



A G E N D A

Meeting of the Scotts Valley City Council

Date: July 20, 2016

Time: 6:00 p.m.

CITY OF SCOTTS VALLEY 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	MEETING LOCATION City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING: The agenda was posted 7-15-16 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Donna Lind, Mayor Randy Johnson, Vice Mayor Stephany E. Aguilar, Council Member Dene Bustichi, Council Member Jim Reed, Council Member	City Staff Members Chuck Comstock, Interim City Manager Kirsten Powell, City Attorney Taylor Bateman, Acting Community Development Dir Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 pm in the City Hall Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA 95066.

Agenda and Agenda Packet Materials:

The City Council agenda and the complete agenda packet are available for review by 5:00 pm the Friday before the Wednesday meeting on the Internet at the City's website: www.scottsvalley.org and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvalley.org.

Televised Meetings:

City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

(Council members are appointed to committees which are either City committees or committees dealing with other jurisdictions. This portion of the agenda allows the committee member to present oral or written reports to the Council regarding their committee assignments. It also allows the Council to make comments and give the committee member direction, as required.)

Interjurisdictional Committees:

✓	Criminal Justice Council	(Lind/Johnson)
✓	Transportation Commission	(Johnson/Lind)
✓	Metro Transit District Board	(Bustichi)
✓	County Integrated Waste Mgmt Local Task Force	(Lind/Hamby)
✓	City/School District Joint Committee	(Reed/Johnson)
✓	AMBAG	(Aguilar/Lind)
✓	LAFCO	(Lind)
✓	City Selection Committee	(Mayor)
✓	League of California Cities Delegate Program	(Aguilar)
✓	Hazardous Materials Advisory Commission	(Ron Whittle)
✓	Cultural Council	(Lind)
✓	Seniors Advisory Council	(Lind)
✓	Santa Margarita Ground Water Basin Advisory Committee	(Lind /Aguilar)
✓	Library Financing Authority/Joint Powers Boards	(CityManager)
✓	Library Advisory Commission	(Vacant)

Standing Local Committees:

✓	Traffic Safety Committee	(Lind/Aguilar)
✓	Economic Development	(Johnson/Bustichi)
✓	Affordable Housing	(Aguilar/Bustichi)
✓	Water Subcommittee	(Bustichi/Lind)
✓	Budget Subcommittee	(Mayor/Vice Mayor)
✓	Sign Subcommittee	(Bustichi/Lind)
✓	Green Building Permit Process Subcommittee	(Lind/Reed)

Project Specific Committees:

✓	Skypark Subcommittee	(Johnson/Bustichi)
✓	Gateway South Commercial	(Reed/Johnson)
✓	Glenwood Trails Subcommittee	(Aguilar/Reed)

CITY MANAGER REPORT

PUBLIC COMMENT TIME

(This is the opportunity for individuals to make and/or submit written or oral comments to the Council on any items within the purview of the Council, which are **NOT** part of the Agenda. No action on the item may be taken, but the Council may request the matter be placed on a future agenda.)

ALTERATIONS TO CONSENT AGENDA

(Council can remove or add items to the Consent Agenda.)

CONSENT AGENDA

(The Consent Agenda is comprised of items which appear to be non-controversial. Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.)

- A. Approve City Council meeting minutes of 7-6-15
- B. Approve check register – 7-5-16, 7-1-16, 6-30-16
- C. Approve the City of Scotts Valley's participation in the County's Multi-Disciplinary Interview Center (MDIC) and contribution of \$6,711 for FY 2016/17 and authorize the City Manager to sign the MDIC Contribution Agreement

ALTERATIONS TO REGULAR AGENDA

(Council can remove or add items to the Regular Agenda.)

REGULAR AGENDA

(Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.)

- 1. Consider approval of acceptance of transfer of the former Scotts Valley Redevelopment Agency's Partial Interest of the Transit Center Property, APN 022-212-16, to the City of Scotts Valley and authorize the City Manager to execute the grant deed and certificate of acceptance of grant deed (Attorney/Powell)
- 2. Consider approval of Easement Agreement between the Santa Cruz Metropolitan Transit District, the City of Scotts Valley and the Scotts Valley Water District, APN 022-212-16, and authorize the City Manager to enter into the Easement Agreement with the Scotts Valley Water District (Attorney/Powell)
- 3. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION

SUBJECT: Conference with legal counsel regarding real property negotiations.

Legal Authority: Govt Code Section 54956.8

APN: 022-231-03

Staff Present: City Manager, City Attorney

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

PROCEDURAL INFORMATION FOR THE PUBLIC

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN APPROVAL OF A RESOLUTION:

1. Move the Resolution number for approval.
2. Second the motion.
3. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN INTRODUCTION/ADOPTION OF AN ORDINANCE:

1. Move the Ordinance number for introduction (or adoption).
2. Move the Ordinance be introduced by title only and waive the reading of the text.
3. Read the Ordinance title.
4. Second the motion.
5. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN PUBLIC COMMENT/PUBLIC HEARINGS:

Unless otherwise determined by the presiding officer of the meeting:

1. Three minutes allowed per individual to speak.
2. Five minutes allowed per individual representing a group of three or more.



The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000; or, from or to Speech-to-Speech, English & Spanish 1-800-854-7787), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

DATE: 7-20-2016

MINUTES

Meeting of the Scotts Valley City Council

Date: July 6, 2016

POSTING:

The agenda was posted on 7-1-16
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

Present:

Mayor Lind
Vice Mayor Johnson
Council Member Aguilar
Council Member Bustichi
Council Member Reed

Interim City Manager Comstock
City Attorney Powell
Police Chief Weiss
Public Wks Director Hamby
Acting Community Development Director Bateman
City Clerk Ferrara

COMMITTEE REPORTS

CM Bustichi reported that the Santa Cruz Metropolitan Transit District Board met and they have made some decisions on route cuts. He stated that they started out needing approximately 35% in cuts, and they are down to 12% in cuts, thanks to employees and assistance and cooperation from other agencies.

CM Aguilar reported that the Board of Directors of the League of California Cities met and discussed the request from the Police Chiefs' Association of California recommendation for opposition to the recreational use of marijuana, which is a ballot initiative coming forward.

CM Aguilar that she will be meeting in Sacramento with the Governor and Board Members from the League of California Cities regarding Prop 47, which is the realignment and early release of prisoners, and the potential impacts on local communities.

VM Johnson reported that the Santa Cruz County Regional Transportation Commission met and voted to place a ½ center sales tax on the November 2016 ballot. He stated that he voted no on this issue for various issues, one of which is he does not feel that Scotts Valley would be getting its fair share of the funds collected.

Mayor Lind reported that she attended a public meeting regarding the most recent flight path meeting with the FAA in Mountain View and listened to public input. She stated that there were over 600 people in attendance and all parties involved are working diligently on this issue.

Mayor Lind reported that the 4th of July celebration went extremely well and she thanked the Parks & Recreation Advocates, City staff, and all of the volunteers and sponsors for their hard work and support. She announced and congratulated the following winners of the parade: Marching Band - Scotts Valley Middle School Marching Band; Other Musical Group - Little Mozarts 4 Fun; Color Guard - Boy Scout Troop 614; Float/Truck - Outrigger Santa Cruz; Clubs & Organizations - Scarborough Lumber Flat Bed with 4 Generations; Miscellaneous/Pets - Rudy Cabigas - 1952 Willey's Jeep; Classic Autos - Joe Perry 1928 Model A Ford; Equestrian - Dorothy McPherson Donell; Historic Entry - Corky Roberson - First City Council - Restored Roberson Construction Truck. She stated that the next celebration for the City's 50th Anniversary will be held on August 2 in the afternoon.

CITY MANAGER REPORT

Chief Weiss announced that the DARE golf tournament will be held on Friday, September 2.

PUBLIC COMMENT

Mayor Lind announced that on Friday, July 8, 2016 the San Augustine Church 4th annual golf tournament will be held at Valley Gardens.

Mayor Lind announced that on Monday, August 22, the Alvin Scarborough Memorial Golf Tournament will be held with proceeds going to local schools and Valley Churches United.

ALTERATIONS TO CONSENT AGENDA

M/S: Reed/Aguilar

To approve the Consent Agenda.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

Consent Agenda:

- A. Approve City Council meeting minutes of 6-15-16
- B. Approve check register – 6-10-16, 6-17-16
- C. Approve Resolution No. 1895.12, a resolution of the City Council of the City of Scotts Valley accepting a relocated temporary public right of way from 1440 DEVCO, LLC at 800 Bethany Drive (APN 023-031-19), and authorize the City Manager to execute the revised and relocated Grant of Easement for Temporary Right of Way for Roadway Purposes
- D. Approve the job description/class specification and salary schedule for the position of Senior Accountant, which will be included in the mid-management group and delete the Accounting Manager from our list of job classifications.
- E. Approve designation of Council Member Stephany Aguilar as the voting delegate for the League of California Cities Annual Conference on October 7, 2016 in Long Beach
- F. Approve Resolution No. 1596.40 authorizing the levy of the annual special tax roll for Scotts Valley Drive for the Community Facilities District 97-1 for the fiscal year 2016/2017

ALTERATIONS TO REGULAR AGENDA

M/S: Aguilar/Johnson

To approve the Regular Agenda.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

REGULAR AGENDA

1. Future Council agenda items

CM Aguilar requested a future agenda item regarding opposition to adult recreational use of marijuana as proposed by the Police Chiefs' Association of California.

PUBLIC HEARINGS

2. Skypark Open Space Maintenance Assessment District No. 1: Resolution No. 1555-SP-028; Annual Engineer's Report Skypark

CM Reed stated that he lives within this assessment district and recused himself from consideration of this item.

PWD Hamby presented the written staff report and responded to questions from Council.

PUBLIC HEARING OPENED - 6:32 PM

No one came forward.

PUBLIC HEARING CLOSED - 6:32 PM

M/S: Aguilar/Bustichi

To approve Resolution No. 1555-SP-28 ordering and authorizing the levy and collection of assessments therein pursuant to the Landscaping and Lighting Act of 1972, Skypark Open Space Maintenance District.

Carried 4/0/1 (AYES: Aguilar, Bustichi, Johnson, Lind; ABSENT: Reed)

3. Pinewood Estates Landscape Maintenance Assessment District: Resolution No. 1213.30; Annual Engineer's Report Pinewood

PWD Hamby presented the written staff report and responded to questions from Council.

PUBLIC HEARING OPENED - 6:38 PM

No one came forward.

PUBLIC HEARING CLOSED - 6:38 PM

M/S: Aguilar/Johnson

To approve Resolution No. 1213.30 ordering and authorizing the levy and collection of assessments therein pursuant to the Landscaping and Lighting Act of 1972, Pinewood Estates Landscape Maintenance District.

Carried 5/1 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 6:40 p.m. to discuss the following items:

1. Pursuant to Government Code Section 54956.8, the City Council met in closed session to confer with their legal counsel regarding real property negotiations, APN 022-231-03.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:15 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Lind announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 7:15 p.m.

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

CONSENT AGENDA ITEM B

DATE: 7-20-2016

SCOTTS VALLEY ACCOUNTS PAYABLE
07/01/2016 13:29:19 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 063016 COMMENT... A/P AS OF JUNE 30 2016

DATA-JE-ID DATA COMMENT

W-06302016-820 A/P AS OF JUNE 30 2016

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
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BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	002002 ACTIVE NETWORK/THE	107845	06/30/16	952.09	
	003534 ADOBE ANIMAL HOSPITAL SO	107846	06/30/16	36.05	
	000563 APPI	107847	06/30/16	779.98	
	000998 ASSOCIATED SERVICES CO.	107848	06/30/16	98.61	
	.15074 AVILA/MANUEL	107849	06/30/16	200.00	
	000614 BATTERIES PLUS	107850	06/30/16	73.93	
	001822 BC LABORATORIES INC.	107851	06/30/16	96.00	
	001593 BENEDICT DDS/NANETTE	107852	06/30/16	356.80	
	000053 BSN SPORTS	107853	06/30/16	456.62	
	001633 CAL-WEST LIGHTING & SIGN	107854	06/30/16	11,104.77	
	003211 CARNU DDS/OANA	107855	06/30/16	180.00	
	000435 CATTERA/MARK F.	107856	06/30/16	150.00	
	015008 CENTRAL HOME SUPPLY	107857	06/30/16	141.18	
	003476 CORIX	107858	06/30/16	47.71	
	.15076 CRUZ/JOCELINE	107859	06/30/16	200.00	
	003043 CSG CONSULTANTS, INC	107860	06/30/16	21,940.00	
	003464 DANIELS/JASON	107861	06/30/16	132.51	
	001084 DAPPER TIRE CO	107862	06/30/16	395.50	
	003160 DIXON & SON TIRE	107863	06/30/16	120.50	
	000054 EWING IRRIGATION PRODUCT	107864	06/30/16	486.48	
	000202 FEDERAL EXPRESS	107865	06/30/16	30.58	
	000582 FERRARA/TRACY A.	107866	06/30/16	83.58	
	000057 HACH COMPANY	107867	06/30/16	64.02	
	.15075 HILL/KAREN	107868	06/30/16	18.00	
	000066 KING'S PAINT & PAPER	107869	06/30/16	75.86	
	003403 MAR-KEN INTERNATIONAL PO	107870	06/30/16	260.00	
	001815 MC GRATH/TRISH	107871	06/30/16	120.42	
	002078 METRO MOBILE COMMUNICATI	107872	06/30/16	50.00	
	000967 MONTEREY BAY SYSTEMS	107873	06/30/16	620.66	
	.15073 MULHOLLAND/PAUL	107874	06/30/16	200.00	
	003535 OCEAN PLASTIC PRODUCTS	107875	06/30/16	103.31	
	000098 PALACE ART & OFFICE	107876	06/30/16	6,049.84	
	000918 PETTY CASH-JEANETTE ROLA	107877	06/30/16	173.02	
	.15077 RIBBONS GALORE	107878	06/30/16	314.38	
	003136 S.V. ADVOCATES	107879	06/30/16	2,000.00	
	001070 SANTA CRUZ ELECTRONICS I	107880	06/30/16	35.29	
	000126 SANTA CRUZ FIRE EQUIPMEN	107881	06/30/16	1,722.94	
	000805 SHAPE INC.	107882	06/30/16	11,233.88	
	001535 SKIP'S TIRE & AUTO CENTE	107883	06/30/16	317.58	
	002065 SOTO/ART	107884	06/30/16	497.43	
	001085 SYCAL ENGINEERING INC	107885	06/30/16	140.00	
	001942 TOTAL COMPENSATION SYSTE	107886	06/30/16	2,150.00	
	000952 WILSON/JOHN	107887	06/30/16	1,000.00	
	GENERAL CHECKING ACCOUNT			65,209.52	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				65,209.52

RECORDS PRINTED - 000070

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	34,185.88
004	RECREATION	3,572.15
008	TRAFFIC IMPACT MITIGATION	11,104.77
010	WASTEWATER OPERATIONS	1,949.74
011	TERTIARY TREATMENT PLANT	195.31
014	WASTEWATER EQMT REPLACE RES	11,233.88
025	GENERAL TRUST	2,314.38
028	SENIOR CENTER	116.61
112	DENTAL INS INTERNAL SERV	536.80
TOTAL ALL FUNDS		65,209.52

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	65,209.52
TOTAL ALL BANKS		65,209.52

SCOTTS VALLEY ACCOUNTS PAYABLE
07/01/2016 13:51:04 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 070116 COMMENT... A/P JULY 1 2016

DATA-JE-ID DATA COMMENT

W-07012016-822 A/P JULY 1 2016

Run Instructions:

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L		01			N	S	6	066	10			

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	001385 CALIFORNIA PUBLIC EMPLOY	107888	07/01/16	123,137.19	
	003105 LAFCO	107889	07/01/16	7,410.47	
	001673 LINCOLN FINANCIAL GROUP	107890	07/01/16	917.03	
	001591 MARKELL/ROD	107891	07/01/16	1,974.00	
	000323 NBS GOVERNMENT FINANCE G	107892	07/01/16	2,431.12	
	001097 PRODESSE PROPERTY GROUP	107893	07/01/16	3,523.52	
	000882 SUPERIOR ALARM COMPANY	107894	07/01/16	444.00	
	000151 VISION SERVICE PLAN	107895	07/01/16	1,134.48	
	GENERAL CHECKING ACCOUNT			140,971.81	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				140,971.81

RECORDS PRINTED - 000051

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	111,148.09
004	RECREATION	7,491.62
010	WASTEWATER OPERATIONS	12,803.30
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	3,523.52
028	SENIOR CENTER	837.58
090	SV DRIVE A REDEMPTION	2,431.12
123	COMMUNITY FACILITY CENTER	762.58
TOTAL ALL FUNDS		140,971.81

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	140,971.81
TOTAL ALL BANKS		140,971.81

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: July 20, 2016
TO: Honorable Mayor and City Council
FROM: John Weiss, Chief of Police
SUBJECT: COUNTY MULTI-DISCIPLINARY INTERVIEW CENTER

SUMMARY OF ISSUE

Law enforcement, the District Attorney's Office and social services agencies in Santa Cruz County all have a responsibility to assure that child victims of sexual assault and physical abuse are interviewed according to legal and professional standards. Further, the best results for conducting forensic interviews of victims are achieved via multi-jurisdictional cooperation and collaboration.

Creating an organized and effective team response via a multi-disciplinary interview center (MDIC) minimizes the need for multiple interviews and reduces stress and trauma on victims. Further, such a center provides a neutral, family-friendly environment to conduct forensic interviews where agency professionals come together in a collaborative approach that is evidence based. It should be noted that the District Attorney and all the city police chiefs in Santa Cruz County are in support of this MDIC proposal.

Accordingly, District Attorney Jeff Rossell and his office have taken a lead in establishing a MDIC for Santa Cruz County. The District Attorney's Office shall provide the coordination and administration of the MDIC, and respective law enforcement agencies have been asked to contribute annual funding based on each jurisdiction's population (refer attached budget proposal and revenue contribution agreement). A contributing agency may terminate participation (per the contribution agreement) and appropriate indemnifications are included.

FISCAL IMPACT

Based on our population of 12,143, Scotts Valley's contribution for Year 1 (2016-17) will be \$6,711 (a 4.40% contribution.) Refer to the attached proposed revenue contribution agreement for further details.

STAFF RECOMMENDATION

The City Council approve the City of Scotts Valley’s participation in the County’s MDIC and authorize the City Manager to sign the attached Revenue Contribution Agreement.

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Multi-Disciplinary Interview Center Proposed Budget and Revenue Contribution Agreement	2

Multi-Disciplinary Interview Center Revenue Contribution Agreement

This Agreement is made by and between the County of Santa Cruz ("COUNTY") and City of Scotts Valley ("CONTRIBUTING ENTITY"), and is made with reference to the following recitals.

WHEREAS, law enforcement and social services agencies in Santa Cruz County have a responsibility to assure that child victims of sexual and physical abuse are interviewed according to established legal and professional standards; and

WHEREAS, the City of Capitola, City of Santa Cruz, City of Scotts Valley and City of Watsonville ("CONTRIBUTING ENTITIES") agree that the best results for conducting forensic interviews of child abuse victims are achieved through cooperative efforts; and

WHEREAS, the CONTRIBUTING ENTITIES are part of a multi-jurisdictional cooperative effort involving local law enforcement and social services agencies concerned with assisting child victims of sexual and physical abuse; and

WHEREAS, the CONTRIBUTING ENTITIES desire to ensure an organized, effective team response to cases of child sexual and physical abuse in Santa Cruz County through a Multi-Disciplinary Interview Center (MDIC); and

WHEREAS, a MDIC coordinates the investigation, prosecution and treatment of child abuse while helping children heal; and

WHEREAS, the MDIC model provides a neutral, family-friendly facility for conducting forensic interviews where agency professionals come together to work in a collaborative approach that is evidence-based; and

WHEREAS, each of the CONTRIBUTING ENTITIES acknowledges that the success of a MDIC in Santa Cruz County is directly related to the participation of each of the CONTRIBUTING ENTITIES in the funding of the center through this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, stipulations and terms contained herein, the parties to this Agreement agree as follows:

1. The CONTRIBUTING ENTITY shall contribute to the funding of the MDIC under the coordination and administration of the Santa Cruz County District Attorney's Office.
2. This Agreement shall commence when executed and shall continue in full force until terminated by any of the CONTRIBUTING ENTITIES upon thirty (30) days' notice in writing to COUNTY.
3. The CONTRIBUTING ENTITY shall contribute funds for the fiscal year July 1, 2016 to June 30, 2017 in the amount of \$6,711.

4. For fiscal years following the fiscal year 2016-17, each of the CONTRIBUTING ENTITIES' contribution level shall be adjusted to reflect any increase or decrease in the costs of operating the MDIC. Increases or decreases in funding level shall be approved by the Santa Cruz County Board of Supervisors. Notice of an increase or decrease in contribution levels shall be given to the CONTRIBUTING ENTITY no later than 45 days prior to the end of the then current fiscal year. Each of the CONTRIBUTING ENTITIES' contribution level shall be made based on the entities' share of population when compared to the total County population. For the City of Scotts Valley, the share of population is 4.40% in fiscal year 2016-17.
5. Contributions shall be made to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector on or before August 31 of each fiscal year.
6. The Santa Cruz County Auditor-Controller-Treasurer-Tax Collector shall annually, or as deemed necessary, audit the operation of the MDIC. These audit results shall be made available to the CONTRIBUTING ENTITY.
7. The Santa Cruz County District Attorney's Office shall maintain all financial records of the MDIC for a period of at least five years following the end of the fiscal year for which the records pertain. The CONTRIBUTING ENTITY shall have the right to inspect these records at any time upon reasonable notice.
8. If the CONTRIBUTING ENTITY elects to terminate its participation in this Agreement and cease contributions to the MDIC, it must do so by giving each of the other CONTRIBUTING ENTITIES written notice of intent to terminate participation no less than 30 days prior to the end of the then current fiscal year. Such notice of intent to terminate their participation shall not be effective until the end of the then current fiscal year. In the event that one of the CONTRIBUTING ENTITIES elects to terminate its participation pursuant to this paragraph, all of the remaining CONTRIBUTING ENTITIES shall have the opportunity to terminate their participation or to continue participation with adjustments in the contribution levels necessary to fund the MDIC for the subsequent fiscal year. The CONTRIBUTING ENTITY shall exercise good faith in resolving any disputes over the funding level of the MDIC or any proposed increase in the contributions.
9. The CONTRIBUTING ENTITY shall indemnify and hold one another, their officers, agents and employees harmless from and against any claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this Agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.
10. This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement,

and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

11. The parties to this Agreement may alter, amend, or modify this Agreement at any time. However, no alteration, amendment or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

COUNTY OF SANTA CRUZ

Authorized Agent

Dated _____, 2016

ATTESTED

Clerk of the Board

Approved as to Form:

County Counsel

CITY OF SCOTTS VALLEY

Authorized Agent

Dated _____, 2016

ATTESTED

City Clerk

Approved as to Form:

City Attorney

**Multi-Disciplinary Interview Center
Proposed Budget**

YEAR 1 (2016-17):

CONTRIBUTOR	CONTRIBUTION	POPULATION¹	PERCENTAGE
County	\$75,228	136,086	49.32%
Santa Cruz	\$35,738	64,632	23.43%
Watsonville	\$29,240	52,891	19.17%
Scotts Valley	\$6,711	12,143	4.40%
Capitola	\$5,613	10,150	3.68%
TOTAL	\$152,530	275,902	100.00%

EXPENDITURE	EXPENSE
MDIC Coordinator ²	\$107,530
Supplies, equipment and other costs	\$7,500
Lease cost for MDIC space ²	\$17,500
Build-out for MDIC space ³	\$20,000
TOTAL	\$152,530

YEAR 2 (2017-18):

CONTRIBUTOR	CONTRIBUTION	POPULATION¹	PERCENTAGE
County	\$78,897	136,086	49.32%
Santa Cruz	\$37,481	64,632	23.43%
Watsonville	\$30,666	52,891	19.17%
Scotts Valley	\$7,039	12,143	4.40%
Capitola	\$5,887	10,150	3.68%
TOTAL	\$159,970	275,902	100.00%

EXPENDITURE	EXPENSE
MDIC Coordinator	\$133,970
Supplies, equipment and other costs	\$5,000
Lease cost for MDIC space	\$21,000
TOTAL	\$159,970

Notes:

1. California Department of Finance, Report E-1: City/County Population Estimates, Released May 1, 2016
2. MDIC Coordinator and lease are expected to start in September 2016.
3. Build-out costs are one-time.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: July 20, 2016

TO: Honorable Mayor and Council Members

FROM: Kirsten Powell, City Attorney

SUBJECT: **Acceptance of Transfer of the Former Scotts Valley
Redevelopment Agency's Partial Interest of the Transit Center
Property, APN 022-212-16, to the City of Scotts Valley**

SUMMARY OF ISSUE

On February 7, 1996, the Santa Cruz Metropolitan Transit District, a local public agency and a political subdivision of the State of California ("Metro"), granted to the Scotts Valley Redevelopment Agency an undivided 13.87% interest as a Tenant in Common, the property on which the Transit Center is currently located, APN 022-212-16 (the "Property"). Metro operates and maintains the Transit Center and the Property.

Pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231(2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Scotts Valley Redevelopment Agency (the "Agency") were transferred to the control of the Successor Agency to the Agency (the "Successor Agency") by operation of law. Pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency prepared a long-range property management plan which addressed the disposition and use of the real properties of the former Agency (the "Plan"). The Plan was approved by the Oversight Board of the Successor Agency (the "Oversight Board") on March 20, 2014, and the Department of Finance (the "DOF") on July 15, 2014. The plan inadvertently did not include the Property.

Pursuant to Health and Safety Code Section 34181(a), agencies are permitted to retain properties for governmental use. In those instances, the properties can be conveyed to the City for ownership. In this case, the Property is operated as a public transit center and is jointly owned by the former Agency and another public agency, the Metro. Therefore, it is appropriate to transfer the Property to the City.

At its May 18, 2016, meeting, the Oversight Board approved Resolution No. OB-, authorizing the transfer of the Property. On June 29, 2016, the DOF approved the transfer as indicated in the letter attached hereto. The City Council must now accept the transfer of the interest in the Property.

FISCAL IMPACT

None. The Property is maintained by Metro.

STAFF RECOMMENDATION

That the City Council accept the transfer of the Property to the City.

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Recording Requested by and
When Recorded, Return to:

City of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066

SPACE ABOVE THIS LINE FOR RECORDER'S USE

City of Scotts Valley Official Business
Exempt from Recording Fees Pursuant to
Government Code Section 27383

Exempt from Transfer Tax pursuant to
Revenue and Taxation Code Section 11922

APN 022-212-16

GRANT DEED

RECITALS

WHEREAS, On February 7, 1996, the Santa Cruz Metropolitan Transit District, a local public agency and a political subdivision of the State of California ("Metro"), granted to the Scotts Valley Redevelopment Agency an undivided 13.87% interest as a Tenant in Common, the property on which the Transit Center is currently located, APN 022-212- 16 (the "Property").

WHEREAS, Metro currently operates and maintains a Transit Center on the Property.

WHEREAS, Pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal.4th 231(2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Scotts Valley Redevelopment Agency (the "Agency") were transferred to the control of the Successor Agency to the Agency (the "Successor Agency") by operation of law.

WHEREAS, Pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency prepared a long-range property management plan which addressed the disposition and use of the real properties of the former Agency (the "Plan").

WHEREAS, The Plan was approved by the Oversight Board of the Successor Agency (the "Oversight Board") on March 20, 2014, and the Department of Finance (the "DOF") on July 15, 2014.

WHEREAS, The plan inadvertently did not include the Property.

WHEREAS, Pursuant to Health and Safety Code Section 34181(a), public agencies are permitted to retain properties for governmental use. In those instances, the properties can be conveyed to the City for ownership.

WHEREAS, the Property is used as a transit center and as such, can be retained by the City for governmental purposes.

WHEREAS, the Oversight Board of the Successor Agency of the Scotts Valley Redevelopment Agency, approved the resolution attached hereto as Exhibit "A" authorizing the transfer and conveyance of the City's interest in the Property to the City of Scotts Valley.

WHEREAS, the Department of Finance approved the transfer of the former Redevelopment Agency's interest in the Property to the City of Scotts Valley as set forth on Exhibit "B".

GRANT DEED

NOW THEREFORE, the SUCCESSOR AGENCY TO THE SCOTTS VALLEY REDEVELOPMENT AGENCY, as successor in interest to the SCOTTS VALLEY REDEVELOPMENT AGENCY, hereby grants to the CITY OF SCOTTS VALLEY all of its right, title and interest in the property described in that certain deed recorded on August 16, 2000 as Instrument No. 2000-0039601, subject to the conditions and covenants stated therein.

Dated: _____, 2016

SUCCESSOR AGENCY TO THE CITY OF SCOTTS VALLEY
REDEVELOPMENT AGENCY

By: _____
Title: _____

Certificate of Acceptance of Grant Deed

Pursuant to Government Code Section 27281, this is to certify that the interest in real property conveyed by this Grant Deed to the City of Scotts Valley, a public entity, is hereby accepted by approval of the City of Scotts Valley and the City consents to recordation thereof.

Dated: _____, 2016

City of Scotts Valley

By: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

City of Scotts Valley

CITY COUNCIL STAFF REPORT

DATE: July 20, 2016

TO: Honorable Mayor and Council Members

FROM: Kirsten Powell, City Attorney

SUBJECT: **Approval of Easement Agreement between the Santa Cruz Metropolitan Transit District, the City of Scotts Valley and the Scotts Valley Water District, APN 022-212-16**

SUMMARY OF ISSUE

The Santa Cruz Metropolitan Transit District ("Metro") and the City of Scotts Valley ("City") are the owners on the property on which the Transit Center is located, APN 022-212-16 (the "Property"). Metro operates and maintains the Transit Center and the Property. The Scotts Valley Water District ("District") is in the process of constructing a stormwater system and related facilities along Kings Village Road. The District has requested a non-exclusive easement on the Property from Metro and the City in order to construct certain improvements for the system. The improvements include an underground detention tank and gravel reservoir, stormwater bilfiltration cells, pervious concrete pavement, and stormwater conveyance facilities.

Pursuant to the agreement, the District will indemnify the City for any claims resulting from the easement. The District will also maintain insurance naming the City as an additional insured during construction of the improvements. The District is responsible for maintaining and repairing the improvements. The easement will not impair the public use of the Property as the Transit Center.

Metro staff has approved the easement document, but the Metro Board has not yet granted the easement. The Metro Board's consideration of the easement is contingent on the District obtaining funding for the project and hiring a contractor. The District has recently obtained funding for the project and has awarded the contract to Anderson Pacific to perform the work.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

That the City Council authorize the City Manager to execute the Easement Agreement.

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Recording Requested By and
When Recorded Return To:

Scotts Valley Water District
2 Civic Center Dr.
Scotts Valley, CA 95066

**Scotts Valley Water District Official Business
Exempt from Recording Fees Pursuant to Government
Code Section 27383**

**Exempt from Transfer Tax pursuant to Revenue and
Taxation Code Section 11922**

Assessor's Parcel Number 022-212-16

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into on the ____ day of _____ 2016, by and between the Santa Cruz Metropolitan Transit District and the City of Scotts Valley (collectively known as "Grantors") and the Scotts Valley Water District (known as "Grantee").

RECITALS

A. Grantors are the owners of that certain real property located at 246 Kings Village Rd, Scotts Valley, CA 95066, ("Scotts Valley Transit Center") Santa Cruz County Assessor's Parcel Number 022-212-16, and more particularly described in Exhibit "A" of that certain Grant Deed recorded August 16, 2000 as Document No. 2000-0039601, Santa Cruz County Records (the "Property").

B. Grantee is a County Water District organized under Water Code Section 30000.

C. Grantee desires to construct a stormwater system and related facilities ("Stormwater System") on, over, through and within portions of Grantors' Property, and Grantee has requested that Grantors grant and convey a permanent non-exclusive easement ("Easement") for such purposes.

D. The Stormwater System includes an underground detention tank and gravel reservoir; stormwater biofiltration cells; pervious concrete pavement; prefabricated hydrodynamic separator for stormwater treatment; stormwater conveyance facilities including manholes and pipelines; precast concrete modular biofiltration units; and landscaping, irrigation and related improvements.

E. Grantors, by and through the Easement dedication as granted herein, reserve, subject to the terms and conditions set forth herein, the right to and will at all times control all airspace

rights and the use of airspace related to the subject Property for future development above the Easement.

F. Whereas the parties desire to enter into this Agreement to provide for the terms and conditions under which the Easement is granted by Grantors in favor of Grantee.

NOW, THEREFORE, Grantors and Grantee agree as follows:

1. Grant of Easements. Grantors hereby grant and convey to Grantee a non-exclusive permanent easement over that portion of Grantors' Property as described on Exhibit "A" and depicted on Exhibit "B" ("Easement Area") for the uses and purposes described in this Agreement.

2. Easement Purposes. Grantee, its contractors, agents and invitees, shall have the right to construct, install, use, repair and maintain, remove, replace, inspect, and test the Stormwater System and all facilities appurtenant thereto, in, under, across, along, above and upon the Easement Area, together with the right of ingress and egress relating to such uses.

3. No Interference. After the installation of the Stormwater System, Grantors shall not construct or maintain permanent improvements if such improvements will materially interfere with the Stormwater System.

4. Maintenance.

(a) Grantee is solely responsible for the maintenance, repair and replacement of the Stormwater System and Grantee's improvements and facilities within the Easement Area.

(b) Except as specifically provided herein, Grantee is responsible for all of Grantee's operations and its improvements, maintenance and repair of the Stormwater System within the Easement Area.

(c) The operation and maintenance of the Stormwater System is at the Grantee's sole cost and expense, except as set forth below.

(d) Any construction work by Grantee must be performed at such times and in such a manner as to minimize its impact on Grantors' operations and use of the Transit Center. Grantee must pay the cost to repair any damage to Grantors' Property or operations caused by Grantee or anyone entering the property at the direction of Grantee.

(e) Grantee must provide reasonable notice to Grantors prior to performing any construction, maintenance or repairs in the Property that would materially interfere with Grantor's use and enjoyment of the Scotts Valley Transit Center.

(f) In the event Grantee fails to maintain the Storm Water System and all of Grantee's improvements within the Easement Area in good condition and repair, Grantors may perform all necessary repairs and maintenance and will be entitled to reimbursement from Grantee for expenses reasonably incurred performing such maintenance and repairs; provided however, that Grantors have 1) provided previous written notice to Grantee of the necessary

repairs ; and 2) Grantee fails, within 30 days of receipt of the notice, to (a) carry out such maintenance or repairs or (b) notify Grantors, in writing, of its determination that such maintenance or repairs are unnecessary to maintain the Easement Area in good condition and repair. For purposes of this paragraph, “good condition and repair” means the condition generally maintained by Grantors of the Property. Notwithstanding anything herein to the contrary, nothing in this paragraph will preclude either party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute either prior to or during the notice period above, if necessary to protect the interests of such party.

5. Liens and Encumbrances. The Easement granted herein is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way that pertain to or are recorded against the Property prior to the Effective Date of this Easement. Any future encumbrances shall not interfere with Grantee’s use and enjoyment of the Easement granted herein. Grantee will permit the placement by Grantors of public utilities or infrastructure in the Easement as required to serve Grantors’ Property, subject to the requirement that the placement of such encumbrances shall not interfere with the Stormwater System or Grantee’s use of the Easement.

6. Compliance with Law. Grantee shall comply with all applicable laws, ordinances and regulations, including, but not limited to, all applicable regulatory, environmental and safety requirements at Grantee’s sole cost and expense.

7. Insurance. Grantee shall maintain, and Grantee shall cause its contractors to maintain in full force and effect during the term of this Easement, the following policies of insurance issued by an insurance company or companies authorized to do business in the State of California with a minimum “Best’s” ratings of B+ or greater:

(a) Workers Compensation. As required by Section 1860 of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees, Grantee shall secure Workers’ Compensation coverage with an Employer’s Liability Limit of \$2,000,000. Grantee shall insure the procurement and maintenance of such insurance by all contractors or subcontractors engaged on the Property. The policy shall contain a waiver of subrogation in favor of Grantors, their respective successors and assigns, and their respective directors, officers, employees, agents, contractors and any other person acting on Grantors’ behalf, as they now or as they may hereafter be constituted singly, jointly or severally.

(b) Commercial General Liability. Grantee shall, at its own cost and expense, procure and maintain Commercial General Liability insurance. The policy shall include as additional insured Grantors, their respective successors and assigns, and their respective directors, officers, employees, agents, contractors and any other person acting on Grantors’ behalf. The policy shall be primary and contain cross liability and severability of interest clauses. The policy shall have a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. This insurance shall include but not be limited to: premises and operations, contractual liability covering the indemnity obligations contained in this Easement; personal injury, explosion, collapse and underground coverage,

products and completed operations and broad form property damage. The policy shall contain a waiver of subrogation in favor of Grantors, their respective successors and assigns, and their respective directors, officers, employees, agents, contractors and any other person acting on Grantors' behalf, as they now or as they may hereafter be constituted singly, jointly or severally.

(c) In addition to the requirements described above, Grantee shall maintain any other insurance that may be required by law statute or governmental regulations.

(d) Evidence of Coverage. Prior to occupying the Property, Grantee shall file a Certificate(s) of Insurance with the Grantors evidencing the coverage and endorsements.

8. Indemnification. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantors, the successor and assigns of any of them, and their officials, officers, agents and employees (collectively "Indemnitees"), from and against any and all liability, loss, damage, claims, expenses and costs arising out of the negligence or wrongful acts of Grantee in connection with Grantee's use or occupancy of the Property that may occur, or that may alleged to have occurred while in, upon, about, or in any way connected to the use of the Property by Grantee, its agents, employees, contractors, subcontractors or invitees. Provided, however, that the foregoing shall not apply to any claims for loss, damage, injury or liability caused solely by the gross negligence or willful misconduct of Indemnitees. Grantee further agrees to defend (with counsel reasonably satisfactory to Grantors) any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising there from or incurred in connection therewith, and if any judgment be rendered against the Indemnitees in such action, Grantee shall, at its expense, satisfy and discharge the same. Grantee waives any and all rights to any type of express or implied indemnity against Indemnitees in any way arising from Grantee's use of the Property. This indemnity shall survive the termination of this Agreement, if any. If any term in this indemnity provision is found to be void or unenforceable, the remainder provisions shall remain in full force and effect.

9. Binding on Successors and Assigns. The covenants and agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of Grantors and Grantee, and their successors and assigns.

10. Assignment. Grantee shall not voluntarily or by operation of law, assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Grantee's interest in this Easement or in the use of the Easement and/or Property, without Grantors' prior written consent, which may be withheld in Grantors' sole discretion. Grantors shall respond to Grantee's request for consent thereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Agreement.

11. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

12. Entire Agreement. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any

such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

13. Cumulative Remedies. No remedy or election under this Agreement shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

14. Attorneys' Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs to be paid by the losing party.

15. Consent. Whenever under this Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed and all such determinations shall be made on a reasonable basis and in a reasonable manner.

16. Authority. Each individual executing this Agreement on behalf of Grantors or Grantee represents and warrants that he or she is duly authorized to execute and deliver this Easement Agreement on behalf of said party.

17. Counterparts. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Agreement on the day and year first above written.

[SIGNATURE PAGE ATTACHED]

Grantors

Santa Cruz Metropolitan Transit District

By: _____

Title: _____

City of Scotts Valley

By: _____

Title: _____

Grantee

Scotts Valley Water District

By: Piret Harmon, General Manager

Certificate of Acceptance of Easement

Pursuant to Government Code Section 27281, this is to certify that the interest in real property conveyed by this Easement Agreement to the Scotts Valley Water District, a public entity, is hereby accepted by approval of the Board of Directors of the Scotts Valley Water District and Grantee consents to recordation thereof.

Dated: _____, 201__

Scotts Valley Water District

By: Piret Harmon, General Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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State of California
County of _____

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____