



REGULAR MEETING

SAND CITY COUNCIL

AND

**SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY**

SAND CITY COUNCIL CHAMBERS

TUESDAY, SEPTEMBER 1, 2020

5:30 P.M.

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

Regular Meeting – September 1, 2020
5:30 P.M.

**THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THE
GOVERNOR’S EXECUTIVE ORDER N-29-20 ALLOWING FOR A DEVIATION OF
TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.**

**TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:
<https://us02web.zoom.us/j/4417277342>
Meeting ID: 441 727 7342#**

**To participate telephonically by calling the number below:
(669) 900-6833**

**Meeting ID: 441 727 7342#
If prompted to enter a participant ID, press #**

How to submit written Public Comments:

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

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

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

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the Brown Act at the number provided above.

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- 1. ROLL CALL**
 - 2. ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF**

3. PUBLIC COMMENT

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.

If you need assistance, please advise the City Clerk in advance as to which item you would like to comment on and the City will assist you with arrangements.

4. CONSENT CALENDAR

- A. Approval of August 18, 2020 Sand City Council Regular Meeting Minutes
- B. Approval of City RESOLUTION Amending Appendix "A" to the City of Sand City's Conflict of Interest Code Set Forth in Chapter 2.20 of the Sand City Municipal Code
- C. Acceptance of 2020 League of California Cities Annual Conference Resolutions Packet

5. CONSIDERATION OF ITEMS PULLED FROM THE CONSENT CALENDAR

6. PUBLIC HEARING

- A. Consideration of City RESOLUTION Approving Coastal Development Permit 20-02 for Fredericka Smith Authorizing an Art Studio and Henna Service Business within the Commercial Unit at 490-D Orange Avenue

7. NEW BUSINESS

- A. Consideration of City RESOLUTION Adopting the 2019 Monterey Peninsula, Carmel Bay and South Monterey Bay Integrated Regional Water Management Plan Update and Authorizing the City Manager to Execute A Reimbursement Agreement with the Monterey Peninsula Water Management District in order to Receive Proposition 1 Integrated Regional Water Management Implementation Grant Funds to Support the West End Stormwater Improvement Project On Catalina Street
- B. Consideration and Selection of Mural Submissions as a result of the "Call for Arts" for the West End
- C. Discussion and Approval of Mock-ups as part of the we. Murals 2020
- D. Comments by Council Members on Meetings and Items of interest to Sand City
- E. Upcoming Meetings/Events

8. ADJOURNMENT

Next Scheduled Council Meeting:
Tuesday, September 15, 2020
5:30 P.M.
Telephonic meeting:
Dial-in number: (669) 900-6833
Access code: 441 727 7342#

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

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

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 222, or give your written request to the City Clerk at One Pendergrass Way, Sand City, CA 93955 at least 12 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation

AGENDA ITEM

2

Announcement
by Mayor

Stephen Padilla, Chair
Honorable Coastal Commissioners
California Coastal Commission
455 Market Street, Suite 228
San Francisco, CA 94105

Re: California American Water's Monterey Peninsula Water Supply Project

Dear Chair Padilla and Commissioners:

The Monterey Peninsula's water supply shortage has had serious and negative impacts across Monterey County and the communities we serve. This decades long shortage can finally be resolved with approval and implementation of all portions of the Monterey Peninsula Water Supply Project (MPWSP).

Your Commission can assist our area by approving a permit for the slant wells necessary for the desal plant portion of the MPWSP. The desal plant is a critical component of the only water project being proposed that will bring sufficient additional water to the Peninsula to enable us to address our severe housing shortage.

For 10 years we have had a moratorium on new water connections that has prevented Peninsula cities from meeting their regional housing needs requirements. Needed affordable housing is being built only in the Salinas Valley and North Monterey County, and this forces long commutes for the large hospitality workforce with jobs on the Monterey Peninsula. The moratorium on new connections can, by law, only be lifted when a permanent new supply is available to replace a portion of pumping from the Carmel River.

Those opposing the desal portion of the MPWSP appear to see this as a battle over growth. But without an adequate, permanent, drought-proof water supply, local governments cannot even implement their adopted and CEQA-approved General Plans. Meaningful numbers of new affordable housing units will not be possible without a new permanent and adequate water supply. Therefore, limiting the region's water supply below what the California Public Utilities Commission determined was needed will be uniquely borne by low-income individuals who will not have housing prospects on the Peninsula and associated coastal access opportunities.

Opponents of the desal portion of the MPWSP state that it harms the groundwater in Marina where the source water intake wells will be located. Since 2012, this project has been studied, analyzed and reviewed, and it has approved EIR and EIS documents. An independent analysis conducted by the State Water Resources Control Board and studies by your own agency's consultants found the opponents' claims to be unsubstantiated. In fact, the findings of the EIR/EIS were upheld, when challenged by project opponents, by the California Supreme Court.

The diversity of the MPWSP is one of its greatest strengths. It includes recycled water from Pure Water Monterey, aquifer storage and recovery when there is enough seasonal rainfall, and desal. But without desal, over 60% of the Peninsula's water supply would depend on recycled water and climate dependent

rainfall and this poses great risk to the security, stability, health and economic vitality of our community. Moreover, in order to show there is enough supply to meet current water demands, those arguing for expanding recycled water as an alternative to desal assume nearly 100% supply reliability, which is not a realistic assumption and counter to prudent water supply planning.

For that very reason the desal project was designed with redundant wells that conservatively ensure there is a back-up in case something goes wrong. The recycled water project provides no such protection – everything must work exactly as planned all the time, or its supply projections cannot be met. That is a gamble that puts the entire region at risk both environmentally and economically, and is one of the fundamental reasons that the Public Utilities Commission concluded that only recycled water plus desal could provide a long-term water solution for the Peninsula.

We are looking to your Commission for wisdom and guidance for a community that has for too long battled over water rather than fixing the problem. Our tourism-based economy has been ravaged by the COVID-19 pandemic. As we do the hard work of rebuilding, a reliable and adequate water supply must be available.

We urge your approval of the permit for the desal slant wells, we thank you for your consideration and gladly offer our time to answer any questions or meet with you on this critical topic.

Sincerely,

Ccs:

Jack Ainsworth, Executive Director
Alison Dettmer, Deputy Director
Tom Luster, Senior Environmental Scientist

MEMO



To: Honorable Mayor and City Council Members

From: Aaron Blair, City Manager

Date: August 27, 2020 (Meeting Date: September 1, 2020)

Re: City Manager Update

Committee Meetings:

1. The Budget and Personnel Committee held a meeting on 8/27 to review the following closed session items;
 - Conference with Labor Negotiator (Cal.Gov.Code §54957.6) Position: City Attorney
 - Conference with Labor Negotiator (Cal.Gov.Code §54957.6) Unrepresented Employees: Miscellaneous positions.
 - Public Employee Performance Evaluation (Cal.Gov.Code §54957) Unrepresented Employees: Miscellaneous positions
 - Public Employee Appointment (Cal.Gov.Code §54957) Position: City Clerk

These items will be forwarded to the City Council to be considered at the 9/15 and/or 10/6 meeting.

2. The Art Committee held a meeting on 8/27 to review 4 we. murals mock-ups, and 9 local call for artists submissions. These items will be forwarded to the City Council to be considered at the 9/15 meeting.

City CIP Projects:

1. Electrical Upgrades. We moved forward with the load study on 8/21 for our electrical services. This study will allow us to determine the most efficient way to move forward with the upgrades.
2. Catalina Stormwater Grant. Chuck, Leon, Vibeke, and I met on 8/21 to go over the documents and agreements that need to be executed in order to move forward with the grant process. We were notified that we have been approved for up to \$972,400! Great project!
3. Calabrese Park. We received confirmation on 8/25 that we have been awarded \$177,952 from CA State Parks to renovate the park equipment, soft surface upgrades, fencing, and a couple other improvements. Shelby did a great job on this grant! Mark Parker and I will meet to establish a timeline and process to implementation.

Sustainable Transportation Plan

1. Chuck, Leon, and I had a progress meeting on 8/20 with EMC staff, and to discuss the Technical Advisory Committee meeting that was held on 8/13. The Sustainable Transportation Plan will address pedestrian, bicycle, disabled, and transit mobility within Sand City, as well as connections to the neighboring City of Seaside and the Fort Ord Dunes State Park. Given the current COVID-19 pandemic situation, they have put together a virtual walking tour of Sand City. The virtual walking tour is essentially a map that you can use to get acquainted with the current conditions within the City and identify transportation/mobility connections or deficiencies. Feel free to take the tour at your own pace and please provide any comments/feedback you may have. Tour link:
<https://www.google.com/maps/d/u/0/viewer?mid=1XIYwYEB85ePQfJONCYGOff6piVHtaBia&ll=36.61670588615356%2C-121.85005305733277&z=15>

Cal Am/Sand City desal wells

1. Vibeke has done a great job going through the proposed mou for the new desal wells with CalAm. After Vibeke and I go through the agreement one more time, I believe it should be ready to be placed on 9/15 Council agenda for consideration.

City Staff

1. The next Staff meeting is 9/9.
2. Devon and I had a meeting with our auditor on 8/25 to establish a meeting schedule and set up the process for this year's audit. I have an internal meeting schedule with them on 9/15.
3. Meetings: We have reduced our bi-weekly City Manager meetings with all of the regional managers to monthly. I continue to attend the bi-weekly CalEOS meetings on COVID-19.

Code Enforcement

1. I continue to work with property owners that have code enforcement issues. We also received public complaints about several other properties over the past 10 days so I have added them to the code enforcement worklist.

Community Development

1. The RFQ for Building Services was issued on 8/13, and proposals are due 9/4.
2. The tenant improvement permit for Ashley Furniture was issued on 8/25.
3. South of Tioga. I shared an update to Council on 8/24. I have them tentatively confirmed for the September 15, 2020 City Council meeting to provide an update to Council.
4. Even though we are in a tough environment for business recruitment, I have had some solid meetings with prospective business that I believe line up with the vibrancy goal for the West End.
 - a. Wahine Surfing. I have been working with local non-profit the Wahine Project to find a location in the West End for their Wahine HQ and new surf shop. The new shop will focus, but is no limited to, women and children surfers amongst other things. <https://www.thewahineproject.org/> They will be a very vibrant addition to the West End, and will bring a lot of community pride and support. They have signed a lease on Catalina near Shasta. CUP application forthcoming. More Info: <https://www.youtube.com/watch?v=GD1Gu76NHvM&noredirect=1>

- b. Captain and Stoker Coffee. This is a popular Monterey coffee shop and roastery. I have spoken with them a couple times, and it looks like they are prepared to sign a lease in the West End to move to roastery operations and a small retail coffee area. This will be a great addition. The idea of the Art Park, public art, and the ability to be a part of that was very important to them. They have narrowed down a location very close to the proposed Art Park on Contra Costa adjacent to Signworks. The lease is in review right now, and we should hear something this week. Yeah for walkable coffee!!! CUP application forthcoming.
<https://www.captainandstoker.com/>
- c. Monterey Makerspace. I have had several conversations with them about bringing their makerspace to the West End. They like the idea. I am still assisting them to find the perfect spot, but nothing has been confirmed just yet. If you know a location that maybe I have overlooked let me know.

TASK LIST

Public Works/Engineering

- Storm water interceptor maintenance contract: RFP (3rd quarter)
- CIP-Calabrese Park Improvements A (2nd & 3rd quarter)
- CIP-Pavement Management Program (3rd quarter)
- CIP-Edgewater Habitat Restoration (3rd & 4th quarter)
- CIP-West Bay Street Repair Project (2nd & 3rd quarter)
 - Extension Granted till 10/1/2020
- CIP-West End SW Improvement Projects (TBD)
 - Contra Costa St. (Grant Funding requested)
 - Catalina St. (Grant Funding requested)
- Sand City Water Supply Project (SCWSP) Phase 1 New Wells (2020)
- CIP-City Hall Electrical Service Updates (2nd & 3rd quarter)

Community Development/Planning

- CIP-Parking Strategy Plan (Implementation Phase)
- Sustainable Transportation Plan (Implementation Phase)
- Accessory Dwelling Units Code Amendment (3rd quarter)
- Short-term rental ordinance workshop (3rd quarter)
- Fee schedule Update: Fee Study (3rd quarter)
- CIP-Façade Program (On Hold)
- CIP-Public Art Program (2nd & 3rd quarter)
- CIP- iWorQ: (Implementation Phase)
- Building Services RFP (3rd quarter)

Finance/Clerk/HR

- Sales tax initiative: November 2020 Ballot (2nd & 3rd quarter)
- November Municipal Election
- 2021/22 Budget & CIP Process (4th quarter)
- Personnel Manual Revision (3rd quarter)

Economic Development

- Art Park Development (2020)
- Carroll Property reuse (2020)
- Ocean View Ave at Fell St. SFD (Under Construction)
- 756 California Avenue (Under Construction)
- 460 Elder Expansion (Permit Review)
- Monterey Bay Shores (Under Construction: On Hold)
- 534 Shasta Commercial Building Expansion (Permit Issued)
- Monterey Bay Collection (Permit Review Coastal Commission)
- Target Remodel (Permit Issued)
- Catalina Lofts (Under Construction)
- Telsa Charging Stations (Edgewater – Permit Review)
- Ashley Home Furniture (Permit Issued)
- South of Tioga
 - Development Agreement
 - ~~Quimby Act~~
 - ~~Lincoln and Beech ROW Abandonment~~
 - Community Finance District
 - Sliver properties (Pending)
 - Lot line Adjustment (Pending)
 - Final Map

Other

- we. murals (Sept 28-Oct 5)
- Call for Artist – Art park (Implementation phase)

AGENDA ITEM

4A

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

Regular Meeting – August 18, 2020
5:30 P.M.

As allowed per the State of California Governor's Executive Order N-29-20, this meeting was conducted by teleconference.

Mayor Carbone opened the meeting at 5:30 P.M.

The following members of the Council and Staff attended the meeting via Zoom teleconference.

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

Staff: Aaron Blair, City Manager
Vibeke Norgaard, City Attorney
Connie Horca, Acting City Clerk
Brian Ferrante, Chief of Police

AGENDA ITEM 2, ANNOUNCEMENTS BY MAYOR, CITY ATTORNEY, AND CITY STAFF

Mayor Carbone reported that at the Monterey-Salinas Transit meeting she attended, they announced of a \$2.5 M grant that will be used to purchase eight (8) new busses, and that the meeting of the Seaside Watermaster Board discussed adoption of their 2021 fiscal year budget. The Watermaster Board also discussed Sand City's Desalination Plant and property owners' water rights and those considered as alternative producers of water with carryover water credits that can be sold. This item will be followed up at a future board meeting. She also received positive feedback from the residents regarding the usefulness of the community garden. The community garden no longer has a waiting list, and is working with the City Manager to discuss a small event for the month of October.

The August Mayors meeting was short with the City Selection Committee appointing Salinas' new Mayor Groomes to replace the vacancy created by the former Mayor Joe Gunter. Due to the coronavirus, the September Beach Clean-up will be conducted individually rather than a group event. More information will be provided on the website. Cal-Am Water also reported that the desalination plant water production is anticipated to

reach 200-acre feet by the end of the year.

City Attorney Norgaard reported that she has been working with staff regarding the tax measure, updates to the city's ordinances, assisting the City Engineer with the IRWMP grant, provided assistance regarding police departments issues, and reviewing several public records requests. She commended Records Coordinator Laura Morales for doing a lot of the ground work related to Police Department requests.

City Manager Blair reported that he has been working with City Staff on continuous updates to the City's website and social media platforms. If there is anything the Council would like to see to let him know. Administrative Assistant Shelby Gorman has been doing a lot of work regarding the call for artist and interacting with the residents.

AGENDA ITEM 3, PUBLIC COMMENT

5:44 p.m. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications regarding items not appearing on the agenda.

5:45 p.m. Floor closed for Public Comment.

AGENDA ITEM 4, CONSENT CALENDAR

- A. There was no discussion of the August 4, 2020 Sand City Council Regular Meeting Minutes.
- B. There was no discussion of the City **Resolution** confirming New Appointment of Kristen Fuentes to the Sand City Arts Committee.
- C. There was no discussion of the City **Resolution** authorizing the City Manager to Enter into an Agreement Between the Transportation Agency for Monterey County (TAMC) and the City of Sand City for the Allocation of Funding Approved by the Transportation Agency Board of Directors.
- D. There was no discussion of the Designation of Voting Delegate and Alternate for the League of California Cities Annual Conference and Expo, October 7-9, 2020.

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

AGENDA ITEM 5, CONSIDERATION OF ITEMS PULLED FROM THE CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

AGENDA ITEM 6, PRESENTATION

A. Presentation by Paul Scuito, General Manager of Monterey One Water on Future Rate Increase

Tamsen McNarie of Monterey One Water (M1W) provided a presentation on behalf of Paul Scuito on Sand City's member entity update. She reported on Covid-19 Impacts on M1W revenues, the projected revenue gap of approximately \$1.7 to \$3.0 M dollars, and their base budget and initial cuts that will be taken to address projected revenue shortfalls. In order to address the deficit, a proposed residential rate increase of \$3.50 per month for fiscal year 2020-21 would occur as well as 8-13 days of furlough and deferred COLA have been implemented for all Staff. She also explained the trends of available reserves for wastewater funds. Prior to the coronavirus, the rate increase was originally proposed at \$20.00 per month to defray the costs for capital improvements and equipment replacement. The Board approved the \$3.50 per increase, and would be reflected in future water invoices as \$7.00 bi-monthly.

In response to the Mayor's question on how M1W decided on the rate increase, Ms. McNarie reported that a 10% rate increase was supposed to be implemented over a period of 3 years. She explained that the decline in the reserve funds is due to the fact that no rate increase has happened for the past 12 years. The \$3.50 per month rate increase was a result of the Covid-19 impacts and current economic conditions.

5:59 p.m. Floor opened for Public Comment.

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

5:59 p.m. Floor closed to Public Comment.

B. Presentation by Chief of Police Brian Ferrante on Current Police Services and Council Discussion regarding Police Services

Police Chief Brian Ferrante provided a PowerPoint presentation to the Council regarding the structure of the police department, officers deployed during various shifts, the department's philosophy, and the mission of the Sand City Police Department. The department continues to educate and inform the public as well as maintain a good working relationship with other law enforcement partners and the surrounding community. He reported on what they do during any given day, the recent projects that are being worked on such as policy manual revision, completion of the body camera implementation, and that the in-car computing system was just finalized.

The current issues the department faces includes homelessness, the Covid-19 pandemic, agency staffing as well as civil unrest/social injustice. He reported on how the department continues to deal with each of the

aforementioned issues. Chief Ferrante also reported on ways the department conducts community outreach, and potential programs to include bike patrol and code enforcement.

Council Member Hawthorne was in favor of having a bike patrol program as it would be advantageous to people who live in the City, and to have the department more involved in code enforcement to hinder and/or further prevent illicit activities occurring within the City.

Chief Ferrante spoke to the code enforcement issue, provided information regarding the working shifts of officers, and indicated that there is no policy prohibiting officers from having meals in uniform outside of the city as they can respond to a service call within a matter of minutes. He also answered a question regarding officer training, and further explained that homelessness is not really an issue in Sand City due to officer enforcement and educations as well as the resources provided by the Salvation Army.

6:41 p.m. Floor opened for Public Comment.

Sand City resident Kristen Fuentes commented that she is thankful for the police department as she has not had a bicycle stolen from her residence in the past five years even though she traditionally leaves it unlocked.

6:42 p.m. Floor closed to Public Comment.

The Mayor thanked Chief Ferrante for his public service and commended him and the police department for the fine job that they continue to do in serving the public and the City of Sand City.

AGENDA ITEM 7, NEW BUSINESS

{Council Members Blackwelder and Sofer recused from the virtual meeting due to a possible conflict of interest by residing within 500' of the subject property}

A. Consideration of City RESOLUTION Approving a Private Property Mural Application at 1738 Hickory Street

City Manager Blair reported that in May of 2020 the City Council approved a public art policy that outlines the difference between public art/murals that are sponsored by the City and/or on public property, and murals on private property and/or sponsored by private funds. Prior to establishing the City's public art policy, mural applications were sent to the Design Review Committee (DRC), and required an application fee of \$100. Since the original application never went through the former review process the City had issued a refund of the \$100 application fee to the applicant. The applicant is still interested in receiving approval for the proposed private property mural at 1738 Hickory Street. The staff report outlines information that will need to be submitted to the city prior to installation of the mural

On August 6, 2020 the Arts Committee reviewed the attached application and unanimously recommended that the City Council approve the application. The Art Committee was interested in who would be painting the mural since it will not be the artist of design. It was recommended that this information be requested from the applicant, and to be provided for Council discussion. Staff asked the applicant who would be painting the mural, and he responded by email on August 6, 2020 that *"this work was given to me by the Artist and she left it to my discretion to produce it as I see fit and with whom I see fit and, I am paying for it too."* On page 47 of the agenda packet, a detailed list of items from the application are provided. Staff has reached out to the property owner who gave his approval of the mural. Staff recommends that the Council approve the private property mural at 1738 Hickory Street.

The Council members provided their comments to include that the adjacent mural has received some negative feedback from residents, whether the proposed mural will be painted by individuals who have experience, will the work be of good quality, and if there are guidelines on who decides whether the artwork is esthetically pleasing.

Mr. Blair commented that the application for the artwork did go through the process of approval, which is the Arts Committee review, and then the City Council's.

There was further discussion regarding who would be painting the mural, who would be responsible to oversee the project, the equipment involved, the quality of paints to be used, and if there is a criteria that determines whether the artwork is acceptable. The Council also discussed maintenance issue, as well as the execution of the piece and the importance that it sets as a precedence for future murals.

7:07 p.m. Floor opened for Public Comment.

Sand City resident Kristen Fuentes commented that she is willing to work on the mural, is qualified, and has produced some local murals for the Reef Dispensary, Monterey Peninsula College, signage in front of Mr. Hubler's old welding shop and various paintings at fruit stands. She added that she will not be in charge of the project, but rather be part in creating it.

An email was received by a Sand City resident and the following was read aloud during the meeting: *"My name is Marilee Desin and I have been a resident of Sand City for over 15 years. I am writing in regards to the murals that have recently appeared on some of the buildings in our city. In particular, the mural located on the corner of Hickory Street and Ortiz Avenue. I was surprised that this was approved by the City Manager and Council. This mural, I believe is supposed to be colored broccoli spears or lettuce heads, is ugly. We now have to look at it at night since lights have been placed to shine on the mural. It now appears that another mural is being proposed for the building located at 1738 Hickory Street. When I saw*

the picture, I was shocked that something like this will even be considered for the outside of a building. If murals are going to be done within the City of Sand City on the outside of buildings, they should be appealing to all and actually relate to Sand City. They should not be something that looks like one had a bad LSD experience and subject all the residents and visitors to another ugly mural for many years to come. I don't want to answer to my friends and relatives that do not live in Sand City what the murals are about. The broccoli mural is already hard enough to explain to my friends and family."

7:14 p.m. Floor closed to Public Comment.

Council Member Hawthorne expressed the importance of having quality work performed, and that the canvass encompasses a large area which can easily become a mess. The design was approved by the Arts Committee, but it would be beneficial to know who will be overseeing and painting the mural.

There was further discussion regarding whether a sample of the template can be provided, concerns regarding safety issues, operating a boom-lift, and that additional information is needed regarding the artists involved and how it will be orchestrated.

The Mayor suggested tabling the item to a future meeting and requested that the City Manager provide answers addressing Council's concerns.

Council Member Hawthorne added the importance of knowing who will be in charge, a guarantee that quality work will be delivered, and whether the artists' involved have prior experience in this type of work.

The Mayor directed Staff to address the Council's recommendation, and that the item be brought back at a future Council meeting, following further review by the Arts Committee.

Motion to continue the **Resolution** approving a Private Property Mural Application at 1738 Hickory Street to a future Council meeting was made by Council Member Hawthorne, seconded by Council Member Cruz. Roll Call Vote AYES: Council Members, Carbone, Cruz, Hawthorne. NOES: None. ABSENT: None. ABSTAIN: Council Members Blackwelder, Sofer. Motion carried.

{Council Members Blackwelder and Sofer returned to the virtual meeting}

{A named draw was conducted for Agenda item 7B. Council Members Blackwelder and Sofer recused from the virtual meeting due to a possible conflict of interest by residing within 500' of the proposed mural project area}

{Council Member Blackwelder was excused from participating for the rest of the Council meeting at 7:45 p.m.}

B. Discussion and Approval of a Mural and Mock-up as part of the West End Mural Festival Artist Procurement and Curation Service Agreement

City Manager Blair reported that the West End Mural Festival Artist Procurement and Curation Service Agreement was approved by the Art Committee on February 20, 2020, and by the City Council on March 3, 2020. The contract states that the Consultant is required to produce up to three (3) public murals on City owned property prior to the West End Mural Festival. The Art Committee discussed different options at their August 17, 2020 Arts Committee meeting and decided that the second option removing the word 'create' would allow for a better flow with murals along the adjacent walls.

Staff is also seeking direction and Council's approval on the hyper-cat mural that was installed prior to the Council's adoption of the Public Art Policy. Since its installation, staff has received positive feedback about the mural and is requesting that the Council approve the mural as a permanent part of the City's landscape.

The Council provided their feedback regarding the three mock-ups, their opinions on the word 'create' and decided that mock-up #2 was a viable option. Council Member Hawthorne commented that the reason the Art Committee suggested removing the word 'create' was that the mural would be a transitional piece to the adjacent murals on the walls.

7:34 p.m. Floor opened for Public Comment.

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

7:34 p.m. Floor closed to Public Comment.

City Manager Blair spoke to the hyper-cat, aka: "kitty" mural and indicated that the piece was created as a marketing mural for the we.Festival. He has received positive comments from the public, and requested that the Council support the acceptance of the mural as part of the City's landscape.

Council Member Hawthorne commented that the mural was tastefully done and by professional artist who know what they are doing.

Council Member Cruz expressed her agreement, and noted that the mural is pleasant to see, is enjoyable, and speaks to what the City is trying to do as well.

7:39 p.m. Floor opened for Public Comment.

Sand City resident Kristen Fuentes commented that she likes the "kitty"

mural and the octopus design on the fence which is something she has not seen before.

7:39 p.m. Floor closed to Public Comment.

Motion to approve the second design without the word 'create' for Mural #2 was made by Council Member Hawthorne, seconded by Council Member Cruz. Roll Call Vote AYES: Council Members, Carbone, Cruz, Hawthorne. NOES: None. ABSENT: Council Member Blackwelder. ABSTAIN: Council Member Sofer. Motion carried

City Manager Blair added that the project is anticipated to commence on August 27th and welcomed the Council and public to participate.

Motion to accept the hyper-cat "kitty" mural as part of the City's permanent landscape was made by Council Member Cruz, seconded by Council Member Hawthorne. Roll Call Vote AYES: Council Members, Carbone, Cruz, Hawthorne. NOES: None. ABSENT: Council Member Blackwelder. ABSTAIN: Council Member Sofer. Motion carried.

{Council Member Sofer returned to the virtual meeting}

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

Council Member Sofer reported on the TAC meeting she attended which contained information regarding egress through cities, and a study being conducted by the Transportation Agency of Monterey County.

Acting City Clerk Horca provided the Council information regarding a ballot drop box for the upcoming elections. Staff has made arrangements with the Monterey County Elections Department to have a ballot drop box available to the public. The ballot box will be located within the entrance to the City Hall Council Chambers, and properly secured.

Council Member Sofer suggested that flyers be handed out to the public regarding the ballot drop box.

Council Member Hawthorne officially welcomed Kristen "Krimp" Fuentes to the Sand City Art Committee. He also reported that he will be attending the upcoming TAMC meeting.

D. Upcoming Meetings/Events

The Mayor reminded the Council of the upcoming League of California Cities conference and to let the Acting City Clerk know if they plan to attend. She also welcomed and acknowledged Ms. Fuentes as a new member of the Sand City Arts Committee, and noted that Staff will provide her information regarding training and forms to be filed.

AGENDA ITEM 8, ADJOURNMENT

Motion to adjourn the meeting was made by Council Member Sofer, seconded by Council Member Hawthorne. There was consensus of the City Council to adjourn the meeting at 7:55 p.m. to the next regularly scheduled City Council meeting on Tuesday, September 1, 2020 at 5:30 p.m.

Connie Horca, Acting City Clerk

AGENDA ITEM

4B



City of Sand City

Agenda
Item
4B

Staff Memo

TO: City Council
FROM: Connie Horca, Acting City Clerk
DATE: August 14, 2020 (for September 1, 2020 Council meeting)
SUBJECT: Consideration of Amendment and Biennial Review of the City's Conflict of Interest Code

Background:

The Political Reform Act requires every local governmental agency to review its Conflict of Interest Code biennially, and to amend the Code when circumstances change, such as when new positions are created or duties of existing positions change. Cal. Gov. Code §§87306, 87306.5. A notice must be submitted to the reviewing body no later than October 1st of each year indicating whether or not an amendment is necessary.

The Political Reform Act (Cal. Gov. code §81000 *et seq.*) prohibits a public official from using his or her official position to influence a governmental decision in which he or she had a financial interest. Every state and local agency must adopt a conflict of interest code that identifies all officials and employees within the agency who make governmental decisions based on the positions they hold. The individuals in the designated positions must disclose their financial interests as specified in the agency's conflict of interest code.

To assist in identifying potential conflicts of interests, the law requires public officials and employees in designated positions in a conflict of interest code to report their financial interests on a form called Statement of Economic Interests (Form 700). The conflict of interest codes and the Form 700 are fundamental tools in ensuring that officials are acting in the public's best interest and not their own.

It is legally required that an agency's conflict of interest code reflects the current structure of the agency and properly identifies all officials and employees who should be filing a Form 700. To ensure that the codes remain current and accurate, each local agency is required to review its conflict of interest code in even numbered years. The code reviewing body for the City of Sand City is the City Council. (SCMC 2.20.060). The City's Conflict of Interest Code was last reviewed in 2018. In 2014, the Code was updated by Ordinance giving the Council the ability to approve future amendments by Resolution.

City Staff has reviewed the previous notice along with the disclosure categories for the designated positions and determined that an amendment was needed. The changes

incorporated include an update to the current job titles and further deleting those titles that are presently no longer relevant to accurately reflect the City's current structure. Staff's proposed amendments to Appendix A to the Conflict of Interest Code are attached to this staff report at Attachment 1. A red-lined version is provided as Attachment 2.

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378, as it has no potential to cause a direct or reasonably foreseeable indirect physical change in the environment.

Fiscal Impact:

No fiscal impact is anticipated with the biennial review of the conflict of interest code.

Recommendation:

Staff recommends that the Council approve the attached Resolution amending Appendix A to Chapter 2.20 (Conflict of Interest Code) of the Sand City Municipal Code regarding identification of designated employees and disclosure categories.

CITY OF SAND CITY

RESOLUTION SC ____, 2020

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AMENDING
APPENDIX "A" TO THE CITY OF SAND CITY'S CONFLICT OF INTEREST CODE SET
FORTH IN CHAPTER 2.20 OF THE SAND CITY MUNICIPAL CODE**

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 *et seq.*, has in the past and foreseeably will in the future require state and local government agencies to adopt and promulgate Conflict of Interest Codes; and

WHEREAS, Chapter 2.20 of the Sand City Municipal Code presently incorporates by reference the Conflict of Interest Code adopted by the California Fair Political Practices Commission (FPPC) and set forth at 2 California Code of Regulations Section 18730; and

WHEREAS, the Political Reform Act, Cal. Gov. Code section 81000 *et seq.*, authorizes the City of Sand City ("City") to determine and designate positions required to file Statements of Economic Interest; and

WHEREAS, Appendix A to Chapter 2.20 of the Sand City Municipal Code ("Appendix A") contains a list of designated positions of officials, committee members, and employees of the City of Sand City who are required to file financial disclosure forms under the City's Conflict of Interest Code and sets forth the disclosure category for each such official, committee member, and employee; and

WHEREAS, Appendix A- should be amended to reflect current staff positions in Sand City; and

WHEREAS, Sand City Municipal Code section 2.20.60 provides that Appendix A to Chapter 2.20 may be revised by Resolution of the City Council of Sand City; and

WHEREAS, this action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378, as it has no potential to cause a direct or reasonably foreseeable indirect physical change in the environment.

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

1. Appendix "A" to Chapter 2.20 is hereby amended in its entirety as set forth in Attachment 1 to this resolution.
2. The Acting City Clerk is hereby authorized to take all actions necessary to update Appendix A to Chapter 2.20 in accordance with this resolution.

Sand City Resolution SC ___, 2020

3. The City Manager is hereby authorized to sign and verify the 2020 Local Agency Biennial Notice (Attachment 3)

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Clerk

APPENDIX "A"

City of Sand City
Conflict of Interest Code- 2020 Update

LIST OF DESIGNATED POSITIONS

Date: August 13, 2020

| <u>POSITION</u> | <u>DISCLOSURE CATEGORY</u> |
|---------------------------|----------------------------|
| Mayor and Council Members | 1,2 |
| City Manager | 1,2 |
| City Attorney | 1,2 |

Department: Administration

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|-------------------------------|----------------------------|
| Acting City Clerk | 1 |
| City Clerk | 1 |
| Administrative Assistant I/II | 1 |
| Art Committee Members | 1 |
| Consultants* | 1 |
| Finance/HR Specialist | 1 |

Department: Planning & Inspection

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|---------------------------------------|----------------------------|
| Director of Community Development | 1 |
| Building Official | 1 |
| Assistant Planner | 1 |
| City Planner | 1 |
| Consultants* | 1 |
| Design Review Committee (DRC) Members | 1 |

APPENDIX "A"

**City of Sand City
Conflict of Interest Code**

LIST OF DESIGNATED POSITIONS

Department: Police

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|----------------------------|-----------------------------------|
| Police Chief | 1 |
| Police Sergeant | 1 |
| Police Records Coordinator | 1 |
| Police Commander | 1 |

Department: Public Works

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|----------------------------|-----------------------------------|
| Public Works Supervisor | 1 |
| Public Works Director | 1 |
| Public Works City Engineer | 1 |
| Consultants* | 1 |

* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations.

The City Manager or his/her designee may determine in writing that a particular consultant although a "designated position" is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination, identifiable through FPPC Form 805, (Agency Report of Consultants) shall include a description of the consultant's firm name, address and brief description of the general purpose of the contract, and based upon that description, a statement of the extent of disclosure requirements. The City Manager or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.

APPENDIX "B"

LIST OF DISCLOSURE CATEGORIES

CITY OF SAND CITY CONFLICT OF INTEREST CODE

General Provisions:

When a member, officer, employee or consultant who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income that do business in the jurisdiction, plan to do business in the jurisdictions, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business with the jurisdiction if it owns real property within the jurisdiction.

When a designated member, officer, employee or consultant who holds a designated position is required to disclose sources of income, he or she shall disclose gifts received from donors located inside as well as outside the jurisdiction.

When a designated member, officer, employee or consultant who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below, if it is located in whole or in part within the boundaries of Sand City.

When a designated member, officer, employee or consultant who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in Sand City, plan to do business in Sand City, or have done business in Sand City within the past two years.

Description of Disclosure Categories

Following are disclosure categories consisting of types of financial interest which have been determined may foreseeably be affected materially by decisions made, participated in, or influenced by certain employees designated in Appendix "A". These financial interests must be reported by the designated employee in accordance with the provisions of this code.

Disclosure Category 1 (Real Property within Jurisdiction):

A member, officer, employee or consultant holding a position assigned to Category 1 shall, in the manner described above report a) all investments in business entities and sources of income in the jurisdiction; b) interests in real property in the jurisdiction that were acquired by, leased or otherwise used by Sand City; and c) his or her status as director, officer, partner, trustee, employee or holder of a management position in any business entity within the jurisdiction.

Disclosure Category 2 (All investments and Sources of Income):

An employee holding a position assigned to Disclosure Category 2 shall in the manner described

above shall report all investments and business positions in business entities, sources of income and financial interests of any type of or in business entities which provide services, supplies, materials, machinery, or equipment of the type utilized by Sand City, as it relates to the duties of the employees position.

Disclosure Category 3 (Management Positions):

Designated employees must report all business positions where the employer does business, plans to do business or has done business within the past two years in the City.

Disclosure Category 4 (General Contracting):

Designated Employees must report all investments in business entities, sources of income and business positions where the business entity or source of income contracts, plans to contract or has contracted within the past two years with the City to provide services, supplies, materials, machinery or equipment.

Disclosure Category 5 (Special Contracting):

Designated employees must report all investments in business entities, sources of income contracts, plans to contract or has contracted within the past two years with the designated employee's department to provide services, supplies, materials, machinery or equipment.

Description of Consultants

Commission Regulation 18700 defines "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
 - (i) Approve a rate, rule or regulation;
 - (ii) Adopt or enforce a law;
 - (iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - (v) Grant City approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - (vi) Grant agency approval to a plan, design, report, study, or similar item;
 - (vii) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

- (B) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

With respect to Consultants performing work for the City of Sand City, the City Manager may determine, in writing that a particular Consultant is hired to perform

a range of duties that are limited in scope, and thus the Consultant is not required to comply with the disclosure requirements. The determination shall be retained by the City Clerk as filing officer. Nothing herein excuses any Consultant from any other provision of this Code.

APPENDIX "A"

City of Sand City
Conflict of Interest Code- 2020 Update

LIST OF DESIGNATED POSITIONS

Date: August 13, 2020

| <u>POSITION</u> | <u>DISCLOSURE CATEGORY</u> |
|-----------------------------------|----------------------------|
| Mayor and Council Members | 1,2 |
| City Administrator Manager | 1,2 |
| City Attorney | 1,2 |

Department: Administration

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|---|----------------------------|
| Assistant City Administrator | 1 |
| Acting City Clerk | 1 |
| City Clerk | 1 |
| Director of Administrative Services | 1 |
| Administrative Assistant/Deputy City Clerk | 1 |
| Administrative Assistant I/II | 1 |
| Art Committee Members | 1 |
| Assistant City Attorney | 1 |
| Consultants* | 1 |
| Finance/ HR Specialist | 1 |

Department: Planning & Inspection

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|--|----------------------------|
| Director of Community Development | 1 |
| Building Official | 1 |
| Associate Planner | 1 |
| Assistant Planner | 1 |
| Housing Rehabilitation Specialist | 1 |
| City Planner | 1 |
| Consultants* | 1 |
| Design Review Committee (DRC) Members | 1 |

APPENDIX "A"

**City of Sand City
Conflict of Interest Code**

LIST OF DESIGNATED POSITIONS

Department: Police

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|--|-----------------------------------|
| Police Chief | 1 |
| Acting Police Chief | 1 |
| Police Sergeant | 1 |
| Administrative Assistant/ Police Records Coordinator | 1 |
| Administrative Secretary II Records | 1 |
| Police Commander | 1 |

Department: Public Works

| <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|---------------------------------|-----------------------------------|
| Public Works Supervisor | 1 |
| Public Works Foreman | 1 |
| Public Works Director | 1 |
| Public Work City Engineer | 1 |
| Consultants* | 1 |

* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations.

The City ~~Administrator~~ **Manager** or his/her designee may determine in writing that a particular consultant although a "designated position" is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination, identifiable through FPPC Form 805, (Agency Report of Consultants) shall include a description of the consultant's firm name, address and brief description of the general purpose of the contract, and based upon that description, a statement of the extent of disclosure requirements. The City ~~Administrator~~ **Manager** or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.

2020 Local Agency Biennial Notice

Name of Agency: City of Sand City

Mailing Address: 1 Pendergrass Way

Contact Person: Aaron Blair Phone No. 831-394-3054 ex. 212

Email: aaron@sandcityca.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

AGENDA ITEM

4C



*Annual Conference
Resolutions Packet*

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

| Number | Key Word Index | Reviewing Body Action | | |
|--------|----------------|-----------------------|---|---|
| | | 1 | 2 | 3 |
| | | | | |

1 - Policy Committee Recommendation to General Resolutions Committee
 2 - General Resolutions Committee
 3 - General Assembly

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

| | | 1 | 2 | 3 |
|---|--|---|---|---|
| 1 | Amendment to Section 230 of The Communications Decency Act of 1996 | | | |

PUBLIC SAFETY POLICY COMMITTEE

| | | 1 | 2 | 3 |
|---|--|---|---|---|
| 1 | Amendment to Section 230 of The Communications Decency Act of 1996 | | | |

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

- 1. Policy Committee
- 2. General Resolutions Committee
- 3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders’ respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution’s impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone’s privacy?*

Support:

The following letters of concurrence were received:

- City of Hawaiian Gardens
- City of Lakewood
- City of Ontario
- City of Rancho Cucamonga
- City of Roseville

LETTERS OF CONCURRENCE
Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Ariel Pe
Council Member

Steve Croft
Council Member

Diane DuBois
Council Member



Todd Rogers
Mayor

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Rogers".

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

CITY OF

303 EAST "B" STREET, CIVIC CENTER ONTARIO



ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000

FAX (909) 395-2070

PAUL S. LEON
MAYOR

SCOTT OCHOA
CITY MANAGER

DEBRA DORST-PORADA
MAYOR PRO TEM

August 6, 2020

SHEILA MAUTZ
CITY CLERK

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

JAMES R. MILHISER
TREASURER

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son

AGENDA ITEM

6A

CITY OF SAND CITY

STAFF REPORT

**AUGUST 5, 2020
(For City Council Review on September 1, 2020)**

TO: Mayor and City Council

FROM: Charles Pooler, City Planner

SUBJECT: Application for Coastal Development Permit for Art Studio and Henna Body Art service at 490-D Orange Avenue

BACKGROUND

An application for a coastal development permit was submitted by Fredericka Smith of Corazon Henna & Artesania (the "Applicant") to operate a private art studio for the production and sale of custom art and handcrafts in addition to performing henna body art services (the "Applicant's Use") within a 184 square foot unit of an existing commercial building at 490-D Orange Avenue (portion of APN 011-271-014) in Sand City (the "Subject Property"). The majority of the site is under the zoning designation of non-appealable Coastal Zone Planned Mixed Use (CZ-MU-P); which requires a coastal development permit for the Applicant's Use. The site's General Plan land use designation is Mixed-Use (MU-D). The intended use at the subject property qualifies as a categorical exemption, under State CEQA (California Environmental Quality Act) Guidelines, Section 15301.

Site Description:

The Subject Property is trapezoid in shape at approximately 8,250 square feet. Access is from a drive apron fronting Contra Costa Street. There are two small buildings, each building divided into two units. The cumulative building floor area is approximately 1,700 square feet; of which the Applicant will only occupy 184 square feet in addition to a 40 square foot deck outside. There is a 1,500 square foot concrete pad in front of the buildings, and the remainder of the site has decomposed granite, which is the designated parking area for seven parking stalls. Existing utilities (i.e. gas, electric, water, sewer, etc.) are available. Street improvements (i.e. curb, gutter, sidewalk, drive apron) exist along the property's Orange Avenue frontage, but not along the Contra Costa Street frontage.

DISCUSSION

Project Description:

The Applicant intends to operate a private art studio for the production and sale of custom art and handcrafts in addition to performing henna body art services. The art studio may include up to three students. The Applicant will also perform classes and social media events virtually via a computer (i.e. Zoom, etc.). The Applicant anticipates up to three employees on rotating schedules. No shipments/deliveries are expected for this use

beyond typical postal service. Items to be stored and used on-site will include "eco-friendly" art supplies, finished art goods, fixtures for displays, and seating for body-art services.

Land Use: The Subject Property has a General Plan land use designation of "Mixed Use" and a zoning map designation of Coastal Zone Planned Mixed Use (CZ-MU-P). Section 18.26.040 of the City's zoning code lists "Art/Craft studios" and "retail establishments" as allowable within the Coastal Zone Planned Mixed Use zoning district subject to issuance of a Coastal Development Permit. The scope and scale of the Applicant's Use is consistent with the descriptions above, and is compatible with the Mixed Use District and the surrounding neighborhood.

Operational Hours: Overall hours of operation are expected to be from 10am to 8pm 6-days a week with service appointment hours between 11:00 a.m. to 7:00 p.m. 3 to 4 days a week. Retail gallery hours are anticipated to be Thursday through Saturday, noon to 5:00 p.m. The Applicant's proposed hours/days of operation are considered consistent and compatible with other commercial operations in the West End District. Activities up to 8:00 p.m. for this type of small scale artist operation is not deemed to have potential negative impacts (see discussion under "Impacts"), and should therefore be allowed.

Staff recommends operational hours be allowed anywhere between 7:00 a.m. (normal business start time in the West End District) to 9:00 p.m. on weekdays and 10:00 a.m. to 9:00 p.m. on weekends. These are the same hours authorized for the existing beauty salon on the same property in Unit A. Allowing operational hours into the later evening hours is reasonable considering the low impact nature of the Applicant's Use. The draft permit for Council consideration specifies staff's recommendation pending City Council concurrence.

Parking: The Applicant's unit is 184 square feet of floor area, which requires one (1) on-site parking space, based upon a 1/300 ratio for a service use in accordance with Chapter 18.64 of the Zoning Code. The Subject Property has four units, currently accommodating two small hair salons and a tattoo parlor. The total floor area on the property (including the applicant's unit) is approximately 1,700 square feet. In applying the 1/300 ratio for retail and services uses to the total floor area, a total of six (6) on-site spaces (rounded up from 5.6) is required. The Subject Property provides a total of seven (7) parking spaces; therefore, there is adequate parking for all tenants to satisfy zoning requirements.

Loading/Unloading: There will be no inventory/supply deliveries to the site. The Applicant states that she will bring in those supplies she needs for her business. Items sold may be shipped via standard postal service. The Subject Property is located at the entrance to Sand City along Contra Costa Street; and therefore, any parking for loading/unloading along contra Costa Street should be prohibited. If there were to be deliveries via Federal Express, UPS, or other quick delivery services, there is adequate space on-site for those types of vehicles and delivery activities.

Property Aesthetics: The site once facilitated a boat maintenance facility followed by a contractor's storage yard. However, once the hair salon and tattoo parlor took occupancy of the site, the property owner and tenants made substantial efforts that dramatically improved the aesthetics of the site with landscaping, provision of patio furniture, and removal of the chain link perimeter fence (see Exhibit H - Site Photograph). Those improvements have been successfully maintained to the benefit of the City. Staff still encourages future development of the Subject Property to a higher and better use; however, in the meantime, the Subject Property's current condition remains visually acceptable.

Impacts: This is a small scale art studio and a 'by appointment' henna service operation within a 186 square foot unit. The type of use and the scale of operation is not foreseen to generate excessive noise, vibration, dust, fumes, odors, or other such impacts that would negatively impact adjacent units or neighboring properties. This type of use also does not require large truck deliveries/shipments nor generate excessive traffic, which is beneficial to the City's entry at Contra Costa Street, the primary access into Sand City's West End Planning District.

Signs: The Applicant does not intend to install a commercial sign on the building at the Subject Property. Other businesses on the Subject Property have small stand alone freestanding A-frame signs adjacent to their units. Establishment of commercial sign(s) on the building(s) requires Design Review Committee (DRC) review and approval in the issuance of a sign permit before installation. Staff recommends the permit contain language to that effect.

Water:

The Applicant's Use qualifies as a Group I category low water use in accordance with the Monterey Peninsula Water Management District (MPWMD). The Applicant's Use does not have any special water needs. The building was awarded a water allocation to accommodate a hair salon with a single station. The Subject Property therefore has sufficient credit and no additional water allocation is deemed necessary. The permit should contain standard language stating that approval of the permit does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City or other Agency.

Stormwater Control:

The Applicant's Use is of an existing building on a developed site, and the Applicant does not intend construction or pavement improvements to the Subject Property that would trigger storm water control requirements. Therefore, storm water control regulations do not apply to this application.

Covid-19 Epidemic:

Issuance of a coastal development permit does not override any Federal, State, or County orders that may impact the Applicant's Use in terms of operating during the pandemic. The coastal development permit outlines the authorized land use and the conditions and restrictions upon which the Applicant may conduct business during normal circumstances.

The Applicant stated in the submitted Letter of Intent (see Exhibit F) that there is a forty (40) square foot deck attached to the unit that could be utilized for social distancing. The Applicant will have to coordinate with the Monterey County Health Department as to determine the conditions and restrictions that would impact and/or limit the Applicant during the current pandemic.

Advisory Agencies:

Information on the Applicant's project was circulated to the City's advisory agencies. The Seaside County Sanitation District expressed no concerns but stated that the Applicant and property owner are to ensure the site has sewer service established. No other comments were received at the time of preparing this report.

RECOMMENDATION

Staff recommends **APPROVAL** of the Coastal Development Permit for the Applicant, with the conditions/restrictions proposed by staff and as discussed in this report.

Findings for Approval:

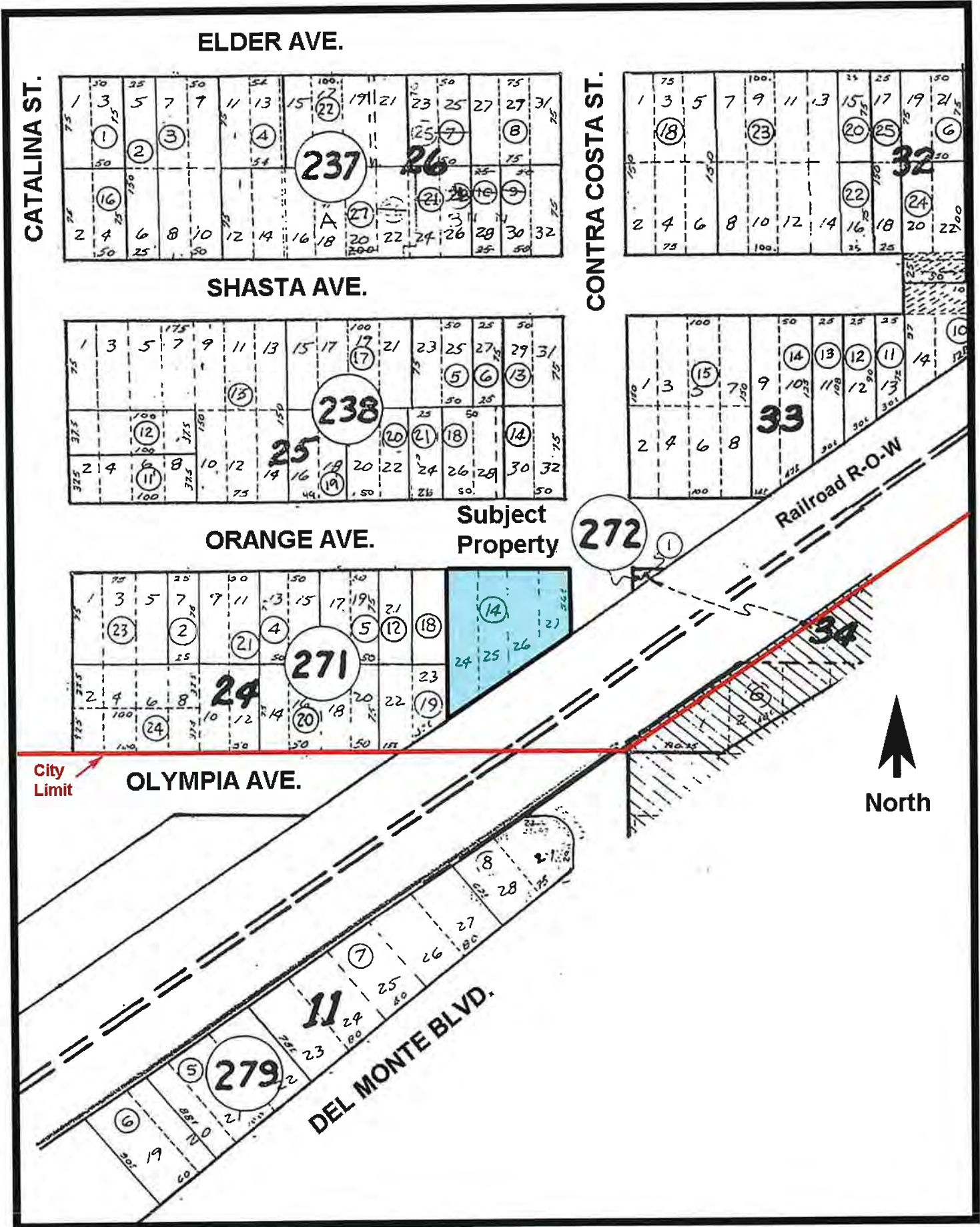
1. The Applicant's Use is of a type, scope, and scale that is compatible with the coastal zoned "Planned Mixed-Use" zoning designation of the Subject Property and surrounding neighborhood.
2. The site provides adequate parking for the Applicant's Use and other tenants of the Subject Property.
3. The Applicant's Use, at the scope and scale proposed, is not foreseen to create negative impacts detrimental to adjoining units and/or properties, and should be a positive addition to the City's artist community.
4. The Applicant's Use, as proposed, is not foreseen to impact or impede traffic circulation along Contra Costa Street, a main entrance into Sand City and the West End Planning District.
5. The Subject Property has water credit sufficient to accommodate the Applicant's Use; therefore, no allocation of water is deemed necessary at this time for the Applicant's Use at the Subject Property.
6. Utilities (electricity, gas, water, sewer, etc.) are sufficiently available to facilitate the Applicant's Use at the Subject Property.
7. The Project qualifies for a categorical exemption, under State CEQA Guidelines, Section 15301.

Exhibits:

- A. Location Map
- B. Aerial Site Map
- C. Site Plan
- D. Applicant's Floor Plan
- E. Applicant's Postcard regarding Henna service
- F. Applicant's Letter of Intent
- G. Mont. Cnty. Health Dept. Hazardous Material Questionnaire
- H. Site Photograph (via Google Earth)

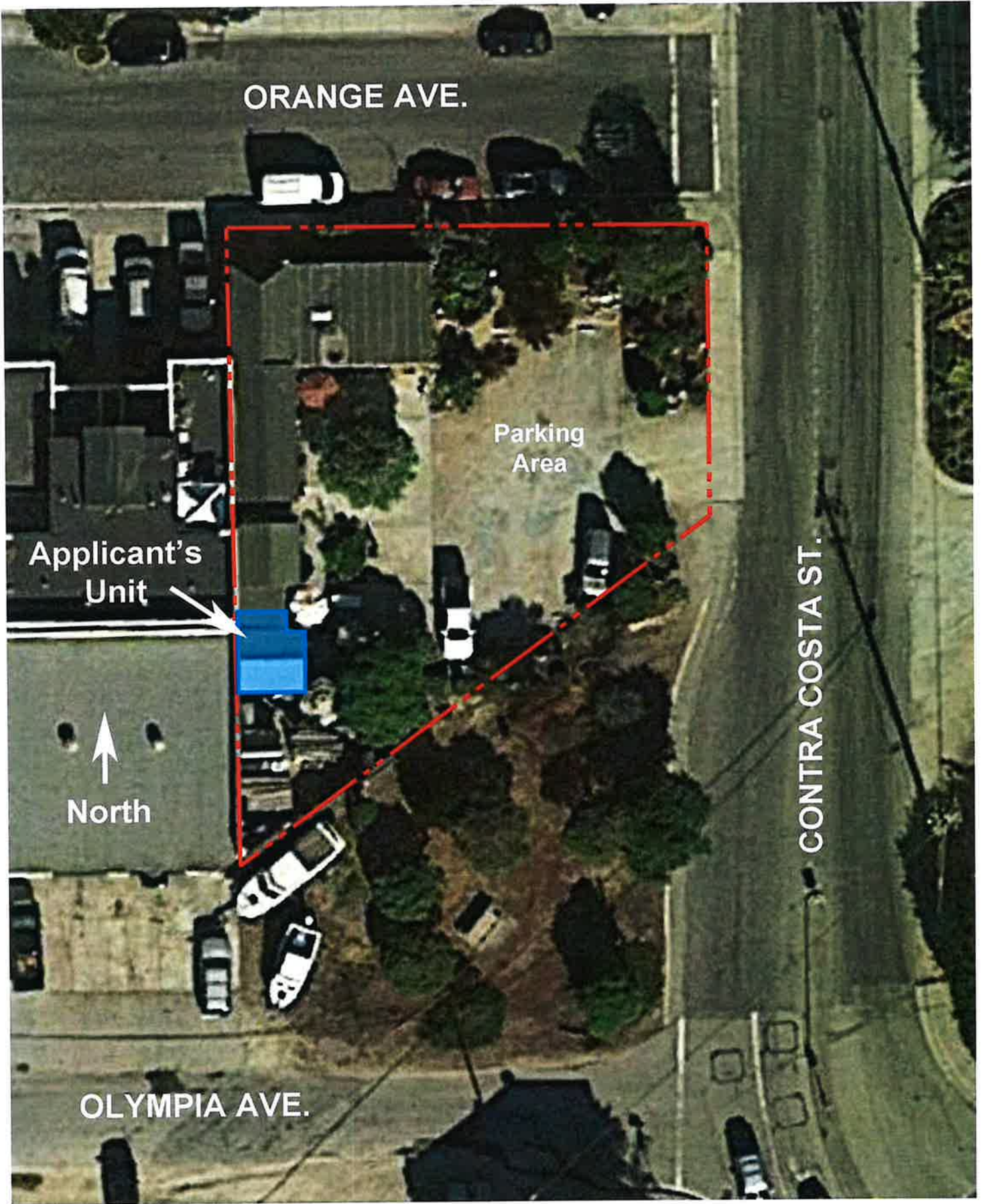
Attachments:

1. Draft Resolution to approve Coastal Development Permit



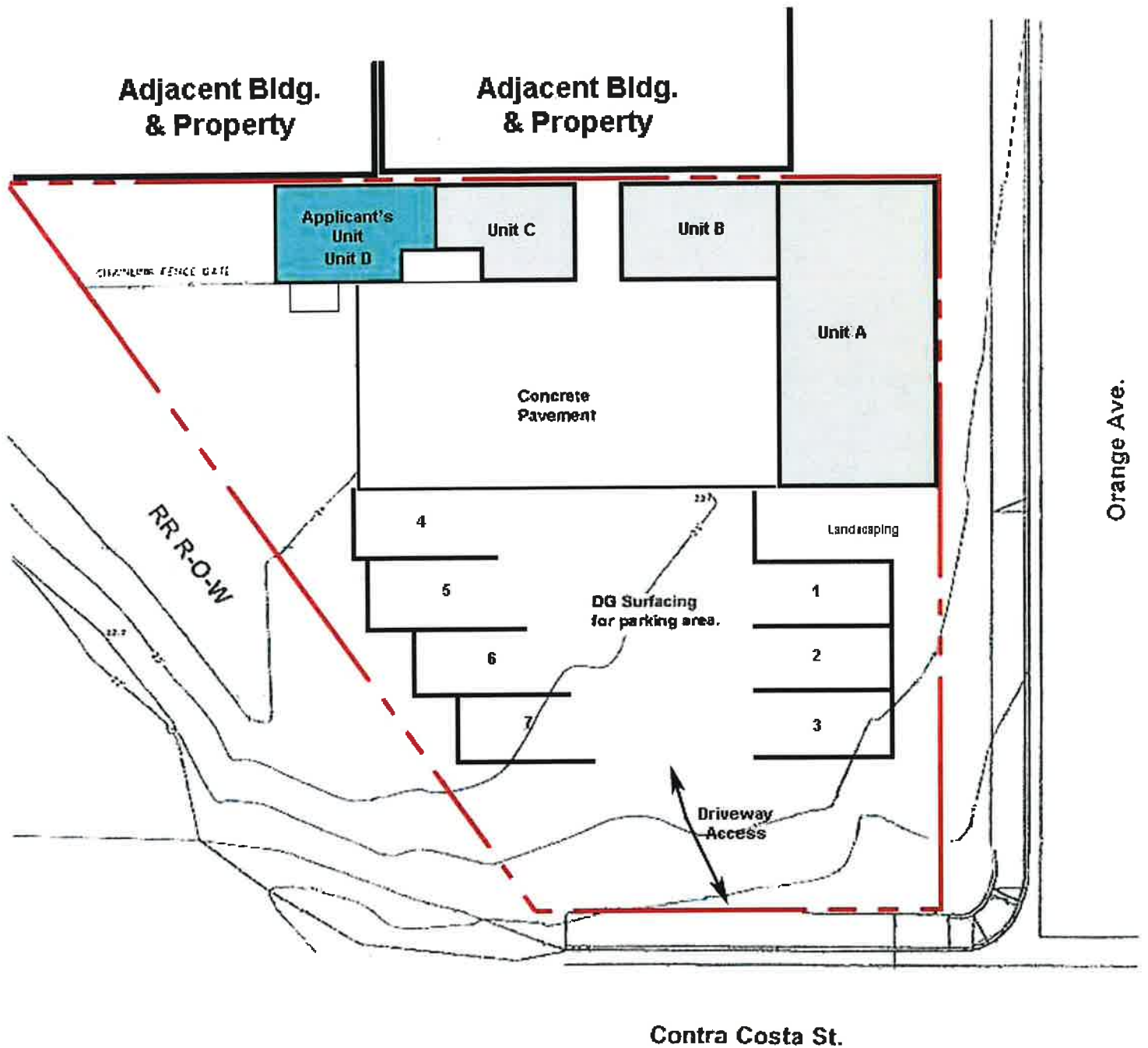
Location Map

EXHIBIT A
62



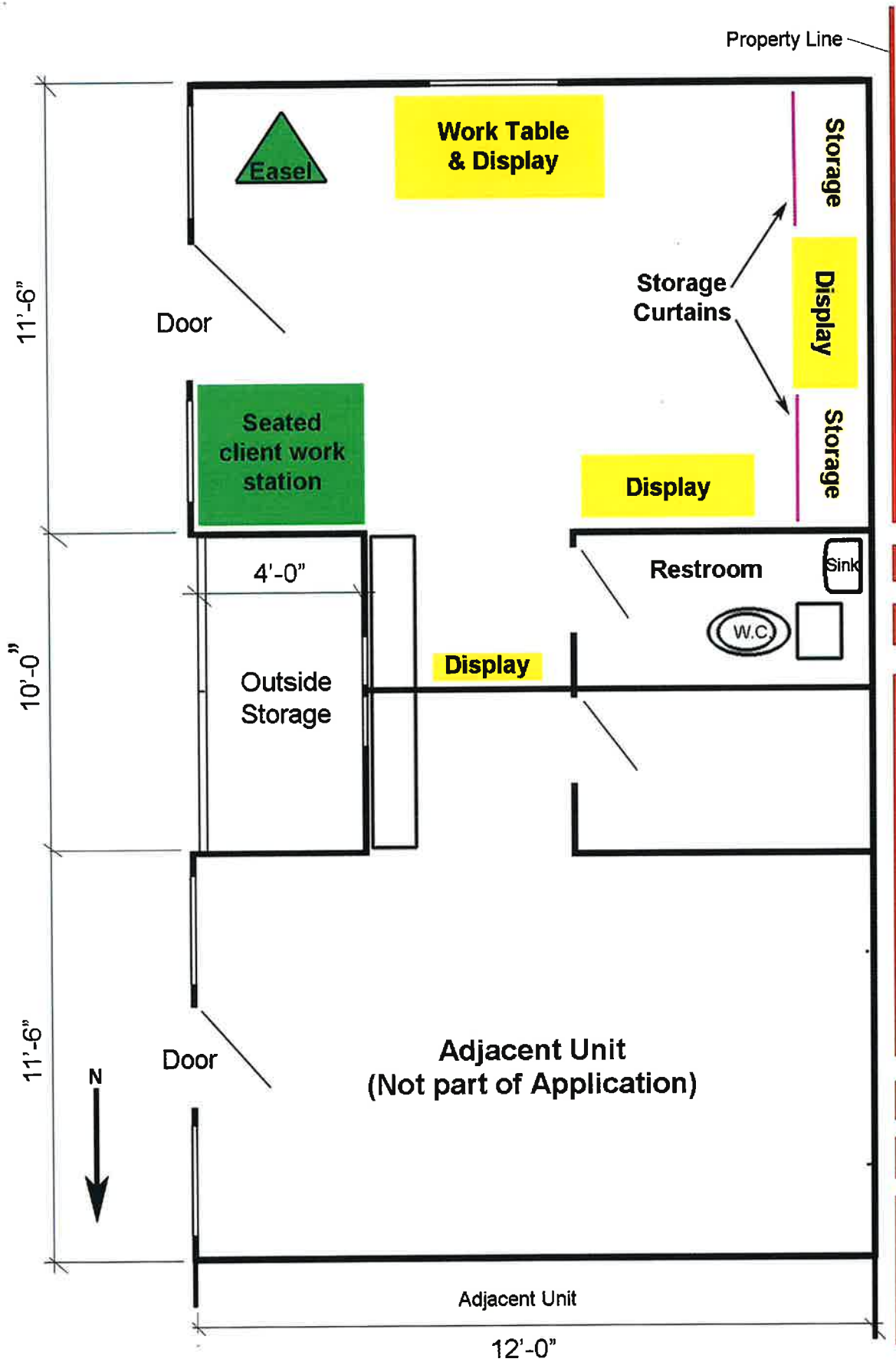
Aerial Map

North →



Site Plan

EXHIBIT C
64



Floor Plan



Unique Body Art by Rica de la Luz

**Natural body art & face painting services
for private, casual, cultural & corporate
events in the Bay Area & Beyond**

**Text or email for bookings & services.
831-435-9099 sacredmud@gmail.com**

IG @sacredmudhenna FB santacruzhenha

Testimonials:

"Rica is one of the most talented and experienced henna artists out there. Beautiful inspired designs and fast detailed work, perfect for blessings ways, weddings, celebration of beauty and life!" ~Palika R.

"The skill level and knowledge that Rica has about henna is impressive. I've been going to her for years and love that she is professional and makes you feel at home." ~ Lucia S.

"Henna is healing. I have fallen in love with the feelings of peace and empowerment it gives me. Thank you, Rica, for your gifts." ~ Jason L.

Henna is always associated with happiness!



Rica de la Luz has been providing professional, courteous, hand-crafted arts for over 20 years. She brings beauty and joy to all occasions.

Applicant's Postcard

To whom it may concern,

I, Fredericka Smith, do propose the following intended use of the commercial property at 490 D Orange Avenue, Sand City, CA 93955:

- 1) A private art studio for myself, and in the future 1-3 students TBD by the ongoing health orders regarding COVID-19, utilizing the outdoor deck for social distancing.
- 2) A retail gallery for any art & handcrafts made by me or local artists, schedule and hours of operation to be determined. Most likely Thurs-Sat 12-5 pm.
- 3) A private henna body arts salon by appointment only, again TBD by the ongoing health orders regarding COVID-19, which according to recent updates on July 21, 2020 allow some salon based businesses to operate in a limited capacity outdoors.. I do have an attached deck area and seating which allow me to operate safely under these new guidelines.
- 4) A location which to use for live zoom classes and Social media events related to fine and literary arts.

The space will be used for up to 6 days a week from approximately 10am-8 pm,, and open by appointment 3-4 days a week from 11 am - 7 pm, retail/ gallery hours TBD, see #2 above.

There will be a maximum of 3 workers, not all scheduled at the same time.

No more than 2 company vehicles will be onsite, most likely 1, and rarely if never left onsite after hours. There is no expectancy of frequent deliveries or shipments. Any posting of goods will be done once a week via USPS. Materials stored on property shall be art supplies, finished goods for sale and necessary fixtures for display, seating and performing the above work. No hazardous materials, only eco-friendly art supplies.

I have been a professional henna artist based in Santa Cruz, Ca for over 20 years, and serving clients onsite from Big Sur- Napa, CA. I am also a talented private chef, performing artist and community organizer. As an emerging fine artist and educator, I work part time at the Santa Cruz Art League as a Bilingual Education Coordinator, and this summer by contract with the Arts Council Santa Cruz as a project based artist with an emphasis on community engagement. My intention is to continue to develop a client base on the Central Coast (which is my lifelong home) and expand my connection with artists, students and art supporters to encourage and create access to the arts across all aspects of the community, particularly youth, people of color, and seniors who will be experiencing increased isolation during the Covid-19 pandemic. As the future of art and events is shifting radically, I hope to be a positive voice in the conversation about how to keep these industries viable, safe and relevant for our future generations. I look forward to partnering with the Arts Council for Monterey County, as well as other local businesses and arts organizations to add to the vibrant culture and future support of equitable access to arts.

Thank you for your time and consideration.

Fredericka Smith
831-435-9099
www.sacredpoets.com
@sacredmudhenna

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

Jurisdiction Name Sand City
Use Permit # CDP 20-02
Or _____
Building Permit # _____
Contact Name _____
Phone # _____

HAZARDOUS MATERIAL QUESTIONNAIRE

Corazón Henna &

Business Name Artesania Type of Business art studio, retail and services
Site Location 490 D Orange Ave. City Sand City APN: 011-271-014
Mailing Address 1030 River St #309, Santa Cruz, Ca 95060
Business Contact Fredericka Smith 831-435-9099 Phone Number _____
Property Owner Daniel Clark 831-277-3924 Name _____ Phone Number _____

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

CERTIFICATION:

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

ANY QUESTIONS REGARDING THIS FORM CAN BE DIRECTED TO:

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

Executed AT:

Sand City, CA

City, State

Print Name of Owner/Operator: Fredericka Smith

Signature of Owner/Operator: 

For Local Jurisdiction Use Only:

- Is there a known or proposed school, hospital, day care, or long term care facility within 1,000 feet of this site location?
 Yes No
- Is there a known or proposed school, hospital, day care, or long term care facility ¼ mile of this site location?
 Yes No

Health Department Clearance

Signature: _____ Date: _____

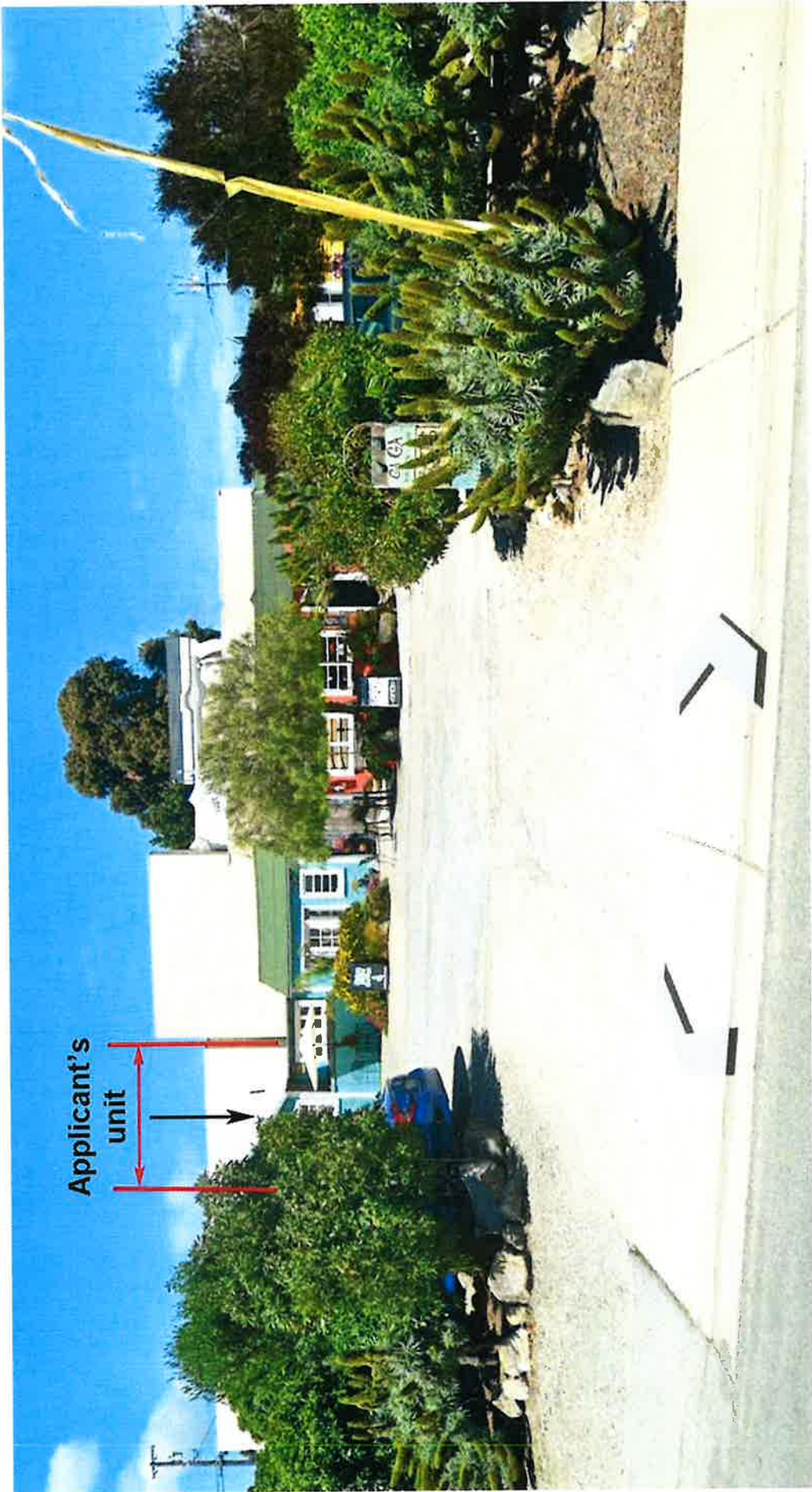
Print Name and Title: _____

Air Pollution District Clearance

Signature: _____

Print Name and Title: _____

EXHIBIT G



Site Photograph (via Google Earth)

EXHIBIT H

CITY OF SAND CITY

RESOLUTION SC _____, 2020

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING
COASTAL DEVELOPMENT PERMIT 20-02 FOR FREDERICKA SMITH
AUTHORIZING AN ART STUDIO AND HENNA SERVICE BUSINESS
WITHIN THE COMMERCIAL UNIT AT 490-D ORANGE AVENUE**

WHEREAS, Fredericka Smith of Corazon Henna & Artesania (the "Applicant") submitted an application to the City of Sand City (the "City") for coastal development permit approval to establish to operate a private art studio for the production and sale of custom art and handcrafts in addition to performing henna body art services (the "Applicant's Use") within a 184 square foot unit of an existing commercial building at 490-D Orange Avenue (portion of APN 011-271-014) in Sand City (the "Subject Property"); and

WHEREAS, the Applicant's Use of the Subject Property, at the scale and intensity described, is considered consistent with the coastal zoned "Planned Mixed-Use" zoning designation of the Subject Property and compatible with neighboring mixed-use developed and zoned properties of the West End Planning District; and

WHEREAS, based upon information provided by the Applicant regarding the description of equipment used and type of activities to be conducted, at the scope/scale described by the Applicant, the Applicant's Use is not anticipated to generate excessive noise, vibration, fumes, or other detrimental impacts or pose a nuisance to neighboring units and properties; and

WHEREAS, the Subject Property provides sufficient on-site parking to satisfy the minimum parking requirements in accordance with Chapter 18.64 of the Zoning Code for the Applicant's Use in conjunction with tenants of the adjoining units of the Subject Property; and

WHEREAS, no large truck-trailer delivery/shipments for loading/unloading activities related to the Applicant's Use is anticipated; therefore, no detrimental impact or impedance of traffic circulation along Contra Costa Street, a primary entrance into Sand City's West End District, is anticipated from the Applicant's Use; and

WHEREAS, the Subject Property and Applicant's Unit have sufficient on-site water credit to accommodate the Applicant's Use; and therefore, no further water allocation for the Applicant's Use of the Subject Property is deemed necessary; and

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

WHEREAS, the City Council of the City of Sand City, on _____, 2020, has found and

determined that the Applicant's Use, as identified by the Applicant and appropriately conditioned, will not adversely impact the character of the surrounding neighborhood, nor be injurious or detrimental to adjoining properties or the rights of the owners therein, and that Coastal Development Permit 20-02 shall be granted upon the conditions hereinafter set forth; and

WHEREAS, the City Council of the City of Sand City has accepted the analysis and findings for approving Coastal Development Permit 20-02 (hereinafter "CDP 20-02") as outlined in the City staff report, dated August 5, 2020.

1. CDP 20-02 is not valid, and the Applicant's Use of the Subject Property shall not commence unless and until two copies of this Resolution/Permit, signed by the permittee and the Subject Property's owner, acknowledging receipt of the Permit and acceptance of the terms and conditions, is returned to the City's Planning Department. Failure to return said signed/executed document may be grounds for City termination of CDP 20-02.

2. Purpose: CDP 20-02 is for the express purpose of authorizing, at the scope and scale described in the Applicant's application, a private art studio for the production and sale of custom art and handcrafts in addition to performing henna body art services within an approximate 184 square foot commercial unit at 490-D Orange Avenue (portion of APN 011-186-020); subject to the terms and conditions specified in CDP 20-02. Residential occupancy of the Applicant's unit on the Subject Property is prohibited. There shall be no expansion to the scope or intensity of the Applicant's Use beyond that as authorized by CDP 20-02 without either an amendment of said Permit or the issuance of a new land use entitlement permit by the City.

3. Hours of Operation: The Applicant's Use on the Subject Property shall only occur between the hours of 7:00 a.m. to 9:00 p.m. Monday through Friday, and 10:00 a.m. to 9:00 p.m. on weekends. Art classes with students on-site shall only occur between the hours of 10:00 a.m. to 6:00 p.m. Monday through Saturday. All shipments/deliveries to the site shall occur between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on weekends. Office and/or janitorial activities on-site by the Applicant may extend beyond the aforementioned hours/days provided that the Applicant's unit is not open to the public.

4. On-Site Classes: Art classes performed on the Subject Property shall be limited to no more than three (3) individual students on the Subject Property at any one time, whether that be a single class or multiple individual class sessions. There is no class size limit for classes attended virtually. Class sizes may be further reduced at the discretion of the City's building official and/or Fire Department.

5. Parking: The Subject Property shall maintain a minimum of seven (7) on-site parking spaces for all tenants of the Subject Property. One (1) of these parking spaces shall be maintained for the Applicant to satisfy zoning requirements. The Subject Property's owner and/or property manager shall be responsible for managing parking and addressing and resolving tenant disputes regarding on-site parking, provided City

zoning and permit requirements are met to the satisfaction of the City. On-site parking spaces shall not be utilized by the Applicant's Use for any purpose that impedes vehicle parking. Failure to maintain these spaces for vehicle parking by the Applicant's Use shall be sufficient reason for the City to terminate CDP 20-02. The Applicant is prohibited from parking any non-operational vehicles on the Subject Property. Any vehicle parking by and for the Applicant Use shall not double park as to encroach into public rights-of-way, including public sidewalks. The Applicant shall not park and/or store any hitch or other type of trailer outside the building on the Subject Property or within any City public right-of-way unless actively involved with loading/unloading activities.

6. Truck & Trailer Street Parking: In accordance with City Municipal Code Chapter 10.08, the Applicant shall not park or store trucks, trailers, or other large vehicles, as listed in said Chapter 10.08, within any City street at any time unless actively involved with loading/unloading or otherwise has a valid City issued annual parking permit. Violation of this condition may result in the issuance of citations in accordance with City Municipal Code Chapter 10.08.
7. Loading/Unloading: Any loading/unloading activities associated with the Applicant's Use shall only occur on-site during those daytime hours specified by CDP 20-02 (see Condition No. 3 "Hours of Operation"). Loading/unloading activities for the Applicant's Use shall not occur, nor obstruct traffic flow, within the Contra Costa Street public right-of-way.
8. Storage: All materials, parts, tools, equipment, packaging, pallets, and/or any other item associated and/or manufactured by the Applicant's Use that is stored on the Subject Property, shall only be stored within the Applicant's unit and prohibited from being stored on the Subject Property beyond the confines of the Applicant's unit and building. Any materials stored/used on-site, that may pose a hazard, shall comply with all requirements of the Monterey County Health Department, the City's Fire Department, and/or the City's code enforcement officer. The placement of a self-contained portable storage unit by the Applicant on-site, beyond the confines of the building, is hereby prohibited; and the need of the Applicant to do so shall be considered by the City as justification that this operation has expanded beyond the Subject Property's ability to sufficiently accommodate the Applicant's operation; and thus be sufficient reason for the City to terminate CDP 20-02.
9. Property Maintenance: The Subject Property shall be maintained in a clean, orderly, weed-free, and litter-free condition. There shall be no storage of waste material or debris on-site, except as otherwise allowed by CDP 20-02. The Applicant and/or the Subject Property's owner shall be responsible for maintenance and upkeep of the Applicant's leased area of the Subject Property for the duration of the Applicant's Use at the Subject Property as authorized by CDP 20-02.
10. Signs: Commercial signs attached/applied to the exterior of the building(s), identifying the Applicant's Use, shall be reviewed and approved by the Sand City Design Review Committee (the "DRC") in the issuance of a sign permit prior to the establishment of

any sign such at the Subject Property. Signs attached to the building shall also obtain a City building permit prior to installation of said sign. The Applicant shall not place any free-standing sign off the Subject Property within City limits without City Planning Department approval.

11. General Waste: Trash, litter, boxes, crates, pallets, debris, or other used and/or discarded materials generated/used by the Applicant's Use shall be stored in an appropriate waste collection bin or dumpster. Except on a designated trash collection day, said bin(s) or dumpster(s) shall be maintained either within the building or within a City approved enclosure on the Subject Property. An enclosure may be established on the Subject Property only after approval by the City's Planning Department. The Applicant shall work and coordinate with the City's franchised waste hauler to implement material recycling and recovery as part of this operation's regular routine when feasible.
12. Hazardous Waste: Any and all hazardous materials and/or hazardous waste used/generated by the Applicant's Use shall be legally stored and disposed of in accordance with the regulations of the City, the County of Monterey, and the State of California. The Applicant shall maintain Material Safety Data Sheets ("MSDS") on the Subject Property for all hazardous materials/substances used and/or maintained on-site. The Applicant shall concede to any direction of the City's Fire Department, City Code Enforcement Officer(s), and/or the Monterey County Health Department regarding the storage and/or handling of hazardous materials on the Subject Property. Any illegal material storage, dumping, and/or disposal shall be sufficient grounds for City termination of CDP 20-02.
13. Water Runoff: The Applicant's Use shall not create water run-off within the City in accordance with Chapter 13.05 of the Sand City Municipal Code regarding Storm Water Management. There shall be no washing of vehicles on the Subject Property.
14. Water: Issuance of CDP 20-02 does not grant the Applicant and/or Subject Property's owner any right or privilege to any allocation of water from the City of Sand City or other entity. The Applicant's Use shall be limited to that water credit available to the Subject Property, in accordance with the regulations of the Monterey Peninsula Water Management District (MPWMD).
15. Local/Regional Compliance: All requirements of the City's contracted Building and Fire Departments, the City Engineer, the City Police Department, the Sand City Code Enforcement officer(s), the Seaside County Sanitation District, Monterey One Water (formerly 'Monterey Regional Water Pollution Control Agency'), and Monterey County Health Department, that are applicable to the Applicant's Use shall be implemented to the satisfaction of each department and inspector thereof.
16. Air District: The Applicant shall be responsible for complying with all applicable regulations of the Monterey Bay Air Resources District. Failure to comply shall be sufficient grounds for City termination of CDP 20-02.

17. Nuisance: The Applicant's use of the Subject Property shall be conducted as to not constitute a nuisance to surrounding units and/or properties or the occupants thereof. The Applicant shall be considered responsible for the impacts created by the Applicant's Use and activities. The Applicant shall implement all mitigation necessary to inhibit any noise, vibration, particulate, odors, overflow parking, and/or other negative impact(s) that this operation may or will generate. Any mitigation to abate negative impacts of the Applicant's Use, as directed by the City, shall be implemented by the Applicant to the City's satisfaction as to effectively mitigate such negative impacts. If the City Council finds at any time that any use of the Subject Property constitutes a nuisance, or is otherwise detrimental to the neighborhood or to the community, such use shall be discontinued or modified as may be required by the City. Failure to effectively implement mitigation required by this Permit, or other direction/notification by the City deemed necessary to abate negative impacts generated by the Applicant's Use, may be adequate grounds for the City to amend or terminate CDP 20-02. Failure to comply with such City direction may result in the amendment or revocation of CDP 20-02.
18. Violation/Termination: If the City determines that any term or condition of CDP 20-02 has been violated, and/or use of the Subject Property constitutes a nuisance or is otherwise detrimental to the neighborhood or the community, written notice shall be issued to the Applicant, that if such violation is not corrected or removed within a specified time, a public hearing may then be scheduled where the City Council may consider amending or revoking CDP 20-02 and may then order said Permit amended or revoked. The Applicant and the Subject Property's owner shall be notified of any such public hearing, and provided an opportunity to address the City Council prior to any action by the City Council to amend or terminate CDP 20-02.
19. Interpretation: Any question of intent or interpretation regarding any condition within CDP 20-02 shall be resolved by the City's Planning Department.
20. The issuance of CDP 20-02 shall not supersede or override any requirement of any other City, County, State, or Federal agency.
21. Indemnification: To the extent permitted by law, the Applicant and Property Owner shall indemnify and hold harmless the City, its City Council, its officers, employees, consultants, and agents (the "indemnified parties") from and against any claim, action, or proceeding brought by a third party against the indemnified parties, the Applicant, and/or Property Owner in connection with this Permit, including but not limited to any such action to attack, set aside, or void, any permit or approval authorized hereby, including (without limitation) reimbursing the City for its actual attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its own choice.
22. Business License: The Applicant shall acquire, maintain, and annually renew a Sand City business license for the duration of the Applicant's Use within Sand City. Failure to maintain a current City business license may be sufficient grounds for City Council termination of CDP 20-02.

PASSED AND ADOPTED by the City Council of Sand City this ____ day of September, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Connie Horca, Acting City Clerk

Mary Ann Carbone, Mayor

This is to certify that the Conditional Use Permit (CDP) 20-02 contains the conditions specified by the City Council in approving said Permit.

Charles Pooler, City Planner

APPLICANT ACCEPTANCE (CDP 20-02)

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

DATED: _____

BY: _____
Applicant

CONSENT OF OWNER (CDP 20-02)

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

DATED: _____

BY: _____
Property Owner

AGENDA ITEM

7A

STAFF REPORT

DATE: August 26, 2020 **Agenda Item: 7A**

TO: Honorable Mayor and City Council Members

FROM: Leon Gomez, City Engineer

SUBJECT: **Adoption of the 2019 Monterey Peninsula, Carmel Bay and South Monterey Bay Integrated Regional Water Management Plan Update and authorizing the City Manager to execute a reimbursement agreement with the Monterey Peninsula Water Management District in order to receive Proposition 1 Integrated Regional Water Management Implementation Grant funds to support the West End Stormwater Improvement Project on Catalina Street**

RECOMMENDATION

Staff recommends that the City Council consider and approve a resolution adopting the 2019 Monterey Peninsula, Carmel Bay and South Monterey Bay Integrated Regional Water Management Plan Update and authorizing the City Manager to execute a reimbursement agreement with the Monterey Peninsula Water Management District in order to receive Proposition 1 Integrated Regional Water Management Implementation Grant funds to support the West End Stormwater Improvement Project on Catalina Street.

BACKGROUND

West End Stormwater Improvement Project – Catalina Street

In January 2019, the City of Sand City (the City) submitted project application forms to request grant funding for the West End Stormwater Improvement Project on Catalina Street (the Project). The Project involves the retrofit of an existing minor collector street to integrate low-impact development (LID) strategies to address flood control, water quality, and meet several community objectives. The Project proposes to install bioretention facilities, permeable pavement, new storm drain infrastructure, horizontal infiltration chambers, and will improve pedestrian and Americans with Disability Act (ADA) access throughout the corridor. The Project will treat approximately 5 acres within the West End neighborhood. The conceptual design of the Project was funded through a Proposition 1 Stormwater Technical Assistance grant which the City was previously awarded and the construction cost for the Project was estimated to be \$972,400. The conceptual site plan for the Project is shown in **Attachment 1**.

Integrated Regional Water Management

Integrated Regional Water Management (IRWM) is a collaborative effort to manage all aspects of water resources in a region. IRWM crosses jurisdictional, watershed, and political boundaries; involves multiple agencies, stakeholders, individuals, groups and attempts to address the issues and differing perspectives of all the entities involved through mutually beneficial solutions.

An IRWM Plan (IRWMP) is a comprehensive guide for developing, prioritizing, and implementing coordinated water resource plans and projects and is intended to be amended from time to time to meet a planning region's changing needs and priorities, incorporate new developments in water

resource management, and to respond to project solicitations from state and federal funding agencies. IRWMPs are intended to provide a framework for agencies, non-profit groups, for-profit corporations and other stakeholders to work together on common water management strategies, objectives, goals and projects. As such, the IRWMP takes into consideration the many plans and policies currently being implemented for water resource management, analyzes how these are interrelated and shows how projects and programs can have multiple benefits when grouped together. The focus of an IRWMP is to improve management of local water resources by proposing to implement and monitor a suite of projects that:

- Incorporate water management strategies required under State IRWM guidelines;
- Meet objectives and goals set by stakeholders;
- Accomplish regional priorities;
- Are technically and financially feasible; and
- Assist in meeting Statewide priorities.

An IRWMP does not bind any agency or group to carry out particular actions, policies, or projects. The current 2019 IRWM Plan Update and Appendices may be viewed and/or downloaded at:

<https://www.mpwmd.net/resources/irwm-program/>

Funding Areas

The Department of Water Resources (DWR) is charged by the legislature with disbursing State funds for the IRWM program and has divided the state into 12 hydrologic region-based funding areas and 48 sub-regions for planning purposes. Locally, the Central Coast Funding Area (CCFA) is comprised of coastal watersheds in the counties of Santa Cruz, Santa Clara, San Benito, Monterey, San Luis Obispo and Santa Barbara. Within this area, there are six IRWMPs covering each funding area. The Monterey Peninsula, Carmel Bay, and South Monterey Bay planning region was initially defined in 2005 after discussions with Monterey County Water Resources Agency (MCWRA) and formally designated by the DWR in 2009.

IRWMP Updates

At their June 23, 2014 meeting, the Monterey Peninsula Water Management District (the MPWMD) Board of Directors adopted a "Monterey Peninsula, Carmel Bay and South Monterey Bay Integrated Regional Water Management Plan Update" that met Proposition 84 requirements. With the passage of Proposition 1 in 2016, IRWMP requirements were revised and it was necessary for the region to update the IRWMP. As a result, the IRWMP was updated in September 2019.

The City Engineer participated in several meetings held throughout 2019 to provide input to the 2019 IRWMP update. Key changes included:

- Adding California State University Monterey Bay, Carmel Area Wastewater District, Carmel River Watershed Conservancy, Carmel Valley Association, City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Pacific Grove, City of Sand City, City of Seaside, Monterey County Resource Management Agency to the Regional Water Management Group (RWMG)
- Incorporate the Stormwater Resource Plan (SRP) for the region into the IRWM Plan as an Appendix
- Split the Flood Protection/Erosion Prevention Goal into separate Goals
- Add Watershed Management as a Goal
- Modified several objectives of the IRWMP that aide in project scoring and prioritization
- Prohibit projects that are required as a mitigation identified in an environmental impact report

Grant Funding

Proposition 1 was passed in 2016 and allocated \$43 million in grant funds to the CCFA. By agreement among the CCFA regions to share these funds equitably, the Monterey Peninsula region share is \$4.2 million. On July 7, 2020, the MPWMD received an award notification letter stating that the DWR had awarded \$2,317,040 of the \$4.2 million in grant funds to the MPWMD to fund four projects from Local Project Sponsors including the City of Monterey, City of Seaside, City of Sand City, and the Marina Coast Water District. Based on the conceptual construction cost estimate, the City's West End Stormwater Improvement Project on Catalina Street was awarded \$972,400 in grant funds. The July 7, 2020 award notification letter is shown in **Attachment 2**.

Local project sponsors are required to formally adopt the 2019 IRWMP Update and enter into a reimbursement agreement with the MPWMD in order to receive Proposition 1 IRWM Implementation grant funds.

The draft reimbursement agreement between the City and the MPWMD is shown in **Attachment 3**. The State Grant Agreement between the DWR and the MPWMD for Proposition 1 IRWM Implementation Grant funding is shown in Attachment 4. The State Grant Agreement includes various exhibits some of which are project specific documents prepared by each of the Local Project Sponsors. **Both the State Grant Agreement between the DWR and the MPWMD and the reimbursement agreement between the MPWMD and City of Sand City has yet to be finalized and it is anticipated that minor edits and/or revisions to both of these agreements will be necessary prior to final execution. Any edits and/or revisions to these agreements will be reviewed by the City Attorney, City Manager, and City Engineer prior to execution of the grant reimbursement agreement.**

For additional reference, a copy of Resolution No. 2020-02 *A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Authorizing the City Manager to Enter Into Agreements for Proposition 1 Grant Funding* is shown in **Attachment 5**.

REVIEW AND ANALYSIS

The City applied for and received Proposition 1 IRWM Implementation Grant funding in the amount of \$972,400 to support the West End Stormwater Improvement Project on Catalina Street. Without this funding, the City would not likely be able to fund the Project. Therefore, it is recommended that the City Council adopt the 2019 IRWMP Update and authorize the City Manager to enter into a reimbursement agreement with the MPWMD, with edits and/or minor revisions to be reviewed by the City Attorney, City Manager and City Engineer prior to execution at a future date.

ENVIRONMENTAL (CEQA) CLEARANCE

Implementation of street and stormwater control infrastructure and improvements within the existing and developed Catalina Street public right-of-way (the "public improvement project"), and implementation of agreements and funding for said public improvement project, qualifies for a Categorical Exemption from CEQA (California Environmental Quality Act) per CEQA Guideline section 15301, for the repair, maintenance, and minor alteration of existing public facilities involving, but not limited to, streets, curbs, gutters, sidewalks and similar facilities

FISCAL IMPACT

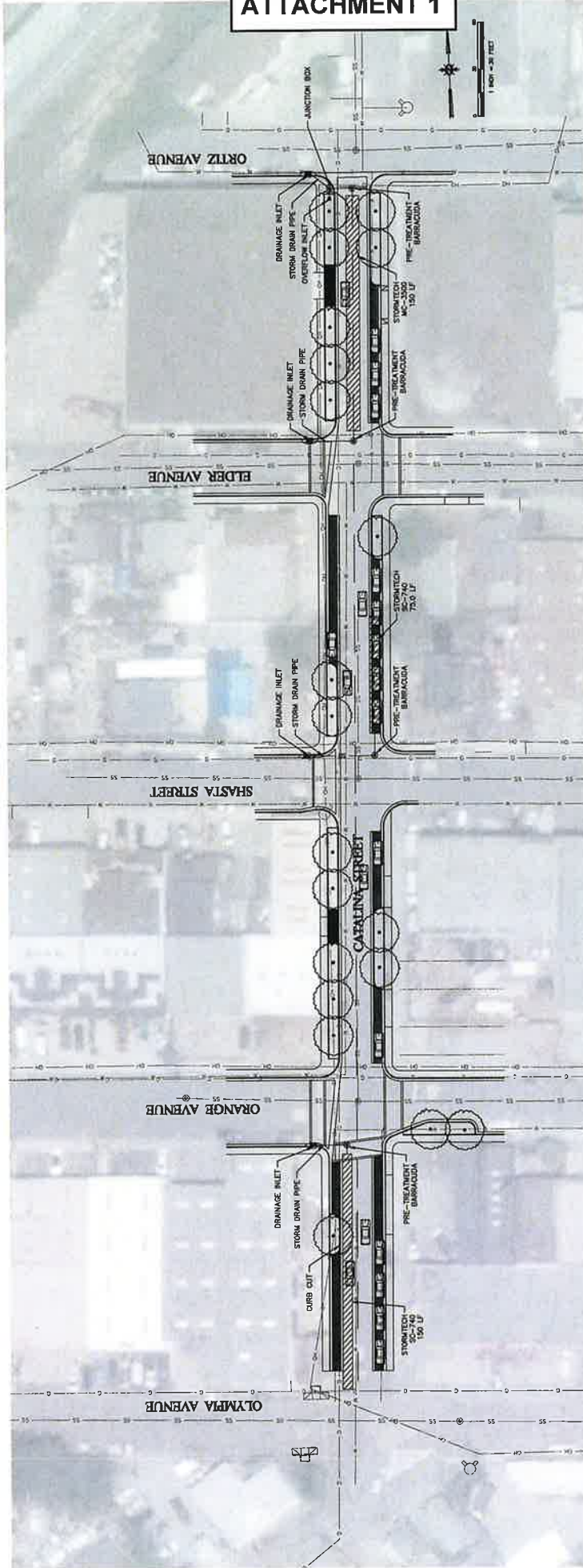
The City's 2020-2021 budget allocated up to \$110,000 for coordination, meetings, preparation of the grant application, and other project related efforts for the West End Stormwater Improvement

Project on Catalina Street.

ATTACHMENTS:

1. Catalina Street Concept Plan
2. July 7, 2020 Award Notification Letter
3. Draft Reimbursement Agreement Between the Monterey Peninsula Water Management District and the City of Sand City for Funds from a Proposition 1 Round 1 IRWM Grant
4. Draft Grant Agreement Between the State of California (DWR) and the Monterey Peninsula Water Management District, Proposition 1 IRWM Implementation Grant
5. Resolution No. 2020-02 A Resolution of the Board of Directors of the Monterey Peninsula Water Management District Authorizing the City Manager to Enter Into Agreements for Proposition 1 Grant Funding.
6. Resolution **SC** _____, 2020, A Resolution of the City Council of the City of Sand City Adopting the 2019 Monterey Peninsula, Carmel Bay and South Monterey Bay 2019 Integrated Regional Water Management Plan Update and Authorizing the City Manager to Execute a Reimbursement Agreement with the Monterey Peninsula Water Management District in Order to Receive Proposition 1 Integrated Regional Water Management Implementation Grant Funds to Support the West End Stormwater Improvement Project on Catalina Street.

ATTACHMENT 1



| | | | | | |
|--|----|------------|------------|---------|----------|
| CATALINA STREET GREEN INFRASTRUCTURE IMPROVEMENTS GRAY INFRASTRUCTURE PLAN | | DATE | 2018-07-11 | JOB NO. | 170830 |
| DRAWN BY | JL | CHECKED BY | SOI/JM | SCALE | 1" = 30' |
| SAND CITY, CA | | | | | SHEET |
| | | | | | 1 of 2 |

| REV | DATE | REVISION | DESIGNED BY | CHECKED BY | DATE |
|-----|------|----------|-------------|------------|------|
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DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Transmitted via email only.

July 7, 2020

Maureen Hamilton
Water Resources Engineer
Monterey Peninsula Water Management District
5 Harris Court, Building G
Monterey, CA 93940

Award Notification for Round 1 Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant, Central Coast Funding Area

Dear Ms. Hamilton:

Congratulations! We are pleased to inform you that the proposal, Monterey Peninsula Water Management District Round 1 IRWM Implementation, filed by Monterey Peninsula Water Management District has been awarded **\$2,317,040** by the Department of Water Resources (DWR) for the Round 1 Proposition 1 IRWM Implementation Grant Solicitation. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the [Agreement Template](#) for your reference.

Your timely attention is directed to the following requirements:

Within 14 calendar days of the date of this award letter:

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$2,317,040 and your commitment to provide the required non-State cost share of 50% of the total project costs, excluding projects receiving a cost share waiver or reduction.

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award. Please contact the DWR Project Manager if you would like sample language. If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Within 60 calendar days of the date of this award letter, or as otherwise specified in the attachment:

Vendor Information - You will receive a Vendor Packet from one of our Grants Analysts shortly; submitting the vendor forms is required to establish grantee contact and payment information with DWR's Accounting Office.

Ms. Hamilton
July 7, 2020
Page 2

Eligibility Requirements - Attachment 1 (Eligibility Criteria Self Certification Form) outlines the conditions that must be met before the grant agreement can be executed and additional requirements that must be addressed to maintain continuing eligibility and receive grant funds. Please complete, sign (electronically if possible) and submit the form and any required additional documentation to the DWR Project Manager according to the specified time periods.

Changes to Work Plan, Budget, and/or Schedule: Please submit a list of projects to be included in the Grant Agreement and any changes to the work plan, budget, and/or schedule since the proposal was submitted. Any proposed changes should be submitted as a Word document in track changes to the original document (work plan, budget and/or schedule), and an explanation of the changes provided. Changes will only be considered acceptable by DWR if the project maintains or increases the level of quality and benefits as compared to the original proposal, unless the grant award amount is less than what was requested in the proposal.

Following receipt of all required information, the DWR Project Manager will work with you to complete the grant agreement for execution and schedule a kick-off meeting.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to the DWR Project Manager Monia Holleman at Monia.Holleman@water.ca.gov.

Please contact Maria Lorenzo-Lee at Maria.Lorenzo-Lee@water.ca.gov or (916) 657-4893 or Ashley Gilreath at Ashley.Gilreath@water.ca.gov or (916) 653-9190 for any questions regarding the required materials.

Again, congratulations to you and your Local Project Sponsors on this well-deserved grant award. Our team appreciates the time and effort you contributed to this new and improved grant solicitation process and we will be reaching out in coming months to get your feedback for use in developing the process for Round 2 starting in 2021. We look forward to working with you to complete these IRWM projects to build water resilience in your communities.

Sincerely,

Carmel Brown

Carmel Brown P.E.

ML BE

Chief, Financial Assistance Branch

Division of Regional Assistance

ATTACHMENT 3

**AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND THE
CITY OF SAND CITY, A MUNICIPAL CORPORATION**

**FOR FUNDS FROM A PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL
WATER MANAGEMENT (IRWM) GRANT TO THE MONTEREY PENINSULA,
CARMEL BAY, AND SOUTH MONTEREY BAY PLANNING REGION TO
COMPLETE**

WEST END STORMWATER IMPROVEMENT PROJECT – CATALINA STREET

Recitals

A. The Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District," has agreed to enter into Agreement Number <SAP Agreement Number>, hereinafter called State Grant Agreement, with the Department of Water Resources of the State of California, hereinafter called "DWR" or "State," pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The State funding will assist in financing the projects identified in the Grant Agreement associated with the adopted Integrated Regional Water Management (IRWM) Plan for the Monterey Peninsula, Carmel Bay, and South Monterey Bay. The State Grant Agreement (**Exhibit A**), and any subsequent amendments thereto, are incorporated herein by reference.

B. The term Local Project Sponsor (LPS) refers to the implementing agency intended to receive grant funding pursuant to said State Grant Agreement for work to be completed by LPS as set forth in said State Grant Agreement. LPS shall be assigned in accordance with the participating agencies identified in the State Grant Agreement. All work to be completed by LPS is referred to in this Agreement as "Project" and is defined as a group of activities as set forth in the State Grant Agreement **Exhibit A** in the sub-sections in the Work Plan that describe West End Stormwater Improvement Project – Catalina Street; however, an individual LPS that enters into a Subgrantee Agreement with MPWMD for grant funds is responsible only for its portion of activities and not for activities proposed by any other LPS or by MPWMD.

C. The parties acknowledge that MPWMD will administer the distribution of grant funds to each LPS pursuant to the State Grant Agreement. The LPS agrees to act on behalf of MPWMD for the purposes of its individual Project management, oversight, compliance, and operations and maintenance. LPS is responsible for all other aspects of its Project in a manner to ensure MPWMD's compliance with the State Grant Agreement. LPS is solely responsible for design, construction, and operation and maintenance of the project it has proposed in State Grant Agreement, **Exhibit A**. Review or approval of plans, specifications, bid documents, or other construction documents by MPWMD or the State is solely for the purpose of proper administration of funds by MPWMD or the State and shall not be deemed to relieve or restrict responsibilities of the LPS under this Agreement.

D. The term of this Agreement begins on the date this Agreement is fully executed by both MPWMD and the Local Project Sponsor and ends on the termination date specified in the State Grant Agreement.

E. The parties desire to set forth the terms and conditions under which the Local Project Sponsor is to receive grant funds from MPWMD.

DRAFT

THIS AGREEMENT is entered into this _____ day of _____, by and between the City of Sand City, hereinafter called "Subgrantee" or "Local Project Sponsor," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District" for the purposes of completing the West End Stormwater Improvement Project – Catalina Street, hereinafter called "Project," and receiving reimbursement from the State Grant for a portion of Project expenses.

SECTION I SCOPE OF SERVICES

MPWMD hereby engages Subgrantee to complete the Project as set forth in the sub-sections of the Work Plan in **Exhibit A**, State Grant Agreement specific to the Project, hereinafter referred to as the Work Plan, which is an integral part of the State Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number <SAP Agreement Number>, pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.), hereinafter referred to as State Grant Agreement and incorporated as **Exhibit A** to this Agreement.

SECTION II COMPENSATION

A. GRANT REIMBURSEMENT SCHEDULE

Grant reimbursements payable to Subgrantee for services specified herein shall be in accordance with the sub-section of the Budget in **Exhibit A** specific to the Project, hereinafter referred to as Budget. The cost of the Project is estimated to be \$972,400. Subgrantee agrees to be responsible for the Non-State Share and Other Cost Share of the Project as shown in the Budget. The Subgrantee's cost share is estimated to be \$0. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share.

B. METHOD OF PAYMENT

Reimbursement of funds expended by Subgrantee shall be based on work described in the Work Plan. In order to receive disbursement of grant funds, Local Project Sponsor shall submit to MPWMD quarterly invoices for eligible project costs as defined in the State Grant Agreement Item 7 (Eligible Project Cost) in a form required by MPWMD. Supporting documentation as described in the State Grant Agreement Item 8 (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Maureen Hamilton, Water Resources Engineer
Monterey Peninsula Water Management District

mhamilton@mpwmd.net

MPWMD shall request reimbursement from the State for Subgrantee's costs, subject to a finding by MPWMD that the invoice and supporting documentation are consistent with the requirements of **Exhibit A**, State Grant Agreement. Where MPWMD finds the invoice and supporting documentation for work to be unsatisfactory, MPWMD shall describe deficiencies in writing or by electronic mail (e-mail) to Subgrantee within ten (10) days. Subgrantee shall have the option of revising the invoice and supporting documentation to delete reimbursement requests for invoices that are deemed unsatisfactory or revising unsatisfactory invoices and resubmitting a reimbursement request. Payments to Subgrantee are due and payable within thirty (30) days after receipt of grant funds from the State. As specified in State Grant Agreement, Exhibit D.36, ten percent (10%) of the maximum payment shall be retained by State, until such time as State releases retention to MPWMD. The final invoice for work performed shall be submitted by Subgrantee to MPWMD not later than 30 days after completion of Project work as set forth in the Schedule in **Exhibit A**, State Grant Agreement. MPWMD shall submit such invoice to State with request for release of retention(s) not later than 60 days after receipt of invoice.

C. MAXIMUM PAYMENT

Payments to Subgrantee for Project expenses incurred under this Agreement shall not exceed \$972,400 provided however that this amount may be increased in writing by mutual agreement of the Parties in the event project costs exceed projections and more grant funds are made available by the Department of Water Resources. This amount may be reduced as per the Paragraph 5.A.ii., State Grant Agreement.

SECTION III INSPECTION OF WORK

Authorized representatives of MPWMD shall have access to Subgrantee's offices or other work location during normal business hours for the purpose of review and inspection of work activities undertaken pursuant to this Agreement.

SECTION IV OWNERSHIP OF PROJECT REPORT

For the purposes of retaining records for any future audits, Subgrantee shall provide MPWMD electronic copies of all original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and described as deliverables in **Exhibit A**, State Grant Agreement.

Subgrantee may be required to provide additional documents to the State. MPWMD shall forward to the State all such requested documents.

SECTION V
TIME OF PERFORMANCE

Subgrantee shall complete all tasks described herein according to the schedule shown in Exhibit A, State Grant Agreement. Time is of the essence to this Agreement, and late performance may result in a termination of this Agreement pursuant to Section IX, Termination.

SECTION VI
RESPONSIBILITIES

- A. Subgrantee shall act as an independent Subgrantee and not as an agent or employee of MPWMD. Subgrantee shall have exclusive and complete control over Subgrantee's employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Subgrantee with all data and documents in its possession related to the State Grant.
- C. Subgrantee shall perform the work and provide the documentation required of MPWMD or pertinent to Local Project Sponsor's Project in a timely manner as set forth, without limitation, in the Work Plan. Notwithstanding the foregoing, any documents or information required to be submitted to the State, Department of Water Resources, agents of the Department of Water Resources, agents of the State, shall be submitted by Subgrantee to MPWMD for submittal by MPWMD to the appropriate party designated in the State Grant Agreement.
- D. Subgrantee agrees to provide all required reports as specified in Exhibit A, State Grant Agreement Item 14 (Submission of Reports), according to a format and schedule as specified by MPWMD. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports.
- E. Subgrantee shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder for the Project work specified in the Work Plan. Subgrantee shall be responsible for the reproduction of work produced by Subgrantee hereunder.
- F. MPWMD is to provide administrative services for the benefit of Local Project Sponsor and other local project sponsors, in the administration of this Agreement and the State Grant Agreement. MPWMD is to receive compensation via grant reimbursement for these services as set forth in the budget in Exhibit A, State Grant Agreement.

MPWMD agrees to provide grant administrative services for the term specified in the State Grant Agreement. In the event the terms or conditions of the State Grant Agreement are changed to accommodate the Local Project Sponsor, MPWMD shall be reimbursed by the Subgrantee for any additional administrative costs that are solely attributable to grant

administration occurring beyond the original scope of work described in the State Grant Agreement.

- G. Subgrantee acknowledges that **Exhibit A**, State Grant Agreement Item 5 (Basic Conditions) establishes the State shall have no obligation to disburse money for the Project under this Agreement until MPWMD, and as applicable the Subgrantee, has satisfied all the applicable conditions specified in Item 5.
- H. Subgrantee acknowledges its responsibility to comply with the applicable provisions of **Exhibit A**, State Grant Agreement Exhibit D. Standard Conditions. Special attention is directed to State Grant Agreement Section D5 "Audits." Subgrantee may be required to share in expenses associated with an audit and shall be required to maintain records for at least three (3) years after Project completion.
- I. The Subgrantee agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all subcontractors, material suppliers, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Subgrantee, Subgrantee's employees, or Subgrantee's subcontractors or sub-subcontractors in the performance of this Agreement.
- J. Subgrantee agrees to perform all work for the Project under this Agreement in compliance with the terms and conditions of **Exhibit A**, State Grant Agreement.

SECTION VII INSURANCE

The Subgrantee shall procure, purchase at its expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Subgrantee's activities, work, services, and/or operations performed by the Subgrantee under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Subgrantee or any of them is or may be liable. The procurement and maintenance by the Subgrantee of policies required under this Agreement shall not relieve, limit or satisfy Subgrantee's obligation to indemnify, defend and save harmless MPWMD, its officers, directors, agents and employees.

- A. Subgrantee represents that Subgrantee will, prior to commencement of work pursuant to this agreement, name and endorse on to his Comprehensive General Liability insurance policy MPWMD and the State, its officers, agents and employees as "an insured" with respect to liability arising out of the activities, services, operations or work performed by Subgrantee for MPWMD (ISO form CG 20 09 11 85 or its equivalence). Subgrantee shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit B**) and shall require any subcontractor

or sub-subcontractor to provide evidence of similar liability insurance coverages.

- B. Subgrantee shall add to Subgrantee's Comprehensive General Liability insurance policy a severability interest clause or such similar wording if Subgrantee's policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."
- C. All policies carried by Subgrantee shall contain a provision or be endorsed to state that coverage as respects to MPWMD and the State, its officers, agents and employees shall not be suspended, voided, cancelled or non-renewed except after the insurance company has given to MPWMD at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.
- D. Subgrantee shall, on all policies or coverages required to be carried by Subgrantee pursuant to this Agreement, give to MPWMD forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.
- E. Prior to the execution of the Agreement, Subgrantee shall file with MPWMD certificates of insurance coverage actually in force required to be carried by Subgrantee pursuant to this Section VII and Insurance Requirements (**Exhibit B**). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.
- F. All insurance policies carried by or available to Subgrantee shall be primary and not excess nor contributing with any insurance issued to or available to MPWMD. Any insurance or self-insurance maintained or carried by MPWMD shall be excess of the Subgrantee's insurance and shall not participate in nor contribute with such insurance carried by or available to Subgrantee. MPWMD will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Subgrantee.
- G. In the event Subgrantee elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Subgrantee shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.
- H. MPWMD shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Subgrantee in the event such insurance coverage does not comply with the requirements hereof. However, MPWMD may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates

and correspondence required to be carried by Subgrantee pursuant to this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Project Work Plan or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Project Work Plan may also result in a change in the compensation amount. Any changes to the Work Plan or Budget for the Project shall be documented by duly executed amendments to this Agreement and to Exhibit A, State Grant Agreement.

SECTION IX TERMINATION

MPWMD may terminate this Agreement by written notice to Subgrantee at any time prior to completion of work described in the Work Plan, at the option of MPWMD, upon violation by the Subgrantee of any material provision after such violation has been called to the attention of the Subgrantee and after failure by the Subgrantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by MPWMD. In the event of such termination, the Subgrantee agrees, upon demand, to immediately repay to MPWMD an amount equal to the amount of grant funds disbursed to the Subgrantee prior to such termination, if such a demand is made by the State. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Subgrantee to the date of full repayment by the Subgrantee. In addition, Subgrantee agrees to pay all costs incurred by MPWMD to recover such funds.

SECTION X SUB-CONTRACTING

Subgrantee agrees that all provisions in the State Grant Agreement applying to Subgrantee shall also apply to its sub-contractors.

SECTION XI NONDISCRIMINATION AND FAIR EMPLOYMENT

During the performance of this Agreement, the Subgrantee and its contractors shall comply with the requirements in State Grant Agreement, Exhibit A.

SECTION XII DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: Subgrantee, its contractors or subcontractors shall certify, under

penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace. Prior to commencement of work pursuant to this agreement, the Subgrantee, and all sub-subgrantees and subcontractors performing any portion of the work, shall complete and submit to MPWMD a Drug-Free Workplace Certification (Exhibit C).

SECTION XIII INTEREST OF SUBGRANTEE

During the performance of this Agreement, the Subgrantee and its contractors shall comply with the requirements in State Grant Agreement, Exhibit A.

SECTION XIV CONTINGENT FEES

Subgrantee warrants that Subgrantee has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee to solicit or secure this Agreement, and that Subgrantee has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Subgrantee, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XVI NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: Monterey Peninsula Water Management District
5 Harris Court, Building G
P. O. Box 85
Monterey, CA 93942-0085
Attention: Dave Stoldt, General Manager

SUBGRANTEE: City of Sand City
1 Pendergrass Way
Sand City, CA 93955
Attention: Aaron Blair, City Manager

SECTION XVII
AMENDMENTS

This Agreement together with **Exhibits A through C** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number <enter SAP number>, Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant
- Exhibit B.** Insurance Requirements
- Exhibit C.** Drug-Free Workplace Policy and Certification

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David Stoldt, General Manager

CITY OF SAND CITY

BY: Aaron Blair, City Manager

FEDERAL TAX IDENTIFICATION NUMBER _____

DRAFT

EXHIBIT A

STATE GRANT AGREEMENT NO. <enter SAP number>

EXHIBIT B

INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. X Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District or the State, its officers, agents and employees.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District and the State, its officers, agents and employees shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 45-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B & C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees" and the "State, its officers, agents and

employees.”

- C. This policy shall contain a severability of interest clause or similar language to the following:
- “The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization.”
- D. All policies shall contain a provision that the insurance company shall give the District at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Subgrantee to the Risk Manager for the District as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Monterey Peninsula Water Management District
Attn: Risk Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085
- VI. All policies carried by the Subgrantee shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

EXHIBIT C

DRUG-FREE WORKPLACE POLICY CERTIFICATION

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Acts of 1988 and 1990. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees, contractors and subcontractors. It subjects all employees, contractors, and subcontractors, as well as visitors to our facilities and work site, to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently. In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees, contractors, and subcontractors are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for first offense. Violation of this policy by contractors or subcontractors could result in termination of the contract for their services.
2. Should you be required to take any kind of prescription or nonprescription medication which could affect your job performance, you are required to report this to your supervisor. Your supervisor will determine if it necessary to temporarily place you on another work assignment or to take other action as appropriate.
3. Employees, contractors, and subcontractors have the right to know the dangers of drug abuse in the workplace, the Monterey Peninsula Water Management District's policy about it, and what help is available to combat drug problems.
4. We will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to District employees through their coverage under the Blue Cross Employee Assistance Program.
5. Any employee, contractor, or subcontractor convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence. Failure to do so will subject the employee to disciplinary action, up to and including immediate termination. Failure to do so by a contractor or subcontractor could result in termination of the contract for their services. By law, the District will notify the federal contracting officer within ten (10) days of receiving any notice of such a conviction.

6. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

ALL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS ARE ASKED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGEMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

Signature of responsible party

Name and title of responsible party

Date signed

ATTACHMENT 4

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND**

<GRANTEE NAME>

AGREEMENT NUMBER <SAP AGREEMENT NUMBER>

**PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the <insert Grantee Name>, a <select appropriate descriptor and delete others: public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section § 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by <insert the last project completion date based on schedule> in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after <insert date 3 months after the last project work is scheduled to be completed>.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$<INSERT AMOUNT>. This amount may be reduced as per the Paragraph 5.A.ii.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.**
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package (Exhibit A), project(s) that are subject to the California Environmental Quality Act (CEQA) and/or environmental permitting (including final land purchases) shall not be included in this Agreement until CEQA is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as described below.
 - ii. A single amendment to the Agreement will be allowed to include projects that complete CEQA and/or acquire permits necessary to begin construction within twelve months of Final Award.

Within this single amendment, any placeholder projects that did not meet the CEQA and permitting eligibility requirements will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement, however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than 60 days following the end of the calendar quarter as first determined from the date of the executed Agreement (e.g. If execution date is August 1, then submit by November 1st, February 1st, May 1st and the following August 1st.) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan."
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) and/or environmental permitting (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA process and State's notice of verification of environmental permit submittal.
- The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, finding of no significant impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable for Implementation Components/Project(s).

- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the <Insert Final Award date> may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. **Overhead and Indirect Costs.** "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from

the Grantee via US mail or Express mail delivery of a "wet signature" or an electronic invoice certified and transmitted via electronic/digital signature (e.g., DocuSign) for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices shall accompany a Quarterly Progress Report and shall be submitted no later than sixty (60) days following the end of the quarter as first determined from the date of the Agreement's execution (e.g. If execution date is August 1, then submitted by November 1st, February 1st, May 1st and the following August 1st.) The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: <Insert DWR PM, title & appropriate address> or an electronic signature certified and transmitted via electronic/digital signature (e.g., DocuSign) from authorized representative to <Insert DWR PM, title, & email address>.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., reimbursement or cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in

suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been used. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request shall include:
 - i. Descriptive information concerning each project, consistent with this Agreement
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. Budget for each project
 - iv. A detailed funding plan which shows how the advanced funds will be expended quarterly (i.e., for what, how much, and when, including CEQA and permitting timeline) and clearly identifies the budget to complete the project once the advanced funds have been expended.
 - v. An update on project status and any reimbursable funds expended to date
 - vi. Any other information that DWR may deem necessary
 - C. If a Local Project Sponsor is requesting advanced payment, the Grantee shall submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and all required project information and that information being deemed adequate at the sole discretion of DWR, and subject to the availability of funds, the State will authorize payment of the advanced funds of up to 50% of the grant award for the qualified project(s) or lesser amount as may be requested by the Grantee. The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget."

- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of a signed invoice for costs incurred, including Local Cost Share, and timely Progress Reports as required by Paragraph 14, "Submission of Reports."
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated funding plan which that shows how the remaining advanced funds will be expended.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to Local Project Sponsor(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
- D. Once the Grantee has expended all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement," and any remaining requirements of Paragraph 5, "Basic Conditions."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Failure to comply with any other term of this Agreement.

H. Repayment amounts may also include:

- i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
- ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines, and Senate Bill No. 555, as stated on page 22 of the Proposal Solicitation Package. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. Seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act set forth on page 10 of the 2019 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control. For more information, visit the website listed in Appendix A of the 2019 Guidelines.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the Agreement, with future reports then due on successive three-month increments (quarterly) based on the invoicing schedule and the date of the first submittal.
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

| | |
|---|---------------------------------------|
| Department of Water Resources | <Grantee agency/company Name> |
| Arthur Hinojosa | <Grantee Project Representative Name> |
| Chief, Division of Regional Assistance | <Title> |
| P.O. Box 942836 | <Mailing address line 1> |
| Sacramento, CA 94236-0001 | <Mailing address line 2> |
| Phone: (916) 653-4736 | Phone: (###) ###-#### |
| Email: Arthur.Hinojosa@water.ca.gov | Email: |

Direct all inquiries to the Project Manager:

| | |
|-------------------------------|--------------------------------|
| Department of Water Resources | <Grantee agency/company Name> |
| <DWR Project Manager Name> | <Grantee Project Manager Name> |
| <Title> | <Title> |
| <Mailing address line 1> | <Mailing address line 1> |
| <Mailing address line 2> | <Mailing address line 2> |
| Phone: (###) ###-#### | Phone: (###) ###-#### |
| Email: | Email: |

Either party may change its Project Representative or Project Manager upon written notice to the other party.

- 22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Report Formats and Requirements
Exhibit G – Requirements for Data Submittal
Exhibit H – State Audit Document Requirements for the Grantee
Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<INSERT GRANTEE NAME>

Arthur Hinojosa
Chief, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

EXHIBIT A

WORK PLAN (or copy their work plan into this item)

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

NOTE: These are instructions – not to be included in final agreement:

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project and the status of each task (including estimated % complete for those tasks already completed or underway prior to the execution of this Agreement). Also include a brief overview of work already completed and work to be performed.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- Procedures for coordinating with its partner agencies and organizations that may receive funding from the grant including any contracts, memorandums of understanding (MOUs), and other formal agreements.
- A brief overview of standards, such as construction standards, health and safety standards, laboratory analysis, or accepted classifications methods that will be used in implementation.
- A Project Performance Monitoring Plan for the project(s). Project Performance Monitoring Plan requirements are discussed below.
- A discussion of the status of acquisition of land or rights-of-way. If a funded project requires land to be purchased and/or an easement to be acquired, include a list of needed parcels for each project and the status of the acquisition. If land and/or easement acquisition is not applicable, state as such.
- A listing of all necessary permits and the status of securing such permits, if applicable.
- A plan for the preparation and completion of requirements to comply with CEQA, NEPA, and other environmental laws, if applicable. If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- A description of the required tribal notification, if applicable, requirement (PRC §75102). If deemed not applicable, describe the basis for that conclusion. See Appendix C of the 2019 Guidelines for further information.
- Necessary plans and specifications.

PROJECT 1: Grant Administration

IMPLEMENTING AGENCY: <GRANTEE>

PROJECT DESCRIPTION: The Regional Water Management Group authorized <GRANTEE> to act as the applicant and the grant manager for the Proposition 1, Round 1 IRWM Implementation Grant. <GRANTEE> will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Grant Administration

Task 1: Agreement Administration

<GRANTEE> will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

<GRANTEE> will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

Y Invoices and associated backup documentation

Task 3: Reporting

<GRANTEE> will be responsible for compiling progress reports for submittal to DWR. <GRANTEE> will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement. For example, progress reports will explain the status of each project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project completion reports will include: documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

Deliverables:

Y Quarterly Invoices and backup documentation
Y Quarterly Progress Reports and updated schedule
Y Grant Completion Report

Y Deliverable due date Schedule

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>

PROJECT DESCRIPTION: <Description of work that will be done, where, and benefits that will be provided.>

Budget Category (a): Project Administration (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, <GRANTEE>. Prepare invoices including relevant supporting documentation for submittal to DWR via <GRANTEE>. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Y Invoices and associated backup documentation
- Y Applicable Project Deliverables

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to <GRANTEE> for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Project Completion Report and submit to DWR via <GRANTEE> for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Report addressing <GRANTEE>/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit F.

Deliverables:

- Y Quarterly Project Progress Reports
- Y Project Completion Report
- Y Deliverable schedule, with updates as needed
- Y Acknowledgment of Credit per Condition D.2

Budget Category (b): Land Purchase/Easement (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Land Purchase

Approximate area of land to be purchased or easement(s) to be acquired. {Add applicable detail}

Deliverables:

- Y Documentation supporting property value (if purchased)
- Y All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation Instruction: If not applicable, it should say "Not applicable"

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. <Add applicable detail>

Deliverables:

- Y Relevant Feasibility Studies

Task 5: CEQA Documentation

Prepare and circulate a Notice of Preparation (including Tribal notification to the California Native Heritage Commission). Prepare draft environmental document(s) and release document(s) for public review. File Notices of Completion and Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). After preparation, submit all required documents to the State to facilitate State review per Agreement paragraph 5. <Add applicable detail.>

Deliverables:

- Y All necessary CEQA documents as required
- Y No Legal Challenges Letter

Task 6: Permitting

<Insert description>

Deliverables:

- Y Permits as required

Task 7: Design

<Insert description.>

Deliverables:

- Y Basis of Design Report
- Y 100% Design Plans and Specifications

Task 8: Project Performance Monitoring Plan

Develop and submit a Project Performance Monitoring Plan. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. <Add applicable detail>

Deliverables:

Y Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

Activities necessary to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

<Add applicable detail>

Deliverables:

- Y Bid Documents
- Y Proof of Advertisement
- Y Award of Contract
- Y Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. <Add applicable detail>

Deliverables:

- Y Notice of Completion
- Y Engineer's Certificate of Completion
- Y Record Drawings

Task 11: Construction

Construction activities are outlined below.

- 11(a): Mobilization and Demobilization <Add applicable detail>
- 11(b): Site preparation will include <Add applicable detail>
- 11(c): Install, construct, excavate <Add applicable detail>
- 11(d): Improve <Add applicable detail>

Deliverables:

- Y Monthly Photographic Documentation of Progress
- Y Acknowledgement of Credit Sign, per Standard Condition D.2

**EXHIBIT B
BUDGET**

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program. The budget shall be consistent with the work plan and schedule.]

AGREEMENT BUDGET SUMMARY

| PROJECTS | | Cost Share: Non-State Fund Source* | Grant Amount | Other Cost Share** | Total Cost | Percent Cost Share |
|--------------------|------------------------------------|--|--------------|-----------------------|------------|--------------------------|
| 1 | Project 1: Grant Administration*** | \$0 | \$0 | \$0 | \$0 | % |
| 2 | Project 2: <Title> | \$0 | \$0 | \$0 | \$0 | % |
| X | Project X: <Title> | \$0 | \$0 | \$0 | \$0 | % |
| GRAND TOTAL | | \$0 | \$0 | \$0 | \$0 | - |

NOTES:

*Non-State funds represents the 50% required cost share by Proposition 1 and could be from any non-state source (County, Federal, any other agency share, etc.). Other cost share is any additional funding that the Grantee includes above the 50% required cost share; and it could be from any non-state source. Federal funding that passes through the California Governor's Office of Emergency Services is considered from a federal source. Footnote should explain if the Grantee received a cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s). List sources of Cost Share.

** List sources of Other Cost Share, including other State Fund Sources. (Other cost share means the amount that is not required as part of grant/ or proposition)

*** Funding for grant administration cannot exceed 10% of the total requested grant amount of the proposal. This 10% limit includes total grant administration costs incurred by the Grantee and each Local Project Sponsor.

PROJECT 1: Grant Administration

| BUDGET CATEGORY | | Cost Share: Non-State Fund Source* | Grant Amount | Other Cost Share** | Total Cost |
|--------------------|----------------------|--|--------------|-----------------------|------------|
| (a) | Grant Administration | \$0 | \$0 | \$0 | \$0 |
| TOTAL COSTS | | \$0 | \$0 | \$0 | \$0 |

NOTES:

*Footnote should explain if the Grantee received a DAC/EDA cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s).

**List sources of Other Cost Share, including other State Fund Sources.

PROJECT X: <Project X Name>

Implementing Agency:

Project directly serves a need of a Disadvantaged Area?: Yes/No

Local Cost Share Required: X%

| BUDGET CATEGORY | | Cost Share: Non-State Fund Source* | Grant Amount | Other Cost Share** | Total Cost |
|--------------------|--|--|--------------|-----------------------|------------|
| (a) | Grant Administration | \$0 | \$0 | \$0 | \$0 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$0 | \$0 |
| (d) | Construction / Implementation | \$0 | \$0 | \$0 | \$0 |
| TOTAL COSTS | | \$0 | \$0 | \$0 | \$0 |

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Footnote should explain if the Grantee received a DAC/EDA cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s).

**List sources of Other Cost Share, including other State Fund Sources.

**EXHIBIT C
 SCHEDULE**

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

[Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule shall be consistent with the work plan and budget.]

Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee should refer to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager to obtain the estimated due date for the deliverables listed in Exhibit A. The dates listed in Exhibit C Schedule are date ranges that correlates to the activities listed within that Budget Category in Exhibit A.

PROJECT 1: Grant Administration

| BUDGET CATEGORY | | Start Date | End Date |
|-----------------|----------------------|------------|------------|
| a | Grant Administration | MM/DD/YYYY | MM/DD/YYYY |

PROJECT X: <Project X Name>

| BUDGET CATEGORY | | Start Date | End Date |
|-----------------|---|------------|------------|
| a | Grant Administration | MM/DD/YYYY | MM/DD/YYYY |
| b | Land Purchase / Easement | MM/DD/YYYY | MM/DD/YYYY |
| c | Planning / Design / Engineering / Environmental Documentation | MM/DD/YYYY | MM/DD/YYYY |
| d | Construction / Implementation | MM/DD/YYYY | MM/DD/YYYY |

EXHIBIT D

STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments shall be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment. Requests solely for a time extension shall be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment shall be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement."

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this

provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code § 79708 (b))

- D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8) CEQA: Activities funded under this Grant Agreement, regardless of funding source, shall be in compliance with CEQA. (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code § 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code § 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- D.10) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement shall be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules shall be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13) **CONFLICT OF INTEREST:** All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

- D.15) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract
- D.17) **EASEMENTS:** Where the Grantee or LPS acquires property in fee title or funds improvements to real property already owned in fee by the Grantee or LPS using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction shall be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee or LPS acquires an easement under this Agreement, the Grantee or LPS agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

- D.18) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19) **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform, or cause to be performed, all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20) **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21) **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22) **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited

to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.23) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24) INSPECTION OF BOOKS, RECORDS, AND REPORT. During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.27) MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule shall be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28) NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation or gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall

comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.29) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30) PERFORMANCE BOND: Where contractors are used, the Grantee or LPS shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee or LPS in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph shall be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee or LPS shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee or LPS shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee or LPS shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.33) PROJECT ACCESS: The Grantee and/or LPS shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34) REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.36) **RETENTION:** The State shall withhold ten percent (10%) of the funds, for each Project, until the Project is complete and Final Project Report is approved and accepted by DWR. At the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single Component (within a Project) may be released when that Component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37) **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38) **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39) **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.41) **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee shall provide a reason(s) for termination. The Grantee shall submit all progress reports summarizing accomplishments up until termination date.
- D.42) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43) **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

- D.45) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46) TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.48) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

DRAFT

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Schedule showing actual progress verses planned progress
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- As-built drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is actually performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template will be provided by the assigned Grant Manager. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online the Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored component below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: <Title>

Sponsor Agency:

Agency Address:

Project Location:

Project Locations/Sites/Vicinities Map – Provide a map and/or diagrams depicting the project locations and project features (in adequate detail) with respect to project service area (may represent the area covered by a project); the region/funding area boundary, facilities of the project (if applicable); DACs or EDAs within the project area (if applicable); and any other project features that may apply.

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: <Title>

Sponsor Agency:

Agency Address:

Project Location:

EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors

impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.

- a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
- a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

Exhibit L

Project Monitoring Plan Guidance

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



**FINAL
RESOLUTION NO. 2020-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
AUTHORIZING ITS GENERAL MANAGER TO ENTER INTO AGREEMENTS
FOR PROPOSITION 1 GRANT FUNDING**

FACTS

1. In 2016, the Monterey Peninsula Water Management District (MPWMD) executed a Memorandum of Agreement for Integrated Regional Water Management Planning and Funding in the Central Coast Funding Area (MOA). The primary intent of the MOA is to share Proposition 1 funding for the Integrated Regional Water Management (IRWM) grant program among the six regions in a fair and equitable manner. Each region independently determines and prioritizes projects to be funded within its boundary.
2. The MOA reduces the need for regions to compete against each other for grant funds.
3. The Monterey Peninsula, Carmel Bay and Southern Monterey Bay Regional Water Management Group (Monterey Peninsula RWMG) is eligible to receive \$3,727,865 in Proposition 1 IRWM Implementation grant funds.
4. In April 2019 the Department of Water Resources (DWR) released the Proposition 1 IRMW Implementation Grant Proposal Solicitation Package for Round 1 of funding.
5. In September 2019 the Monterey Peninsula RWMG presented projects to DWR at a pre-application workshop to obtain feedback in advance of the lengthy grant application preparation.
6. If Monterey Peninsula RWMG is awarded grant funds, MPWMD would be responsible for grant administration.
7. On the 21st day of October 2019 the MPWMD Board of Directors adopted Resolution 2019-16 authorizing work necessary to prepare and submit a grant application with DWR to receive grant funds.
8. This Resolution 2020-02 authorizes the General Manager to enter into an agreement with the DWR to receive grant funds. This Resolution further authorizes the General Manager enter into sub-grantee agreements to disburse funds to project proponents to implement projects compliant with the Grant.

RESOLUTION

Based on the Facts presented above, which are incorporated into this Resolution 2020-02 as an integral part, the Board of Directors of the Monterey Peninsula Water Management District does hereby resolve:

1. The General Manager of the Monterey Peninsula Water Management District is authorized and directed to, if a grant is awarded, execute a grant agreement with the California Department of Water Resources.
2. The General Manager is authorized to enter into sub-grantee agreements to disburse funds to project proponents to implement projects compliant with the Grant.

On a motion by Director Evans and second by Director Byrne the foregoing resolution is duly adopted this 3rd day of February 2020 by the following votes.

Ayes: Directors Evans, Byrne, Adams, Edwards, Hoffmann and Riley

Nays: None

Absent: Director Potter

I, David J. Stoldt, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 3rd day of February 2020.

Witness my hand and seal of the Board of Directors this 4TH day of February 2020.



David J. Stoldt, Secretary to the Board

ATTACHMENT 6

CITY OF SAND CITY

RESOLUTION SC _____ , 2020

A RESOLUTION OF THE CITY OF SAND CITY ADOPTING THE 2019 MONTEREY PENINSULA, CARMEL BAY AND SOUTH MONTEREY BAY INTEGRATED REGIONAL WATER MANAGEMENT PLAN UPDATE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT IN ORDER TO RECEIVE PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FUNDS TO SUPPORT THE WEST END STORMWATER IMPROVEMENT PROJECT ON CATALINA STREET

WHEREAS, the State of California Department of Water Resources (DWR) desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private (for profit) entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions; and

WHEREAS, sensible water resources planning and management frequently requires coordination with multiple jurisdictions and cooperating with non-public entities to protect, manage, and enhance water resources within the Monterey Bay Region; and

WHEREAS, a formally adopted IRWM plan is required by the State in order for water and water quality projects to be eligible for certain grant funds; and

WHEREAS, the Monterey Peninsula Water Management District (MPWMD), as the local water management lead agency, adopted the first Monterey Peninsula, Carmel Bay, and South Monterey Bay IRWM Plan in November of 2007; and

WHEREAS, the City of Sand City, by Resolution SC19-08 authorized the City Manager to execute a Memorandum of Understanding to join the Integrated Regional Water Management Planning Group of the Monterey Peninsula, Carmel Bay, and South Monterey Bay Region; and

WHEREAS, the MPWMD adopted the 2019 IRWM Plan update on September 16, 2019; and

WHEREAS, Proposition 1, passed in 2016, allocated \$4.2 million dollars in grant funds to the region; and

WHEREAS, the City of Sand City submitted a grant proposal in the amount of \$972,400 to construct the West End Stormwater Improvement Project on Catalina Street; and

WHEREAS, on July 7, 2020, the DWR informed the MPWMD it had approved a grant award of up to \$2,317,040 to fund four projects including the City of Sand City's West End Stormwater Improvement Project on Catalina Street; and

WHEREAS, the to be eligible to receive grant funds the City of Sand City must adopt the 2019 IRWM Plan Update; and

WHEREAS, the MPWMD must enter into a reimbursement agreement with the DWR as the lead agency; and

WHEREAS, on February 3, 2020, the MPWMD adopted Resolution 2020-02 authorizing its General Manager to execute sub-reimbursement agreements with project proponents; and

WHEREAS, the City of Sand City must enter into a reimbursement agreement with the MPWMD to receive Proposition 1 grant funds.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Sand City hereby adopts the 2019 Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and authorizes the City Manager to execute a reimbursement agreement with the Monterey Peninsula Water Management District in order to receive Proposition 1 Integrated Regional Water Management Implementation Grant Funds to support the West End Stormwater Improvement Project on Catalina Street.

PASSED AND ADOPTED by the City Council of Sand City this _____ day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

Connie Horca, Acting City Clerk

AGENDA ITEM

7B



City of Sand City

Agenda
Item

7B

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager, Shelby Gorman, Administrative Assistant
DATE: August 24, 2020 (Meeting date: September 1, 2020)
SUBJECT: Call for Artists Submissions, Public Voting Results, and Selection

Discussion:

A Call for Artists, Exhibit A, was publicly announced at the July 28, 2020 Arts Committee meeting, and then at the August 4, 2020 City Council meeting. The Call for proposals was posted on all the City's social media channels (Facebook, Twitter, and Instagram), on the City's website, and posters were posted on all of the public Announcement locations in the city. There was also a media release sent to all local papers, all news stations, all local high schools, and California State University Monterey Bay. Further, the call for artist was shared by several organizations including the Arts Council for Monterey County in their Arts Connection e-newsletter and on their social media. The deadline for submissions was August 19, 2020, at 11:59 PM.

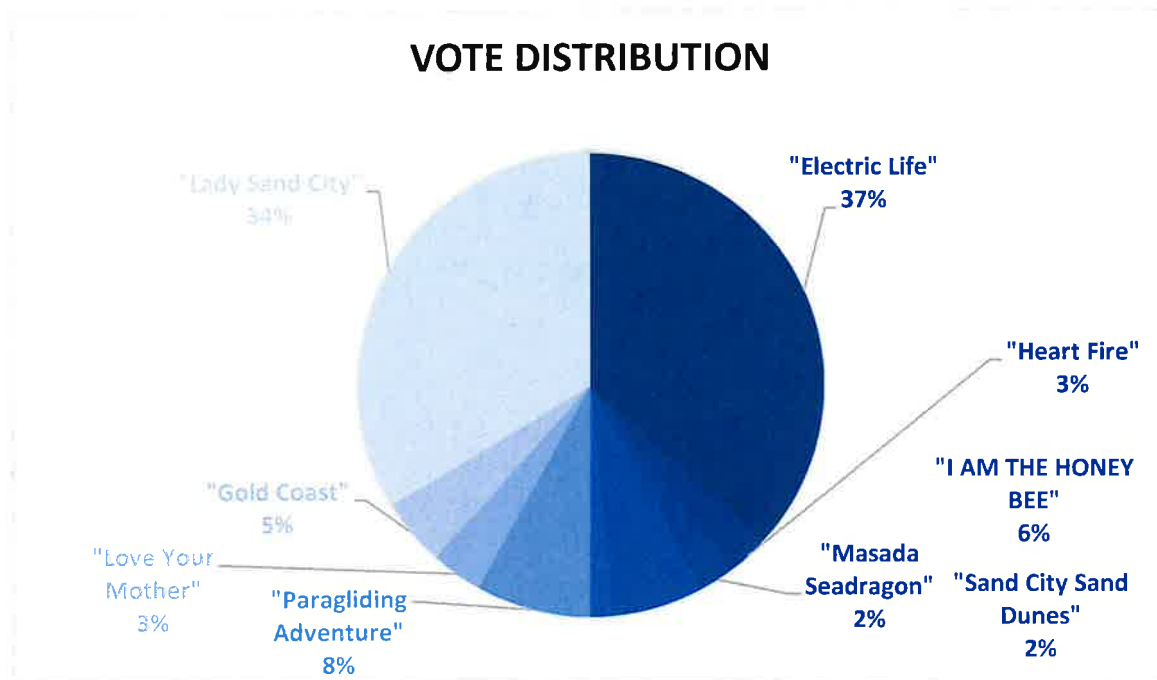
Nine (9) proposal (Exhibit B) were received:

- "Electric Life" by Gerardo Zambrano, Sea "c" Sevilla, Avelino Santoyo, and Arsenio Baca
- "Heart Fire" by Hanif Panni
- "Masada Seadragon" by Hanif Panni
- "I AM THE HONEY BEE" by Hanif Panni
- "Sand City Sand Dunes" by Danica Tang
- "Paragliding Adventure" by Hsun-yuan Hsu
- "Love Your Mother" by Alison, Beau, and Kelsey Thomas
- "Gold Coast" by Vanessa Ledesma and Josue Lopez
- "Lady Sand City" by Jessica Carmen (Evangelista) and Augie Escobedo (AugieWK)

Online voting was open from August 20, 2020 through August 23, 2020. Voting was available on the City's website, posted on the City's social media, and shared by the artists. The poll received a large amount of attention, pulling in 3,495 votes, distributed as follows:

- "Electric Life" by Gerardo Zambrano, Sea "c" Sevilla, Avelino Santoyo, and Arsenio Baca (1,282)
- "Heart Fire" by Hanif Panni (107)
- "Masada Seadragon" by Hanif Panni (80)
- "I AM THE HONEY BEE" by Hanif Panni (225)

- “Sand City Sand Dunes” by Danica Tang (56)
- “Paragliding Adventure” by Hsun-yuan Hsu (282)
- “Love Your Mother” by Alison, Beau, and Kelsey Thomas (125)
- “Gold Coast” by Vanessa Ledesma and Josue Lopez (164)
- “Lady Sand City” by Jessica Carmen (Evangelista) and Augie Escobedo (AugieWK) (1,174)



“Electric Life” and “Lady Sand City” stand out as the community favorites. The details for these two (2) pieces, including examples of artists’ previous works, materials lists, and descriptions of the artworks are attached.

CEQA: The action to procure artists for a neighborhood mural program is not subject to CEQA (California Environmental Quality Act) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; per CEQA guideline section 15060(c)(2). Furthermore, the application of artistic murals on existing structures qualifies for a categorical exemption per CEQA Guideline section 15301 as it a minor alteration of public and/or private structures involving no expansion of the use or structure.

Fiscal Impact:

The we. mural festival expenses were previously approved thus there is no additional fiscal impact associated with this item.

Recommendation:

The Art Committee reviewed the submissions at their August 27, 2020 meeting, and is recommending the following;

Approval of the mural submission “Lady Sand City” by Jessica Carmen (Evangelista) and Augie Escobedo (AugieWK). This submission received 1,174 public votes or 34% of the vote. They are also recommending approval of the Arts Committee’s recommended top choice, “I AM THE

HONEY BEE” by Sand City artist Hanif Panni. By choosing this option, it is agreed upon that the second approved mural will be installed within the West End. Staff recommends and supports the recommendation of the Art Committee.



CALL FOR ARTISTS (RFP)

DEADLINE: Applications must be received at City Hall, Sand City by August 19, 2020 at 11:59pm to be considered.

SUMMARY: The Sand City Public Art Program uses arts-based initiatives to encourage a sense of magnetism, promote reinvestment, and create a shared cultural experience for the community. Murals play an intricate role in conveying the history of our community, beautifying the City, and advancing the arts.

PROJECT DESCRIPTION: The Sand City Art Committee is seeking proposals from local Monterey Peninsula artists, preferably artist within Sand City, to submit mural proposals that will celebrate the history and culture of Sand City, its residents, and the larger community. Artists who have experience designing projects with a similar budget and scope are encouraged to apply. The selected mural will be displayed in the City's Art Park (currently under consideration), and stand as the first of a tradition of art created by the community, for the community, and proudly displayed in a space dedicated entirely to the community.

EVALUATION CRITERIA: The selection of an artist, or artist team, will be based upon

- Artistic merit of the design (Artistic excellence, creativity and originality of the project's concept).
- Appropriateness of the design for the location, including the scale, content, color and design in relation to the site.
- Artist's qualifications. (The aesthetic quality of the artist's past work, including content, craftsmanship, uniqueness and relevance to its environment as well as the artist's demonstrated ability to translate art concepts into durable and safe materials that can withstand long-term exposure in an outdoor environment)
- Originality of the design. Designs that show a connection/relationship to Sand City is preferred, but not a requirement. Please avoid literal interpretive themes of historic or political nature.

All applicants must read and acknowledge acceptance of the terms of the City's public art contract as found at <https://www.sandcity.org/our-community/west-end-artist-community/public-art> prior to responding to this RFP:

Note: The terms of the contract are non-negotiable and failure to accept the terms of the contract will result in disqualification from the project at the proposal phase. Selected artists

will be required to waive their rights of integrity to commissioned artwork as pertains to its removal or repair as set forth in the California Art Preservation Act and the Visual Artists Rights Act.

SELECTION PROCESS: All submitted proposals will be reviewed by City Staff to ensure completion of application. The top two (2) complete applications based on online public voting and a review by the Sand City Art Committee will be forwarded as a recommendation to the City Council for final selection. The successful submission will be awarded \$2,000, inclusive of the design and painting supplies.

TIMELINE:

- August 19, 2020, 11:59pm Deadline for submission of proposals.
- August 20, 2020 – August 23, 2020 Online public voting
- Week of August 24, 2020 Art Committee Review, review of online voting, and recommendation
- September 1, 2020 City Council selection
- Week of September 7, 2020 contracting of the artist/artist team.
- The piece will be installed over a week from September 28, 2020 through October 4, 2020. No time extensions will be given.

The mural will be a part of the City's inaugural we. street and public art festival*. The festival will bring together two artists on one wall to celebrate and merge their individual styles, creating unique public masterpieces for all to enjoy. The festival will build the foundation for the most accessible public art gallery on the peninsula and produce quality art that creates conversation and allows artists to fully express themselves. It will be a thoughtful and intentional mix of national and international artists who have a solid following and something to say. The curation of each artist and artist pairing will be intentional and designed to put artists together who may not have had or will have the chance to work together.

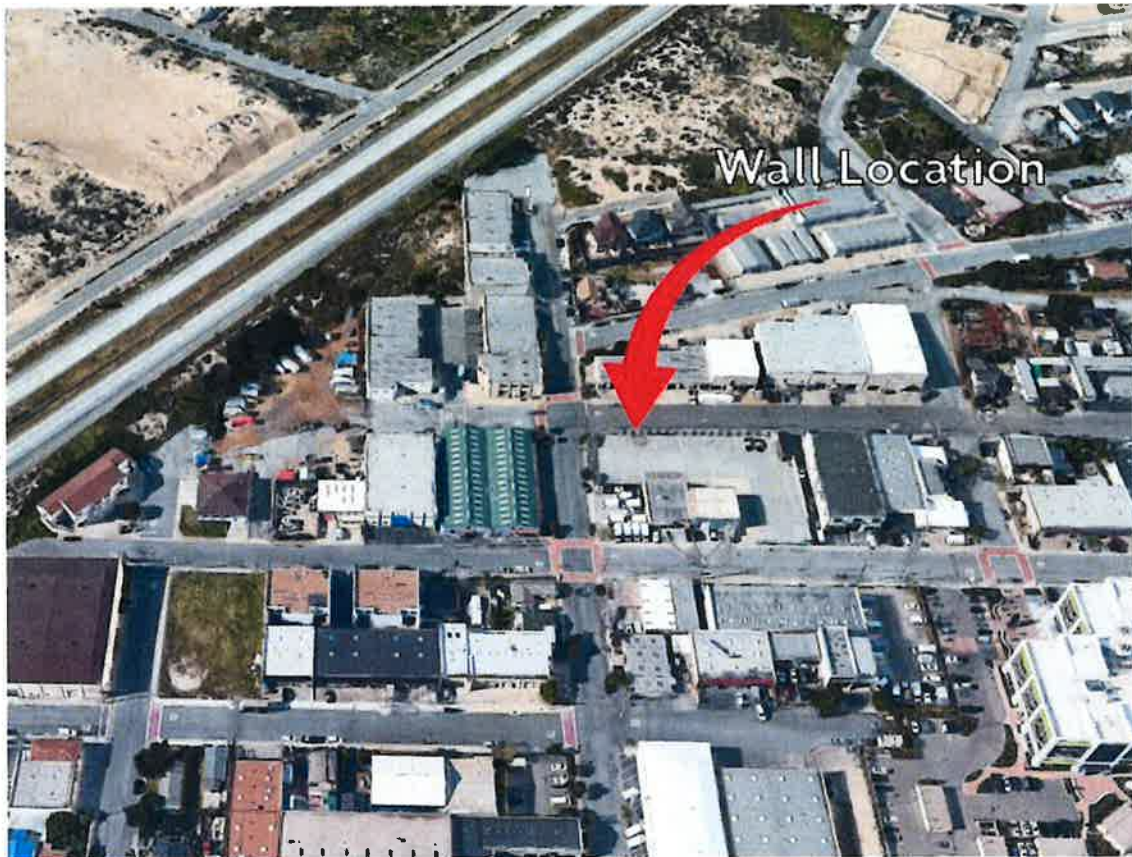
SUBMISSION GUIDELINES: Multiple designs may be submitted and must include:

- A preliminary concept drawing and narrative. The narrative should convey the artistic intent, colors, style of work, etc.
- Contact Information
- Examples of other relevant works and/or reviews of similar work.

Please submit proposals by August 19, 2020 by 11:59pm to:

Sand City Mural Project
c/o Shelby Gorman
1 Pendergrass Way Sand City, CA 93955
Or email: shelby@sandcityca.org
Or online: <https://www.sandcity.org/our-community/west-end-artist-community/call-for-artists>

*NOTE: Due to COVID-19 restrictions all ancillary activities associated with the we. street and public art festival have been cancelled for 2020.





SUBMISSION FORM

CONTACT INFORMATION

Artist 1 Name _____

Current City _____ Hometown _____

Artist 1 Phone _____ Email _____

Artist 2 Name _____

Current City _____ Hometown _____

Artist 2 Phone _____ Email _____

ARTWORK INFORMATION

Title _____

Description _____

Please attach:

- Examples of previous work
- A scale mockup, in color
- List of supplies

SAND CITY, CALIFORNIA

CALL FOR ARTISTS

DEADLINE: AUGUST 19, 2020

WHAT? The Sand City Art Committee is seeking proposals from local Monterey Peninsula artists, preferably artist within Sand City, to submit mural proposals that will celebrate the history and culture of Sand City, its residents, and the larger community.

WHEN? Sept. 28th- Oct. 5th. The mural will be a part of the City's inaugural we. mural event. The we. murals will build the foundation for the most accessible outdoor public art gallery on the peninsula.

INTERESTED? Please submit proposals by August 19, 2020.
Details: www.sandcity.org/our-community/west-end-artist-community/call-for-artists



we. 6WALLS
12ARTISTS

Presented by:

Sand City @sandcityca



Sand City Art Committee @sandcityart



we. murals
event info



@we.creatart
wecreatart.co

154

“Electric Life”

Gerardo Zambrano, Sea “c” Sevilla, Avelino Santoyo, and Arsenio Baca



Submission # 499013
IP Address [REDACTED]
Submission Recorded On 08/19/2020 10:20 PM
Time to Take Survey 19 minutes, 22 seconds

Page 2

Call for Artists (RFP) Submission Form

Contact Information - Artist 1

Name
Gerardo Zambrano

Resident City
Seaside CA

Neighborhood
Seaside CA

Phone
[REDACTED]

Email
[REDACTED]

Contact Information - Artist 2

Put "N/A" in required fields if there is not a second artist.

Name
Celia Sevilla

Resident City
Seaside CA

Neighborhood
Seaside CA

Phone
[REDACTED]

Email
[REDACTED]

Artwork Information

Title
Electric Life

Description
A representation of the many Trades that exist In Sand City (Electrical, Granite Rock, Plumbing, UPS Delivery workers) As well as trades of the past such as the Monterey Sculpture Center.

Attachments

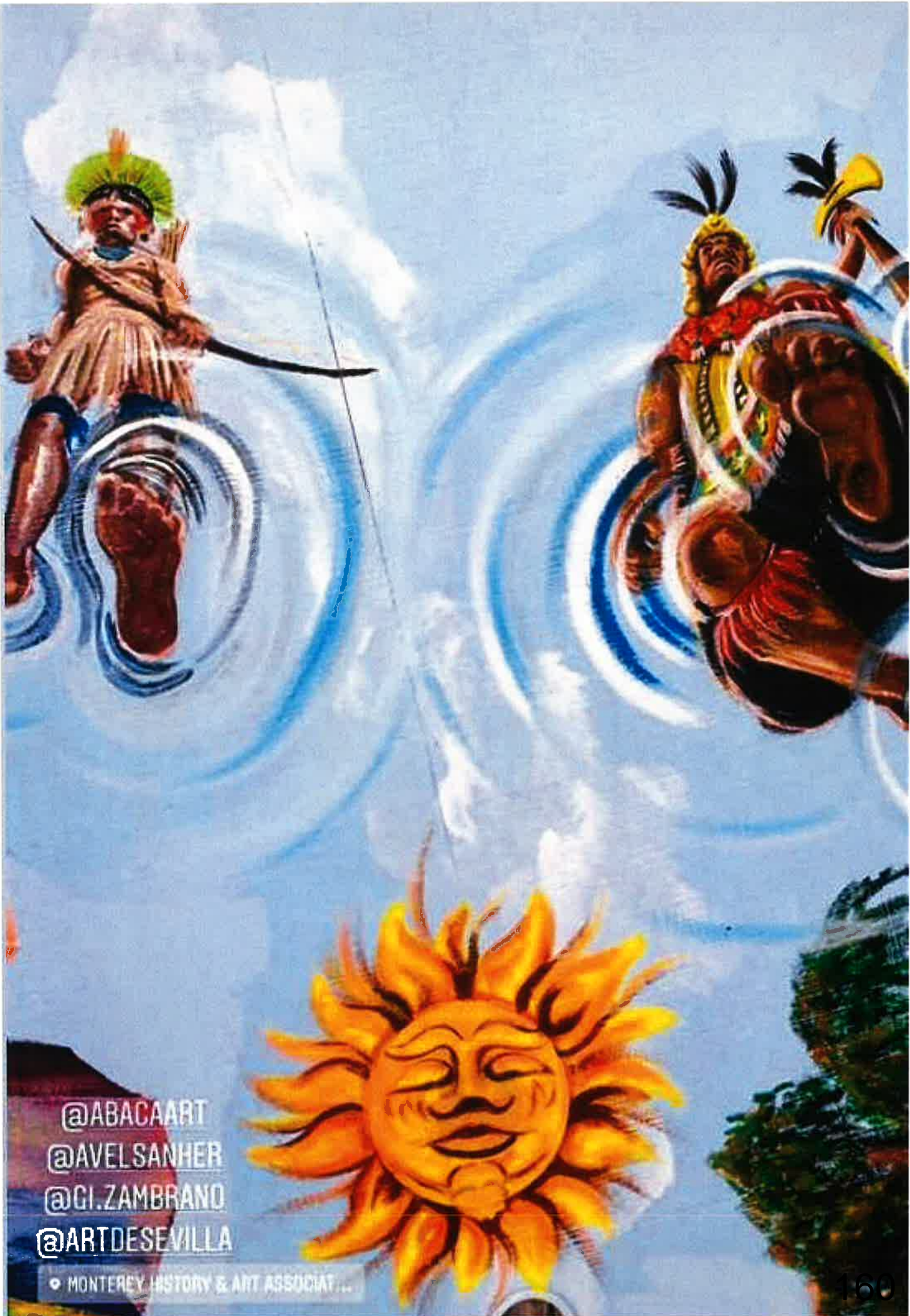
Samples of Previous Work
FC59898-AAB8-48FD-B1B6-106567C617C4.jpeg
900E190-D200-4EA3-91B4-7F2C6DDA6C57.jpeg
B8E45A4-F40E-4F1C-A42F-BF45F38FBA07.jpeg
4205161-81BB-4B69-8944-32C7D5E66039.jpeg
A0D405D-BFCD-4FB3-93A9-712D336593CE.jpeg

Final Mockup, in color
E9425E4-DD3E-4A0F-BA07-9E911DEF6AD1.jpeg
07D66A2-6436-4551-9A11-8AA1DE09B0D5.jpeg

Sand City Mural Materials List

| QTY | | COLOR | COST |
|-----|--|--------|--------|
| 4 | Liquitex BASICS Acrylic Paint Tubes 8.5oz(7.86 ea) | BLACK | 31.44 |
| 4 | Liquitex BASICS Acrylic Paint Tubes 8.5oz(7.86 ea) | WHITE | 31.44 |
| 4 | Liquitex BASICS Acrylic Paint Tubes 8.5oz(7.86 ea) | BLUE | 31.44 |
| 4 | Liquitex BASICS Acrylic Paint Tubes 8.5oz(7.86 ea) | RED | 31.44 |
| 4 | Liquitex BASICS Acrylic Paint Tubes 8.5oz(7.86 ea) | YELLOW | 31.44 |
| 4 | Liquitex BASICS Acrylic Paint Tubes 8.5oz(7.86 ea) | GREEN | 31.44 |
| 8 | FLAT 3" PAINT BRUSHES (4.48 each) | | 35.84 |
| 2 | Artist Paint brush 12pc Pack (9.99 each) | | 19.98 |
| 4 | 4" Mini Rollers (3.98each) | | 15.92 |
| 2 | 32oz Liquitex Gesso bottle (35.99each) | | 71.98 |
| 4 | Aluminum paint trays (4.98 each) | | 19.92 |
| | | Total | 352.28 |

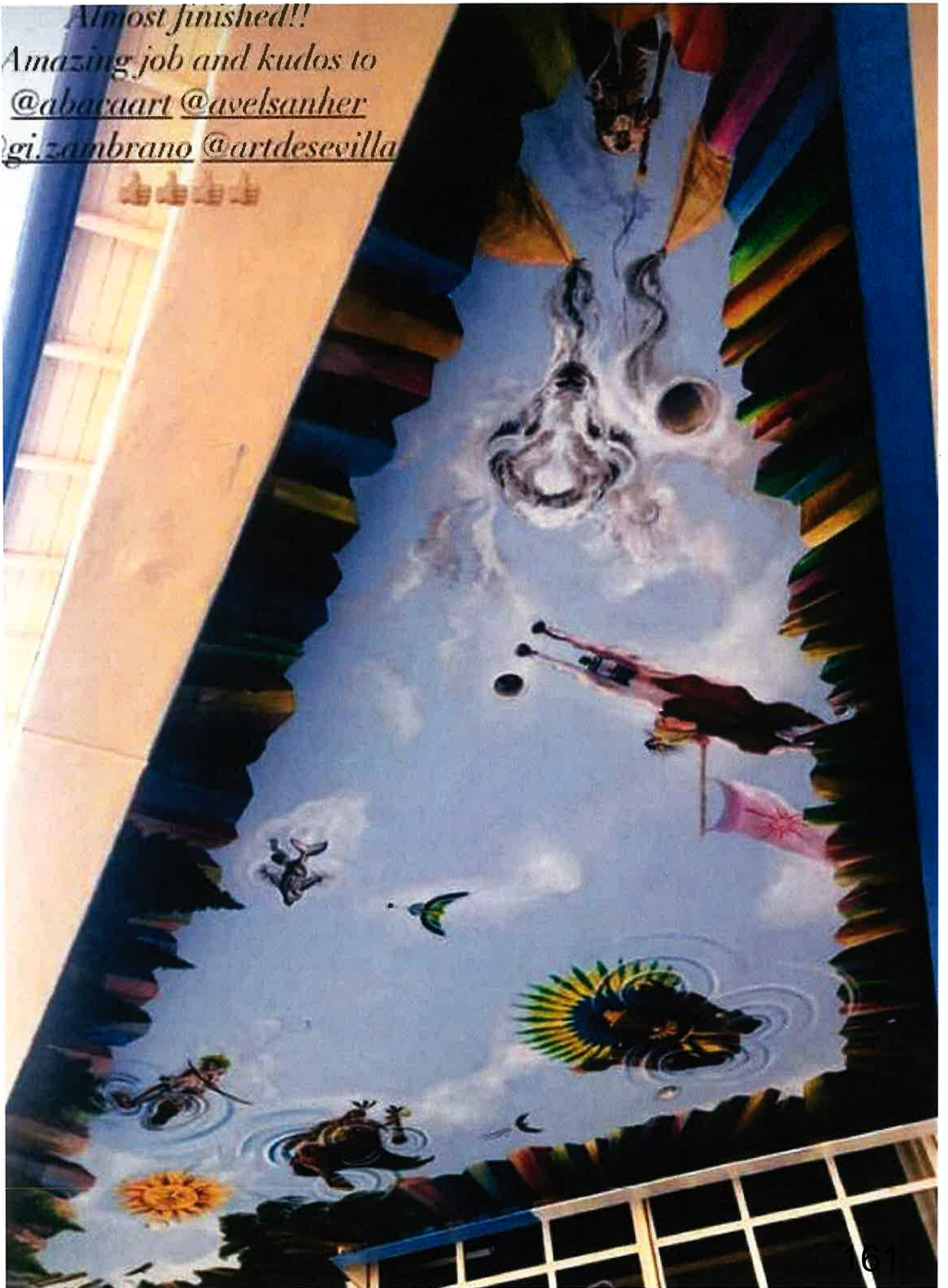




@ABACAART
@AVELSANHER
@GI.ZAMBRANO
@ARTDESEVILLA

MONTEREY HISTORY & ART ASSOCIAT...

*Almost finished!!
Amazing job and kudos to
@abacaart @avelsanher
@gi.zambrano @artdesevilla*



**“Heart Fire”
Hanif Panni**



Submission # 499032
IP Address [REDACTED]
Submission Recorded On 08/19/2020 11:50 PM
Time to Take Survey 5 minutes, 48 seconds

Page 2

Call for Artists (RFP) Submission Form

Contact Information - Artist 1

Name
Janif Panni
Current City
Oakland City CA
Hometown
Eugene OR

Phone
[REDACTED]

Email
[REDACTED]

Contact Information - Artist 2

Put "N/A" in required fields if there is not a second artist.

Name
Janif Wondir
Current City
Oakland City CA
Hometown
Eugene OR

Phone
[REDACTED]

Email
[REDACTED]

Artwork Information

Title
Heart Fire

Description
A celebration and warning of the explosive, creative, and dangerous heart.

Attachments

Examples of Previous Work

4029113_10158253683728808_6582497500966420480_o.jpg
wind thread submission.jpg
sh1 copy.jpg

Artwork Mockup, in color

heartfiresandcity.jpg
MG_0158.JPG

List of Supplies

Janif Wondir mural proposal supplies.pdf

Hanif Wondir mural proposal supplies

(All subject to change)

outdoor color primer

Various cans outdoor colors

Sealcrete/medium for mix

Brushes

Rollers

Pans

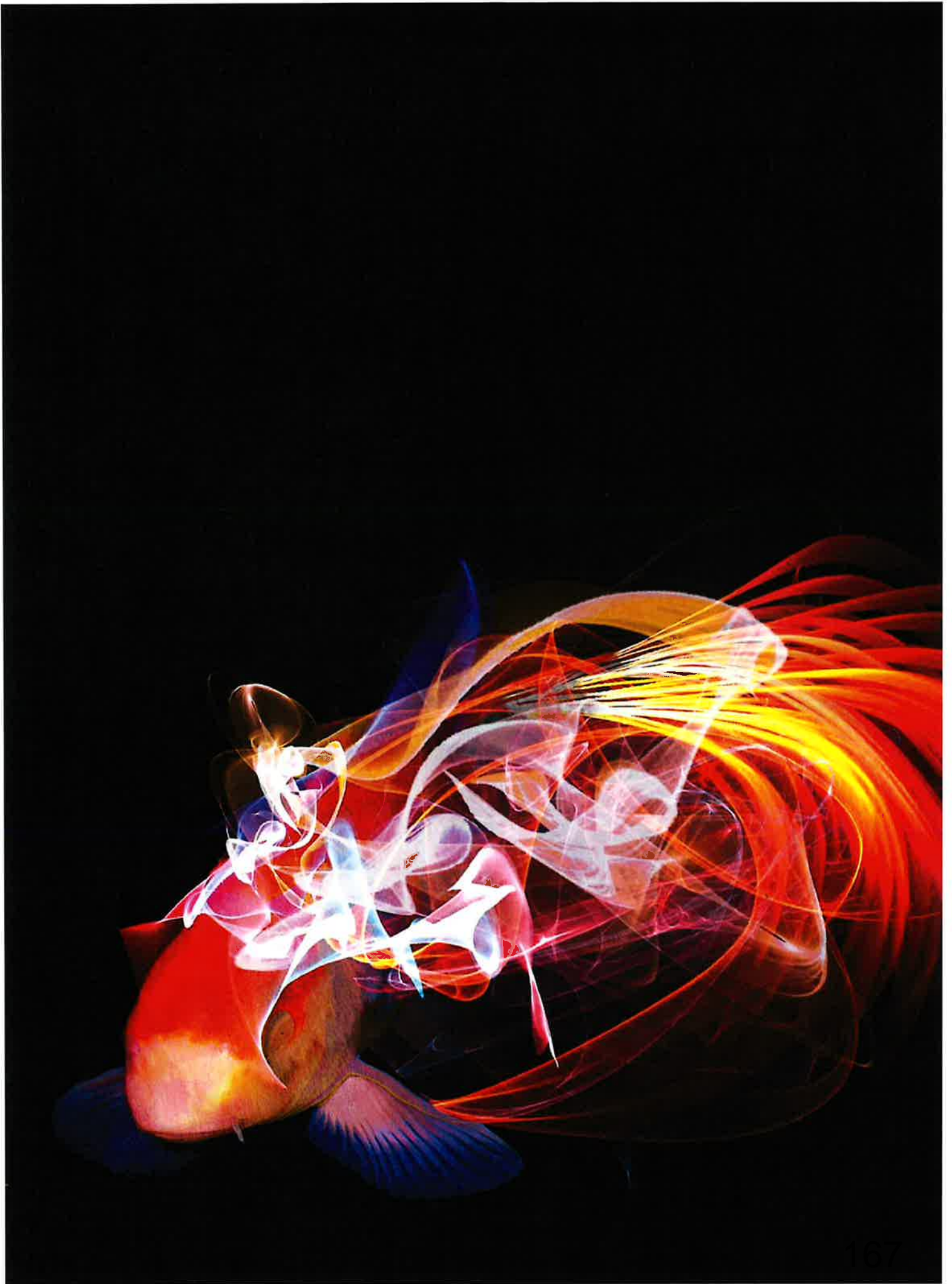
Rags

Chalk

Est \$300-\$500



Har. 1990





“Masada Seadragon”
Hanif Panni



Submission # 499029
IP Address [REDACTED]
Submission Recorded On 08/19/2020 11:46 PM
Time to Take Survey 3 minutes, 50 seconds

page 2

Call for Artists (RFP) Submission Form

Contact Information - Artist 1

Name
Janif Panni
Current City
Sand City CA
Hometown
Eugene OR
Phone
[REDACTED]

Email
[REDACTED]

Contact Information - Artist 2

Put "N/A" in required fields if there is not a second artist.

Name
Janif Wondir
Current City
Seaside CA
Hometown
Eugene OR
Phone
[REDACTED]

Email
[REDACTED]

Artwork Information

Title
Masada Seadragon (re-submitted)

Description
The mythical patron Dragon of Sand City (created in my Elder Ave studio), has no end and is a blend of cultures and animals. The dragon watches over the streets at night and keeps the neighborhood bunny rabbits safe from predators and would-be kidnapers.

Attachments

Samples of Previous Work
8895432_10157492449678808_2855910036431962112_o.jpg
1ANDRILL forEWpub.jpg
WAKEN WONDIR POSTER smaller.jpg

Sample Mockup, in color
Seadragon sandcity.jpg
MG_0118.JPG

List of Supplies 
Janif Wondir mural proposal supplies.pdf

Hanif Wondir mural proposal supplies

(All subject to change)

outdoor color primer

Various cans outdoor colors

Sealcrete/medium for mix

Brushes

Rollers

Pans

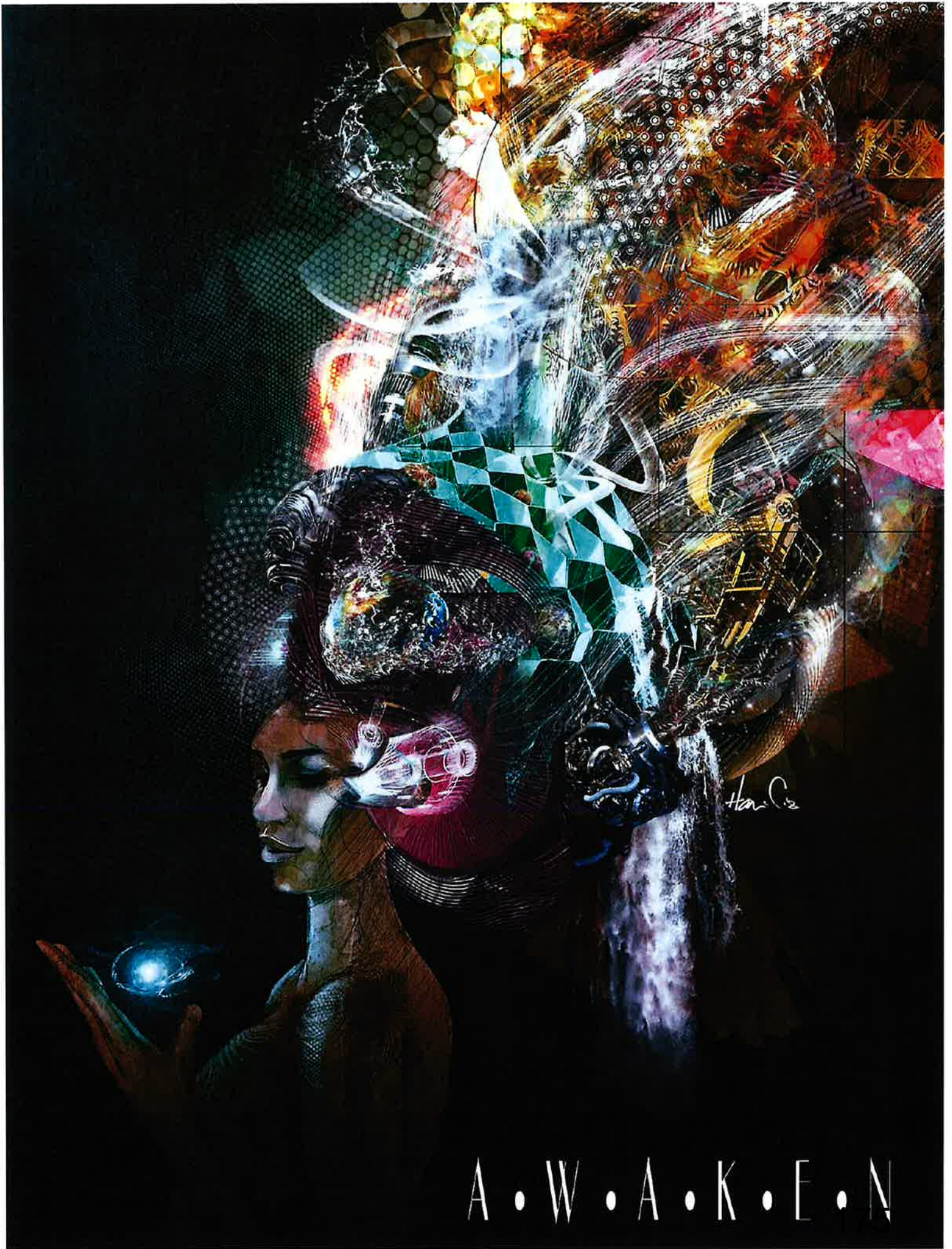
Rags

Chalk

Est \$300-\$500







A • W • A • K • E • N

"I AM A HONEY BEE"
Hanif Panni



Submission # 499027
IP Address [REDACTED]
Submission Recorded On 08/19/2020 11:39 PM
Time to Take Survey 6 minutes, 41 seconds

page 2

Call for Artists (RFP) Submission Form

Contact Information - Artist 1

Name

Ianif Panni

Resident City

San Diego CA

Home Town

Eugene OR

Phone

[REDACTED]

Email

[REDACTED]

Contact Information - Artist 2

Put "N/A" in required fields if there is not a second artist.

Name

Ianif Wondir

Resident City

Seaside CA

Home Town

Eugene OR

Phone

[REDACTED]

Email

[REDACTED]

Artwork Information

Title

AM A HONEY BEE

Description

Dedication to all the hardworking all-important little honeybees!

Attachments

Examples of Previous Work

8895432_10157492449678808_2855910036431962112_o.jpg

WAKEN WONDIR POSTER smaller.jpg

afari threadless fall sub1.jpg

10TH Duality small sub.jpg

MARKET HOURS SMALL.jpg

File Mockup, in color

honeybee sandcity.jpg

5398306_10157709931878808_597545957940264960_o.jpg

List of Supplies ?

Hanif Wondir mural proposal supplies

(All subject to change)

outdoor color primer

Various cans outdoor colors

Sealcrete/medium for mix

Brushes

Rollers

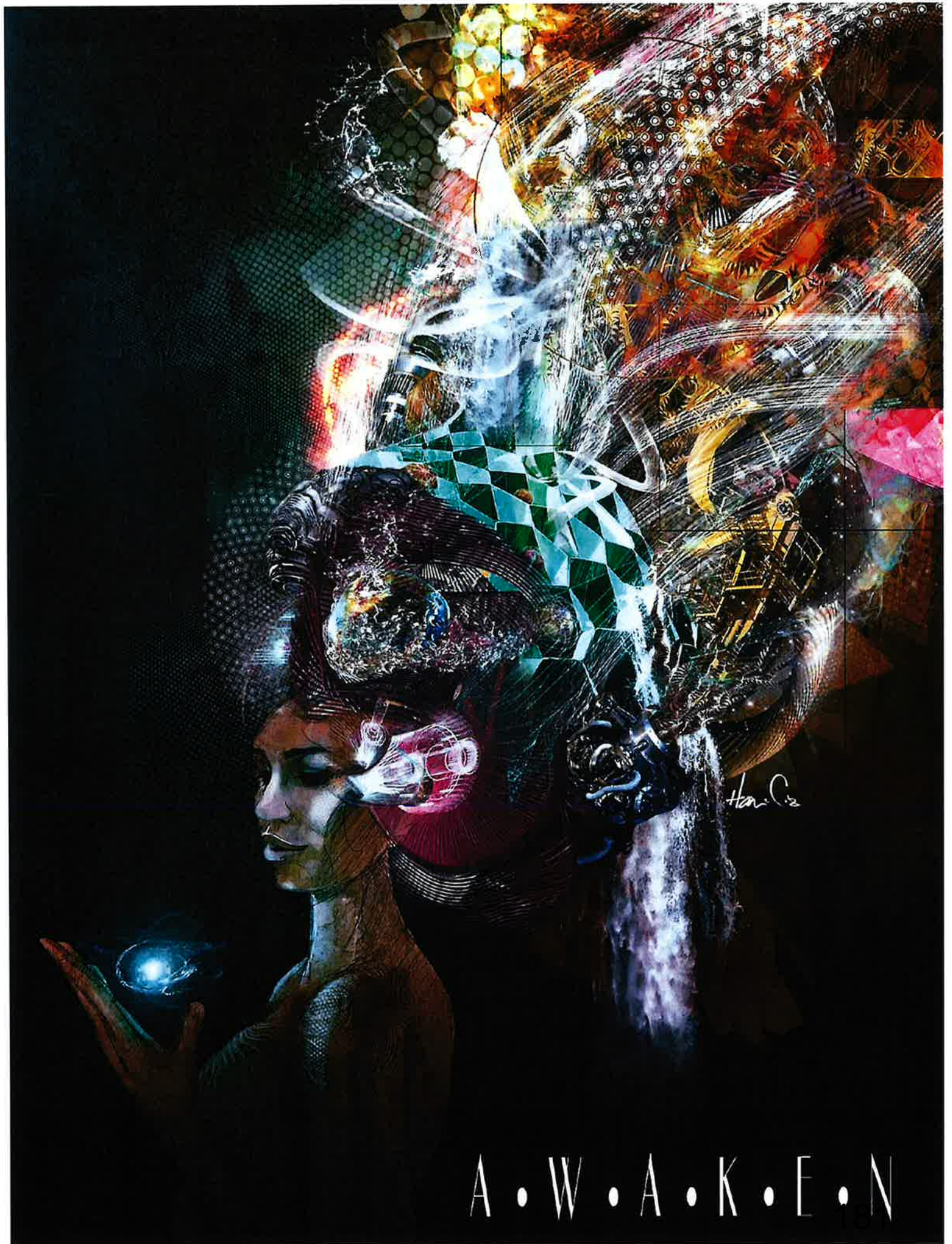
Pans

Rags

Chalk

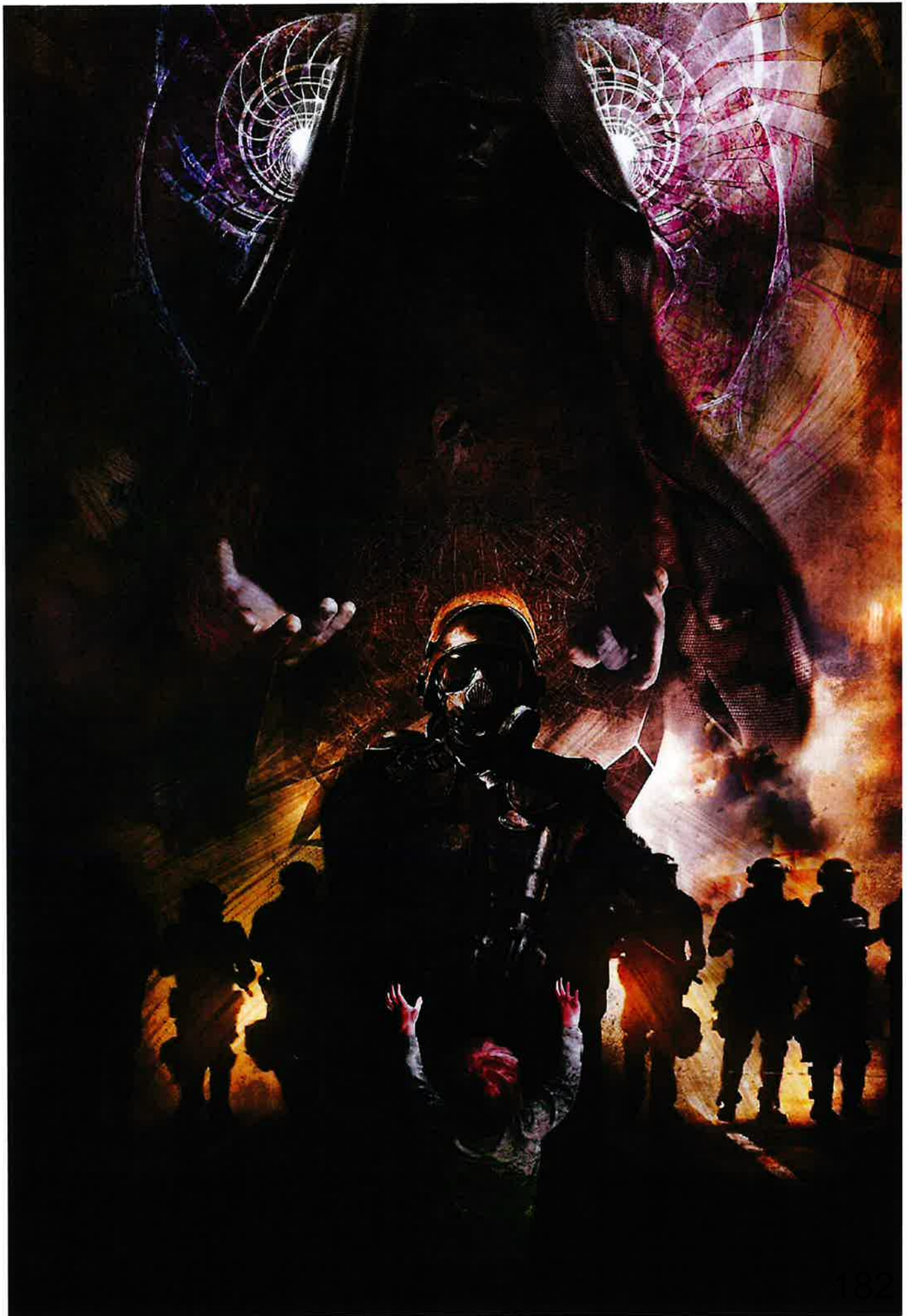
Est \$300-\$500

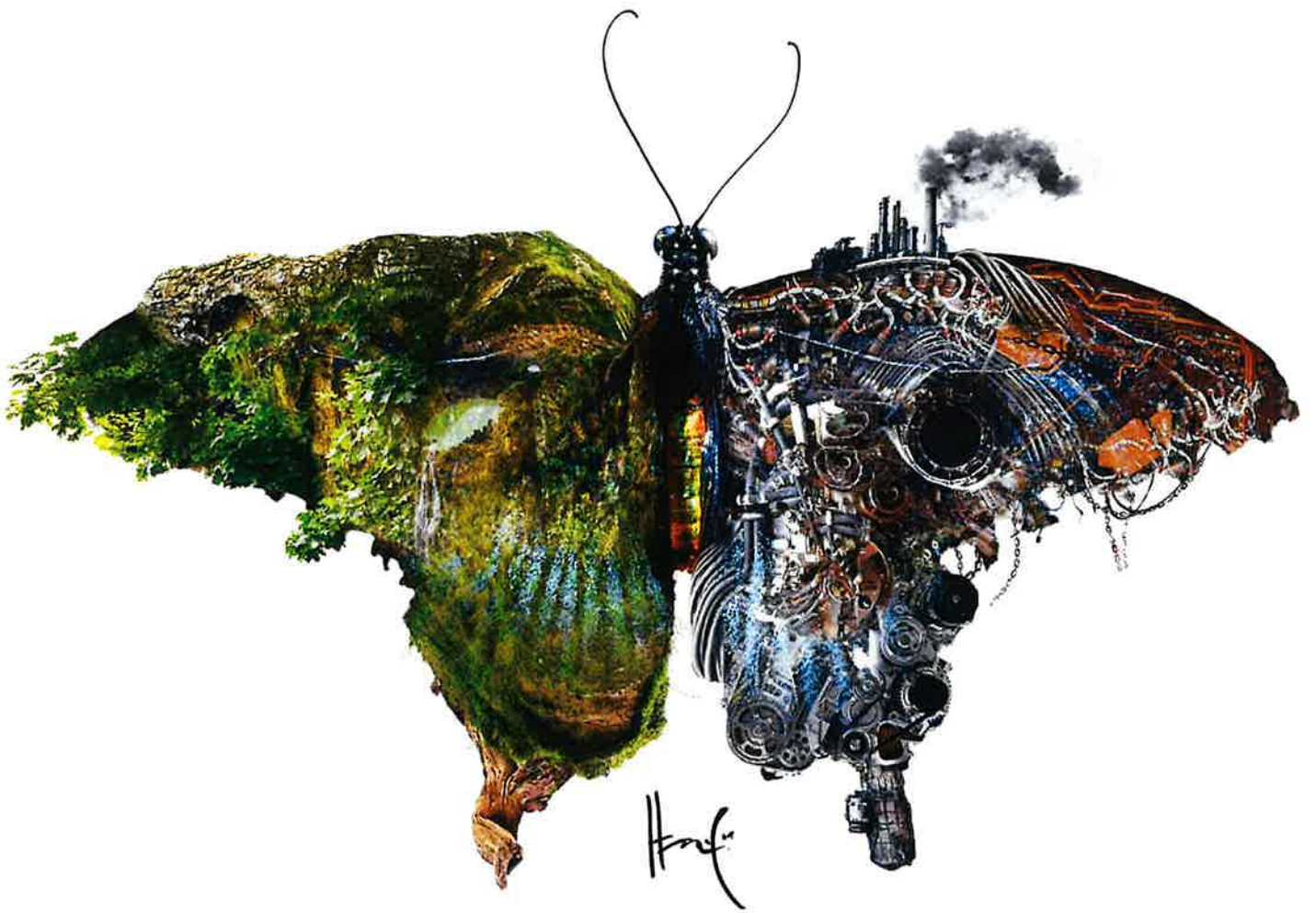




Henri Ciz

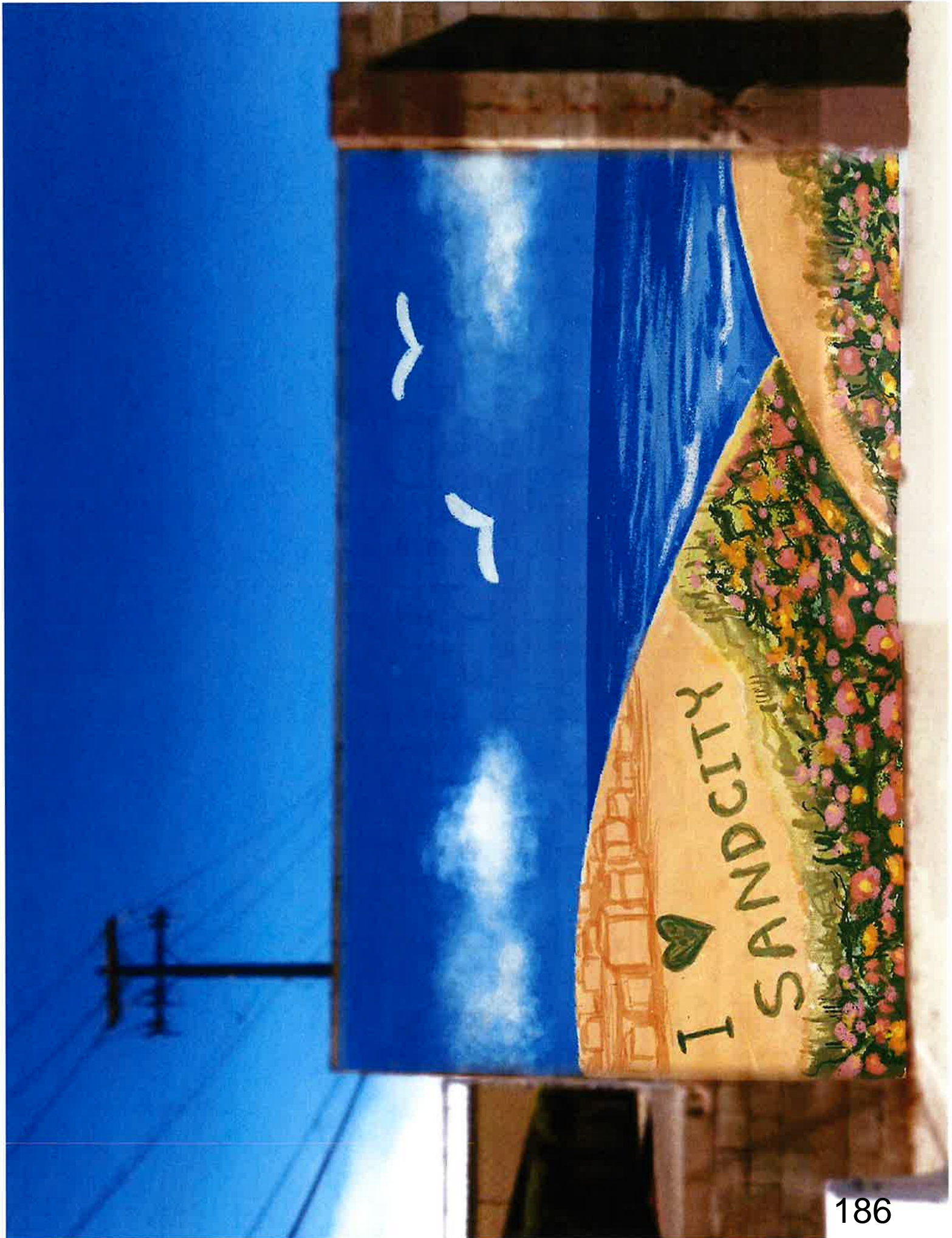
A • W • A • K • E • N







“Sand City Sand Dunes”
Danica Tang



Submission # 498858
IP Address [REDACTED]
Submission Recorded On 08/19/2020 7:04 PM
Time to Take Survey 13 minutes, 36 seconds

page 2

Call for Artists (RFP) Submission Form

Contact Information - Artist 1

Name

Janica Tang

Current City

Marina California

Hometown

Marina California

Phone

[REDACTED]

Email

[REDACTED]

Contact Information - Artist 2

Put "N/A" in required fields if there is not a second artist.

Name

N/A N/A

Current City

N/A N/A

Hometown

N/A N/A

Phone

[REDACTED]

Email

IA@gmail.com

Artwork Information

Title

Sand City Sand Dunes

Description

I've always loved seeing the messages left on the sand dunes in Sand City using kelp: initials with a heart to express their love, prom? , holiday wishes, and prayers in difficult times. This piece was inspired by the sand dunes and represents the love and creativity within our community. The sandcastles above the kelp note also stand for "Sand City" literally.

Attachments

Samples of Previous Work

MG_5266.JPG

MG_4292.jpg

JanicaFour.JPEG

Sample Mockup, in color

MG_0387.JPG

MG_0386.JPG

List of Supplies ?

- Acrylic paint
- Brushes/ paint rollers
- Tape
- Rags/ towels
- Ladder
- Safety cones
- Bucket for cleaning brushes
- Paint mixing plates

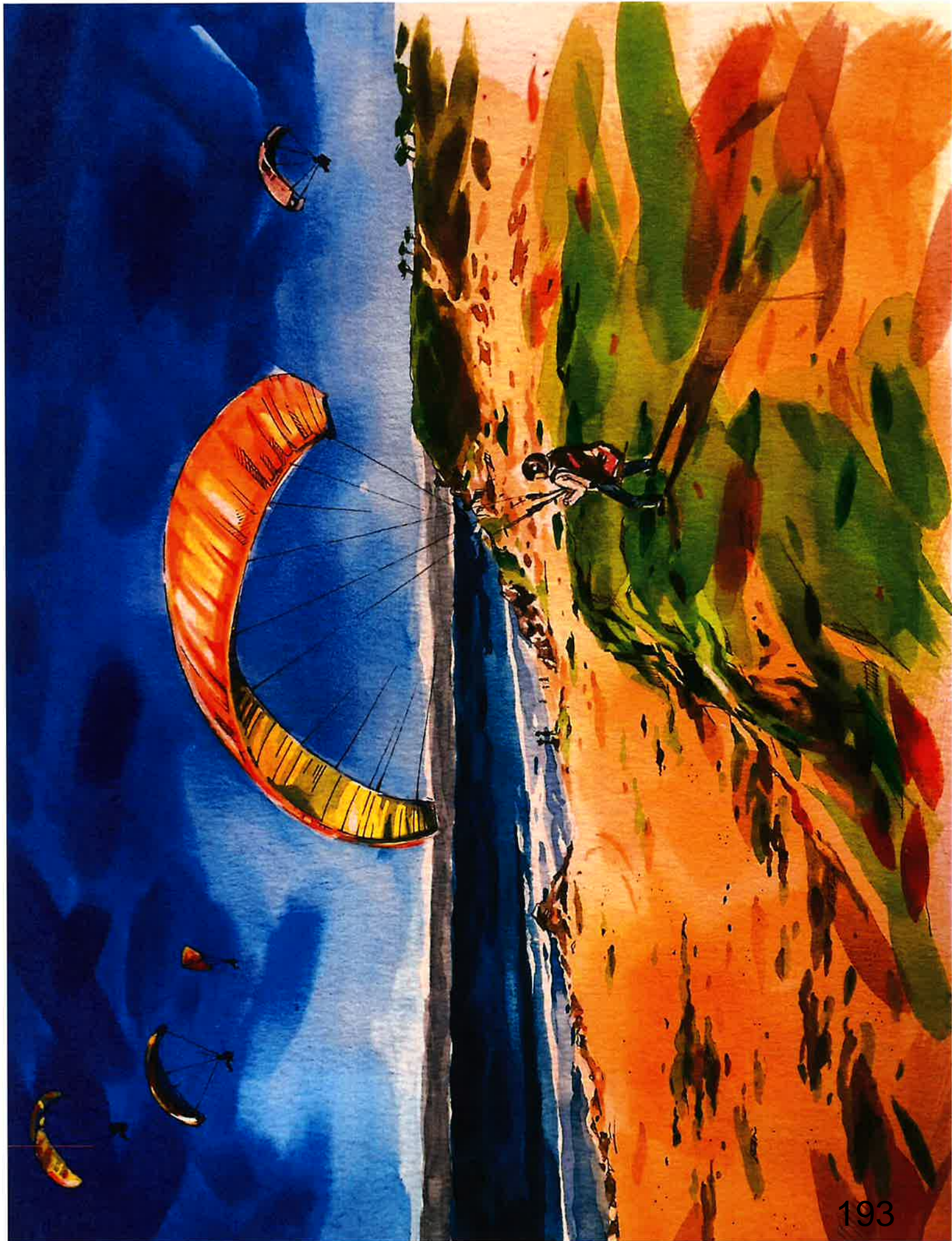




DE



“Paragliding Adventure”
Hsun-yuan Hsu





SUBMISSION FORM

CONTACT INFORMATION

Artist 1 Name Hsun-yuan Hsu

Current City Seaside Hometown Tainan, Taiwan

Artist 1 Phone [REDACTED] Email [REDACTED]

Artist 2 Name N/A

Current City N/A Hometown N/A

Artist 2 Phone N/A Email N/A

ARTWORK INFORMATION

Title Paragliding Adventure

Description (See attached narrative statement)

Please attach:

- Examples of previous work
- A scale mockup, in color
- List of supplies

Artist: Hsu, Hsun-yuan
August 19, 2020

Artist: Hsun-yuan Hsu

City of Residence: Seaside, CA

Title of Submission: Paragliding Adventure

Narrative: The first thing many visitors see coming into Sand City from Highway 1 are the colorful chutes of paragliders dotting the sky. Together with the world-famous Monterey Bay landscapes, this aerial activity creates a memorable scene of contrasting colors and dynamic movement.

This scene was the inspiration for "Paragliding Adventure." The background will include natural palettes of earthy tones for the sand, beach plants, and rocks. Further in the distance, deep blues will be incorporated for the Monterey Bay and the sky. This palette is instantly recognizable as the colors of the famous natural areas of the Monterey Bay.

The foreground will incorporate a paraglider about to take off. This element introduces dynamic movement to the composition and provides a focal point. The neon colors of the chute also provide an eye-catching contrast to the natural colors in the background. Additional paragliders in the background will complete the work.

The overall work is anticipated to appeal to visitors and locals alike with recognizable Monterey Bay scenes as well as the adventure involved in exploring the area with recreational activities. The themes are timeless and appropriate for a public work of art that is anticipated to be displayed for the long-term outdoors.

The medium will be outdoor paint appropriate for application to a stone or cinderblock wall. A primer layer will go under the work to increase its durability. The preliminary sketch is in watercolor for demonstration purposes only. However, the colors and composition will remain essentially the same. The preliminary sketch is 12" wide by 9" tall. It will scale up proportionately approximately 1" to 1', with a rectangular shape.

Artist: Hsu, Hsun-yuan
 August 19, 2020

| List of Supplies | | | | |
|----------------------------------|---|-----------|----------|----------|
| Item # | Description | Unit Cost | Quantity | Subtotal |
| 1 | Ladder (supplied by artist) | \$0.00 | 1 | \$0.00 |
| 2 | ScotchBlue Original Multi-Surface Painter's Tape (1.88 in. width) | \$6.91 | 1 | \$6.91 |
| 3 | Wooster Pro Nylon/Polyester Flat Brush (4 in.) | \$21.47 | 5 | \$107.35 |
| 4 | Wooster Pro Nylon/Polyester Thin Angle Sash Brush (1.5 in.) | \$9.47 | 7 | \$66.29 |
| 5 | Wooster Pro Nylon/Polyester Angle Sash Brush (2.5 in.) | \$13.97 | 3 | \$41.91 |
| 6 | Princeton Select Artiste Series 3750 Short Handle Oval Mop Brush (1 in.) | \$13.99 | 2 | \$27.98 |
| 7 | Lanco Dry Coat White Pastel Flat Acrylic-Latex Semi Smooth Masonry Waterproofing Paint (5 gal.) | \$124.00 | 1 | \$124.00 |
| 8 | Wooster Sherlock Roller Frame (9 in.) | \$6.98 | 1 | \$6.98 |
| 9 | Wooster Pro High-Density Woven Roller Cover (3-pack) | \$12.77 | 1 | \$12.77 |
| 10 | Everbilt (6 ft. by 9 ft.) Medium Duty Canvas Drop Cloth | \$12.70 | 1 | \$12.70 |
| 11 | Plastic Paint Tray (7 in.) | \$2.97 | 20 | \$59.40 |
| 12 | Behr Masonry, Stucco, and Brick Paint (1 gal.) | \$21.98 | 12 | \$263.76 |
| TOTAL ESTIMATED COST OF SUPPLIES | | | | \$730.05 |

NOTE: Sales tax and shipping charges (if any) not included in cost estimates.

Artist: Hsu, Hsun-yuan
August 19, 2020

Hsun-yuan Hsu

Address:



Phone (cell):



Email:



Artist Bio: Hsun-yuan Hsu is a California-based painter and sculptor. She was born and raised in Taiwan, and began living in California in 2013. She currently resides in Seaside. In 2017, Hsu received an MFA degree from Academy of Art University in San Francisco. She has exhibited her work in the Walter Lee Avery Art Gallery in Seaside, the Bedford Gallery in Walnut Creek, Blue Line Arts in Roseville, the Brea Gallery, and at the LH Horton Jr. Gallery at San Joaquin Delta College.

For painting, Hsu has significant experience working with a variety of paint types, including oil, acrylic, and watercolor. She specializes in applying paint to uneven and unusual surfaces. For example, in 2019, she was commissioned by Richemont, N.A. to create and paint an original design on a Montblanc-brand suitcase. She was one of only a handful of artists to be selected after a competitive nationwide application process.

The following examples of work are representative of Hsu's paintings within the last three years.

Artist: Hsu, Hsun-yuan
August 19, 2020



Artist: Hsu, Hsun-yuan
August 19, 2020



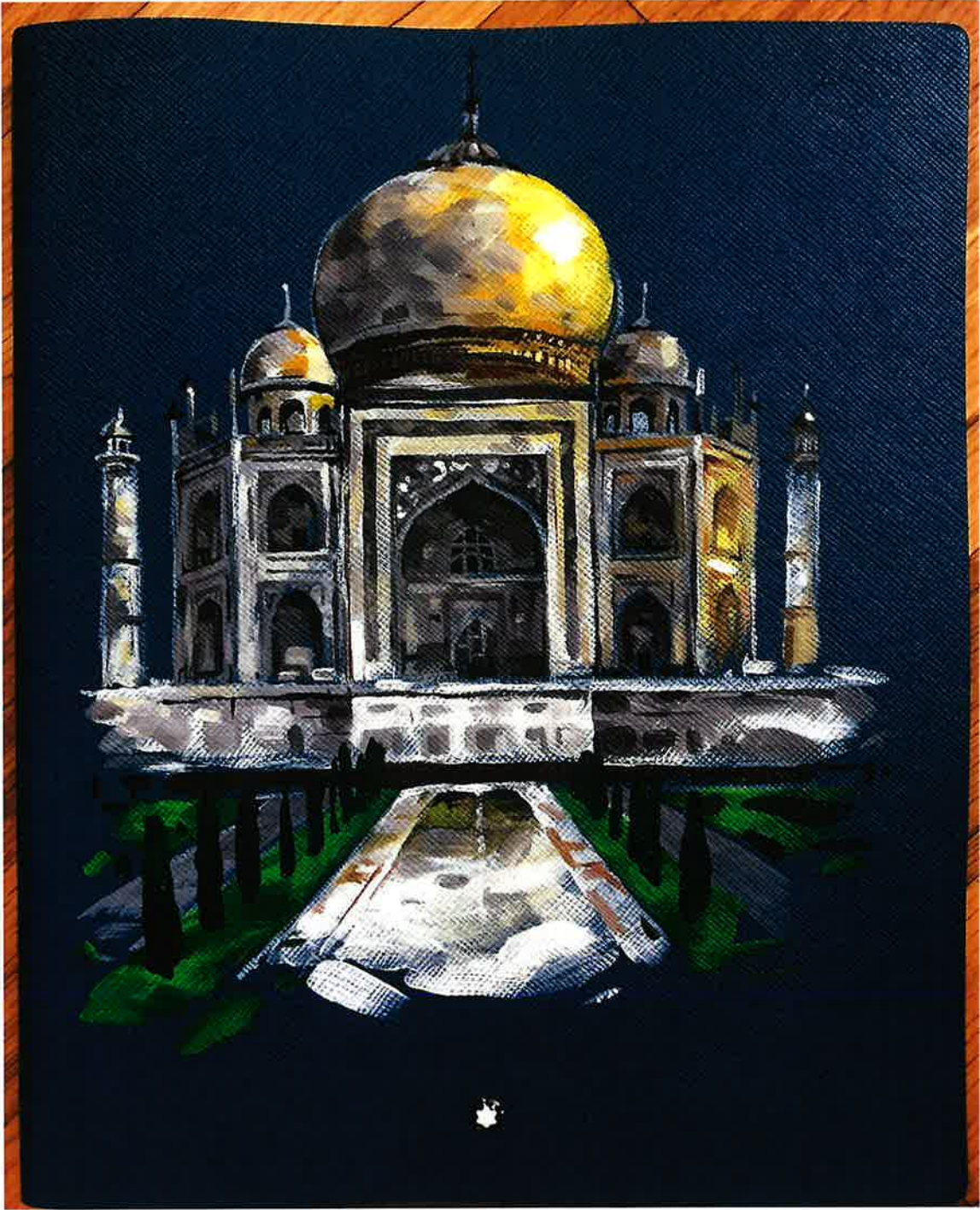
Artist: Hsu, Hsun-yuan
August 19, 2020



Artist: Hsu, Hsun-yuan
August 19, 2020



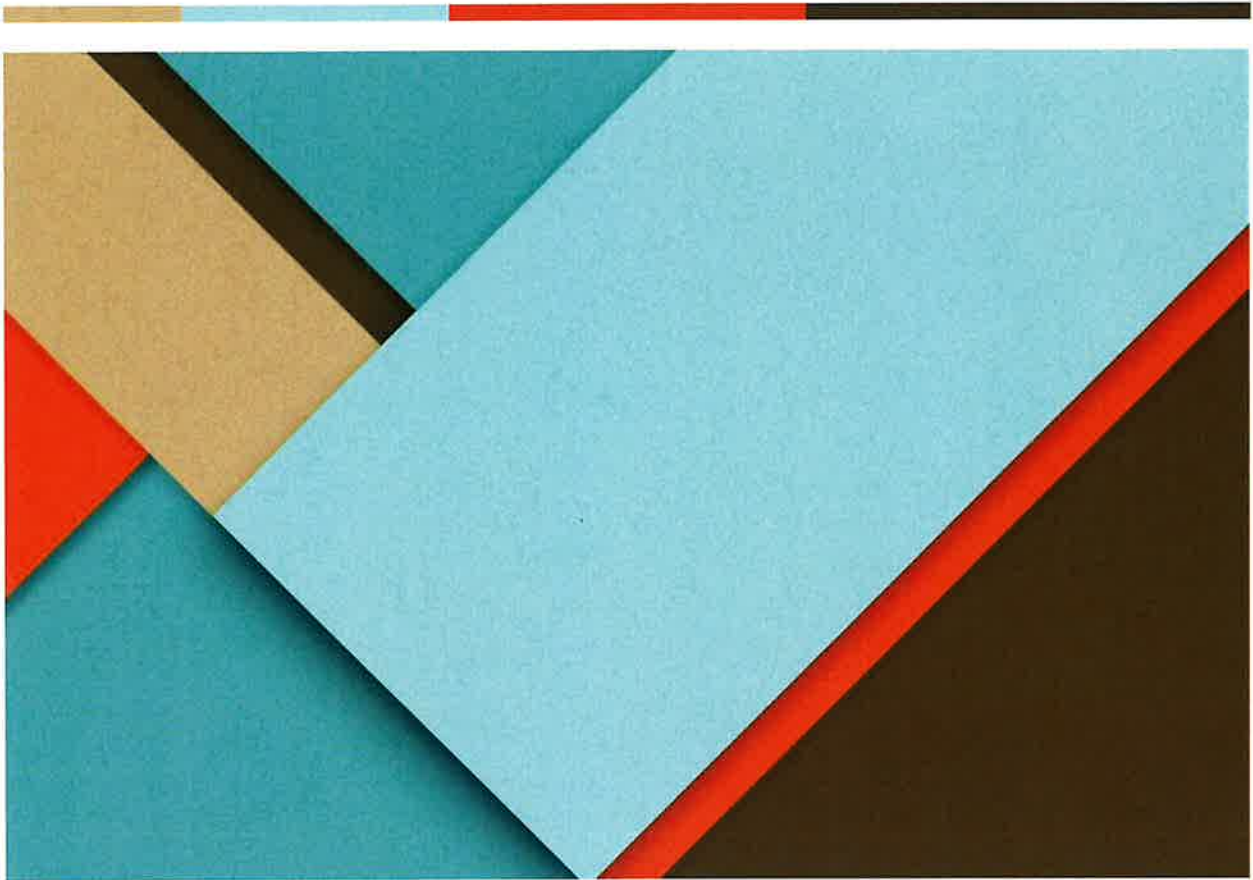
Artist: Hsu, Hsun-yuan
August 19, 2020



“Love Your Mother”
Alison, Beau, and Kelsey Thomas



ସମାଜ ସେବା



2020 Sand City Mural Proposal

8-16-20

Alison Thomas

Overview

At a time when Sand City is seeped in uncertainty about the future, I propose a mural that reconnects the city and its inhabitants back to nature. The great outdoors offers countless benefits, many of which we are in desperate need of during this unprecedented time in our country's history. With this mural, I hope to show how crucial community is and the fundamental part that family plays in overcoming hardships. This mural will be a tribute and a monument to the community of Sand City and the Mother Earth.

Goals

1. Connect the community to their families and each other with the warm suggestion to "Love Your Mother".
2. Reinforce the symbiotic relationship between humans and "Mother Earth", inviting community members to be kind to the planet.

Specifications

The mural portrays "Mother Earth" holding a small sprout in her hands in an abstract painting style, reminiscent of Van Gogh. She stands in the ocean, surrounded by stars, flora streaming in her hair. Her glowing crown emits the light of the sun, shining hope onto our time here on Earth. She is adorned with stars, symbolic of the dreams we wish today and the future we mutually strive for.

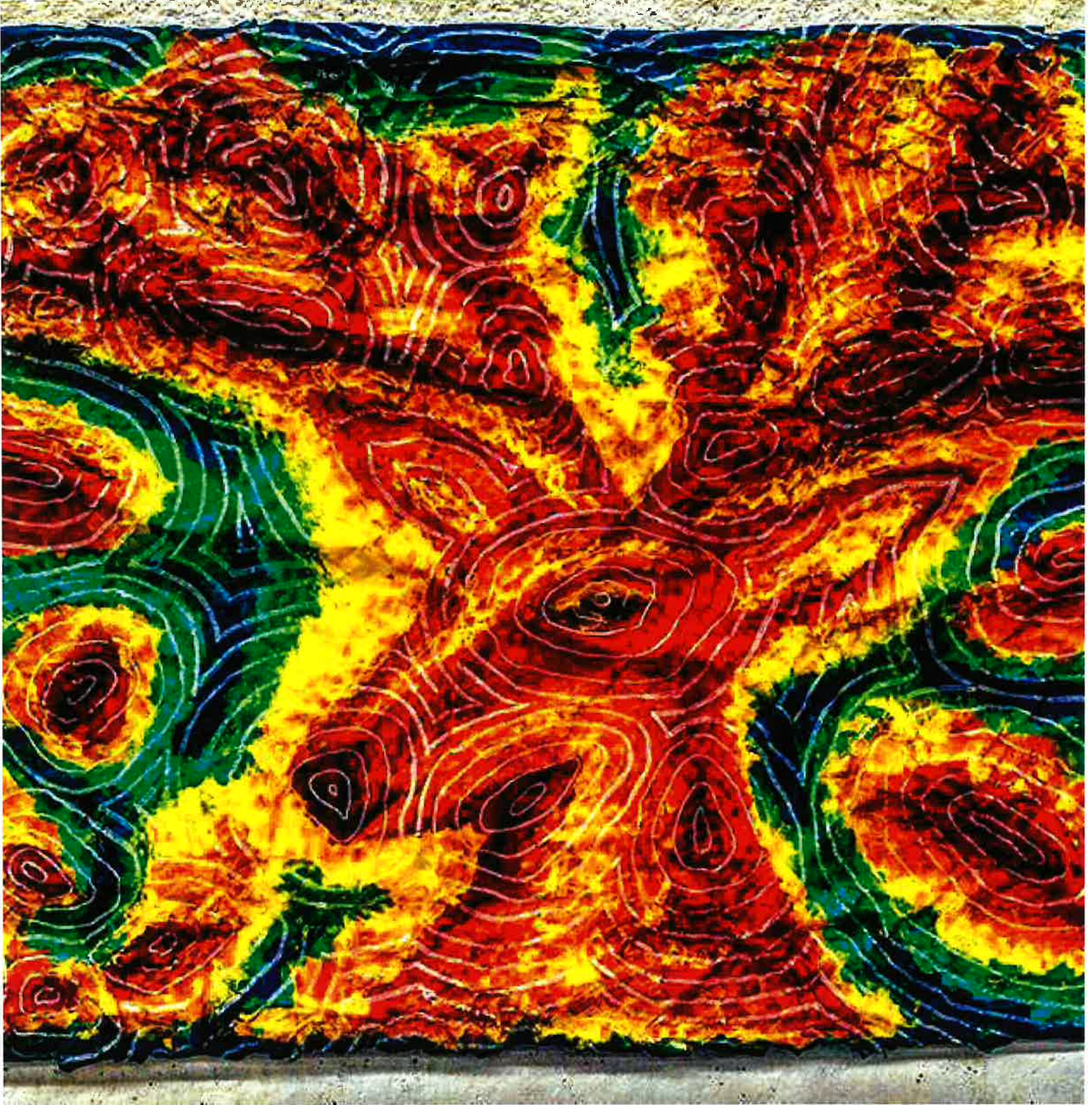
Budget

\$2,000 Budget Requested

- 10 gallons each in red, yellow, and blue weather proof paint = \$1000
- 5 gallons each in black, white and gold weather proof paint = \$500
- 10 gallons of top coat protective paint = \$300
- Brushes, tarps, tape, misc. = \$200







“Gold Coast”
Vanessa Ledesma and Josue Lopez



Call for Artists (RFP) Submission Form

Contact Information - Artist 1

Name
Denessa Ledesma

Current City
Santa Cruz CA

Hometown
Watsonville CA

Phone
[Redacted]

Email
[Redacted]

Contact Information - Artist 2

Put "N/A" in required fields if there is not a second artist.

Name
Rosie Lopez

Current City
Santa Cruz CA

Hometown
Watsonville CA

Phone
[Redacted]

Email
[Redacted]

Artwork Information

Title
Gold Coast

Description
State of California filled with designs representing our beloved Central Coast, such as sunshine, waves, poppies and a heart over the Monterey Bay.

Attachments

Examples of Previous Work
?F98B5B6-E787-40C1-B909-9E4E6CAF2101.jpeg
?455954C-DB21-419B-8619-2F81BCEA8D97.jpeg

Scale Mockup, in color
008253C-7113-491B-94A7-83AD1F0D7D6B.jpeg

List of Supplies
3413CAFD-412B-48CA-B76A-D202F9C0391E.jpeg

Supplies List:

- 2 gallons of primer (approx. \$25 each)
- 1 gallon of background paint (approx. \$35)
- 10 cans of multi-color paint (approx. \$8 each)
- 3 cans of clear paint sealer (approx. \$5 each)





“Lady Sand City”

Jessica Carmen (Evanjelista) and Augie Escobedo (AugieWK)

1961 1962

*Justica
Luzman*





SUBMISSION FORM

CONTACT INFORMATION

Artist 1 Name Jessica Carmen (Evanjelista)

Current City Gonzales, CA Hometown Watsonville, CA

Artist 1 Phone [REDACTED] Email [REDACTED]

Artist 2 Name AugieWK (Augie Escobedo)

Current City Gonzales, CA Hometown Gonzales, CA

Artist 2 Phone [REDACTED] Email [REDACTED]

ARTWORK INFORMATION

Title Lady Sand City

Description "Lady Sand City" is an homage to the iconic art - nouveau revival that dominated the 1960's and 1970's while Sand City was being incorporated. Not to mention the historic Monterey Pop Festival which drew thousands to the Monterey Bay also used the style for its posters. Our lady gingerly holds a California poppy in one hand while a sand piper is perched on the other. Both representing Sand City locally, and the Monterey Bay as whole. Our use of bright colors will draw the audience in and allow them to get lost in the history of not only Sand City and its revival through the arts, but also a glimpse into the history of various art styles.

Please attach:

- Examples of previous work
- A scale mockup, in color
- List of supplies

“Lady Sand City” Supplies List by Jessica Carmen and AugieWK

- 20 ft. plastic drop cloth
- 5 mixing cups with lids
- 1 bucket (Home Depot)
- 10 cans of Rust-oleum spray paint – Seaside
- 4 cans of Rust-oleum spray paint – Lagoon
- 3 cans of Rust-oleum spray paint – Aqua
- 2 cans of Rust-oleum spray paint – Black
- 2 cans of Rust-oleum spray paint – White
- 2 cans of Rust-oleum spray paint – Sweat Pea Pink
- 1 can of Rust-oleum spray paint – Ocean Mist
- 1 can of Rust-oleum spray paint – Warm Caramel
- 1 can of Montana spray paint – Chocolate
- 1-quart paint – Yellow
- 1-quart paint – Red
- 1-quart paint – Brown
- 1-quart paint - Black
- 1-quart paint – White
- 1-quart paint – High Pink (custom mix)
- 1-quart paint – Purple (custom mix)
- 1- 6 pack of Scotch Blue Painter’s Tape, Multi-surface
- 5-7 brushes, various sizes
- 4 Sakura Paint Markers – Black
- 4 Sakura Paint Markers – Red







AGENDA ITEM

7C



City of Sand City

Agenda
Item

7C

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Aaron Blair, City Manager
DATE: August 26, 2020 (Meeting date: September 1, 2020)
SUBJECT: Discussion and Approval of mock-ups as part of the we. murals 2020

Discussion:

As part of the public art policy and as outlined in the we. murals 2020 property owner and artist agreements, it is required that mock-ups be approved by the property, the Sand City Art Committee, and the City Council. Before you tonight, are the approved property owner, and the Sand City Art Committee mock-ups for the we murals 2020. There will be one additional mock-up that will be coming before you at the next meeting.

CEQA:

The action to procure artists for a neighborhood mural program is not subject to CEQA (California Environmental Quality Act) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; per CEQA guideline section 15060(c)(2). Furthermore, the application of artistic murals on existing structures qualifies for a categorical exemption per CEQA Guideline section 15301 as it a minor alteration of public and/or private structures involving no expansion of the use or structure.

Fiscal Impact:

The we. mural festival expenses were previously approved thus there is no additional fiscal impact associated with this item.

Recommendation:

The Staff supports the Arts Committee Recommendation to accept these property owner approved mock-ups for we. murals 2020.

Exhibits

- A. 679 Redwood – Artist: Casey Kawaguchi + Nathan Brown
- B. Art Park Wall (Exterior) Redwood - Kenton Hoppas + Bryan Gage
- C. 1676 Contra Costa St - Amanda Valdez + Hannah Eddy
- D. 698 Redwood - Detour + Hiero
- E. Location Map

EXHIBIT A





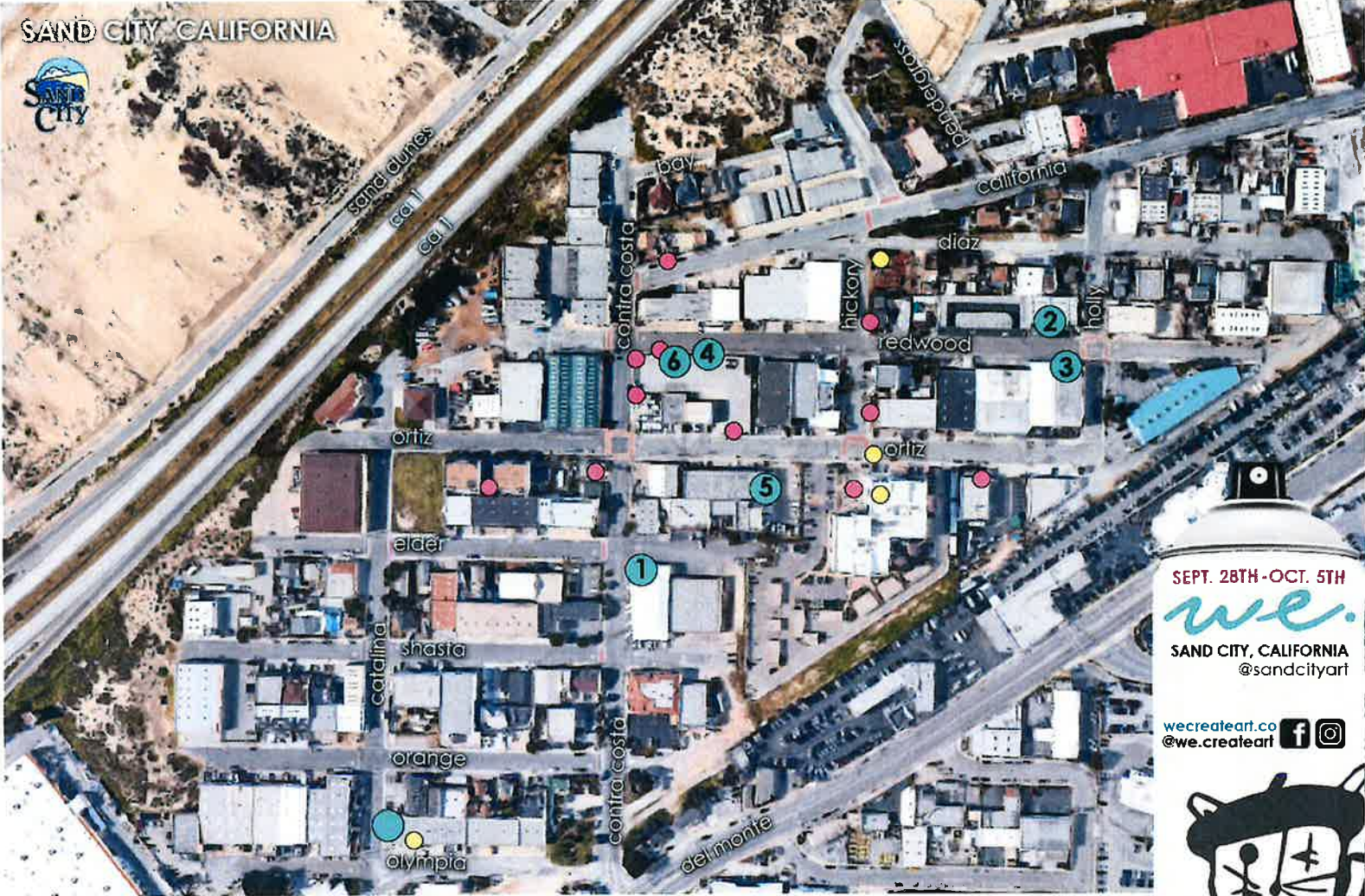
→ Go Color? * WE ALSO MAY NEED WHITE? PROVIDED FOR US?

EXHIBIT B





EXHIBIT E



SAND CITY, CALIFORNIA



SEPT. 28TH - OCT. 5TH

we.

SAND CITY, CALIFORNIA
@sandcityart

wecreateart.co
@we.createart



we. murals 2020

- ① Amanda Valdes . Hannah Eddy
- ② Casey Kawaguchi . Nathan Brown
- ③ Hiero Veiga . Thomas Evans
- ④ Kenton Hoppas . Bryan Gage
- ⑤ Pat Milbery . Andrea Von Bujdoss
- ⑥ Local Artist 1 . Artist 2
- Existing art & murals
- Community Garden
- Sweet Elena's Bakery
- Food Truck
- Post No Bills Craft Beer

AGENDA ITEM

7D

Connie Horca

From: Monterey Peninsula Chamber of Commerce
<communications@montereychamber.com>
Sent: Wednesday, August 26, 2020 5:11 PM
To: connie@sandcityca.org
Subject: Member2Member - August 26, 2020



19th Annual Leadership Luncheon – August 25, 2020

Dear Member,

Your Chamber's previous annual Leadership Luncheons highlighted the policy initiatives of our local elected officials. This year was different.

Although Chamber members lost the valuable opportunity to network with government, business, and community leaders, we set up a "Virtual" Leadership Luncheon so you could hear the views of more than a dozen prominent local elected officials. Most of our speakers focused on their immediate experiential responses to crises beyond our control, particularly coronavirus and wildfires.

Congressman Jimmy Panetta was the keynote speaker and reiterated the theme he has expressed throughout the year about our national emergencies: "federally-funded, state-mandated, locally-executed." He focused on the efforts in Congress to provide that federal funding to state and local governments in response to coronavirus and now the wildfires.

Then local government officials, including four of the five members of the Monterey County Board of Supervisors, talked about the local execution of plans and programs to keep essential government operations and commerce going during coronavirus and the recent wildfires.

Thank you to all who attended, our panelists, sponsors and supporters, our Board of Directors and our technical support group for a job well done!



Frank Geisler,
President and CEO



COVID RESOURCES



FEMA

August 24, 2020
DR-4558-CA NR 001
Cal OES News Desk: 916-800-3943
FEMA News Desk: 916-718-8540

News Release

Applying For FEMA Disaster Assistance

SACRAMENTO, Calif. – If you were impacted by the on-going wildfires in Lake, Monterey, Napa, San Mateo, Santa Cruz, Solano, Sonoma, and Yolo counties, you may be eligible for assistance from the Federal Emergency Management Agency (FEMA).

Grants may help eligible survivors with financial assistance that include rent, home repair, home replacement and other disaster-related needs such as childcare, medical and dental expenses.

Before you apply, contact your insurance company and file a claim for the disaster-caused damage. Take photographs or video of the damage and keep all receipts related to home repair.

If you have uninsured or underinsured losses, contact FEMA online at disasterassistance.gov, download the FEMA app and register on your smartphone or tablet, or call 800-621-3362 (TTY 800-462-7585).

Be prepared with the following information:

- Social Security Number
- Insurance policy information
- Address of the damaged primary dwelling
- A description of disaster-caused damage and losses
- Current mailing address
- Current telephone number
- Total household annual income
- Routing and account number of your checking or savings account (for direct transfer to your bank account)

After registering, create an account to check the status of your application, view messages from FEMA, update your personal information, and upload important documents.

If you are unable to upload your documents, mail them to FEMA at P.O. Box 10055, Hyattsville, MD, 20782-8055 or fax them to 800-827-8112.

If you have any questions, you please contact the FEMA Helpline at 800-621-3362 (TTY 800-462-7585). For TTY call 800-462-7585. If you use 711 or Video Relay Service (VRS), please call 800-621-3362.

MEMBER FEATURES



NOW OFFERING RESPITE CARE AT DISCOUNTED RATES FOR SENIORS AFFECTED BY FIRES

Call 831-375-2206 for more information

Del Monte Assisted Living & Memory Care

1229 David Ave., Pacific Grove



*Expedited admissions process available

*COVID policies strictly enforced; testing onsite; isolation room available

LIC# -275202746 /275202747

MPCC LEADERSHIP CIRCLE



Monterey Peninsula Chamber of Commerce | 353 Camino El Estero, Monterey, CA 93940



Save the dates!
OCTOBER 7-9, 2020



TENTATIVE SCHEDULE

PRELIMINARY SCHEDULE AT A GLANCE

As of July 28, 2020 (subject to change)

Wednesday, October 7

10:00 - 11:30 a.m.

1:00 - 2:15 p.m.

2:30 - 3:45 p.m.

4:00 - 5:15 p.m.

Evening

All Day

Opening General Session

Concurrent Sessions

Concurrent Sessions

Concurrent Sessions

Networking Opportunities

Virtual Expo Open

Thursday, October 8

9:00 - 10:30 a.m.

10:45 a.m. - 12:00 p.m.

12:00 - 12:45 p.m.

12:45 - 2:00 p.m.

1:00 - 2:15 p.m.

1:30 - 2:15 p.m.

2:15 - 3:30 p.m.

3:00 - 3:45 p.m.

3:45 - 5:00 p.m.

Evening

All Day

General Session

Concurrent Sessions

League Partner Speaker Theater

Concurrent Sessions

General Resolutions Committee

League Partner Speaker Theater

Concurrent Sessions

League Partner Speaker Theater

Concurrent Sessions

Networking Opportunities

Virtual Expo Open

Friday, October 9

9:00 - 10:15 a.m.

10:30 - 11:45 a.m.

11:00 - 12:00 p.m.

1:00 - 2:30 p.m.

All Day

Concurrent Sessions

Concurrent Sessions

General Assembly (Consideration of Resolutions Only)

Closing Session

Virtual Expo Open

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly.