.08         | \$3,946        | \$3,104         | \$3,498                 | \$4,973        |
| Nursery (Wholesale)                           | 39.00         | \$4,265        | \$3,355         | \$3,782                 | \$5,376        |
| Shopping Center                               | 42.94         | \$4,696        | \$3,694         | \$4,164                 | \$5,919        |
| Factory Outlet Center                         | 26.59         | \$2,908        | \$2,288         | \$2,578                 | \$3,665        |
| New Car Sales                                 | 33.34         | \$3,646        | \$2,868         | \$3,233                 | \$4,596        |
| Automobile Parts Sales                        | 61.91         | \$6,771        | \$5,326         | \$6,003                 | \$8,534        |
| Tire Store                                    | 24.87         | \$2,720        | \$2,140         | \$2,412                 | \$3,428        |
| Tire Superstore                               | 20.36         | \$2,227        | \$1,752         | \$1,974                 | \$2,806        |
| Supermarket                                   | 102.24        | \$11,182       | \$8,796         | \$9,914                 | \$14,093       |
| Discount Supermarket                          | 96.82         | \$10,589       | \$8,330         | \$9,388                 | \$13,346       |
| Discount Club                                 | 41.80         | \$4,572        | \$3,596         | \$4,053                 | \$5,762        |
| Home Improvement Superstore                   | 29.80         | \$3,259        | \$2,564         | \$2,890                 | \$4,108        |
| Electronics Superstore                        | 45.04         | \$4,926        | \$3,875         | \$4,367                 | \$6,208        |
| Discount Home Furnishing                      | 47.81         | \$5,229        | \$4,113         | \$4,636                 | \$6,590        |
| Apparel Store                                 | 66.40         | \$7,262        | \$5,713         | \$6,438                 | \$9,153        |
| Arts and Crafts Store                         | 56.55         | \$6,185        | \$4,865         | \$5,483                 | \$7,795        |
| Pharmacy/Drugstore (no Drive-Thru)            | 90.06         | \$9,850        | \$7,748         | \$8,733                 | \$12,414       |
| Pharmacy/Drugstore (Drive-Thru)               | 88.16         | \$9,642        | \$7,585         | \$8,548                 | \$12,152       |
| Furniture Store                               | 5.06          | \$0,553        | \$0,435         | \$0,491                 | \$0,697        |
| Quality Restaurant                            | 89.95         | \$9,84         | \$7,74          | \$8,72                  | \$12,40        |
| High Turnover (Sit-down) Restaurant           | 127.15        | \$13,91        | \$10,94         | \$12,33                 | \$17,53        |
| Fast Food (Stand-Alone)                       | 496.12        | \$54,26        | \$42,68         | \$48,11                 | \$68,39        |
| Fast Food (w/ Non-Auto)                       | 127.00        | \$58,38        | \$41,53         | \$26,59                 | \$59,26        |
| Fast Food (Shopping Center Pad)               | 77.00         | \$35,40        | \$25,18         | \$16,12                 | \$35,93        |
| Fast Food (Shopping Center w/ Non-Auto)       | 52.00         | \$23,90        | \$17,01         | \$10,89                 | \$24,26        |
| <b>TOTAL</b>                                  | <b>37.672</b> | <b>\$4,120</b> | <b>\$3,241</b>  | <b>\$3,653</b>          | <b>\$5,193</b> |
| <b>Office (Square Feet)</b>                   |               |                |                 |                         |                |
| General Office                                | 11.01         | \$5,061        | \$3,601         | \$2,305                 | \$5,137        |
| Single Tenant Office Building                 | 11.57         | \$5,319        | \$3,784         | \$2,422                 | \$5,399        |
| Medical-Dental Office Building                | 36.13         | \$16,609       | \$11,816        | \$7,564                 | \$16,859       |
| Office Park                                   | 11.42         | \$5,250        | \$3,735         | \$2,391                 | \$5,329        |
| Business Park                                 | 12.76         | \$5,866        | \$4,173         | \$2,671                 | \$5,954        |
| <b>TOTAL</b>                                  | <b>8.808</b>  | <b>\$4,049</b> | <b>\$2,881</b>  | <b>\$1,844</b>          | <b>\$4,110</b> |
| <b>Industrial / Agriculture (Square Feet)</b> |               |                |                 |                         |                |
| Light Industrial                              | 6.97          | \$3,204        | \$2,279         | \$1,459                 | \$3,252        |
| Heavy Industrial                              | 1.50          | \$0,690        | \$0,491         | \$0,314                 | \$0,700        |
| Warehouse                                     | 4.96          | \$2,280        | \$1,622         | \$1,038                 | \$2,314        |
| Manufacturing                                 | 3.82          | \$1,756        | \$1,249         | \$0,800                 | \$1,782        |
| <b>TOTAL</b>                                  | <b>6.27</b>   | <b>\$2,884</b> | <b>\$2,051</b>  | <b>\$1,313</b>          | <b>\$2,927</b> |
| <b>Lodging (Room)</b>                         |               |                |                 |                         |                |
| Hotel   | 8.17          | \$9,756        | \$2,672         | \$1,710                 | \$3,812        |
| Motel   | 5.63          | \$2,588        | \$1,841         | \$1,179                 | \$2,627        |
| <b>TOTAL</b>                                  | <b>6,945</b>  | <b>\$3,192</b> | <b>\$2,271</b>  | <b>\$1,454</b>          | <b>\$3,240</b> |
| <b>Fee per Trip</b>                           |               | <b>\$460</b>   | <b>\$327</b>    | <b>\$209</b>            | <b>\$467</b>   |


| IN/FILL RATES | NORTH COUNTY  | GREATER SALINAS | PENINSULA / SOUTH COAST | SOUTH COUNTY   |
|---------------|---------------|-----------------|-------------------------|----------------|
| 8.61          | \$3,959       | \$2,817         | \$1,803                 | \$4,019        |
| 6.72          | \$3,091       | \$2,199         | \$1,408                 | \$3,137        |
| 4.97          | \$2,284       | \$1,625         | \$1,040                 | \$2,318        |
| 6.05          | \$2,780       | \$1,978         | \$1,266                 | \$2,822        |
| 4.72          | \$2,170       | \$1,544         | \$988                   | \$2,203        |
| 3.49          | \$1,604       | \$1,141         | \$730                   | \$1,628        |
| 5.27          | \$2,424       | \$1,725         | \$1,104                 | \$2,461        |
| 4.12          | \$1,892       | \$1,346         | \$862                   | \$1,921        |
| 3.04          | \$1,398       | \$995           | \$637                   | \$1,419        |
| 3.34          | \$1,535       | \$1,092         | \$699                   | \$1,558        |
| 3.34          | \$1,535       | \$1,092         | \$699                   | \$1,558        |
| <b>TOTAL</b>  | <b>37.672</b> | <b>\$4,120</b>  | <b>\$3,241</b>          | <b>\$3,653</b> |
| <b>TOTAL</b>  | <b>38.39</b>  | <b>\$4,198</b>  | <b>\$3,302</b>          | <b>\$3,722</b> |
| 41.83         | \$4,575       | \$3,599         | \$4,056                 | \$5,766        |
| 37.67         | \$4,120       | \$3,241         | \$3,653                 | \$5,193        |
| 47.62         | \$5,208       | \$4,097         | \$4,617                 | \$6,564        |
| 43.60         | \$4,768       | \$3,751         | \$4,227                 | \$6,009        |
| 30.67         | \$3,354       | \$2,638         | \$2,974                 | \$4,227        |
| 33.15         | \$3,626       | \$2,852         | \$3,214                 | \$4,570        |
| 36.50         | \$3,992       | \$3,140         | \$3,539                 | \$5,031        |
| 22.60         | \$2,472       | \$1,944         | \$2,192                 | \$3,115        |
| 28.34         | \$3,099       | \$2,438         | \$2,748                 | \$3,906        |
| 52.62         | \$5,755       | \$4,527         | \$5,103                 | \$7,254        |
| 21.14         | \$2,312       | \$1,819         | \$2,050                 | \$2,914        |
| 17.31         | \$1,893       | \$1,489         | \$1,678                 | \$2,386        |
| 86.90         | \$9,505       | \$7,477         | \$8,427                 | \$11,979       |
| 82.30         | \$9,001       | \$7,080         | \$7,980                 | \$11,344       |
| 35.53         | \$3,886       | \$3,057         | \$3,445                 | \$4,898        |
| 25.33         | \$2,770       | \$2,179         | \$2,456                 | \$3,492        |
| 38.28         | \$4,187       | \$3,294         | \$3,712                 | \$5,277        |
| 40.64         | \$4,445       | \$3,496         | \$3,941                 | \$5,602        |
| 56.44         | \$6,173       | \$4,856         | \$5,473                 | \$7,780        |
| 48.07         | \$5,257       | \$4,135         | \$4,661                 | \$6,626        |
| 76.55         | \$8,372       | \$6,586         | \$7,423                 | \$10,552       |
| 74.94         | \$8,196       | \$6,447         | \$7,266                 | \$10,329       |
| 4.30          | \$0,470       | \$0,370         | \$0,417                 | \$0,593        |
| 76.46         | \$8,36        | \$6,58          | \$7,41                  | \$10,54        |
| 108.08        | \$11,82       | \$9,30          | \$10,48                 | \$14,90        |
| 421.70        | \$46,12       | \$36,28         | \$40,89                 | \$58,13        |
| 107.95        | \$11,81       | \$9,29          | \$10,47                 | \$14,88        |
| 65.45         | \$7,16        | \$5,63          | \$6,35                  | \$9,02         |
| 44.20         | \$4,83        | \$3,80          | \$4,29                  | \$6,09         |
| <b>TOTAL</b>  | <b>8.808</b>  | <b>\$4,049</b>  | <b>\$2,881</b>          | <b>\$1,844</b> |
| 9.256         | \$4,255       | \$3,027         | \$1,938                 | \$4,319        |
| 28.904        | \$13,287      | \$9,453         | \$6,051                 | \$13,487       |
| 9.136         | \$4,200       | \$2,988         | \$1,913                 | \$4,263        |
| 10,208        | \$4,693       | \$3,338         | \$2,137                 | \$4,763        |
| <b>TOTAL</b>  | <b>6.27</b>   | <b>\$2,884</b>  | <b>\$2,051</b>          | <b>\$1,313</b> |
| 1.35          | \$0,621       | \$0,441         | \$0,283                 | \$0,690        |
| 4.46          | \$2,052       | \$1,460         | \$0,935                 | \$2,083        |
| 3.44          | \$1,580       | \$1,124         | \$0,720                 | \$1,604        |
| <b>TOTAL</b>  | <b>6,945</b>  | <b>\$3,192</b>  | <b>\$2,271</b>          | <b>\$1,454</b> |
| 4,7855        | \$2,200       | \$1,565         | \$1,002                 | \$2,233        |

**AGENDA ITEM  
9A**

**CITY OF SAND CITY**  
staff memorandum

DATE: August 13, 2013 (for City Council/Successor Agency Meeting of August 20, 2013)

TO: Successor Agency Board

FROM: Executive Director 

SUBJECT: Consideration of Interim Use of the Carroll Property, 525 Ortiz Avenue

---

In accordance with redevelopment dissolution law (AB 1484) , any interim use and/or disposition of property held by the successor agency must be approved by the Successor Agency and its Oversight Board. Regarding the Carroll Property, located at 525 Ortiz Avenue, the property was purchased with tax-exempt bonds for the purpose of providing public parking in a parking deficient area of Sand City, as recognized by the 2004 West End Parking and Urban Design Plan. Parking is still a problem in most of the West End due to small lot development for commercial uses that, over time, have become successful and need more area for tenant parking and/or customer parking. One of those businesses is Illusions of Grandeur where parking is problematic given their service fleet needs and large trucks they use for business purposes.

It is **RECOMMENDED** that at least until the Long Term Property management plan has been approved by the Oversight Board and the Department of Finance that the Carroll property be used for such things as overflow parking for the West End Event and the special parking needs of nearby businesses. A nominal monthly fee could also be charged by the Successor Agency for such purposes. (See attached resolution of approval.)

ATTACHMENT: Draft Resolution of Approval

**CITY OF SAND CITY SUCCESSOR AGENCY**

**RESOLUTION SA \_\_\_\_\_, 2013**

**RESOLUTION OF THE CITY OF SAND CITY, SERVING AS THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, APPROVING ALL PUBLIC USES AS INTERIM USES ALLOWED ON THE CARROLL PROPERTY, 525 ORTIZ AVENUE**

**WHEREAS**, the Redevelopment Dissolution Act (AB x1 26 and AB 1484) requires successor agency property land use and disposition to be approved by its Oversight Board prior to allowing any new use of its properties; and

**WHEREAS**, property known as the Carroll Property, located at 525 Ortiz Avenue, is property held by the Sand City Successor Agency and whose initial use was to be for public parking; and

**WHEREAS**, disposition of the Carroll property has yet to be determined, pending the completion of a long term property management plan (LTPMP) to be approved by the Oversight Board and the Department of Finance; and

**WHEREAS**, the Carroll property was purchased with the proceeds from tax exempt bonds, requiring public uses for the property; and

**WHEREAS**, from time-to-time many public uses may arise within the vicinity of the Carroll property such as allowing its use for overflow parking and parking in general in an area where parking deficiencies have been officially recognized by Sand City planning efforts; and

**WHEREAS**, the Sand City Successor Agency, during an interim period between August, 2013 and the time by which the LTPMP is required, desires to allow all public uses, subject to its discretion and that of the Oversight Board, to be allowed on the Carroll property, including, but not limited to, public parking and parking for nearby businesses.

**NOW, THEREFORE, BE IT RESOLVED** that until the LTPMP has been approved by the Department of Finance, the Carroll property shall be available for all public uses, including public parking and overflow parking for nearby businesses, subject to the final review and approval of the Sand City Oversight Board.

**PASSED AND ADOPTED** by the Sand City Successor Agency to the Former Redevelopment Agency on this 20<sup>th</sup> day of August, 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Linda Scholink, City Clerk

\_\_\_\_\_  
David K. Pendergrass, Mayor

**AGENDA ITEM  
9B**



2013 BIG SUR FOOD  
AND WINE FESTIVAL

NOVEMBER 07 5:30P-9P

**BUY TICKETS!**

Advance purchase price of \$95 through  
September 15th. \$125 thereafter.

# GATEWAY TO BIG SUR

HYATT CARMEL HIGHLANDS

Indulge in the Gateway to Big Sur at Hyatt Carmel Highlands. The opening event of the 2013 Big Sur Food and Wine Festival is not to be missed. Sip, savor and engage with over **forty wineries** and **twenty chefs** all coming together under the timbers and stunning views of this iconic gathering place perched on the edge of the World. Tickets go on sale August 15th and are available through *Eventbrite.com*.

**HYATT**  
CARMEL  
HIGHLANDS  
BIG SUR COAST

## CALIFORNIA AMERICAN WATER ANNOUNCES NEW WATER RATES FOR BUSINESSES

**IMPORTANT SURVEY BEING SENT BY MAIL THIS WEEK THAT WILL  
DETERMINE HOW MUCH NON-RESIDENTIAL CUSTOMERS ARE BILLED  
RESPONSE DEADLINE: SEPTEMBER 25**

[CLICK HERE FOR MORE INFORMATION](#)

THE MONTEREY PENINSULA CHAMBER OF COMMERCE PRESENTS  
**ANNUAL LEADERSHIP LUNCHEON**



THURSDAY, SEPTEMBER 26, 2013 | 11:30AM TO 1:30PM  
HYATT REGENCY MONTEREY HOTEL AND SPA | 1 OLD GOLF COURSE ROAD | MONTEREY

Chamber members and community leaders are invited to join us for lunch with a powerhouse panel of federal, state and local public officials who will brief us on key legislation, new businesses and projects, public safety, hot issues, and their efforts to improve the competitive edge for local businesses.

**CONFIRMED PANELISTS INCLUDE:**

Congressman Sam Farr, U.S. House of Representatives, 17th Congressional District  
Senator Bill Monning, State of California, 17th Senate District  
Assemblymember Mark Stone, State of California, 29th Assembly District  
Supervisor Louis Calcagno, Monterey County District 1 • Supervisor Jane Parker, Monterey County District 4  
Supervisor Dave Potter, Monterey County District 5 • Sheriff Scott Miller, Monterey County Office of the Sheriff  
Mayor Jerry Edelen, City of Del Rey Oaks • Mayor Bruce Delgado, City of Marina  
Mayor Chuck Della Sala, City of Monterey • Mayor Bill Kampe, City of Pacific Grove • Mayor Joe Gunter, City of Salinas  
Mayor David K. Pendergrass, City of Sand City • Mayor Ralph Rubio, City of Seaside

**REGISTRATION & NETWORKING: 11:30 am to 12:00 pm | LUNCH & PROGRAM 12:00 to 1:30 pm**

Presented By



**Rabobank**

[CLICK HERE TO RSVP](#)

**To advertise in our next edition of Member2Member, call Judy at 831.648.5388.**

Monterey Peninsula Chamber of Commerce

[www.montereychamber.com](http://www.montereychamber.com) | [communications@montereychamber.com](mailto:communications@montereychamber.com)



[Forward email](#)

SafeUnsubscribe



This email was sent to [connie@sandcity.org](mailto:connie@sandcity.org) by [communications@montereychamber.com](mailto:communications@montereychamber.com)  
[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).  
Monterey Peninsula Chamber of Commerce | 30 Ragsdale Drive, Suite 200 | Monterey | CA | 93940