AGENDA

Meeting of the
Scotts Valley City Council
In-Person and Remote Access
Date: February 4, 2026
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	Agenda posted on 1-30-2026 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at: www.scottsvalley.gov

ELECTED OFFICIALS	CITY STAFF MEMBERS
Donna Lind, Mayor Steve Clark, Vice Mayor Krista Jett, Council Member Derek Timm, Council Member Greg Wimp, Council Member	Mali LaGoe, City Manager Kirsten Powell, City Attorney Cathie Simonovich, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS

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, and via Zoom Webinar remote access.

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.gov 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.gov.

Public Participation:
The meeting will be available on Zoom and livestreamed to the City of Scotts Valley's YouTube channel: https://www.youtube.com/@cityofscottsvalley
For those wishing to participate via Zoom you can join the following ways:
Zoom Webinar meeting link: https://us02web.zoom.us/j/83295730901
Or dial one of these numbers: (669) 900-9128 or (669) 444-9171
Webinar ID: 832 9573 0901

Whether attendance is in-person or remote, you will be given opportunities to provide public comment at the appropriate times throughout the meeting. The time limit is up to 3 minutes for an individual, or 5 minutes for someone who is representing a group of three or more, at the discretion of the Mayor. Please note that this is not a question-and-answer time, but simply a time to provide comments to the Council. At the appropriate times during the meeting for public comment, on items not on the agenda, and on specific agenda items, the Mayor will announce that public comment will be accepted.

How to comment via in-person attendance:
Please proceed to the public comment podium when the Mayor opens the item for public comment.

How to comment via Zoom Webinar:
Use the webinar attendee option to “raise hand” when the Mayor opens the item for public comment. The Clerk will unmute you when it is your turn. If you have joined via Zoom phone call, dial *9 or your phone to “raise your hand”, and the Clerk will unmute you when it is your turn.

CALL TO ORDER 6:00 PM

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

SPECIAL SET MATTER

1. Mayor's Proclamation celebrating Alfred Hitchcock Week March 2nd through March 8th, 2026

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.

CITY MANAGER REPORT

PUBLIC COMMENT TIME

This is the opportunity for individuals attending in person to make 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. Written public comment may be emailed to the City Clerk by 5:00 PM on the day of the meeting at csimonovich@scottsvalley.gov.

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

The Consent Agenda is comprised of items which are intended to be non-controversial and are approved without discussion. Persons wishing to speak on any item may request the item be moved to the Regular Agenda by raising their hand to be recognized by the Mayor. An item will only be moved from the Consent Agenda to the Regular Agenda if a City Council Member requests it to be moved and a majority of the Council agrees.

1. Approve City Council Special meeting minutes of 01-16-2026 and Regular Meeting minutes of 01-21-2026
2. Approve Fifth Amendment to the Joint Powers Agreement between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley, relating to library services, to extend the term effective January 1, 2026 through June 30, 2032 and Authorize the City Manager to Execute the Fifth Amendment
3. Update on emergency actions taken for the Scotts Valley Drive Sinkhole Repair Project
4. Ratify appointment of Scotts Valley Senior Center Advisory Commission Member

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. Future Council Agenda Items

CONVENE TO CLOSED SESSION

CLOSED SESSION SUBJECT(S)

1. Conference with legal counsel regarding liability claim
   Legal Authority: Government Code Section 54956.9
   Name of Case: Tavare Harris Claim
   Staff Present: City Manager, City Attorney, Interim Police Chief

2. Conference with legal counsel regarding anticipated litigation
   Legal Authority: Government Code Section 54956.9(d)(4)
   Number of Cases: 1
   Staff Present: City Manager, City Attorney, Public Works Director

3. Conference with legal counsel regarding real property negotiations
   Legal Authority: Government Code Section 54956.8
   Location: 2 lots between 201 and 241 Kings Village Road, Scotts Valley; APNs 022-601-05 and 022-601-13
   Staff Present: City Manager, City Attorney

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

ADA NOTICE

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) 440-5608 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; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

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.

❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖

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City of Scotts Valley

Mayor's Proclamation

Celebrating Alfred Hitchcock Week - March 2nd through 8th, 2026

WHEREAS, March 12th is celebrated as National Hitchcock Day each year; and

WHEREAS, the Scotts Valley Community Theater Guild, supported by the Exchange Club of Scotts Valley and Scotts Valley Historical Society, is producing a Hitchcock Festival March 6th through March 8th at the Scotts Valley Cultural & Performing Arts Center; and

WHEREAS, The Scotts Valley Alfred Hitchcock Festival celebrates "100 Years of Hitchcock" on Friday, March 6, opening night of the three-day event; and

WHEREAS, Alfred Hitchcock and his wife Alma Reville were a force of nature in the Motion Picture industry in England. And it wasn't long before Hollywood beckoned them to come Stateside; and

WHEREAS, in 1940 Alfred and Alma purchased the 200-acre estate in Scotts Valley known as "Heart o' the Mountain", their home away from the bustle of Hollywood for 30 years; and

WHEREAS, Alfred and Alma invited many celebrities to come stay at their retreat. Stars of stage and screen like Ingrid Bergman, Cary Grant, James Stewart, Kim Novak and Grace Kelly visited them. Robert Cummings loved to fly into Skypark Airport for a weekend getaway. Princess Grace and the Prince of Monaco visited many times and were their life-long friends; and

WHEREAS, Local restaurant owners welcomed the Hitchcocks in their restaurants. The Old Danish Inn in Scotts Valley was visited many times by Alfred and Alma. Gilda's on the wharf, the Palomar Inn Downtown, and Adolph's were Alfred's favorites. He also loved to visit United Cigar in Santa Cruz, where he would get Hollywood newspapers and his favorite cigars; and

WHEREAS, Alfred made many movies from his Northern California compound. He left a legacy of wonderful movies and TV shows for us to still enjoy today.

NOW, THEREFORE, I, Donna Lind, as Mayor of the City of Scotts Valley, on behalf of the entire City Council, do hereby recognize Alfred Hitchcock, well-known citizen of the world and Scotts Valley resident, for his great contributions to the film world and love of Scotts Valley; and hereby declare the week of March 2nd through March 8th, 2026 as "Alfred Hitchcock Week."

CITY OF SCOTTS VALLEY CALIFORNIA 1966

Donna Lind, Mayor

Signed and sealed this 4th day of February 2026

MINUTES

Special Meeting of the
Scotts Valley City Council
Date: January 16, 2026
Time: 9:00 AM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	The agenda was posted on 1-15-2026 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at www.scottsvalley.gov.

CALL TO ORDER 9:00 AM

The City Council meeting was called to order at 9:00 AM.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:	CITY STAFF MEMBERS PRESENT:
Donna Lind, Mayor Steve Clark, Vice Mayor Krista Jett, Council Member Greg Wimp, Council Member **ELECTED OFFICIALS ABSENT:** Derek Timm, Council Member	Mali LaGoe, City Manager Kirsten Powell, City Attorney Rodolfo Onchi, Public Works Director Cathie Simonovich, City Clerk

ALTERATIONS TO REGULAR AGENDA

City Manager LaGoe requested that the Closed Session item be moved prior to the Regular Agenda.

M/S: Clark/Wimp
To approve the Regular Agenda with the requested alteration of moving the Closed Session item prior to the Regular Agenda.
Carried 4/0/1/0 (AYES: Lind, Clark, Jett, Wimp: NOES: None; ABSENT: Timm;

ABSTAIN: None)

REGULAR AGENDA

1. Resolution declaring an emergency for the Scotts Valley Drive Sinkhole pursuant to Public Contract Code §1102 and authorizing the City Manager to cause the repair of the Sinkhole and impacted infrastructure pursuant to Public Contract Code §§22035 and 22050.

This item was heard after the Closed Session (see Alterations to Regular Agenda).

Public Works Director Onchi presented this item and responded to questions from the Council.

Director Onchi explained that on January 5, 2026, a 30' by 30' sinkhole formed at the intersection of Scotts Valley Drive and Granite Creek Road which damaged the roadway, sidewalk, City culvert and Caltrans electrical service cabinet. Because the sinkhole developed suddenly, it also caused an unexpected failure of the roadway embankment. The damage to the electrical service cabinet interrupted electrical service to the traffic signals at both Scotts Valley Drive and Granite Creek Road intersections, which also serve as the City's northern interchange for traffic entering and exiting Highway 17. These two heavily used intersections are currently functioning on temporary generator power. The sinkhole undermined a section of sidewalk, bike lane and the northbound right-turn lane on Scotts Valley Drive, creating an imminent threat to drivers and pedestrians in that intersection and surrounding improvements which could be exasperated if not immediately repaired. In order to repair the sinkhole, sidewalk, roadway and Caltrans electrical service cabinet, the City culvert must also be repaired immediately. These conditions pose an immediate threat to public health, safety and property, necessitating rapid emergency action to repair the sinkhole, replace the City culvert and rebuild the road, sidewalk and embankment. Declaring this emergency will allow for the solicitation of a bid without the typical delay experienced from the competitive bid process, and this action is necessary for a timely response to the emergency.

Prior to giving the motion, VM Clark clarified that by adopting this resolution, the City is not accepting any level of responsibility for what happened; rather, this action is necessary to proceed with the repairs for the greater good of the community.

M/S: Clark/Jett
To adopt Resolution No. 2082, declaring an emergency pursuant to Public Contract Code Section §1102 resulting from the sinkhole on Scotts Valley Drive and authorizing the City Manager to take all actions necessary to secure contracts and mobilize resources to complete emergency repairs without formal competitive bidding pursuant to Public Contract Code §§22035 and 22050.

Carried 4/0/1/0 (AYES: Lind, Clark, Jett, Wimp: NOES: None; ABSENT: Timm; ABSTAIN: None)

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 9:03 PM to discuss the following item:

CLOSED SESSION SUBJECT(S)

1. Conference with legal counsel regarding anticipated litigation
   Legal Authority: Government Code Section 54956.9(d)(2)(3)(4)
   Number of Cases: 2
   Staff Present: City Manager, City Attorney, Public Works Director

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 9:50 AM.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Lind announced that there was nothing to report from the Closed Session meeting.

ADJOURNMENT

The meeting adjourned at 9:58 AM.

Approved: ___________________________
Donna Lind, Mayor

Attest: ______________________________
Cathie Simonovich, City Clerk

MINUTES

Meeting of the
Scotts Valley City Council
Date: January 21, 2026
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	The agenda was posted on 01-16-2026 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at www.scottsvalley.gov.

CALL TO ORDER 6:00 PM

The City Council meeting was called to order at 6:00 PM.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

Mayor Lind remembered the City of Scotts Valley's first female Mayor who passed away recently.

ROLL CALL

ELECTED OFFICIALS PRESENT:	CITY STAFF MEMBERS PRESENT:
Donna Lind, Mayor Steve Clark, Vice Mayor Krista Jett, Council Member Derek Timm, Council Member Greg Wimp, Council Member	Mali LaGoe, City Manager Kirsten Powell, City Attorney Stephanie Hill, Administrative Services Director Jayson Rutherford, Interim Police Chief Rodolfo Onchi, Public Works Director Taylor Bateman, Community Development Director Cathie Simonovich, City Clerk

SPECIAL SET MATTER

1. Mayor's Proclamation recognizing January 2026 as Human Trafficking Prevention Month

Mayor Lind presented the proclamation that recognized January 2026 as Human Trafficking Prevention Month.

Loreal Weitzel, Executive Director and Founder of the Arukah Project, accepted the proclamation, and Natasha Herzig, Deputy Director of the Arukah Project, also spoke. Public comment was received from Becky Steinbruner. Ms. Steinbruner also submitted the Santa Cruz County's Civil Grand Jury Report on Human Trafficking dated June 30, 2025.

2. "Holiday Shop Local Win Local" drawing

The winners of the 2026 Holiday Shop Local Win Local drawing were selected.
1st place - Shannon Youmans
2nd place - Suzy Hunt
3rd place - Erica Thomas

COMMITTEE REPORTS

CM Jett attended the ribbon cutting ceremony for Santa Cruz Eyebrows.

CM Wimp attended a Successor Agency Oversight Board meeting.

CM Wimp has met with the Police Department, Community Development Department, Public Works/Recreation Department, and Administrative Services Department, as part of his orientation as a new Councilmember.

CM Wimp attended the swearing-in ceremony for Lieutenant Meredith Roberts and Sergeant Forest Brown.

VM Clark attended a Senior Council Advisory Committee meeting where they focused on the Master Plan for Aging work groups. He will be requesting a future Council agenda item for the Senior Council to present at the May 6 Council meeting and will request a proclamation recognizing Older Americans Month. They also reviewed how Senate Bill 1249 will affect our County.

VM Clark, as a representative of the City's Economic Development Subcommittee, attended meetings with the County Chamber of Commerce regarding coordination of efforts for the Superbowl and for the FIFA World Cup. For more information, visit the Visit Santa Cruz County "Kick off Santa Cruz" webpage at https://www.santacruz.org/kick-off-santa-cruz/.

VM Clark attended the Scotts Valley Chamber of Commerce Economic Development meeting where they discussed local business engagement in the Superbowl and FIFA activities. He reminded the community to submit nominations for the community awards by completing the form on their website at https://scottsvalleychamber.com/.

VM Clark attended a Regional Transportation Commission (RTC) meeting where they voted to terminate the agreement with Progressive Rail, the carrier for the Santa Cruz branch rail line. He also served on a committee to evaluate the law firm proposals to provide legal services for the RTC.

Mayor Lind attended a Santa Cruz Metropolitan Transit District (METRO) board meeting where they reviewed the noise complaints regarding the hydrogen fueling station and discussed ways to mitigate the noise. They also discussed the budget, funding, and financial planning for the future.

Mayor Lind and City Manager LaGoe met with Supervisor Monica Martinez to collaborate on mutual issues.

Mayor Lind, as a Chamber Ambassador, is on the planning committee for the Scotts Valley Chamber of Commerce's annual awards gala which will be held on May 8.

CITY MANAGER REPORT

City Manager LaGoe thanked the Council and staff for attending the Swearing-in Ceremony for Lieutenant Roberts and Sergeant Brown.

The Skypark Playground is complete and will be open for use next week. The ribbon-cutting ceremony will be held on January 31 from 11:00 AM to 1:00 PM. Former Congressional representative Anna Eshoo has been invited to attend the event as she is responsible for securing the $750K funding for the new playground.

The Winter/Spring Recreation Guide is live on the City’s website and hard copies are available at City offices.

Maintenance staff have been putting extra work into our parks in preparation for the 2026 youth sports season which starts next month. We’re looking forward to another great year of youth sports.

Staff Recognition:

- Officer Graff and Dispatcher Jacobsen received Chief Commendations for an Exemplary Life Saving event. Due to their quick, coordinated response, Officer Graff arrived at a call in less than 45 seconds from when the 911 call came in. He used an AED and provided emergency medical care until SV Fire arrived to take over medical care. The individual survived and the medical staff who treated him credited officer Graff’s action as the reason he lived.
- Our Recreation staff responded to a medical incident at the Senior Center last week when a senior lost consciousness at the Senior Center. Our newest employee, Claire McKinney, called 911 and helped manage the situation until first responders arrived. That individual has also recovered from her illness.

Glenwood Drive Slide roadway repairs should be completed in 2-3 weeks. There will also be a meeting with CalOES tomorrow regarding our request for financial assistance related to these emergency repairs.

For the Scotts Valley Drive Sinkhole, Public Works is preparing a contract with Anderson Pacific to begin the work to repair the sinkhole and related damage. They are also preparing an encroachment permit to Caltrans for the work. We appreciate everyone’s patience driving through the area – we realize having the right turn lane closed is backing up traffic, and it will be some time before that lane can be safely reopened.

The contractor working at the SV Water District’s Grace Way well site struck a sewer main that requires immediate repair. To facilitate an expedited repair, Public Works approved extended lane closure hours. Please use caution in the area, as there will be personnel and equipment close to the travel lanes.

We’ve begun work on a new Wastewater Rate Study and Wastewater Plant Master Plan. These projects will work in tandem to prepare the plant for the future in both capital projects and operational needs.

School Resource Officer (SRO) King kicked off the DARE (Drug Abuse Resistance Education) program in all the 5th grade classes at Baymonte, Brook Knoll, and Vine Hill this week.

City Manager LaGoe attended the Central Coast Community Energy (3CE) Operations board meeting last week where they approved a contract with the landfill in Monterey to buy power generated by the off-gassing of the landfill – it’s a cool renewable energy project and the first government-to-government partnership 3CE has. It’s small and will hopefully grow over time as both entities learn more about the potential of this power source.

The Citizens Academy application is live and due back by Feb 20. We already have a handful of applications, so please apply soon! The program will run from the end of March through mid-May on Monday evenings. Please see the website for more information.

Finally, please subscribe to the City's Newsletter and follow the City of Scotts Valley on social media.

PUBLIC COMMENT TIME

Becky Steinbruner spoke about the County's RING program, and also battery storage awareness.

Don Dietrich, a resident of Scotts Valley, expressed his concern about having the Interim Chief of Police serve long-term in that capacity. He feels that we should make a permanent hiring decision soon.

Victor Alejandro inquired if links could be added to the Zoom chat, specifically links to the Hope House fundraiser, the Kick-off Santa Cruz webpage, and the Chamber nominations.

Mayor Lind announced that ticket sales will be open for one more week for the 20th annual Fallen Officers Ball on February 7 at The Grove in Santa Cruz. More information is on the website: https://www.scfof.org/annual-ball.

ALTERATIONS TO CONSENT AGENDA

M/S: Timm/Jett
To approve the Consent Agenda with no alterations.
Carried 5/0 (AYES: Lind, Clark, Jett, Timm, Wimp)

CONSENT AGENDA

1. Approve City Council minutes of 12-17-2025

2. Adopt Resolution No. 2079.1 continuing the proclamation of a local emergency for the Glenwood Drive slide

3. Approve the 2026 Scotts Valley Interjurisdictional Committee, Commission, Board and Council appointments, Standing Committee and Liaison appointments and adopt resolutions establishing project specific subcommittees

4. Adopt Resolution No. 2083 giving authority to add one Police Officer overfill position

ALTERATIONS TO REGULAR AGENDA

M/S: Timm/Clark
To approve the Regular Agenda with no alterations.
Carried 5/0 (AYES: Lind, Clark, Jett, Timm, Wimp)

REGULAR AGENDA

1. FY 2025-26 Budget Review and Proposed Budget Amendment

Administrative Services Director Hill presented this item and responded to questions from the Council.

M/S: Timm/Jett
To accept FY 2025-26 Mid-Year Financial Report through December 31, 2025 and direct staff to proceed with the FY 2025/26 Community Grant program including allocating up to $5,000 for Autism Certification.
Carried 5/0 (AYES: Lind, Clark, Jett, Timm, Wimp)

M/S: Timm/Clark
To adopt Resolution No. 630.46 Amending the FY 2025-26 Annual Budget.
Carried 5/0 (AYES: Lind, Clark, Jett, Timm, Wimp)

2. Future Council Agenda Items

VM Clark requested a presentation from the Senior Council at the May 6 City Council meeting to review the Master Plan for Aging, and he requested that a Mayor's Proclamation be prepared to recognize May 2026 as Older Americans Month. A majority of the Council Members supported this request.

3. Resolution declaring certain parcels as Exempt Surplus Land in the Town Center Core

City Attorney Powell announced that CM Wimp is recusing himself due to the proximity of his business to the Town Center project property.

City Attorney Powell presented this item and responded to questions from the Council and the public.

Sue Draper, a resident of Scotts Valley, asked how much the City paid for the land and where the money came from.

Becky Steinbrunner requested clarification that the low-income housing minimum is 25%, not 25 units (of the 300 units).

M/S: Jett/Timm
To Adopt Resolution No. 2084, declaring certain parcels, as listed in the resolution and collectively known as the Town Center Core, as Exempt Surplus Land pursuant to Government Code Section 54221(f)(1)(H) and authorize the City Manager to issue an RFQ for developers of the Town Center Core in accordance with the terms of the Town Center Specific Plan and the Surplus Lands Act.
Carried 4/0/0/0/1 (AYES: Lind, Clark, Jett, Timm, NOES: None; ABSENT: None; ABSTAIN: None; RECUSE: Wimp)

ADJOURNMENT

The meeting adjourned at 7:29 PM.

Approved: ___________________________
Derek Timm, Mayor

Attest: ______________________________
Cathie Simonovich, City Clerk

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: 2/4/2026

TO: Honorable Mayor and City Council

FROM: Mali LaGoe, City Manager

APPROVED: Mali LaGoe, City Manager

SUBJECT: **Approve Fifth Amendment to the Joint Powers Agreement between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley, relating to library services, to extend the term effective January 1, 2026 through June 30, 2032 and Authorize the City Manager to Execute the Fifth Amendment**

SUMMARY OF ISSUE

The Fifth Amendment to the Joint Powers Agreement between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley, relating to Library Services extends the term from January 1, 2026 through June 30, 2032 to align with the Santa Cruz County Library Financing Authority. The Library Joint Powers Authority Board of Directors accepted and filed the Fifth Amendment at its December 12, 2025 meeting and forwarded it to member agencies for approval.

Attached for reference are the Fifth Amendment, and the Fourth Amendment from December 2016.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Approve Fifth Amendment to the Joint Powers Agreement between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley, relating to Library Services, to extend the term effective January 1, 2026 through June 30, 2032, and authorize the City Manager to execute the Fifth Amendment.

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FIFTH AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF SANTA CRUZ AND THE COUNTY OF SANTA CRUZ AND THE CITIES OF CAPITOLA AND SCOTTS VALLEY, RELATING TO LIBRARY SERVICES

This Fifth Amendment to the Joint Powers Agreement is effective as of January 1, 2026 once it has been duly approved and executed by all parties hereto by and among the County of Santa Cruz ("County"), the City of Santa Cruz ("Santa Cruz"), the City of Capitola ("Capitola"), and the City of Scotts Valley ("Scotts Valley"), each duly organized and existing under the laws of the State of California.

Recitals

1. Whereas, the above-referenced parties (collectively, “Parties”) executed a Joint Powers Agreement relating to the provision of library services within the cities of Santa Cruz, Capitola and Scotts Valley and the unincorporated area of Santa Cruz County through the establishment of a Library Services Joint Powers Authority (“LJPA” or “Services Authority”) with an effective date of June 24, 1996 ("the 1996 Agreement"); and

2. Whereas, the Parties entered into amendments to the 1996 Agreement: First Amendment in or about June 1998, a Second Amendment in or about November 1999, Third Amendment in or about June 2007; and

3. Whereas, the Parties entered into a Fourth Amendment to the 1996 Agreement on or about December 16, 2015 (“Fourth Amendment” or “2015 LJPA Agreement”), which replaced and superseded the terms of the original 1996 Agreement and the prior three amendments thereto. The term of the 2015 LJPA Agreement expires on December 31, 2025; and

4. Whereas, the Parties agree to enter into this Fifth Amendment to the 1996 Agreement to extend the term of the 2015 LJPA Agreement, as specified herein.

AGREEMENT

NOW, THEREFORE, it is agreed between the Parties to incorporate the above Recitals hereto, and that the Parties agree to the following:

1. Section “4.Term” of the 2015 LJPA Agreement is hereby amended to extend the term from January 1, 2026 through June 30, 2032.

2. Except as amended by this Fifth Amendment, all other applicable terms and conditions of the 2015 LJPA Agreement shall remain in full force and effect. The terms of this Fifth Amendment shall control if any conflict exists.

3. Each party acknowledges that it has reviewed this Fifth Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall <u>not</u> be employed in the interpretation of this Fifth Amendment.

4. The unenforceability, invalidity or illegality of any provision(s) of this Fifth Amendment shall not render the other provisions unenforceable, invalid or illegal.

5. The Parties may execute this Fifth Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

6. The signatories to this Fifth Amendment warrant and represent that each is authorized to execute this Fifth Amendment and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Fifth Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

COUNTY OF SANTA CRUZ

Dated: _______________

By:_________________________________
Nicole D. Coburn
County Executive Officer, Santa Cruz County

ATTESTED:

By: _____________________
Clerk of the Board

Approved as to form:

Signed by:
Jason M. Heath
2336E053FF38435...
1/22/2026
____
Office of the Santa Cruz County Counsel

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

CITY OF SANTA CRUZ

Dated: ________________

By:________________________________
Matt Huffaker, City Manager

ATTESTED:

By: ____________________
City Clerk

Approved as to form:

____
Office of the Santa Cruz City Attorney

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

CITY OF CAPITOLA

Dated: __________________

By:________________________________
Jamie Goldstein, City Manager

ATTESTED:

By: _____________________
City Clerk

Approved as to form:

____
Capitola City Attorney

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

CITY OF SCOTTS VALLEY

Dated: ____________________

By:________________________________
Mali LaGoe, City Manager

ATTESTED:

By: ____________________
City Clerk

Approved as to form:

____
Scotts Valley City Attorney

FOURTH AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF SANTA CRUZ AND THE COUNTY OF SANTA CRUZ AND THE CITIES OF CAPITOLA AND SCOTTS VALLEY, RELATING TO LIBRARY SERVICES

This Fourth Amendment to the Joint Powers Agreement is entered into on the date by which it has been duly approved and executed by all parties hereto by and among the County of Santa Cruz ("County"), the City of Santa Cruz ("Santa Cruz"), the City of Capitola ("Capitola"), and the City of Scotts Valley ("Scotts Valley"), each duly organized and existing under the laws of the State of California.

Recitals

Whereas, the Parties executed a Joint Powers Agreement relating to library services with an effective date of June 24, 1996 ("the 1996 Agreement"); and

Whereas, the 1996 Agreement was amended for the first time in or about June 1998, amended for the second time in or about November 1999, and amended for the last time in or about June 2007; and

Whereas, the Parties have determined that it would be to their mutual advantage, and in the best interest of their respective citizens, to continue to join together to provide library services under a single comprehensive Santa Cruz City/County Library System ("Library System"); and

Whereas, the Parties desire to modify the terms and conditions under which the Library System is operated and it is intended that this Agreement shall supersede and replace the 1996 Agreement, including all amendments thereto; and

Whereas, in 2008 the County Board of Supervisors and more than two-thirds of voters approved a permanent extension of the ¼ cent sales tax for public library funding purposes; and

Whereas, the County Library Fund is under the jurisdiction of the County and collects property tax funds from the unincorporated areas of the County as well as the cities of Capitola and Scotts Valley, for the provision of library services to the residents in those areas; and

Whereas, the County and the cities of Capitola and Scotts Valley have authority to provide library services within their jurisdictions; and

Whereas, all Parties agree it would be desirable to include all the cities within the County Library Fund in the governance of the Library System; and

Whereas, pursuant to the Joint Exercise of Powers Act (the "Act") set forth in Chapter 5, Division 7 of Title 1 of the Government Code of the State of California (Sections 6500 et seq.), the Parties may contract for the exercise jointly of any power common to all;

12/15/15
20

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties to this Agreement agree as follows:

1. Definitions

Unless the context otherwise requires, the terms defined in this section have the meanings herein specified.

"1996 Agreement" means the original Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the cities of Capitola and Scotts Valley, Relating to Library Services, with an effective date of June 24, 1996.

"Act" means the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 of said Code.

"Agreement" means this Fourth Amendment to the 1996 Agreement, as it may be amended from time to time.

"Branch" or "Branches" means a facility where library services are delivered.

"Cities" means, collectively, the Cities of Santa Cruz, Capitola and Scotts Valley.

"Commission" means the Library Advisory Commission established in Section 5 (B).

"Commissioner" means an individual member of the Library Advisory Commission, as set forth in Section 5 (B).

"Commissioners" means, collectively, all the members of the Library Advisory Commission, as set forth in Section 5 (B).

"County" means the County of Santa Cruz.

"Director" means an individual member of the Governing Board, as set forth in Section 5 (A).

"Directors" means, collectively, all the members of the Governing Board, as set forth in Section 5 (A).

"Governing Board" means the Library Joint Powers Board established in Section 5 (A).

"Jurisdiction" or "Jurisdictions" means the County, Cities or any combination thereof.

"Library System" means the Santa Cruz City/County Library System.

"Party" means an individual party to the Agreement.

"Parties" means, collectively, all the parties to the Agreement, being the Cities and the County.

"Proposed Budget" means the proposed operating and capital budget for the Library System.

"Services Authority" means the Joint Powers Authority created by the 1996 Agreement, and continued by this Agreement, to provide library services.

2. Purpose of Agreement and Parties

The Parties to this Agreement, with the approval of their respective legislative bodies, hereby join together for the purpose of providing extended library services within their communities by the Services Authority to exercise the powers described herein.

3. Powers and Duties

A. Powers of Services Authority.

The Services Authority shall have all powers which a joint powers authority may exercise under the Joint Powers Act (including powers which are common to the Parties in accordance with Section 6502 of the Joint Powers Act), and all powers granted to it as a public agency under the laws of the State of California (including but not limited to the powers set forth in Chapter 12, Division 6, Title 1 of the California Government Code, commencing with Section 5920 of said Code), solely for the purpose of carrying out the purposes for which the Services Authority has been established. The Services Authority is hereby authorized, in its own name, to do all acts necessary to accomplish the following purposes:

(1) To exercise jointly the common powers of its Parties to provide public library services.
(2) With the approval of each Party, to participate in financing or refinancing library facilities or services in accordance with State law.
(3) To make and enter into contracts necessary to the full exercise of its powers.
(4) To employ agents and employees including attorneys and other professionals.
(5) To contract for the services of attorneys, administrative support, planners, financial consultants, and other persons as it deems necessary.
(6) To manage, maintain, operate, lease and use any library facilities.
(7) To acquire, hold, lease, receive by grant, gift, devise or bequest and dispose of property, equipment and supplies.
(8) To incur debts, liabilities or obligations subject to limitations herein set forth.
(9) With the approval of each Party, to levy and collect taxes or assessments and issue debt as may be statutorily authorized.
(10) With the approval of each Party, to levy and collect special capital assessments as may be statutorily authorized.
(11) To sue and be sued in its own name.
(12) To adopt, modify and collect fees and fines.

(13) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid necessary for the Services Authority's full exercise of its powers from any agency of the United States of America, the State of California, or any other public or private entity.

(14) To accept and receive gifts, contributions, donations and bequests of property, funds, services and other forms of assistance as necessary for the Services Authority's full exercise of its powers.

(15) To administer, to the fullest extent not prohibited by law, any trust declared or created for the Services Authority.

(16) To receive by grant, gift, devise or bequest and hold in trust or otherwise, property situated in this State or elsewhere and, where not otherwise provided, dispose of the property for the benefit of the Services Authority.

(17) To perform all acts necessary and properly to carry out fully the purpose of this Agreement and not inconsistent with any other provision of law.

(18) To join a Joint Powers Authority to pool library services, financing, risk and/or liabilities with other public entities.

B. Limitation on Imposition of Taxes or Assessments.

The provisions of Section 3.A notwithstanding, the Services Authority shall have no power to impose taxes or assessments within any Party's jurisdiction unless the Party's legislative body first passes a resolution consenting to the tax or assessment.

C. Limitation on Issuance of Debt.

The provisions of Section 3.A notwithstanding, the Services Authority shall have no power to issue debt unless the legislative body of each Party first passes a resolution consenting to the issuance of the debt.

D. Additional Powers to be Exercised.

In addition to those powers common to each of the Parties, the Services Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

E. Restrictions on Exercise of Powers.

The powers of the Services Authority shall be exercised in the manner provided in the Act and as needed to implement the purposes of this Agreement. Only those powers explicitly authorized pursuant to this Agreement may be exercised under this Agreement.

F. Obligations of Services Authority.

Any obligations of the Services Authority shall not be obligations of the Parties.

4. Term

A. Effective Date.

This Agreement shall commence upon the execution of this Agreement by the parties hereto, and shall be operative upon receipt by the Services Authority of funds from the Santa Cruz County Library Financing Authority. The Agreement shall continue and remain in effect through December 31, 2025.

B. Termination/Withdrawal.

An individual Party may withdraw from this Agreement by the giving of one year written notice no later than July 1 of any given year of its intent to withdraw from the Services Authority effective on July 1 of the next year. Upon withdrawal, such Party shall take on the obligation to provide all library services within its jurisdiction. Withdrawal by the County or the City of Santa Cruz shall terminate the Agreement.

C. Effect of Termination/Withdrawal.

Each Party shall, upon termination or withdrawal, remain liable for the branches within its jurisdiction and its share of any outstanding debt service based on the percentage of the proceeds from the debt which was allocated to each jurisdiction. Taxes or assessments that have been imposed within any Party's jurisdiction will continue and be paid to that Party. In addition, each Party shall remain liable for its proportionate share of legal fees and costs, including payment of open claims made after the termination of the Agreement based upon incidents which occurred when the Agreement was in effect. Each Party's proportionate share of legal fees and costs will be based on the then current population ratios of the Parties.

5. Board and Commission

A. Governing Board.

There is hereby created the Library Joint Powers Board, which shall be responsible for administering this Agreement and overseeing the day-to-day operations of the Library System. The Governing Board shall consist of the following Directors:

(1) The County Administrative Officer, or his/her designee, from the County of Santa Cruz.
(2) The City Manager, or his/her designee, from the City of Santa Cruz.
(3) The City Manager, or his/her designee, from the City of Capitola.
(4) The City Manager, or his/her designee, from the City of Scotts Valley.

Actions of the Governing Board shall be effective upon approval of three Directors with the exception of the following actions which require the unanimous approval of all four Directors:

(1) Financial transactions as set forth in Section 3 (A) (8), Section 3 (A) (9) and Section 3 (A) (10).
(2) Appointment of the Director of Libraries as set forth in Section 6 (A).

(3) Contracts with Parties for library personnel as set forth in Section 6 (B).
(4) Contracts for support and financial services as set forth in Section 7 and Section 10 (C).
(5) Approval of the Final Budget as set forth in Section 8.
(6) Changes in Board adopted service levels as set forth in Section 9.

The Governing Board shall select a chairperson and a vice-chairperson in January of each year, and shall meet quarterly or more frequently as determined by the Governing Board.

A quorum of the Governing Board shall consist of three Directors, or their designee, and shall be necessary to conduct business, except that less than a quorum may adjourn from time to time. The Governing Board may adopt, from time to time, such bylaws, meeting schedules, rules and regulations for the conduct of its meetings as are necessary. The Governing Board shall be governed by the requirements of the Ralph M. Brown Act.

A Director shall cease to participate in the Governing Board if she/he ceases to be an employee in the designated capacity of the Party she/he represents, or if the entity ceases to be a Party to this Agreement.

B. Library Advisory Commission.

The Governing Board shall be advised by a Library Advisory Commission. The Commission shall consist of the following Commissioners who must be registered voters:

(1) Three residents of unincorporated Santa Cruz County appointed by and serving at the pleasure of the County Board of Supervisors, with one each from Supervisorial Districts 1, 2 and 5.
(2) Two Santa Cruz city residents appointed by and serving at the pleasure of the Santa Cruz City Council.
(3) One Capitola resident appointed by and serving at the pleasure of the Capitola City Council.
(4) One Scotts Valley resident appointed by and serving at the pleasure of the Scotts Valley City Council.

Commissioners should reflect the diverse interests of the Library System including a wide cross-section of ages, ethnicities and backgrounds as well as representation in the areas of technology, education and business, or other areas identified by the Governing Board. Elected members of each jurisdiction are not eligible for appointment to the Commission.

Each Commissioner shall serve a four-year term, except that the terms of the initial Commissioners shall be staggered to end at 36 months and 48 months, respectively, so as to ensure continuity among the Commissioners. The initial Commissioners shall draw lots to establish the lengths of their respective terms. Each Commissioner shall be limited to two terms. Commissioners replacing a Commissioner mid-term shall be limited to serving one additional term after completion of the remainder of the original term.

The Commission is advisory only and is intended to be a voice of the community to provide advice and feedback to the Governing Board and the Director of Libraries. The Commission will review programs and services and make necessary recommendations as they pertain to the provision of these programs and services. The Commission will prepare an annual report for consideration by the Governing Board.

The Commission shall select a chairperson and a vice-chairperson in January of each year, and shall meet at least quarterly to develop recommendations to the Governing Board on Library System hours, organization and services.

A quorum of the Commission shall consist of a majority of Commissioners and shall be necessary to conduct business, except that less than a quorum may adjourn from time to time. The Commission may adopt, from time to time, such bylaws, meeting schedules, rules and regulations for the conduct of its meetings as are necessary. The Commission shall be governed by the requirements of the Ralph M. Brown Act.

6. Employees

A. Director of Libraries.

The Director of Libraries shall be hired by the Services Authority and serve pursuant to the terms of an employment contract. The unanimous approval of the Directors of the Governing Board is required to hire the Director of Libraries. The contract between the Director of Libraries and the Services Authority shall outline details of compensation and benefits. The contract may be administered by a Party under contract with the Services Authority.

The Director of Libraries shall be responsible for the efficient administration and supervision of the Library System. The Director of Libraries shall serve as staff to the Governing Board and Commission, and shall cooperate to assist the Directors and Commissioners in performing their responsibilities. The Director of Libraries shall cause a notice of this Agreement to be filed with the Secretary of State pursuant to the Act.

The Governing Board shall be responsible for the day to day supervision of the Director of Libraries. The performance of the Director of Libraries shall be appraised annually by the Governing Board, which shall solicit written comments from each Director and Commissioner.

The Director of Libraries shall upon request make presentations to the Board of Supervisors and City Councils of each jurisdiction to present matters relative to the Library System. In addition, upon request of a Party, the Director of Libraries shall make written and oral reports to the elected body of each Party on the status of public library services.

In addition to the other powers and duties specified in this Agreement, the Director of Libraries shall have the power:

(1) Under the policy direction of the Governing Board, to plan, organize and direct all Services Authority activities.
(2) To develop a proposed operating and capital budget.

(3) To authorize expenditures within the amounts authorized by the Governing Board and subject to the appropriations and limitations of the approved budget.

(4) To make recommendations to and requests of the Governing Board concerning all matters that are to be performed, done or carried out by the Governing Board.

(5) To make recommendations to and requests of the Commission concerning all matters that are to be performed, done or carried out by the Commission.

(6) To have charge of, handle or have access to any property of the Services Authority.

(7) To apply and negotiate for and administer grants and subventions from the State or federal governments or other funding sources. All applications requiring matching or contributory funds must be approved by the Governing Board.

(8) To determine what books and other library materials and equipment shall be purchased, as provided by California Education Code Section 19146, subject to budgetary limitations.

(9) To serve as the purchasing agent for the Services Authority.

(10) To hire, supervise, discipline and dismiss as necessary any employees of the Services Authority.

(11) To work cooperatively with the applicable Parties to hire, supervise, discipline and dismiss as necessary any employees of the Parties contracted to provide staff to the Library System in accordance with the rules and regulations of the contracting Parties.

B. Other Library Staff

The Services Authority may directly employ library personnel or contract with one or more of the Parties to meet the staffing requirements of the Library System. Any contract with a Party or Parties for library staffing shall require the unanimous approval of the Directors of the Governing Board. In the event that the Services Authority begins employing library personnel upon termination of any contract with a Party or Parties previously providing library staffing, the Services Authority will be recognized as a Successor Employer to the Party or Parties in accordance with the National Labor Relations Board (NLRB) successor doctrine.

7. Support Services

The Services Authority may obtain support services including legal counsel, accounting, purchasing, treasury, human resources, payroll and other services from the Parties or private entities at cost by the most cost effective and service efficient method available, as determined by the Governing Board. Any such arrangement shall require a written agreement as to the terms and shall require review annually unless a longer term is agreed to by the unanimous approval of the Directors of the Governing Board.

8. Annual Budget Process

Each year, the Services Authority shall adopt an annual budget no later than June 30 for the upcoming July 1 to June 30 fiscal year that delineates the planned revenues and expenditures of the Library System.

A. Consideration of Library Service and Budget Priorities.

The annual budget process for the Library System shall commence no later than March 31 for each year with a Governing Board meeting for the purpose of considering the service and budget priorities for the upcoming fiscal year.

B. Development of Proposed Library Budget.

The Director of Libraries shall prepare the proposed operating and capital budget for the upcoming fiscal year.

C. Public Hearing on Proposed Budget.

The Services Authority shall hold a public hearing on the Proposed Budget which shall be held no later than May 31. Copies of the Proposed Budget shall be available for public inspection at least ten days prior to the public hearing.

At the conclusion of the public hearing, the Governing Board shall request such supplemental reports as it deems appropriate and schedule final action on the Proposed Budget for a public meeting to be held no later than June 30.

D. Approval of Final Budget.

Notwithstanding any other provision of this Agreement, the unanimous approval of the Directors of the Governing Board shall be required to approve and adopt the Final Library Budget for the upcoming fiscal year. If the Governing Board has not reached agreement by July 1 of the new fiscal year, the previous year's Final Budget will remain in effect until a new budget is approved. However, if the Governing Board has not reached agreement and revenues decline, then the previous year's Final Budget will be in effect with proportionate cuts based on Board adopted service levels.

9. Library Policies

All policies relating to the provision of library services, including hours, organization, staffing levels and type, and other services, shall be determined by the Governing Board with a goal of maintaining a ten (10) branch system, in addition to the bookmobile, virtual services or other service delivery methods as deemed appropriate, that strives to provide equitable service based upon agreed upon metrics. Current policies with respect to the library shall continue in full force and effect until changed by the Governing Board.

10. Finances

A. Revenues.

The library services provided through this Agreement shall be funded through funds made available to the Services Authority by the Santa Cruz County Library Financing Authority. The Parties agree that any resident of Santa Cruz County, regardless of residence location, shall have free access to the library facilities, materials and services of the Library System.

B. Supplemental Revenues.

Each participating City and the County may supplement revenues to provide for enhanced services at individual library facilities.

C. Treasurer-Controller.

Pursuant to Section 6505.5 and 6505.6 of the Joint Powers Act, the Governing Board will select and contract with an individual (hereinafter "the Treasurer-Controller") to perform the functions of the treasurer and the functions of the auditor of the Services Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Act, the Treasurer-Controller shall have custody of, handle and have access to all accounts, funds and money of the Services Authority from whatever source and all records of the Services Authority relating thereto.

The Treasurer-Controller of the Services Authority is hereby designated as the public officer or person who has charge of, handles, or has access to any property of the Services Authority. The Treasurer-Controller shall file an official bond in the amount of $25,000 as required by Section 6505.1 of the Joint Powers Act; provided, that such bond shall not be required if the Services Authority does not possess or own property or funds with an aggregate value of greater than $500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). So long as required by Section 6505 and Section 6505.5 of the Joint Powers Act, every year during the term of this Agreement the Treasurer-Controller of the Services Authority shall prepare or cause to be prepared an independent audit to be made by a certified public accountant, or a public accountant, as required under Sections 6505, 6505.5, and 6505.6 of the Joint Powers Act.

11. Mutual Indemnification and Insurance

A. Mutual Defense and Indemnification of Parties and Employees.

Except as otherwise specified in this Section, each Party and the Services Authority, respectively, shall defend, indemnify, and hold harmless one another against any and all claims, actions, losses, liability or expense (including attorney's fees) arising out of, or based upon, the acts or omissions of the Services Authority or any Party in executing the powers of the Services Authority. Notwithstanding the foregoing, to the full extent permitted by law, the Services Authority shall defend, indemnify and hold harmless any Party, including but not limited to a party whose employees serve as staff to the Library System, and any person who is or was a Director of the Governing Board, or an officer, employee or other agent of the Services Authority or a Party, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any legal proceeding related to the work of the Services Authority, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Services Authority may, but is not required to, provide for indemnification and defense of a Director of the Governing Board, or an officer, employee or other agent of the Services Authority to the extent permitted by law.

B. Liability Insurance.

The Services Authority shall purchase a General Liability Insurance policy with coverage in the minimum amount of $2,500,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability. The named insured shall be the Services Authority and, accordingly, the Services Authority shall have responsibility for exercising all rights conferred by the insurance policy upon the insured.

C. Casualty Insurance.

Each Party shall insure the Library System buildings situated within their respective jurisdictions against casualty losses. The cost for insuring such buildings shall be considered direct costs, and shall be borne by the Party within whose jurisdiction the building is located, provided, however, that the cost of insurance coverage on the Downtown Branch building shall be shared as a system-wide cost.

D. Uninsured Claims

Any uninsured costs of providing liability defense, including payments for legal fees and costs and including payment of adjusted and settled claims and judgments must be approved by the Parties. Where it is necessary to employ special legal counsel given the nature of the claim, the Services Authority shall select said special legal counsel. Legal counsel shall report to the Services Authority with respect to said claims in recognition of the Services Authority's status as defendant and client. Legal counsel shall therefore enjoy an attorney-client privilege with the Services Authority and the Services Authority shall have the authority to make all decisions for which a client is customarily responsible in an attorney-client relationship, including final decisions with respect to the adjustment and settlement of uninsured claims and the rejection of settlement offers.

E. Closed Sessions

All information received by the Governing Board in a closed session related to the information presented to the Governing Board shall remain confidential. In accordance with California Government Code Section 54956.96, however, a Director may disclose information obtained in a closed session that has direct financial or liability implications for a Party to the following individuals:

(1) Legal counsel to that Party for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party; and
(2) Other members of the legislative body of that Party present in a closed session of that Party.

12. Distribution of Assets upon Termination/Withdrawal

A. Services Authority Assets.

The Services Authority's assets shall be distributed to the Parties upon the termination of this Agreement or withdrawal by a Party as herein provided. Within one hundred and twenty days (120) after notice of termination of this Agreement, or withdrawal from this Agreement, the Parties shall agree on a method of inventory and valuation of all assets of the Library System to be apportioned to the Parties, and shall cause the completion of such inventory and valuation within six (6) months after notice of termination or withdrawal. The costs of such inventory and valuation shall be a Library System cost under this Agreement. In determining specific assets to be distributed to the Parties, the Parties agree that every effort shall be made to first distribute to each Party those assets then located within that Party's jurisdiction, and ensure the assets are evenly divided based on the then current population ratios of the Parties. The remaining assets shall then be apportioned and distributed as deemed most convenient to the Parties. The Services Authority shall freely share its catalogue and other information regarding library materials with all Parties.

B. Special Collections.

It is understood and agreed that the apportionment and allocation of assets pursuant to this paragraph shall not result in the separation or breaking up of the Downtown Branch reference collection, periodical backfiles, local history collection, or Californiana collection. All of these collections and materials shall remain the property of the City of Santa Cruz. Further, the Parties (or, if necessary, the arbitrator referenced in Section 14) shall honor all special conditions and agreements imposed by donors of special collections to the Library System.

13. Construction of Library Facilities

Whenever a Party remodels, renovates or constructs a facility to be operated by the Services Authority, the Director of Libraries shall advise the Party in all matters regarding the site, design and construction of the facility. The Party and the architects retained by the Party shall consult with the Director of Libraries or his/her designee as often as the latter deems necessary to the proper exercise of his/her responsibilities. The Party shall obtain advance written approval from the Director of Libraries of all plans and specifications, including furnishings, for the inside of the facility.

The Party which selects or approves the architect and oversees the construction of a branch library shall be financially responsible for any and all construction defects and shall have an obligation to correct the defects within a reasonable period following the discovery of the defect.

14. Arbitration

The Parties agree to submit to arbitration in accordance with this paragraph any impasse or other inability to agree upon any of the following matters:

(A) Division and distribution of assets pursuant to Section 12 of this Agreement;

(B) Any other matters which the Parties mutually agree to submit to arbitration.

Upon request in writing by any Party that any of the above-listed matters be submitted to arbitration, the Governing Board shall meet to attempt to resolve the dispute and to agree upon an arbitrator if the dispute is not otherwise resolved. In the event the dispute is not resolved and no agreement is reached on the selection of an arbitrator within thirty days of the request for arbitration, then the Parties shall request the Presiding Judge of the Superior Court of Santa Cruz County appoint an independent arbitrator. Each of the Parties shall pay an equal share of the fees and expenses of the arbitrator.

Except as provided in this Agreement, any arbitration arising hereunder shall be conducted in accordance with the California Arbitration Act (Section 1280, et seq., of the California Code of Civil Procedure.)

15. Amendments

This Agreement may only be amended with the unanimous consent of the Parties. Any Party proposing to amend this Agreement shall give notice of its intent to propose an amendment at any meeting of the Governing Board at least 60 days prior to the date upon which the proposed amendment, if adopted by the Governing Board, would take effect.

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

Susan Mauriello

County Administrative Officer

Dated: 12/15/15, 2015

ATTESTED

Susan Galloway

Clerk of the Board

Approved as to Form:

J M Heath 12/7/15

County Counsel

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.

CITY OF SANTA CRUZ

City Manager

Dated: Dec. 16, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

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.

CITY OF CAPITOLA

____
City Manager
Benjamin Goldstein

Dated: 12-16, 2015

ATTESTED

____
City Clerk
Susan Sneddon

Approved as to Form:

____
City Attorney

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.

CITY OF SCOTTS VALLEY

City Manager

Dated: December 16, **2015**

ATTESTED

City Clerk

Approved as to Form:

City Attorney

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: 2/4/2026

TO: Honorable Mayor and City Council

FROM: Rodolfo Onchi, Public Works Director

APPROVED: Mali LaGoe, City Manager

SUBJECT: **Update on emergency actions taken for the Scotts Valley Drive Sinkhole Repair Project**

SUMMARY OF ISSUE

On January 5, 2026 a 30' by 30' sinkhole formed at the intersection of Scotts Valley Drive and Granite Creek Road which damaged the roadway, sidewalk, City culvert and Caltrans electrical service cabinet. Because the sinkhole developed suddenly, it also caused an unexpected failure of the roadway embankment. The damage to the electrical service cabinet interrupted electrical service to the traffic signals at both Scotts Valley Drive and Granite Creek Road intersections, which also serve as the City's northern interchange for traffic entering and exiting Highway 17. These two heavily used intersections are currently functioning on temporary generator power. The sinkhole undermined a section of sidewalk, bike lane and the northbound right-turn lane on Scotts Valley Drive, creating an imminent threat to drivers and pedestrians in that intersection and surrounding improvements which could be exasperated if not immediately repaired. In order to repair the sinkhole, sidewalk, roadway and Caltrans electrical service cabinet, the City culvert must also be repaired immediately. These conditions pose an immediate threat to public health, safety and property, necessitating rapid emergency action to repair the sinkhole, replace the City culvert and rebuild the road, sidewalk and embankment.

On January 16, 2026, pursuant to California Public Contract Code §22050, the City Council approved Resolution No. 2082, which authorized the City Manager to enter into contracts to stabilize and repair the road as soon as possible to eliminate the potential for loss of property or public services without complying with the standard public bidding requirements. Since that time, the following actions have been taken to address the emergency created by the sinkhole:

1. Immediate Site Stabilization and Traffic Control
   Public Works staff implemented emergency traffic control measures, secured the affected area, and coordinated with Caltrans to maintain traffic signal operations using temporary generator power. The undermined sidewalk, bike lane, and northbound right-turn lane were closed to prevent injury and further damage.
2. Engineering Evaluation and Repair Planning
   City staff and consulting engineers evaluated the roadway embankment failure and confirmed that immediate reconstruction of the impacted roadway is necessary to

prevent further collapse and restore structural integrity.

3. Emergency Contract Execution
   On January 23, 2026, the City executed an emergency time-and-materials contract with Anderson Pacific Engineering Construction, Inc. to perform the sinkhole repair and culvert replacement work. The contractor was selected based on their immediate availability, experience with emergency infrastructure repairs, and capacity to mobilize quickly.
4. Scope of Work Authorized
   Under the emergency contract, the Contractor is providing all labor, materials, equipment, traffic control, and incidentals necessary to complete the emergency repair, including:
   - Replacement of approximately 75 linear feet of existing CMP with reinforced concrete pipe (RCP) from the box culvert to the next existing manhole;
   - Removal and replacement of compromised sidewalks, curb, and gutter;
   - Asphalt pavement restoration and thermal striping;
   - Repair of cracks in the box culvert headwall and wing walls; and
   - Performance of additional work as necessary to address unforeseen site conditions, including excavation, drainage modifications, utility protection, coordination with other agencies, and traffic control adjustments.
5. Mobilization and Ongoing Construction
   Anderson Pacific mobilized immediately upon issuance of the Notice to Proceed and is actively performing the authorized work. City staff are providing construction oversight, coordinating with Caltrans and utilities, and monitoring site conditions to ensure public safety, constructability, and compliance with emergency repair objectives.

Now that an emergency contract has been executed and the work is underway, the City no longer needs to operate under the public works procurement emergency process authorized by Public Contract Code §§ 22035 and 22050. This means the bypassing of normal bidding procedures is no longer needed or in effect and standard procurement requirements will apply to any future work not covered under the existing emergency contract.

FISCAL IMPACT

The emergency sinkhole repair project is being performed under a time-and-materials contract with Anderson Pacific Engineering Construction, Inc., executed on January 23, 2026. Final project costs will depend on actual labor, equipment, materials, traffic control, any additional work required due to unforeseen site conditions and CalTrans costs but it is estimated to be approximately $380,000.

STAFF RECOMMENDATION

Receive and file this report providing an update on actions taken under the emergency authority previously granted by the City Council.

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RESOLUTION NO. 2082

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY DECLARING AN EMERGENCY FOR THE SCOTTS VALLEY DRIVE SINKHOLE PURSUANT TO PUBLIC CONTRACT CODE §1102 AND AUTHORIZING THE CITY MANAGER TO CAUSE THE REPAIR OF THE SINKHOLE, IMPACTED INFRASTRUCTURE AND UTILITIES PURSUANT TO PUBLIC CONTRACT CODE §§22035 AND 22050

WHEREAS, on January 5, 2026, a 30' by 30' sinkhole formed at the intersection of Scotts Vally Drive and Granite Creek Road (the "Sinkhole"), which damaged the roadway, sidewalk, City culvert, and CalTrans electrical service cabinet; and

WHEREAS, the damage to the electrical service cabinet interrupted electrical service to the traffic signals at the Scotts Valley Drive and Granite Creek Road intersection; and

WHEREAS, the Sinkhole developed suddenly causing an unexpected failure of the roadway embankment; and

WHEREAS, the Sinkhole and associated damage creates an imminent threat to drivers and pedestrians in that intersection and surrounding improvements which could be exacerbated if not immediately repaired; and

WHEREAS, in order to repair the Sinkhole, the road and the sidewalk and eliminate the risk of future damage, the City culvert must also be repaired immediately; and

WHEREAS, these conditions pose an immediate threat to public health, safety, and property, necessitating rapid emergency action to repair the Sinkhole, replace the City culvert and rebuild the road, sidewalk and embankment; and

WHEREAS, the severity of the Sinkhole and resulting damage to the City culvert, roadway, sidewalk and embankment exceed the City's normal operational capabilities, requiring mobilization of additional resources and contracting authority; and

WHEREAS, Public Contract Code §22050 permits the City, by a four-fifths vote, to repair or replace a public facility in an emergency without formal bidding, and §1102 defines an "emergency" as a sudden occurrence requiring immediate action to prevent loss of life, property, or essential services; and

WHEREAS, the City Council finds that the emergency created by the Sinkhole will not permit delay for competitive bidding and that immediate action is necessary to protect public health, safety, and property.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby:

1. Declares an emergency pursuant to Public Contract Code §1102 and authorizes the immediate repair of the Sinkhole, City culvert, road, sidewalk and embankment.

2. Pursuant to Public Contract Code §§22035 and 22050, authorizes the City Manager to take all actions necessary to secure contracts and mobilize resources to complete emergency repairs without formal competitive bidding.

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a special meeting held on the 16th day of January 2026 by the following vote:

AYES:	LIND, CLARK, JETT, WIMP
NOES:	NONE
ABSENT:	TIMM
ABSTAIN:	NONE

DocuSigned by:
Approved: D90D370E47BF4E4...
Donna Lind, Mayor

DocuSigned by:
Cathie Simonovich
Attest: 00BDB2B26C07422...
Cathie Simonovich, City Clerk

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: 2/4/2026

TO: Honorable Mayor and City Council

FROM: Cathie Simonovich, City Clerk

APPROVED: Mali LaGoe, City Manager

SUBJECT: **Ratify appointment of Scotts Valley Senior Center Advisory Commission Member**

SUMMARY OF ISSUE

As vacancies occur, or due to the election or re-election of a Council Member, a member of the Council may nominate a new individual to serve on a City Commission, Committee, or Board. All appointments must be ratified by the City Council.

There is a vacancy on the Senior Center Advisory Commission due to the resignation of Nancy Diaz and an application has been submitted by Karin Meyer. Councilmember Greg Wimp has nominated Ms. Meyer to serve on the Senior Center Advisory Commission. Upon Council ratification, Ms. Meyer will fill the vacancy.

FISCAL IMPACT

None

STAFF RECOMMENDATION

It is recommended that the City Council ratify the appointment of Karin Meyer to serve on the Senior Center Advisory Commission effective February 4, 2026.

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City of Scotts Valley
Application for Appointment to Serve on a City Advisory Body

Advisory Body you are applying for:

- ☐ Planning Commission
- ☐ Parks & Recreation Commission
- ☐ ADA Accessibility Committee
- ☐ Arts Commission
- ☐ Board of Appeals
- ☐ Parks & Recreation Advocates
- ☒ Senior Center Board
- ☐ Code Enforcement Appeals Board
- ☐ Mobile Home Park Rent Review

Contact Information

Name	Karin Meyer
Street Address	[redacted]
City / ST/ ZIP Code	Scotts Valley, CA 95066
Phone – Primary	[redacted] ☒ Cell ☐ Work ☐ Home
Phone – Secondary	☐ Cell ☐ Work ☐ Home
E-Mail Address	[redacted]

Background Information*

Years residing in Scotts Valley	6 years
Employer	Retired
Occupation/Profession	Teacher / Communications Tech
Education	B.A. plus Certificates CSULB SJSU UCSC

If you are appointed to a city commission or board, you may be required to file a Statement of Economic Interests (FPPC Form 700). The Form 700 is a State-mandated public document disclosing certain business, property and investment holdings which might conflict with the member's decisions. The City Clerk's Office will supply the Form 700 upon appointment, if needed.

Summarize your interests, education, and/or experience as they relate to this position.

I have been a volunteer in various professional, civic, and church organizations since my teenage years. I believe that as a good citizen and part of society, it is important that we participate in solutions to help our community. I have volunteer at SVSC leading Armchair Topic, as a Receptionist. I have also been a member and participant in various opportunities offered at S.V.S.C. I am ready to be a part of the Board to help see it stay as

Explain how you believe you can contribute toward the effectiveness of this position.

My past experience in leadership in my Union, Church, HOA and Civic Engagement gives my the skill to work with other people to accomplish supervision, budget and project of an organization
Examples - AFT, and CTA local, officer? negotiator, steward, CA state Rep, PACT Community organizer in Evergreen.
Volunteer Religious Teacher, Minister scheduler, HOA Board,

Summarize your participation in civic or community activities.

See examples above, My belief is instead of complaining, I should be part of the solution I am able to look
to issues and problems.
at a situation and ... think of a way so
it can be a win-win. I was trained in the process outlined in <u>Getting To Yes</u> by Roger Fisher and William Ury and I am able to use it in various settings.

How did you hear about this vacancy?

☐ City Website ☐ Other Website ☒ Word of Mouth ☐ Other (Specify):

APPLICANT SIGNATURE	DATE
X [redacted]	7/19/25

Return application:	For more information, contact:	OFFICE USE ONLY – DATE RECEIVED
<u>By email to:</u> <u>cityhall@scottsvalley.gov</u> <u>In person or by mail to:</u> City Clerk's Office 1 Civic Center Drive Scotts Valley, CA 95066	**City Clerk's Office** **(831)440-5600** **<u>cityhall@scottsvalley.gov</u>** **<u>www.scottsvalley.gov</u>**	RECEIVED JUL 24 2025 By________

Note: ***1) Applications are retained for one year. You will be contacted if a vacancy occurs within that time.***
2) A separate application must be submitted for each advisory body to which you seek appointment.
3) You may attach additional pages or material (such as a resume) to the application if desired.