



AGENDA

Meeting of the Scotts Valley City Council

Remote Access Only

Date: October 5, 2022

Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Videoconference https://us02web.zoom.us/j/86860642590 <i>See information below for how to participate.</i>	The agenda was posted 9-30-22 at City Hall and on the Internet at www.scottsvally.org .

PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION

On September 16, 2021, Governor Newsom signed Assembly Bill 361 ("AB 361"), an urgency measure effective upon adoption, amending the Brown Act to allow legislative bodies to continue teleconferencing during a proclaimed State of Emergency, and either state or local officials have imposed or recommended measures to promote social distancing, or the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees. In accordance with AB 361, the Scotts Valley City Council adopted Resolution No. 2007.12 on September 21, 2022, authorizing the continued use of teleconferenced meetings pursuant to AB 361. Elected Officials and City Staff Members will be participating remotely via videoconference.

Public Participation:

The meeting will be available on Zoom and livestreamed to the City of Scotts Valley's YouTube channel: <https://www.youtube.com/channel/UCLNTBScelB4wTfidYHrocWA>

For those wishing to participate via Zoom you can join the following ways:

- Join from a PC, Mac, iPad, iPhone or Android device:
- Please click this URL to join. <https://us02web.zoom.us/j/86860642590>
- Or One tap mobile:
US: +16694449171,,86860642590# or +16699009128,,86860642590#
- Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 669 444 9171 or +1 669 900 9128 or +1 253 215 8782 or
+1 346 248 7799 or +1 719 359 4580 or +1 646 931 3860 or +1 301 715 8592 or
+1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053 or +1 564 217 2000
or +1 646 558 8656
- Webinar ID: 868 6064 2590

You will be given opportunities to provide public comment at the appropriate times throughout the meeting via Zoom. If you are participating via dial-up only, use *9 to raise your hand at the requested time.

How to comment via Zoom:

1. 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. Our usual time limits of 3 minutes per individual, or 5 minutes for an individual who is representing a group of three or more, will apply. Please note that per our standard practice, this is not a question and answer time, but simply a time for you to provide your comments to the Council.
2. There is an option on Zoom to raise your hand. Please click on this option when the Mayor announces that public comment will be taken. Zoom places people in line automatically. If you are participating via dial-up, you can raise your hand at the appropriate time by pressing *9. When it is your turn, the City Clerk will unmute you, and you will be able to make your comments based on the above time frames. Once your time is up, you will once again be muted and the next person in line will be given their opportunity to speak.

How to comment via email:

1. Members of the public may provide public comment by sending comments to the City Clerk via email at cityhall@scottsvally.org.
2. Additional materials and emails must be received by 5:30 PM the day of the meeting and will be distributed to agenda recipients prior to the meeting.
3. Emails received after 5:30 PM the day of the meeting will not be included in the record.

ELECTED OFFICIALS	CITY STAFF MEMBERS
Donna Lind, Mayor Jim Reed, Vice Mayor Jack Dilles, Council Member Randy Johnson, Council Member Derek Timm, Council Member	Mali LaGoe, City Manager Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Chris Lamm, Public Works Director 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.

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: <http://scottsvally.org/AgendaCenter>.

YouTube livestream:

This meeting will be livestreamed to the City of Scotts Valley's YouTube channel:

<https://www.youtube.com/channel/UCLNTBScelB4wTfidYHrocWA>

This YouTube channel will not accept comments – attendees may comment through the Zoom webinar using the instructions listed above.

Zoom Meetings/Webinars:

For those wishing to participate via Zoom you can join from a PC, Mac, iPad, iPhone or Android device by entering or clicking on the following URL:

<https://us02web.zoom.us/j/86860642590>

CALL TO ORDER 6:00 PM

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.

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 items may do so raising their hand to be recognized by the Mayor.

- A. Approve City Council minutes of 09-21-2022
- B. Approve check registers dated 09-22-2022 and 09-29-2022
- C. Approve agreement with Kimley-Horn and Associates, Inc. to prepare the 6th Cycle Housing Element Update
- D. Approve amendment to the agreement with Avenu Enterprise Solutions, LLC (New Vision) for application hosting and support services for the financial ERP system
- E. Appoint Wayne Thompson to serve on the Cultural Resource Preservation Commission

ALTERATIONS TO REGULAR AGENDA

Council can remove or add items to the Regular Agenda.
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REGULAR AGENDA

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

1. Authorization to execute multi-year agreement with Cyber Ascend Technologies for Information Technology managed services
2. 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.)

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 to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5600 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.
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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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MINUTES

Meeting of the
Scotts Valley City Council
Date: September 21, 2022
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Video Conference	The agenda was posted at City Hall and on the Internet at www.scottsvalley.org .

CALL TO ORDER 6:00 PM

The City Council meeting was called to order at 6:02 PM

MOMENT OF SILENCE

ROLL CALL	
ELECTED OFFICIALS PRESENT: Donna Lind, Mayor Jim Reed, Vice Mayor Jack Dilles, Council Member Randy Johnson, Council Member Derek Timm, Council Member	CITY STAFF MEMBERS PRESENT: Mali LaGoe, City Manager Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Casey Estorga, Administrative Services Director Chris Lamm, Public Works Director/City Engineer Cathie Simonovich, City Clerk

SPECIAL SET MATTER(S)

1. Presentation of Mayor's Proclamation honoring Jacob's Heart Children's Cancer Support Services, and designating September 2022 as Childhood Cancer Awareness Month

Maria Santillan accepted the proclamation on behalf of Jacob's Heart. Public comment was received from Scotts Valley resident Matthew Hakimi.
2. Presentation regarding Cabrillo College Local Government Fellows program

Arne Croce from the Cabrillo College Local Government Fellows program gave a brief presentation regarding this program which provides internships and mentoring support for students to pursue a career in local government.

COMMITTEE REPORTS

CM Dilles attended the Countywide Waste Taskforce meeting with Director Lamm. They discussed AB 1383 and a state composting grant.

CM Dilles, along with Mayor Lind, had a booth at the Scotts Valley Farmer's Market to discuss with community members the various water issues and also the long-term water sustainability plan.

CM Dilles attended a meeting of the Area Agency on Aging. He reported that Advocacy Inc., a local non-profit company that goes into skilled nursing facilities to evaluate for deficiencies, has lost funding and has moved out of Scotts Valley.

CM Dilles, along with City Manager LaGoe, attended a meeting with our new local government liaison from the Public Utilities Commission. They clarified the responsibilities of the Commission and discussed broadband access in Scotts Valley, along with other items.

CM Dilles, along with CM Timm and City Manager LaGoe, attended a pension subcommittee meeting which included the City's advisor, NHA. They discussed the different options for handling the City's pension liability.

CM Dilles attended a two-day *Think Bike* event put on by Ecology Action in Santa Cruz. Ecology Action brought in three experts from the Netherlands, and they discussed safety issues and transportation segments for bikes and automobiles.

CM Dilles attended the League of California Cities annual conference with Mayor Lind and City Manager LaGoe. He attended sessions on housing policies, sustainable pensions, organics recycling, deferred maintenance, and creative funding for infrastructure renewal (including public/private partnership).

CM Dilles attended the Western Groundwater Conference for the purpose of discussing the many water needs of Cities across California. They learned about aquifer storage and recovery, dry wells, how to finance groundwater administration and projects, and they learned more about the tools needed to map the groundwater.

CM Timm reiterated that they had a robust discussion during the pension subcommittee meeting regarding the best timing of the City's payments.

CM Timm attended the Town Center subcommittee meeting and was impressed by the full review of the City's specific plan performed by Good City.

CM Timm attended the Association of Monterey Bay Area Governments (AMBAG) meeting where they finalized two appeals, and they also heard about the Monterey Bay Transportation Improvement Program.

CM Timm attended the Economic Recovery meeting with the Chamber of Commerce. The businesses in Scotts Valley have given feedback that they are pleased with the Police Department's response time. Businesses are having a difficult time filing open positions so they discussed ideas on how the City and Chamber could assist with outreach. Greg Wimp, owner of Togos, is coordinating the Halloween event.

CM Johnson reported on the Town Center subcommittee meeting and noted that he is looking forward to bringing options to the community.

Mayor Lind attended the League of California Cities annual conference where she attended a session on how to attract retail for a town center, and also many other great sessions. The conference was both informative and a great networking opportunity.

Mayor Lind attended the Santa Cruz Metropolitan Transit District (METRO) Finance meeting and Personnel meeting. The biggest challenge is getting the ridership back to pre-pandemic levels.

Mayor Lind reiterated that the Farmer's Market booth with representatives from the Santa Margarita Groundwater Agency was a great opportunity for community outreach for the purpose of answering questions and hearing concerns from residents.

Mayor Lind participated in the State of the County Address hosted by the Santa Cruz County Association of Realtors and answered a lot of questions. It was also an opportunity to hear from other elected officials that they are facing similar challenges.

Mayor Lind attended the City Select meeting and heard an update from the County Health Officer. Santa Cruz County has a COVID vaccination rate of over 76%, however the Health Department expects an increase in COVID cases in the fall. They also heard information on Capitola's parklets, and a presentation from the County on behavioral health.

CITY MANAGER REPORT

Technology upgrades: The Council Chamber technology upgrades are moving forward, with some delays due to supply chain issues. All the boards and commissions are now beginning to meet regularly again (virtually) after a break during the pandemic, and preparations are underway to bring back all the Boards and Commissions to in-person meetings.

Police Department Annual Inspection: The Police Department has been busy preparing for the annual inspection which will be held tomorrow, September 22, 2022.

League of California Cities Annual Conference: As mentioned in the Council Members' reports this conference was attended by the City Manager, Mayor Lind and CM Dilles.

Santa Cruz County Library System: The library system is facing staffing issues; however, this has not affected service at the Scotts Valley branch. City staff remains in close communication with library personnel on this issue.

PUBLIC COMMENT TIME

Matthew Hakimi, a resident of Scotts Valley, spoke about his dissatisfaction with the handling of his complaints.

CM Dilles announced that Music at Skypark is this Sunday, September 25th from 2:30 PM to 6:00 PM. This is a fundraiser for the music program at the local schools.

Mayor Lind announced that the new Target store will open on Sunday at 8:00 AM.

APPROVE AMENDED CONSENT AGENDA

CM Dilles stated that he will recuse himself from Item D due to the proximity of the parcel to his residence.

Item D will be moved to the Regular Agenda as Item 1.A.

CONSENT AGENDA

- A. Approve City Council minutes of 08-17-2022 and 08-30-2022
- B. Approve check registers dated 08-18-2022, 08-25-2022, 09-01-2022, 09-08-2022 and 09/15/2022
- C. Approve Resolution No. 2007.12 authorizing the continued use of teleconference meetings, pursuant to Assembly Bill 361
- ~~D. Approve parcel map for 228 Sunset Terrace, APN 024-081-16~~
- E. Approve sanitary sewer connection request for Blossom Way, APN 056-131-09
- F. Approve citywide striping and signing contract award – PW project P22-002
- G. Approve Police Officer Trainee job classification and salary schedule

M/S: Dilles/Timm

To approve the amended Consent Agenda.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

APPROVE AMENDED REGULAR AGENDA

The Regular Agenda is amended to include Item 1.A. (moved from the Consent Agenda - Item D)

M/S: Timm/Johnson

To approve the amended Regular Agenda.

Carried 5/0 (AYES: Johnson, Lind, Dilles, Reed, Timm)

REGULAR AGENDA

- 1.A. Approve parcel map for 228 Sunset Terrace, APN 024-081-16

M/S: Johnson/Timm

To approve Item 1.A. of the Regular Agenda.

Carried 4/0/1 (AYES: Johnson, Lind, Reed, Timm; NOES: none; ABSENT: Dilles)

2. Future Council agenda items
No future agenda items were requested.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:00 PM to discuss the following items:

1. Conference with labor negotiators pursuant to Government Code Section 54957.6
Staff Present: City Manager, City Attorney, Administrative Services Director
2. Conference with legal counsel regarding liability claim pursuant to Government Code Section 54956.9
Name of Claimant: David Cline; Staff Present: City Manager, City Attorney

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:18 PM.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Lind reported:

1. Conference with labor negotiators pursuant to Government Code Section 54957.6.
There was no report on this item.
2. Conference with legal counsel regarding liability claim pursuant to Government Code Section 54956.9
Council unanimously denied the claim; Council determined the claim was untimely.

ADJOURNMENT

The meeting adjourned at 7:18 PM.

Approved: _____
Donna Lind, Mayor

Attest: _____
Cathie Simonovich, City Clerk

AGENDA ITEM B
DATE: 10-05-2022

SCOTTS VALLEY ACCOUNTS PAYABLE
09/22/2022 15:04:10 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.17 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 092222 COMMENT... 09/22/2022 A/P

DATA-JE-ID DATA COMMENT

W-09222022-198 09/22/2022 A/P

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	003342 ACCENT CLEAN & SWEEP INC	125085	09/22/22	2,335.30	
	003534 ADOBE ANIMAL HOSPITAL SO	125086	09/22/22	176.98	
	004057 ANDREWS/SELINA	125087	09/22/22	192.00	
	003758 ASCANI, PSY.D./CORIE L.	125088	09/22/22	700.00	
	001670 AT &T	125089	09/22/22	307.40	
	000097 AT&T	125090	09/22/22	33.97	
	001391 BIXBY DDS/LINDY	125091	09/22/22	199.10	
	000021 BOWMAN & WILLIAMS	125092	09/22/22	1,860.00	
	000437 BRASS KEY LOCKSMITH	125093	09/22/22	19.69	
	001566 BUSINESS WITH PLEASURE	125094	09/22/22	307.96	
	003656 CIVICPLUS	125095	09/22/22	160.68	
	005033 CONCERN EAP	125096	09/22/22	8,000.00	
	004003 DREW DDS/ALLYSON S	125097	09/22/22	364.80	
	004088 EARL ADAMS TILE-COPING &	125098	09/22/22	31,401.00	
	001597 ENVIRONMENTAL INNOVATION	125099	09/22/22	10,019.38	
	003253 FIRST ALARM	125100	09/22/22	123.15	
	001841 IDEXX LABORATORIES, INC.	125101	09/22/22	702.99	
	000066 KING'S PAINT & PAPER	125102	09/22/22	204.64	
	003105 LAFCO	125103	09/22/22	5,864.52	
	001243 LIEBERT CASSIDY WHITMORE	125104	09/22/22	2,371.50	
	000218 MID VALLEY SUPPLY	125105	09/22/22	100.42	
	003685 MONTEREY BAY ANALYTICAL	125106	09/22/22	16.06	
	001418 MONTEREY REGIONAL	125107	09/22/22	4,248.40	
	000323 NBS GOVERNMENT FINANCE G	125108	09/22/22	3,051.28	
	003493 NHA ADVISORS	125109	09/22/22	8,989.58	
	003912 PETTY CASH - AMANDA LONG	125110	09/22/22	80.00	
	001857 PHOENIX GROUP	125111	09/22/22	356.93	
	000723 PIED PIPER INC./THE	125112	09/22/22	155.50	
	003117 PRIORITY 1 PUBLIC SAFETY	125113	09/22/22	3,200.00	
	001917 PURE VALLEY WATER, INC	125114	09/22/22	366.60	
	004064 S.C. UNDERGROUND & PAVIN	125115	09/22/22	1,178.41	
	000134 S.V. WATER DISTRICT	125116	09/22/22	11,950.00	
	000134 S.V. WATER DISTRICT	125117	09/22/22	5,795.30	
	001894 S.V. WATER DISTRICT - BU	125118	09/22/22	93.24	
	003658 SANTA CRUZ OCCUPATIONAL	125119	09/22/22	760.00	
	000820 SANTA CRUZ/COUNTY OF	125120	09/22/22	39.00	
	001849 SCOTTS VALLEY CYCLE SPOR	125121	09/22/22	160.00	
	003783 STATE WATER RESOURCES CO	125122	09/22/22	4,250.00	
	002053 STEPFORD	125123	09/22/22	17,030.21	
	000882 SUPERIOR ALARM COMPANY	125124	09/22/22	87.00	
	001085 SYCAL ENGINEERING INC	125125	09/22/22	755.98	
	004087 TIRECHOICE AUTO SERVICE	125126	09/22/22	848.30	
	003548 TORO PETROLEUM CORP	125127	09/22/22	4,461.95	
	001831 USA BLUE BOOK	125128	09/22/22	174.32	
	001106 VERIZON WIRELESS	125129	09/22/22	1,074.01	
	GENERAL CHECKING ACCOUNT			134,567.55	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				134,567.55

RECORDS PRINTED - 000074

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	49,438.66
002	RECYCLING/ENVIRONMENTAL	9,934.68
004	RECREATION	165.68
010	WASTEWATER OPERATIONS	24,774.44
011	TERTIARY TREATMENT PLANT	4,652.33
028	SENIOR CENTER	335.68
077	SKYPARK MAINT ASSESS DIST	1,081.71
090	SV DRIVE A REDEMPTION	3,051.28
112	DENTAL INS INTERNAL SERV	755.90
123	COMMUNITY FACILITY CENTER	290.84
150	GENERAL CAPITAL IMPROVEMENTS	40,086.35
TOTAL ALL FUNDS		134,567.55

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	134,567.55
TOTAL ALL BANKS		134,567.55

SCOTTS VALLEY ACCOUNTS PAYABLE
09/29/2022 19:11:53 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.17 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 92922 COMMENT... 06/30/2022 A/P #9

DATA-JE-ID DATA COMMENT

W-09292022-207 06/30/2022 A/P #9

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
003957	SANTA CRUZ/CITY OF	125173	09/29/22	3,886.95	
004032	URETSKY SECURITY	125174	09/29/22	1,345.63	
	GENERAL CHECKING ACCOUNT			5,232.58	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/29/2022 19:11:53
GL540R-V08.17 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				5,232.58

RECORDS PRINTED - 000002

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/29/2022 19:11:53
GL060S-V08.17 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	1,345.63
010	WASTEWATER OPERATIONS	3,886.95
TOTAL ALL FUNDS		5,232.58

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	5,232.58
TOTAL ALL BANKS		5,232.58

SCOTTS VALLEY ACCOUNTS PAYABLE
09/29/2022 18:18:23 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.17 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 092922 COMMENT... 09/29/2022 A/P

DATA-JE-ID DATA COMMENT

W-09292022-205 09/29/2022 A/P

Run Instructions:

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L		01			Y	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000041 ACC BUSINESS	125130	09/29/22	1,817.59	
	003597 ADAMS ASHBY GROUP, INC	125131	09/29/22	1,305.00	
	005031 ADVANCE DESIGN CONSULTAN	125132	09/29/22	37,938.00	
	001405 AFLAC-FLEX ONE	125133	09/29/22	822.47	
	003497 ALVAREZ INDUSTRIES, INC	125134	09/29/22	256.00	
	001670 AT & T	125135	09/29/22	179.10	
	000097 AT&T	125136	09/29/22	128.11	
	003746 AVENU HOLDINGS, LLC	125137	09/29/22	2,029.09	
	001071 BAYSIDE OIL II INC	125138	09/29/22	65.14	
	004067 BEERS/OLIVIA	125139	09/29/22	188.00	
	001553 CARD SHARK INC/THE	125140	09/29/22	53.78	
	002091 COMCAST	125141	09/29/22	599.41	
	002091 COMCAST	125142	09/29/22	158.31	
	003134 CRIME SCENE CLEANERS, IN	125143	09/29/22	108.00	
	004003 DREW DDS/ALLYSON S	125144	09/29/22	336.80	
	003991 DROZEK/PASCALE	125145	09/29/22	156.66	
	001537 DYNAMIC PRESS	125146	09/29/22	49.39	
	001881 GRAINGER	125147	09/29/22	133.98	
	001898 GUARD PRODUCTS INC	125148	09/29/22	2,382.90	
	003551 HDL COREN & CONE	125149	09/29/22	695.00	
	000078 LLOYD'S TIRE SERVICE INC	125150	09/29/22	1,149.23	
	003403 MAR-KEN INTERNATIONAL PO	125151	09/29/22	260.00	
	003199 NEW PIG CORPORATION	125152	09/29/22	323.76	
	001615 OLIN CORP-CHLOR ALKALI	125153	09/29/22	2,579.68	
	003766 ORMONDE/ROBERT	125154	09/29/22	90.00	
	000098 PALACE BUSINESS SOLUTION	125155	09/29/22	5,678.46	
	003152 PETERSON POWER SYSTEMS,	125156	09/29/22	494.65	
	004045 PHILLIP D NEUMAN	125157	09/29/22	1,452.05	
	000102 PITNEY BOWES GLOBAL	125158	09/29/22	550.98	
	000463 RALEY'S	125159	09/29/22	136.23	
	001823 SANTA CRUZ CO ENVIRONMEN	125160	09/29/22	450.00	
	000133 SCOTTS VALLEY SPRINKLER	125161	09/29/22	68.87	
	005034 SILVA/JULIO	125162	09/29/22	249.25	
	003928 SOUTH BAY REGIONAL PUBLI	125163	09/29/22	375.00	
	001844 STERLING WATER TECHNOLOG	125164	09/29/22	2,880.00	
	001361 STEVENS DDS/JOHN A	125165	09/29/22	49.00	
	003757 SWEDBERG ELECTRIC INC.	125166	09/29/22	4,960.00	
	004032 URETSKY SECURITY	125167	09/29/22	3,504.43	
	001831 USA BLUE BOOK	125168	09/29/22	128.67	
	003145 WAGE WORKS	125169	09/29/22	125.00	
	005018 WATSONVILLE DIESEL	125170	09/29/22	1,040.09	
	003971 WIZIX TECHNOLOGY GROUP,	125171	09/29/22	14.50	
	001625 YOSHIDA DDS/NOREEN	125172	09/29/22	500.50	
	GENERAL CHECKING ACCOUNT			76,463.08	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/29/2022 18:18:23
GL540R-V08.17 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				76,463.08

RECORDS PRINTED - 000069

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/29/2022 18:18:23
GL060S-V08.17 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	21,421.75
002	RECYCLING/ENVIRONMENTAL	26.89
004	RECREATION	208.09
010	WASTEWATER OPERATIONS	10,707.88
011	TERTIARY TREATMENT PLANT	5,274.17
112	DENTAL INS INTERNAL SERV	886.30
150	GENERAL CAPITAL IMPROVEMENTS	37,938.00
TOTAL ALL FUNDS		76,463.08

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	76,463.08
TOTAL ALL BANKS		76,463.08

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 5, 2022
TO: Honorable Mayor and City Council
FROM: Taylor Bateman, Community Development Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Approve agreement with Kimley-Horn and Associates, Inc. to prepare the 6th Cycle Housing Element Update**

SUMMARY OF ISSUE

Since 1969, the State of California has required all cities and counties to adequately plan to meet their housing needs. Cities comply with this requirement by updating their housing elements on regular cycles defined by the state. The housing element is part of the City's General Plan which is the long-range planning document delineating how the city will evolve and develop in the future.

The City's existing Housing Element for the 2015-2023 planning period was adopted by the Scotts Valley City Council on March 23, 2016 and certified by the State of California Department of Housing and Community Development (HCD). The City's existing housing element is available on the City's website at:

<http://www.scottsvalley.org/DocumentCenter/View/925/Chapter-3-Housing-Element-Adopted-2015-2023-PDF>.

The 6th Cycle Housing Element is due to HCD by December 2023. In July 2022, Staff published a Request for Proposals (RFP) for the Housing Element update. In August 2022, a selection committee interviewed qualified consultants who submitted proposals. Kimley-Horn and Associates, Inc. was selected by the committee as the top choice due to their approach to the project, high quality work samples, and successful record producing certified housing elements.

FISCAL IMPACT

The total cost for this agreement is \$267,183, with approximately \$50,000 allocated to existing grants and the remaining amount from the General Fund.

STAFF RECOMMENDATION

It is recommended Council approve the attached agreement with Kimley-Horn and Associates, Inc. for planning related services for the 6th Cycle Housing Element Update and authorize the City Manager to execute the agreement.

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AGREEMENT FOR PROFESSIONAL SERVICES

6th Cycle Housing Element Update

This Agreement for Professional Services ("Agreement") is made and entered into as of _____, 2022, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and Kimley-Horn and Associates, Inc. hereinafter referred to as "CONSULTANT".

RECITALS

- A. CITY desires to retain Consultant for certain professional services as set forth in this Agreement.
- B. CONSULTANT is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- C. CONSULTANT possesses the skill, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, CITY and CONSULTANT agree as follows:

AGREEMENT

- 1. **Employment of CONSULTANT:** CITY agrees to, and hereby does, retain and employ CONSULTANT to perform the professional services as outlined in the Scope of Work attached hereto and incorporated herein as Exhibit "A". CONSULTANT'S work product shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 2. **Responsible Personnel:** CITY has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. Primary personnel responsible for the completion of the work described in this Agreement shall be: Bill Wiseman, Project Director, whose address is 824 Bay Avenue, Capitola, CA 95010; telephone: 831-316-1430; Email: bill.wiseman@kimley-horn.com.
- 3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner.

4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. All such work shall be completed no later than December 31, 2023. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies, however, Consultant agrees to assign additional staff in response to any factor outside its reasonable control if necessary and able to comply with the terms of this Agreement.

5. **Compensation:** CONSULTANT shall accept compensation for services performed as set forth in Section 3 in an amount not to exceed \$267,183. Periodic payments to CONSULTANT shall be made upon submittal of invoices by CONSULTANT to CITY for review and approval by the City Manager. Invoices will be paid by CITY within sixty (60) days after the invoices are received and approved.

6. **Insurance:** CONSULTANT agrees to have and maintain, for the duration of the contract, the following:

i. General Liability insurance policies insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

iii. CONSULTANT agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure CONSULTANT for professional errors or omissions in the performance of the particular scope of work under this agreement.

iv. CONSULTANT shall provide to the CITY all certificates of insurance, with original endorsements effecting coverage. CONSULTANT agrees that all certificates and endorsements are to be received and approved by the CITY before work commences.

v. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

7. **Indemnity:** To the fullest extent permitted by law, and subject to California Civil Code §2782.8, CONSULTANT agrees to indemnify, including the cost to defend, CITY,

its elected and appointed officers, and employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY; and does not apply to any passive negligence of the CITY unless caused at least in part by CONSULTANT. CITY agrees that in no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT'S proportionate percentage of fault. However, if one or more defendant is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with the other parties regarding unpaid defense costs and reallocate as allowed by law or statute. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

8. **Termination:** This Agreement may be terminated by the CITY immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, CONSULTANT shall be entitled to compensation for services performed up to the effective date of termination.

CONSULTANT shall accept, for itself, as full payment for services rendered and all work to be done and performed hereunder and in complete satisfaction of all claims against CITY by reason of voluntary abandonment or suspension of work or termination of the Agreement, the sum determined on an hourly basis in accordance with the provisions of this Agreement, or any modification of amendment thereto, plus all direct expenses incurred, including those expenses incurred which are directly attributable to the incomplete portion of the work which could not be canceled.

In the event of termination, CONSULTANT shall deliver as a condition to the payment of the compensation provided for above, or otherwise make available to CITY, all research data, reports, estimates, summaries, and other such information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process in accordance with Section 9 of this Agreement.

9. **Documents:** Notes, studies, chain, computations, electronic files, and other data and information obtained by CONSULTANT for this project shall, upon receipt of payment for services rendered, be made available to CITY by CONSULTANT at CITY'S request and shall become the property of CITY. In the event CITY alters the document, CITY agrees CONSULTANT shall have no responsibility whatsoever for any claim arising out of, or alleged to have risen out of, use of the altered document.

All plans, studies, documents, charts, computations, and electronic files prepared by and for CONSULTANT, its officers, employees and agents and subcontractors in the

course of implementing this Agreement, except working notes and internal documents, shall become the property of the CITY upon payment to CONSULTANT for such work, and the CITY shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or to any other party. CONSULTANT shall, at CONSULTANT'S expense, provide such reports, plans, studies, documents and other writings to CITY upon written request.

10. **Independent Contractor:** CONTRACTOR is an independent contractor retained by CITY to perform the work described herein. ALL personnel employed by CONSULTANT are not and shall not be deemed to be employees of CITY. CONSULTANT shall obtain no rights to retirement benefits or other benefits that accrue to CITY'S employees, and CONSULTANT hereby expressly waives any claim it may have to such rights. CONSULTANT shall comply with all state and federal laws pertaining to employment and compensation of its employees and its agents, including the provision of Workers' Compensation.

11. **Licenses:** CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONSULTANT to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of CONSULTANT to practice its profession. Consultant shall maintain a City of Scotts Valley business license.

12. **Assignment:** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Assignments of any or all rights, duties or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, CONSULTANT shall be fully responsible to CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such contractor other than as otherwise required by law.

13. **Binding on Successors:** This Agreement is binding on the heirs, successors and assigns of the parties hereto.

14. **Amendment:** This Agreement may be amended, modified or changed by the parties, provided that said Agreement, modification or change is in writing and approved by the authorized representative of the parties.

15. **Applicable Law and Attorney's Fees:** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Santa Cruz. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of the Agreement, the prevailing party of such action shall be entitled to recover its reasonable litigation expenses, including attorney fees.

16. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings. Whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement have been participated in by each of the parties and/or their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by all parties.

17. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement.

18. **Severability:** If any term or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

WITNESS WHEREOF this Agreement is executed by CITY and by CONSULTANT on this ____ day of _____, 2022, at Scotts Valley, California.

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.

CITY:
CITY OF SCOTTS VALLEY

By: Frederik Venter, Sr. Vice President

Mali LaGoe, City Manager

APPROVED AS TO FORM:

ATTEST:

Kirsten M. Powell, City Attorney

Cathie Simonovich, City Clerk

EXHIBIT “A”

SCOPE OF WORK

4. Scope of Work

Kimley-Horn and Associates, Inc. (Kimley-Horn) has prepared this Scope of Work for the City of Scotts Valley (City) to prepare the City of Scotts Valley's 2024-2031 Housing Element Update (the project).

Task 1 – Project Initiation

Project Kick-Off Meeting

Kimley-Horn will participate in a kick-off meeting with City staff to discuss the update process, answer questions, provide data, and exchange other important procedural aspects of the Housing Element Update. The meeting will address the following:

- Review/Modify Scope of Work and Schedule
- Define Outreach Methodologies
- Data Sharing/Exchanging
- Meetings and Public Engagement

Project Schedule

Kimley-Horn will develop and maintain a project deliverables schedule outlining major milestones, meetings, work products, community outreach events, subcommittee meetings, and public hearings. The project team will review HCD's proposed timeline for the SJCOG region to ensure that the City of Scotts Valley is on schedule throughout the Housing Element Update process. The project deliverables schedule will include all tasks within the Scope of Work and accommodate anticipated City and agency review times.

Initial Presentations to Planning Commission and City Council (Optional Task)

Kimley-Horn will conduct an initial orientation meeting, either separately or jointly, with the Planning Commission and the City Council. This meeting(s) will provide an overview of project including the scope of work, schedule, and State housing regulations and requirements.

Document Review

Kimley Horn will review City plans and policy initiatives that will help inform a future housing vision for the City of Scotts Valley. Plans and topics include but are not limited to the following:

- City of Scotts Valley 5th Cycle Housing Element
- AMBAG Regional Housing Needs Assessment
- City of Scotts Valley General Plan and EIR (as updated)
- Other existing studies, as identified by City staff

Kimley-Horn will be responsible for identifying and resolving any information gaps using existing available data sources. Kimley-Horn anticipates a "turnkey approach" for data

collection to the greatest extent feasible and will only request information that is proprietary to the City to minimize the work effort by City staff.

Design and Build Capitola Housing Element Update Website (Optional Task)

Kimley-Horn will design and build a web-based digital engagement platform that will be used as the central community/stakeholder portal for the project. A draft prototype will be reviewed with City staff to confirm and refine the organizational structure (i.e., site map), system functionality, administrative access, etc.

Deliverables:

- Kick-Off Meeting Agenda
- Kick-Off Meeting Minutes
- Project Schedule (updated as needed)
- Project Website (optional task)

Task 2 – Analyze Regional Housing Needs Assessment (RHNA)

Community Housing Survey #1 – Values and Priorities (Optional Task)

Kimley-Horn will create a web-based community survey to identify and evaluate community values and priorities for potential housing, housing goals, policies, and programs.

The community housing survey will provide tangible data that can be incorporated into the Housing Element to better understand community and stakeholder interests, help determine land use alternatives, and document the City's outreach efforts to HCD. Results of the survey will be incorporated into a draft and final baseline report. It will include chart and tables that quantify the survey results, a summary of key findings, and an appendix of all response comments.

Community Workshop #1 – Introduction and Policy Considerations

Kimley-Horn will facilitate the first community workshop to discuss the Housing Element update process. Kimley-Horn will prepare and deliver a PowerPoint presentation, informational handouts, visual aids, and other materials. Participants will identify challenges, issues, and opportunities for the Housing Element.

The meeting will introduce participants to the RHNA process, Housing Element requirements, legislative requirements and engage in the identification of policy considerations. A summary presentation of the results of the Community Housing Survey #1 – Values and Priorities will be provided highlighting survey findings and common themes, as well as the site inventory as provided by 21 Element, and refined in coordination with City staff.

Current Housing Element Assessment

As required by State law, Kimley-Horn will review and evaluate the City of Scotts Valley's current Housing Element and its programs. This task will include a review of the

appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the stated housing goal; the effectiveness of the Housing Element in attaining community housing goals and objectives; and the City's progress in implementing the Housing Element. The assessment will include the following information:

- Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation
- Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period
- Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies

Housing Needs, Constraints, and Resources Baseline Review

Kimley-Horn will assess housing needs, constraints, and resources. A population and housing profile will be conducted that analyzes population and household characteristics, special housing needs populations, and units at risk of converting to market rate units as required by new state law. Housing constraints will identify non-governmental, governmental, and environmental constraints that may have an effect on the future development of housing at all income levels. Housing resources such as availability of vacant land, zoning to accommodate RHNA growth needs, and capacities of available sites will be analyzed. Funding and financing resources available to address housing needs will be identified. New requirements pursuant to Affirmatively Furthering Fair Housing will be included.

Opportunities for energy conservation will also be analyzed as well as an in-depth analysis of fair housing issues, including new analysis required to comply with new statutory requirements to Affirmatively Further Fair Housing.

As required by new housing law, particularly **AB 1397**, and the City's RHNA allocation, the adequate sites analysis will be much more in-depth and detailed, particularly for site suitability for very-low and low-income RHNA categories.

Deliverables:

- Housing Element Data Resources Matrix
- Current Housing Element Assessment
- Draft and Final Housing Needs, Constraints, and Resources Baseline Review
- Adequate Sites Analysis Summary
- GIS Based Inventory of Sites
- Data Tables, Maps, and Relevant Text
- Community Workshop #1 Presentation and Handouts

Task 3 – Land Use Strategies – Prototype and Testing

This phase will utilize the analysis from the Baseline Review, the Community Housing Survey #1 (optional task), and the Priority & Value Statement to develop up to three land use strategies that meet RHNA requirements. These land use strategies and policies will then be reviewed with the community and as part of a joint PC/CC study session.

Initial Land Use Strategies

Kimley-Horn will prepare up to three land use strategies that highlight different methods of achieving community values, including a qualitative and quantitative ranking of their consistency with these values. Tables, graphs, and figures will be used to visually understand each land use strategy including the total units achieved (by type) and the zoning and General Plan land use changes required.

Housing Policy Plan

As required by State law and taking into consideration the land use strategies described above, Kimley-Horn will develop a Draft Housing Policy Plan that constitutes the policy component of the Housing Element. Existing relevant policies will be supplemented by new policies and programs that address new Housing Element Law. Strategies will clearly indicate their relationship with the community values, total number of units, and criteria.

The Housing Policy Plan will identify policies and programs to address State law requirements regarding: 1) Conservation and Improvement, 2) Availability and Production, 3) Affordability, Removal of Constraints, and 4) Equal Housing Opportunity. Policies and programs will be supplemented by Quantified Objectives by income category.

Testing and Refinement

Community Workshop #2 – Land Use Strategies and Housing Policies

Results of the alternative land use strategies and initial draft housing policy plan will be compiled into a Land Use Strategies and Policy Report. A PowerPoint presentation summarizing this report will be presented at a second community workshop. Kimley-Horn will prepare a draft and final PowerPoint for review by City staff prior to the meeting.

Planning Commission/City Council Study Session

Kimley-Horn will prepare for and help facilitate a joint Planning Commission / City Council study session to review preliminary Land Use Strategies and Policy Report and associated comments received from the public. Kimley-Horn will prepare a draft and final PowerPoint for review by City staff prior to the meeting.

Draft Preferred Sites Accommodation Strategy

Based on feedback received from the community and the study session, Kimley-Horn will prepare a draft preferred sites accommodation strategy for review and comment by City staff.

Once complete, it this will constitute the project description for preparing the Housing Element and the environmental review.

This preferred strategy will include draft policies and programs,. It is understood that due to the iterative nature of this process, additional revisions will likely occur in response to further community feedback, HCD comments and environmental review.

Deliverables:

- Preliminary Draft Land Use Strategies for review with City staff
- Preliminary Draft Housing Policy Plan and for review with City staff
- Draft and Final Land Use Strategies and Policy Report
- Presentation for study session with the Planning Commission and City Council
- Draft Preferred Land Use Strategy

Task 4 –General Plan Consistency Amendments

A number of additional General Plan amendments may be necessary to ensure internal consistency of the General Plan and statutorily required implementation through code amendments. These may include revisions to the Land Use Element, Land Use Map Municipal Code amendments (rezones), and Safety Element as appropriate.

Because the level of effort required to make these General Plan amendments is currently unknown, a preliminary number of hours and budget estimate is shown on the attached budget. Based on the level of revisions required, this estimate may be subject to change pending project progression and discussions with City staff.

This scope of work assumes that revisions to the General Plan Circulation Element will not be required.

Land Use Element Revisions

Pursuant to various new statutes, including AB 1397, adequate sites requirements will require an in-depth analysis of adequate sites. If sites are not available to accommodate expected RHNA growth in the planning period, the City must provide a rezoning program to address unaccommodated need. As zoning must be consistent with the General Plan, similar updates to the General Plan land use designations will be required.

The Land Use Element Update will primarily rely on the necessary updates to the Housing Element to accommodate RHNA growth needs. Updates may include changes to the Land Use Element including new land use designations, revised descriptions of the purpose and intent of existing land use designations and additional land use considerations.

This element will describe the City's planning boundaries, including any revisions to the General Plan Land Use, Sphere of Influence, service area boundaries, and establish a strategy for growth

that reflects the community's vision and supports the Housing Element. Revisions to land use policy and land use designations will be based on these considerations.

Safety Element Revisions

Pursuant to newly adopted statutes, the General Plan Safety Element will be updated to address increased risks due to the effects of climate change, the risk of fire for land classified as state responsibility areas, and land classified as very high fire hazard severity zones. The review shall also address fire hazards, generally, to describe goals, policies, and objectives that protect the community from the unreasonable risk of wildfire. The effort will require coordination with CalFire and one community meeting.

Prior to the adoption of any amendments to the Safety Element, the Element will be sent (by City staff) for review and comment by a variety of local and state agencies, including the State Board of Forestry and Fire Protection, Department of Conservation, and local agencies that provide fire protection to territories in the City. To be approved by CalFire, the updated Safety Element must meet the requirements of the Board of Forestry's latest "General Plan Safety Element Assessment", including but not limited to Fire Hazard Severity Zone maps, information on historical wildfires, the location and distribution of existing and planned uses of land in very high fire hazard severity zones (VHFHSZs), and the local, state, and federal agencies with responsibility for fire protection. Depending on the agency. These reviews may require up to 90 days prior to any adoption by the City Council.

Deliverables:

- General Plan Consistency Memo that identifies sections of the City's current General Plan requiring update including revised/added text, tables, maps, and figures

Task 5 – CEQA Compliance

Kimley-Horn will prepare an Initial Study for the Housing Element concurrently with the Housing Element update process. Our approach assumes that no substantial land use changes will be proposed in the updated Housing Element; the sites inventory will identify capacity consistent with the General Plan land use policies and build-out projections.

To the extent possible, we will draw conclusions from prior environmental documentation conducted for the General Plan and Housing Element update completed within the last few years and any Specific Plans or other planning documents that address housing.

Kimley-Horn assumes adoption of an Initial Study (IS)/Mitigated Negative Declaration (MND). The IS/MND will include a project description, location, environmental checklist, analysis of potential environmental effects, methods for mitigating significant effects, and an analysis of consistency with existing plans and land use controls. This scope of work assumes that no technical studies will be required and that the Initial Study will rely on policy language to demonstrate less than significant impacts.

Kimley-Horn anticipates two review cycles of the Screencheck/draft IS/MND, with an approximate two weeks for staff review. Once City staff has reviewed and commented on the Screencheck Drafts, Kimley-Horn will modify as directed.

This scope of work assumes that the City will prepare the Notice of Determination (NOD) following the adoption of the Housing Element by the City Council. This includes preparing the necessary mailings, and circulation of environmental documentation and payment of all required fees.

Deliverables:

- Notice of Preparation
- Administrative Draft Initial Study/Negative Declaration
- Screencheck Draft Initial Study/Negative Declaration
- Public Review Draft Initial Study/Negative Declaration (electronic suitable for City website posting)

Task 6 – Draft Housing Element

Kimley-Horn will prepare an internal Administrative Draft, Public Review Draft, and Draft Final Housing Element.

Administrative Draft Housing Element

Kimley-Horn will prepare and submit an Administrative Draft Housing Element to the City for review. The Administrative Draft will be a complete draft and include all required components of a Housing Element, as described in prior tasks, and will include all tables, maps, and graphics. It is assumed the City will provide one set of consolidated comments on this Administrative Draft.

Public Review Draft

Kimley-Horn will prepare a Public Review Draft Housing Element based on consolidated City comments on the Administrative Draft. Kimley-Horn will address any identified issues and make necessary revisions prior to formal submittal to HCD.

HCD Submittal Draft

Once the Public Review Draft Housing Element is complete, it will be submitted to HCD for an initial 60-day review. Kimley-Horn will prepare a transmittal letter and Completeness Review Checklist detailing how the Public Review Draft Housing Element meets state law requirements. It is assumed the City will sign the transmittal letter and transmit to HCD for review.

Response to Comments

Kimley-Horn will prepare appropriate responses to applicable public and agency comments (including HCD) on the Public Review Draft Housing Element. Based on new requirements, third

party interest, and the general nature of the topic, the City should be prepared to receive considerably more comments from the public and other stakeholders during the sixth cycle.

Final Housing Element

Following one round of review by HCD, Kimley-Horn will revise the HCD submitted Public Review Draft Housing Element. This Final Draft Housing Element will be presented at public hearings before the Planning Commission and City Council.

Deliverables:

- Administrative Draft Housing Element (3 hardcopies + electronic)
- Public Review Draft Housing Element (12 hardcopies + electronic)
- HCD Streamline Review Checklist
- Final Review Draft Housing Element (12 hardcopies + electronic)

Task 7 – Plan Adoption

Public Hearings

Kimley-Horn assumes participation at one public hearing before the Planning Commission and one public hearing before the City Council. Kimley-Horn will prepare and present a PowerPoint presentation, assist in drafting staff report language, and respond to questions at each of the public hearings.

Deliverables:

- Electronic copies (in PDF format) of draft presentations for Public Hearings

Final Housing Element/HCD Certification

Based on the City Council direction, Kimley-Horn will make final revisions and prepare a Final Housing Element for transmittal to HCD for final certification. Kimley-Horn will maintain ongoing communication with the State until the Final Housing Element is officially deemed certified.

Task 8 – Meetings and Project Management

This task assumes attendance by Kimley-Horn staff at the following virtual and in-person (hybrid) meetings:

- Project Kick-off Meeting (1)
- Project Team Coordination Meetings (4)
- Project Team Conference Calls (4)
- Community Meetings (2)
- Draft Housing Element Community Meeting (1)

- Adoption Public Hearings (2)

This scope of work assumes that Kimley-Horn's role at the public meetings will be to provide support to the City in answering questions and providing general guidance and recommendations, Kimley-Horn will not be responsible for providing presentation materials, Attendance at public meetings/hearings assumes preparation of one PowerPoint presentation.

Project Management

In addition to the research, analysis, communications, and report writing tasks described above, Kimley-Horn will perform a project management duties to ensure that the Housing Element update and Subsequent EIR meets the Client's standards of quality, and that it is delivered on time and within budget, These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by Kimley-Horn and the technical editor for all deliverable products.

Budget and Schedule

A draft budget is attached separately. All work will be performed on a not-to-exceed price and is valid for a period of 90-days from the date of this proposal.

Kimley-Horn is committed to working with City staff to refine both to tailor the project that best suits your needs and objectives. We anticipate that this scope of work, budget, and schedule will be refined based on further discussions.

A project schedule is shown below illustrating Final House Element adoption by Capitola City Council and HCD Certification by the required December 2023 deadline.

Project Assumptions

In addition to any assumptions noted above, the scope and associated costs are based on the following assumptions:

General

1. The cost estimate includes meetings described in this scope of work. Invoices to the Client will be based on actual hours billed per task and not percent complete.
2. The Client will provide Kimley-Horn will all technical materials, maps, project plans, GIS data, etc. as they become available. This scope of work assumes that all project plans and supporting technical studies to be prepared outside of this scope of work will be provided prior to preparation of any project deliverables and that no further modification to the data will be required.
3. No new technical analysis or preparation of technical reports will be required, other than those identified in this scope of work.
4. All technical studies provided to Kimley-Horn are assumed to be technically accurate and not require peer review by a technical expert. Unless specifically stated otherwise,

- Kimley-Horn's review of these technical studies will be limited to an assessment of their completeness necessary to prepare the work products identified in this scope of work.
5. Deliverables will be submitted to the Client in electronic (PDF) format and source files as identified in this scope of work.
 6. Client will act as a clearinghouse for comments on all administrative draft documents and will provide Kimley-Horn with a single, internally reconciled set of comments for each submitted draft document.
 7. There will be a single round of review and revision to all draft document deliverables. If Client feels that additional reviews are necessary, a contract amendment for additional work may be necessary, depending on the nature and circumstances associated with the additional changes (e.g. changes to the project description, additional technical analysis required, etc.). These changes can be characterized as being outside of the control or knowledge of Kimley-Horn and would not be considered reasonable from the standpoint of professional standards of service and appropriate due diligence.
 8. Revisions to screencheck documents will focus on typographical errors, formatting issues, and other minor edits. Such revisions will not include substantive content changes from the Client. Edits other than typographical and formatting may require discussion.
 9. The Client will be responsible for the preparation and distribution of all public notices and publications (e.g., web, newspaper) unless otherwise noted in this scope of work.
 10. The project budget is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget may be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 calendar days or more.
 11. The Client will be responsible for meeting logistics, including schedule coordination, public outreach, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.
 12. If applicable, the Client will be responsible for identifying and communicating with all stakeholders including on-going scheduling and coordination and distribution of all materials.
 13. Project schedule assumes timely review by the Client (no more than 15 working days) for all product deliverables. Outside review by the applicant or their representative(s) or Client designee; including legal review separate from Client staff, shall result in a modification to the project schedule.
 14. Kimley-Horn retains the right to make modifications to this scope of work based on changes to the project, change in regulatory requirements, or other factors outside of Kimley-Horn's control, and reasonably deemed acceptable by the Client.
 15. Kimley-Horn retains the right to transfer budget allocations between tasks to support completion of the work products, as needed, as long as the total budget is not exceeded. Shifts in task budget allocation will be at the discretion of Kimley-Horn's Project Manager.

CEQA Documents

16. The project schedule assumes that all architectural and engineering plans, as well as any technical studies required to prepare the project description will be provided to the Consultant within 30 calendar days of the execution of contract. A list of information needs will be provided at the project kick-off meeting and refinements to the list submitted within two weeks, based on review of received information. Furthermore, Kimley-Horn assumes that all technical studies required by the project applicant to address the respective environmental resource section(s) are provided at least two (2) months prior to release of the Public Review Draft EIR and that no further modifications, refinements or additions to the information will be required. Failure to meet these deliverables on the part of the applicant, and/or their consultants may result in a delay to the project schedule.
17. Because the extent of public and agency comments received on CEQA documents (e.g. Draft EIR) is unknown, the proposed budget includes a preliminary budget estimate of time to respond to comments. Kimley-Horn will consult with the Client after the evaluation of the comments to determine if the preliminarily budget estimate is sufficient.
18. Once the project description, baseline and alternatives are approved by the Client for analysis in the CEQA document, it is assumed that they will not change significantly thereafter. If changes requiring revisions to the CEQA document occur, an amendment of the budget may be warranted.
19. The project applicant will provide various technical reports (as noted) that will be used as supporting background information. This scope of work assumes that these reports will be sufficient in their accuracy and comprehensive in their level of detail sufficient for preparing the CEQA analysis. Kimley-Horn, and our sub-consultants (where applicable), will review the first draft of these documents. Should it be found that the information presented is not adequate (at the discretion of Kimley-Horn and the Client), and that additional substantive revisions are required, Kimley-Horn reserves the right to request additional compensation on a time and materials basis, per prior approval by the Client.
20. The CEQA statutes or guidelines may change during the course of this project, or legal decisions can alter the extent of the analysis needed. If amendments or decisions redoing work already performed or substantially increasing effort, a contract amendment may be warranted.

City of Scotts Valley Housing Element Update - 6th Cycle Project Schedule

TASK	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	2023															
1. Project Initiation																
Kick-off Meeting																
Project Schedule																
Document Review																
2. Analyze Regional Housing Needs Assessment																
Community Workshop #1 - Introduction and Policy Considerations																
Current Housing Element Assessment																
3. LU Strategies - Prototype and Testing																
Initial Land Use Strategies																
Housing Policy Plan																
Testing and Refinement																
Community Workshop #2 - Land Use Strategies and Housing Policies																
PC / CC Study Session																
Draft Preferred Land Use Strategy																
4. Other General Plan Amendments																
Code Amendments - Rezones																
Land Use and Safety Element Revisions																
5. CEQA Compliance																
Administrative Draft Initial Study																
Public Review Draft Initial Study																
6.Draft Housing Element																
Administrative Draft Housing Element																
Public Review Draft																
Draft Housing Element Community Meeting																
HCD Submittal Draft																
Response to Comments																
Final Draft Housing Element																
General Plan Consistency Amendments																
7. Plan Adoption																
Adoption Public Hearings (2)																
Final Housing Element / HCD Certification																
Project Team Coordination Meetings (4)																
Project Team Conference Calls (10)																
				Kimley-Horn / City Staff												
				Community Engagement / Public Meetings												
				Milestone												

City of Scotts Valley Housing Element Update - 6th Cycle
Project Budget

Labor	Total Hours	Total Cost
Task 1. Project Initiation		
Project Kick-off Meeting and Engagement (prep.)	8	\$2,160
Project Schedule	4	\$760
Document Review	8	\$1,520
		\$4,440
Task 2. Analyze Regional Housing Needs Assessment		
Community Workshop #1 - Introduction and Policy Considerations (prep.)	14	\$2,820
Current Housing Element Assessment	52	\$9,560
Housing Needs, Constraints, and Resources Baseline Review	144	\$26,720
		\$39,100
Task 3. LU Strategies - Prototype and Testing		
Initial Land Use Strategies	34	\$7,420
Housing Policy Plan	72	\$15,600
Community Workshop #2 – Land Use Strategies and Housing Policies (prep.)	10	\$2,060
Draft Preferred Land Use Strategy	24	\$4,880
		\$29,960
Task 4. Other General Plan Amendments		
Land Use Element Revisions	24	\$4,880
Safety Element Revisions	52	\$11,160
		\$16,040
Task 5. CEQA Compliance		
Notice of Preparation	6	\$1,600
Administrative Draft Initial Study	56	\$11,600
Public Review Draft Initial Study	14	\$3,250
Mitigation Monitoring Program	2	\$350
Figures/Graphics/QA-QC	20	\$3,960
		\$20,760
Task 6. Draft Housing Element		
Administrative Draft Housing Element	74	\$13,380
Public Review Draft	25	\$4,890
HCD Submittal Draft	13	\$2,610
Response to Comments	15	\$2,990
Final Draft Housing Element	16	\$3,240
		\$27,110
Task 7. Plan Adoption		
Public Hearings (2) (prep.)	6	\$1,460
Final Housing Element / HCD Certification	16	\$3,000
		\$4,460
Task 8. Meetings and Project Management		
Project Kick-off Meeting (1)	4	\$1,080
Project Team Coordination Meetings (4)	16	\$4,320
Project Team Conference Calls (10)	26	\$6,540
Community Workshops / Meetings (2)	24	\$5,360
Stakeholder Focus Group Meeting	4	\$1,400
Joint PC/CC Study Session (1)	16	\$4,320
Adoption Public Hearings (2)	8	\$2,800
Ongoing Project Management	48	\$12,960
		\$38,780
Labor Total		\$180,650
Expenses		
Direct Expenses Allocation (5% of labor)		\$9,033
Indirect Expenses (e.g. travel and accommodation)		\$2,500
Total Budget		\$192,183
Optional Tasks (Costs to Be determined based on Client preference)		
Housing Element EIR		\$75,000
Total with Optional Costs		\$267,183



PROPOSAL

Housing Element Update – 6th Cycle (2024-2031) Planning Period



Kimley»Horn
022



August 5, 2022

Mr. Taylor Bateman
Community Development Director
City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066

RE: Proposal for the City of Scotts Valley Housing Element Update

Dear Mr. Bateman and Members of the Selection Committee:

Kimley-Horn is pleased to submit to the **City of Scotts Valley** our proposal to update the City's General Plan Housing Element for the 6th Cycle (2024-2031).

Kimley-Horn provides the City of Scotts Valley a team of experts who have a proven record of successfully preparing Housing Element Updates and are trusted advisors in interpreting the various statutory requirements and policy solutions. Our approach considers local community needs and tailors these needs consistent with State Housing Element law. Our team's comprehensive understanding of California State Department of Housing and Community Development (HCD) procedures and practical recent work authoring 6th Cycle Housing Elements provides significant advantages to the City of Scotts Valley.

This is demonstrated by the fact that over the past 30 years, staff from **Kimley-Horn has prepared more than 50 housing elements for cities and counties throughout California.**

With the Governor's designation of a state housing "crisis" and a significant amount of new statutory requirements, the City of Scotts Valley's 6th Cycle of Housing Element Update will require an "A-team" with recent technical experience to work effectively with the City of Scotts Valley, community stakeholders, decision-makers, and HCD staff.

The Kimley-Horn team offers the following strengths for your consideration:

Specialists in the Housing Element Certification Process – The Kimley-Horn team has significant staff experience and knowledge of the requirements for achieving certification by HCD. Our team has years of experience preparing multiple Housing Element updates. We can translate our current 6th Cycle Housing Element experience to the benefit of the City of Scotts Valley. Kimley-Horn has enjoyed tremendous success collaborating proactively with HCD to achieve statutory compliance.

Understand and Have Practical Experience with New Housing Laws – The California legislature has enacted numerous new housing laws in just the past few years. Many of these laws directly affect the analysis and content of the Housing Element. Kimley-Horn is one of the first consulting firms to work under these new requirements, even before HCD provided local guidance for interpreting these new laws. This means that the City of Scotts Valley will have a team that possesses an “insider knowledge” of new statutory requirements, and most importantly how HCD interprets them during Housing Element compliance review. Based on this experience, Kimley Horn can inform the City of Scotts Valley of acceptable compliance strategies, methods, analysis, and programmatic solutions.

Approach Tailored to Your Success – Kimley-Horn will work closely with the City of Scotts Valley to provide a scope of services that supports policies and programs consistent with the community’s vision. Our qualified and experienced team identified in this proposal will partner with the City of Scotts Valley to develop tailored housing. Kimley-Horn creates strong interpersonal relationships with our clients and the stakeholders they serve, resulting in a mutually enjoyable and rewarding work effort.

Comprehensive and Experienced Team – Principal-in-Charge **Dave Barquist, AICP** and project director **Bill Wiseman** have a proven record of successful housing program management and state certification of Housing Elements. They will work directly with City of Scotts Valley staff to guide all necessary day-to-day tasks. Bill and Dave are supported by a core group of experienced professionals who have direct working experience with 6th Cycle Housing Elements and CEQA compliance. **Given Kimley-Horn’s considerable in-house resources and staffing, we are able to complete this work entirely in-house without the need for additional subconsultants.**

Quality Documents – Kimley-Horn’s commitment to quality by the satisfaction of our clients and the communities they serve. Our work products are thorough, with information presented clearly, concisely, easily understandable, and legally defensible. We understand the nuances of creating policy documents that meet state-mandated requirements, while supporting and advancing the local goals and policies of a community.

Commitment to the City of Scotts Valley – A strong commitment to client satisfaction and a quality product is the foundation of our services to you. Our Capitola office allows you greater access to our team. Kimley-Horn commits to be responsive and available to you when you need us. Our team will provide proactive communication and function as an extension of your staff, so together we can complete this project successfully.

Kimley-Horn appreciates the opportunity to submit this proposal to the City of Scotts Valley and welcomes the opportunity to work as your trusted advisor and Housing Element specialists.

Mr. Taylor Bateman
City of Scotts Valley
Page 3

Please do not hesitate to contact Bill Wiseman at 831.316.1430 or bill.wiseman@kimley-horn.com if you have any questions or require additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Bill Wiseman
Planning Practice Leader/Project Director



David Barquist, AICP
Principal-in-Charge

Table of Contents

Firm Qualifications

Housing Element Experience

Approach and Methodology

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Additional Information

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1. Firm Qualifications

PLANNING | DESIGN | ENVIRONMENT

Kimley»Horn Combining national experience with local sensibility, Kimley-Horn's *Placemaking* professionals provide comprehensive solutions to the planning and design of communities. As specialists in community planning, urban design, and environmental analysis, our planners and landscape architects collaborate to deliver *award-winning*, practical, and sustainable design solutions from our client's visions and aspirations.

Recognized for our community involvement programs, workshop facilitation, and consensus-building, we respond to the *unique needs of each client*. We are mindful of the role effective planning and design plays in a community-based process to achieve successful outcomes.

We have developed a *record of success* in serving both public and private sector clients for policy and land use planning, environmental analysis, land development, transportation, and public infrastructure.

Kimley-Horn is a full-service planning, environmental, and engineering consulting firm that has been providing services to public and private clients nationwide since our founding in 1967. We offer the City of Scotts Valley a staff of experienced planners, public policy specialists, and environmental analysts working within a collaborative environment. Annually ranked as one of the largest multidiscipline firms in the nation, Kimley-Horn has more than *500 planning and design professionals in 11 offices throughout California*.

Our Housing Element team includes policy and environmental planners with years of experience successfully interpreting and implementing State housing legislation to achieve HCD certification for jurisdictions across California. Our team includes housing element and planning specialists that work daily with public sector clients, providing hands-on, turnkey services to cities, counties, and other state and local agencies throughout California.





With this experience, we have developed a deep understanding of the HCD certification process and utilize our longstanding relationship with HCD to our clients' advantage. **We are proud to be able to say that every Housing Element we've worked on has achieved certification by HCD!**

Relevant Areas of Expertise

Kimley-Horn provides a full range of planning and environmental services to counties, municipalities, and other state and local agencies as well as private entities throughout California. Our services include:

ENVIRONMENTAL 	PLANNING 	DESIGN 
• CEQA • NEPA • Traffic and Parking Impact Analyses • Hazardous Materials Site Assessments • Hydrology and Hydraulics • Water Quality Management Plans	• General and Specific Plans • Community Engagement • Mobility Planning • Housing Elements • Entitlement Processing • Zoning Codes • Feasibility Studies	• Urban Design • Landscape Architecture • Master Planning and Entitlements • Community Infrastructure and Utilities

Planning Services

The Kimley-Horn planning team consists of seasoned professionals in the preparation of Housing Elements, General Plans, development regulations and zoning codes, design guidelines, and master plans for various public clients on projects involving a variety of municipal issues. Our staff is involved in all aspects of projects for our clients, including public participation, community visioning, regulatory and policy planning, entitlements, specific plans, land use scenario planning, implementation strategies, cultural and natural resources, and intergovernmental coordination. We are experienced in providing multi-agency project facilitation, and in working with community groups, special interests, and local decision-makers to successfully lead projects through the approval process. In addition, our team has positive ongoing relationships with state agency staff, including HCD.



General Plans and Specific Plans

Kimley-Horn has prepared General Plans and General Plan Updates for numerous jurisdictions throughout California and is well-versed in legislative requirements, including SB 1241, AB 1358, the Complete Streets Act, AB 32, and SB 375. General Plan Housing Element Updates trigger compliance with several new state planning laws. In particular, SB 1241 (Kehoe) requires the jurisdictions to address fire risk in state responsibility areas (SRA). Since 2012, our General



Vallco Town Center Specific Plan, Cupertino, CA



Innovation in Green
Community Planning

Plan Updates have included evaluation of wildland fire risk and appropriate updates to policies and programs.

Kimley-Horn also has extensive experience in the development of Specific Plans, focused on existing urbanized and green-field environments. Our plans provide for customized development, design guidance, development standards, and entitlement procedures. Additionally, our experience includes the development of public improvements such as streetscape/urban design, infrastructure, parking facilities, and community amenities.

Land Use Planning and Zoning

Kimley-Horn's long history of land planning encompasses planned communities, shopping centers, office complexes, infill development and major mixed-use developments. As part of our pre-development services, we provide an analysis of each property for its highest and best use given current and future markets, investigate existing regulatory constraints, and explore alternative development concepts. Our land use regulatory specialists have also successfully updated zoning policy for multiple public agencies. Our team has authored comprehensive updates to zoning/development codes and provided tailored amendments, such as overlay zones, mixed-use development standards, affordable housing, and transit-oriented development.



Environmental Assessment Services

Kimley-Horn provides a full range of environmental services for projects requiring California Environmental Quality Act (CEQA) review. Our environmental compliance managers have worked on numerous complex, multidisciplinary projects requiring technical knowledge, creative solutions for design modifications or mitigation, public outreach, transparent communication, and a thorough understanding of local, state, and federal regulations. This includes the evaluation of public policy programs, including Housing Element Updates, General Plans, Specific Plans, and zoning codes.

Kimley-Horn's environmental documents are supported by in-house professionals with experience in civil engineering, land development, hydrology, water quality, water and wastewater, traffic analysis, transportation planning, aviation, landscape architecture, and geographic information systems (GIS).

Kimley-Horn produces environmental documents that are sensitive to the public's concern for resource protection and community impacts as well as to the real-world issues associated with the cost and feasibility of implementing mitigation programs. Our team draws on years of experience with public works improvements to develop understandable documents and to assess project designs that minimize impacts to the natural environment and community.

Whether our role is to prepare CEQA or National Environmental Policy Act (NEPA) documents and technical studies, or to peer-review this information, we understand the inherent complexities of processing projects through the environmental processes.

On all environmental projects, we work extensively with our internal partners, agency staff, and clients to create the appropriate technical approach for the document and scope of related technical studies. Our staff has an excellent track record of preparing thorough, legally defensible CEQA documents that are capable of withstanding challenge.



2. Housing Element Experience

City of Scotts Valley, Housing Element (5th Cycle)

As part of our work on updating the City's General Plan, Kimley-Horn prepared the latest update to their 2018-2023 Housing Element. The project included an analysis of existing and new opportunity sites with a focus on available vacant and underdeveloped parcels in proximity to the City's planned Town Center which includes a regionally-serving transit center.

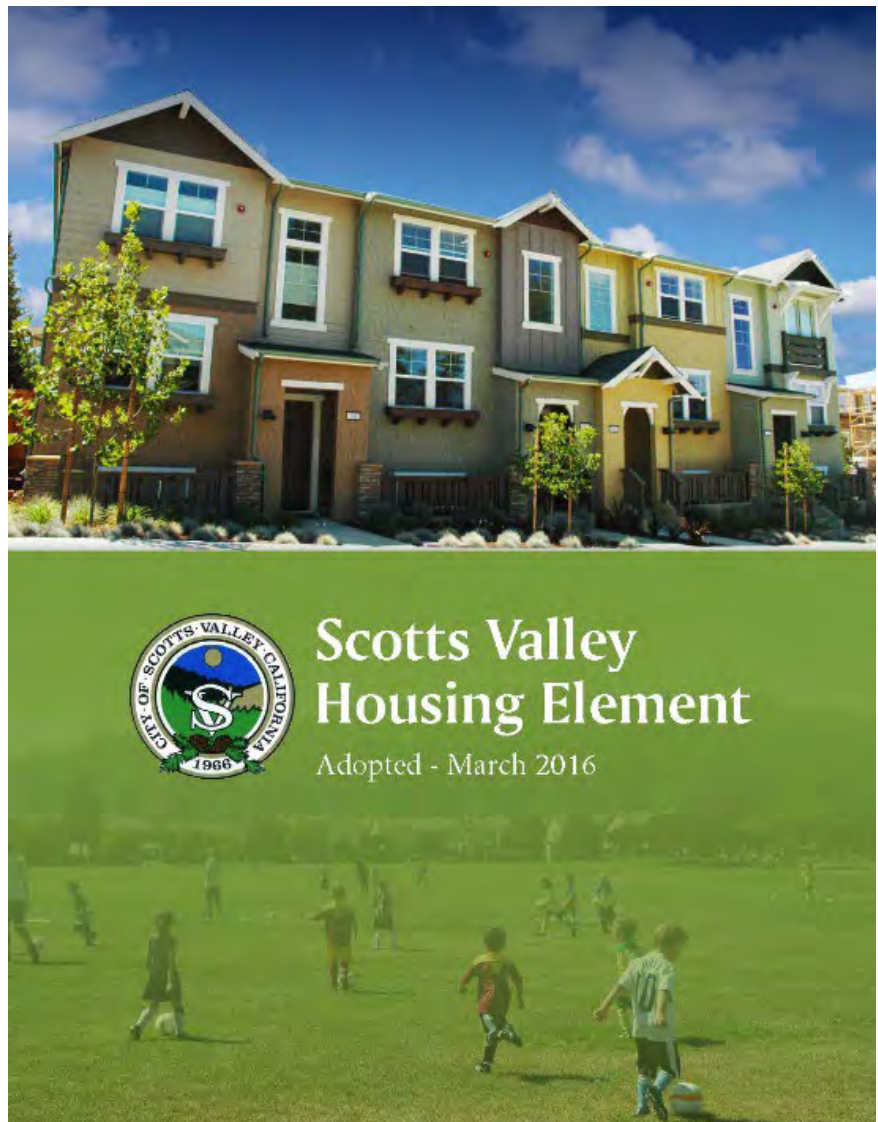
Team Members: Bill Wiseman – Project Manager, Dave Barquist – Principal-in-Charge

Dates: 2013 – 2015

Contract Value: \$75K

Reference: Taylor Batman, Planning Director, 831.440.5630, tbateman@scottsvally.org

5th Cycle: <https://www.scottsvally.org/261/General-Specific-Plans>



City of Capitola, Housing Element (5th Cycle)

Following our work on updating the City's General Plan, Kimley-Horn prepared the 5th Cycle Housing Element update for the City of Capitola.

Team Members: Bill Wiseman – Project Manager, Dave Barquist – Principal-in-Charge

Dates: 2013- 2015

Contract Value: \$37K



City of Capitola
HOUSING ELEMENT

The City of Capitola is in the process of updating the State-required Housing Element

Please join us at the upcoming community workshop event:

Workshop date: Wednesday, March 4, 2015 at 6:00pm

The event will be held at: City Hall Community Room
420 Capitola Avenue
Capitola, CA 95010

Included in this workshop will be:

- Purpose and intent of the Housing Element;
- Why and how often the Housing Element is updated;
- The contents of the Housing Element;
- The process for adoption; and
- Benefits of Housing Element certification.

If you have any questions or would like additional information, please contact Richard Cronow at (831) 475-7300 or visit the Community Development Department at Capitola City Hall.



City of Capitola
2015-2023 HOUSING ELEMENT
HCD Certification Submittal Draft

City of Dublin, Housing Element (6th Cycle)

Kimley-Horn is currently preparing the 6th Cycle Housing Element Update for the City of Dublin. The City's previous Housing Element focused on a considerable allocation of future housing in the downtown Specific Plan area (previously prepared by Kimley-Horn). New state laws will require a review of qualified housing sites throughout the City. Using the City's GIS data and current demographic data, Kimley-Horn is preparing a comprehensive constraints analysis that may ultimately require the rezoning of additional properties to meet the City's RHNA housing allocations requirements. Given these potential changes, Kimley-Horn is working closely with City staff and the City Council (in a series of study sessions) to inform the planning process.

Contract Value: \$403K

Reference: Michael Cass, Principal Planner, 925-833-6610, michael.cass@dublin.ca.gov



City of Brentwood, Housing Element (6th Cycle) and EIR

Kimley-Horn is currently preparing the 6th Cycle Housing Element Update for the City of Brentwood. Given the fact that the City is relatively built-out and annexation is not considered a viable option, infill development in the City's downtown, along the Brentwood Boulevard Specific Plan area, and in the City's envisioned Innovation Center master plan area will be the key focus areas in providing affordable housing to meeting their RHNA allocation.

The project includes updates to the City's Housing and Safety Elements and preparation of a programmatic EIR.

Project website (designed and maintained by Kimley-Horn):

<https://brentwoodhousingelement.com/>

Dates: 2021 – Current

Contract Value: \$500K

Reference: Erik Nolthenius, Planning Manager, 925-516-5137, enolthenius@brentwoodca.gov

Housing Element Update

This website is translatable! Use the button below.

Select Language

Home Events Resources FAQ Contact Us

Community Survey Open and Available

Background on Housing Element Update

The Housing Element is a required chapter of the City's General Plan. It establishes policies and programs that guide the development of housing over an 8-year period (also referred to as a Planning Cycle). State law requires all California jurisdictions update their Housing Elements every 8 years and receive certification from the California State Department of Housing and Community Development (HCD). Certification ensures Housing Elements are in substantial compliance with State housing law.

The City is currently in the process of updated its 6th Cycle Housing Element Update for 2023-2031 Planning Period. The update process will involve:

Key Dates

MAR 21	Land Use and Development Committee (LUD) Meeting
APR 14	Joint City Council and Planning Commission Community Meeting
JUN 10	Online Survey Closes

[More Events](#)

2023-2031 Housing Element Update

Joint Planning Commission and City Council Meeting

Time: 6:00 PM
Date: Thursday, April 14, 2022
Location: Virtual - Zoom

City of Encinitas, Housing Element (5th Cycle and 6th Cycle)

Kimley-Horn assisted the City with their Housing Element Updates for the 5th and 6th Cycle planning periods. Kimley-Horn worked extensively with City staff, elected official, legal counsel, HCD and the public to develop policy solutions. The most recent 6th Cycle Element was certified by HCD. Aside from completing the technical analysis associated with updating a Housing Element, the process included numerous outreach events, including stakeholder meetings, community forums, open houses, and public working sessions. Each and every step of the process included components to inform and engage the community to ensure that their feedback is incorporated into the Housing Element Update whenever feasible.

Team Members: Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst

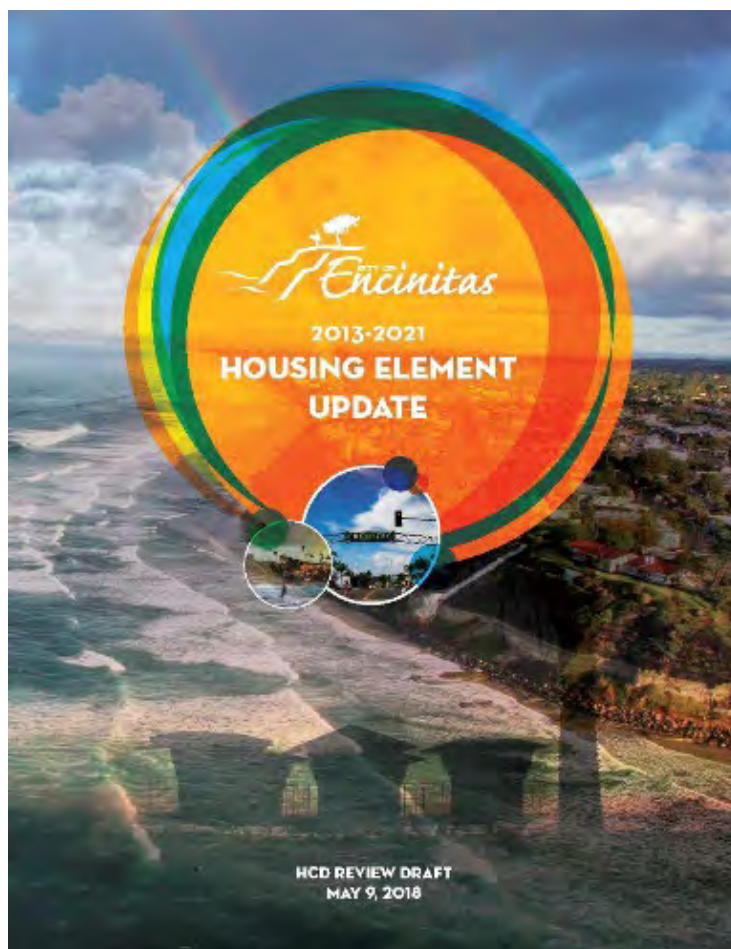
Dates: 2017 – Current

Contract Value: \$177K

Reference: Jennifer Gates, AICP, Principal Planner, 760.633.2714, jgates@encinitas.gov

5th Cycle: <https://encinitasca.gov/Housing-Plan-Update-2019>

6th Cycle Draft: <https://encinitasca.gov/I-Want-To/Housing-Plan-Update/Housing-Update-2021-2029>



City of Del Mar, Housing Element (6th Cycle), Del Mar, CA

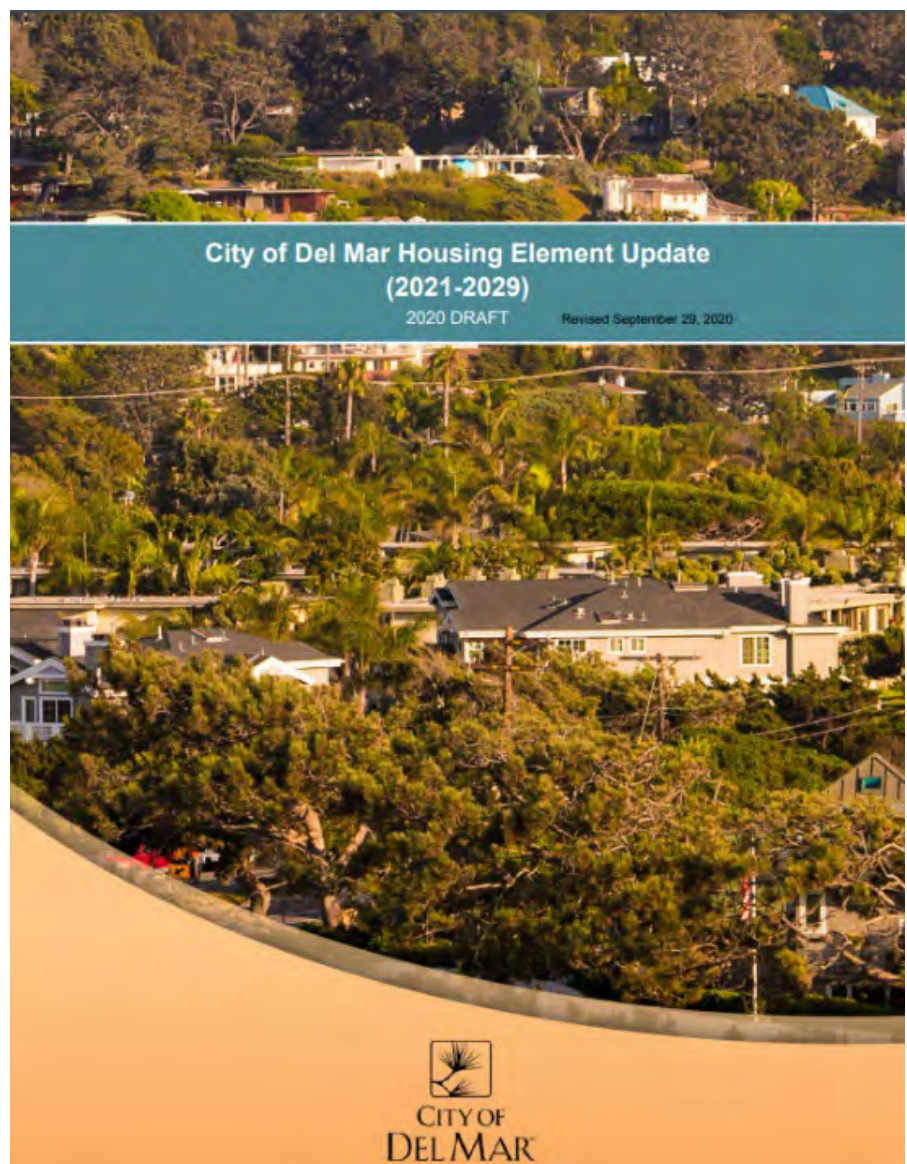
Kimley-Horn is currently completing the update to the City of Del Mar's 6th Cycle Housing Element. Our team is responsible for evaluating the status of the City's housing programs, updating housing affordability information, analysis of household characteristics, and review of the land inventory available to produce new housing in this community.

Team Members: Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Ines Galmiche – Planning Analyst

Dates: 2019 – Current

Contract Value: \$400K

6th Cycle Draft: <https://www.delmar.ca.us/DocumentCenter/View/7143/Draft-6th-Cycle-Housing-Element-Update-2021-2029>



City of Rialto, Housing Element Mid-Cycle Update (5th Cycle and 6th Cycle), Rialto, CA

Kimley-Horn assisted the City of Rialto with the 2014-2021 Housing Element Update, Mid Cycle Housing Element Update and is currently in HCD review for the 6th Cycle Housing Element. The City missed the statutory deadline to complete their 5th cycle Housing Element and completed the Housing Element to meet requirements of AB 1233. Kimley-Horn assisted the City with an updated land inventory analysis to accommodate both the 4th cycle and 5th cycle RHNA needs of the City. The update includes revisions to the City's housing profile, updated governmental and non-governmental constraints to the development of housing, a progress report on the performance of the existing Housing Element, and a revised Housing Plan.

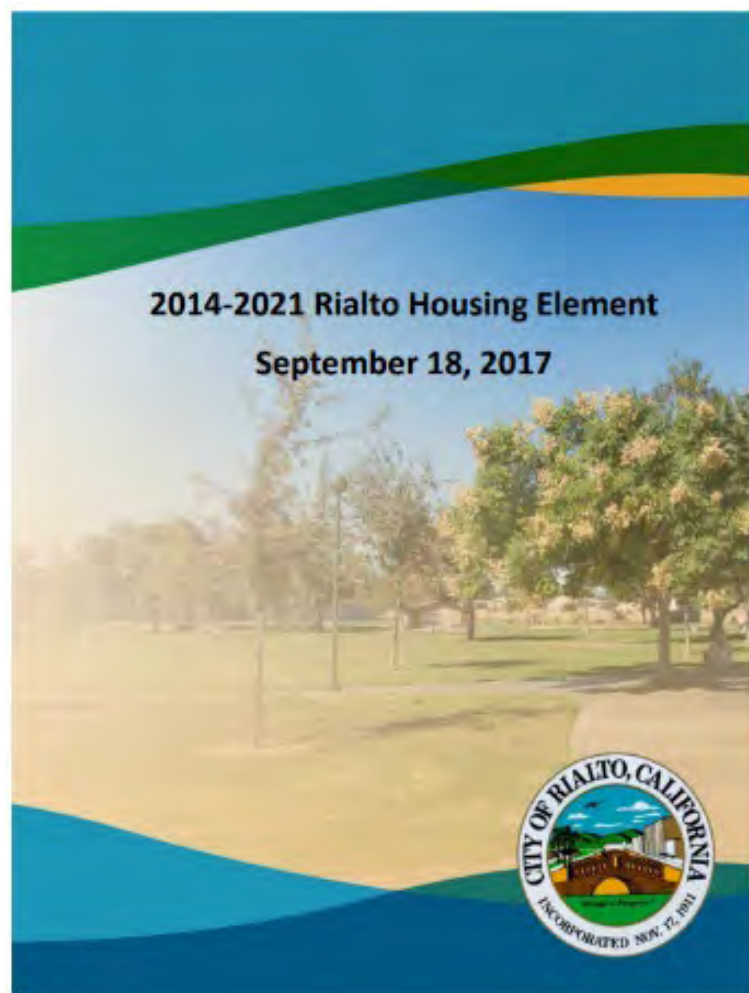
Team Members: Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst

Dates: 2016 – 2020

Contract Value: \$72K

Reference: Siri Champion, Planning Manager, 909-820-2505, schampion@rialto.ca.gov

5th Cycle: <http://yourrialto.com/wp-content/uploads/2017/11/Final-Draft-2014-2021-Rialto-Housing-Element.pdf>



Other Recent Housing Element Experience

The following is a representative list of Housing Element update projects prepared by Kimley-Horn staff, organized chronologically, that are in process or have been certified by HCD.

Representative Sample of Housing Element Experience	
Housing Element	Cycle/Year Certified
Anaheim	6 th Cycle – In progress
Arcadia	6 th Cycle – In progress
Dublin	6 th Cycle – In progress
Brentwood	6 th Cycle – In progress
Coronado	6 th Cycle – In progress
Calimesa	6 th Cycle – In progress
<u>Calexico</u>	6 th Cycle – In progress
Del Mar	6 th Cycle – In progress
Encinitas	6 th Cycle – In progress
Filmore	6 th Cycle – In progress
Hemet	6 th Cycle – In progress
Huntington Beach	6 th Cycle – In progress
Newport Beach	6 th Cycle – In progress
Menifee	6 th Cycle – In progress
Murrieta	6 th cycle – In progress
Orange	6 th Cycle – In progress
County of Orange	6 th Cycle – In progress
Pico Rivera	6 th Cycle – In progress
Solana Beach	6 th Cycle – In progress
Rialto	Mid-Cycle Update
Fountain Valley	5 th Cycle – 2014
Fontana	5 th Cycle – 2014
Orange	5 th Cycle – 2014
Anaheim	5 th Cycle – 2014
Montclair	4 th and 5 th Cycle – 2014

Representative Sample of Housing Element Experience	
Housing Element	Cycle/Year Certified
Indian Wells	5th Cycle – 2014
Hemet	5th Cycle – 2014
La Mirada	5th Cycle – 2014
Arcadia	5th Cycle – 2013
El Monte	5th Cycle – 2013
Artesia	4th Cycle – 2011
Salinas	4th Cycle – 2011
Gilroy	Found Compliance by HCD 2011
Antioch	4th Cycle – 2010
Carmel	4th Cycle – 2010
Fontana	4th Cycle – 2010
Fullerton	4th Cycle – 2010
Los Alamitos	4th Cycle - Certified 2010
Lynwood	4th Cycle - Certified 2010
Orange	4th Cycle - Certified 2010
Placentia	4th Cycle - Certified 2010
Saratoga	4th Cycle - Certified 2010
Anaheim	4th Cycle - Certified 2009
Indio	4th Cycle - Certified 2009
Stanton	4th Cycle - Certified 2009
Chula Vista	4th Cycle - Certified 2007

3. Approach and Methodology

The City of Scotts Valley is requesting the services of a highly experienced Housing Element consultant to assist with completing the state-mandated Housing Element Updates. The 6th Cycle Housing Element must be updated to comply with the current Regional Housing Needs Assessment (RHNA) process and new statutory requirements. Kimley-Horn will provide seasoned technical specialists to achieve certification by HCD and approval by each respective City Council within the timeframe established by state law. Our approach provides the necessary tasks to achieve statutory compliance, while providing a locally-based policy document that reflects the visions and values of the City of Scotts Valley.

Our approach reflects adherence with state mandated deadlines and provides a sufficient level of schedule buffer to proactively address potential issues with HCD. Additionally, due to the limited funding and financing resources currently available to the City for housing-related activities, a certified Housing Element may help to meet eligibility requirements for future state housing funds, grants, and other financial assistance. **Our strategic approach considers policies and programs that can maximize each City's potential for acquiring grants and other alternative for funding and financing sources.**



AMBAG RHNA Allocation for the City of Scotts Valley

The Association of Monterey Bay Area Governments (AMBAG) prepares the Regional Housing Need Allocation (RHNA) plan for Monterey and Santa Cruz counties. The RHNA plan establishes the total number of housing units that each city and county must plan for within an eight-year planning period. The amount of housing a region must plan for is largely determined by the California Housing and Community Development Department's (HCD) housing need assessment.



Per the table below, HCD has identified a regional need of 33,274 housing units through 2031 in the AMBAG region.

<u>Income Category</u>	<u>Percent</u>	<u>Housing Unit Need</u>
Very-Low*	23.6%	7,868
Low	15.5%	5,146
Moderate	18.5%	6,167
Above-Moderate	42.4%	14,093
Total	100.0%	33,274
* Extremely-Low	13.1%	Included in Very-Low Category

Income Distribution:

Income categories are prescribed by California Health and Safety Code (Section 50093, et. seq.). Percents are derived based on Census/ACS reported household income brackets and county median income.

Capitola's RHNA obligation during the 2015 - 2023 housing cycle was 140 total units. The Association of Monterey Bay Area Governments (AMBAG) Board of Directors approved the draft of the 2024-2031 RHNA methodology in April 2022. The draft methodology is currently under review by HCD. Within the draft methodology, the City's RHNA obligation for the 6th housing cycle is **1,220** units. The previous sites inventory will have to be updated to account for this large increase in units within the 6th Cycle RHNA.

Understanding of Local Context

Unique from prior Housing Element planning cycles, new state legislation has significantly heightened the consequences of not having a certified Housing Element and empowers the state to implement a variety of remedies, such as the provisions of AB 72, SB 35, among others, to monitor progress and potentially de-certify Housing Elements if they fail to comply with adopted policies/programs in a timely manner.

To develop effective housing policy, it is important to fully understand the key planning issues in a community. While the Housing Element is a state-mandated policy document, its policy program is a statement of the City's vision and community values. During the community engagement process, each City's unique planning issues will be identified and policy solutions explored.

Kimley-Horn understands that the 6th Cycle Housing Element Update will substantially differ from the 5th Cycle Update due to new statutory requirements and typically significantly increased RHNA allocation of units compared to the 5th Cycle allocation.

This will require the identification of infill opportunities in residential and non-residential areas. In some cases, a city has identified specific parcels or planning areas in their existing Housing Element that may facilitate infill and mixed-use development in targeted areas. However, many of these sites do not meet the statutory requirements to identify them as appropriate for lower income households. Some cities have specific zoning designations which allows development at or above densities that may be appropriate for lower income housing. As a result, the City of Scotts Valley may be required to employ other solutions to facilitate the development of lower income housing to demonstrate the ability to accommodate their state-allocated RHNA need by income category.



Community Engagement

Kimley-Horn recommends a targeted outreach effort to assist the public, stakeholders, and elected/appointed officials in understanding the update process, its implications, and the various methods of achieving compliance with state Law.

Community engagement in the Housing Element planning process is an important component to an effective and easily implemented policy program. Kimley-Horn's extensive community outreach experience enables our team to develop effective outreach strategies that achieve community-based support to accurately identify current issues, and craft policy that is responsive to the City of Scotts Valley's housing needs.



COVID-19 Constraints

Our team is well-versed in conducting outreach in the current COVID-19 environment. We understand the potential limitations on social gathering and how that can have a demonstrated effect on the level of participation in the planning process. We understand that given the current status of COVID 19, we must be very flexible in our outreach process to pivot from in-person to virtual formats in a seamless fashion. We have employed this in most all of our current 6th Cycle outreach processes. Kimley-Horn has employed a number of strategies to enhance community engagement, including use of surveys, online meetings, webinars, and live event feeds to encourage participation. Because these restrictions are based on the community and county guidance, we work to find the most appropriate engagement strategies that are customized to the City of Scotts Valley at the outset of the planning process.

Proactively Engaging with HCD

Kimley-Horn believes it is prudent and sound professional practice to involve HCD staff from the initial stages of the update process. Kimley-Horn has enjoyed a long-term and positive professional relationship with HCD staff. Our approach has been to consult with HCD from the very beginning of the Housing Element update process. This includes direct and ongoing communications, informal discussion on policy and programs, and the identification of potential issues within the existing Housing Element. Kimley-Horn continues this interaction with HCD throughout the Housing Element Update process to resolve any issues and make certification a seamless process.

Compliance with State Housing Law

The City of Scotts Valley's Housing Elements must comply with State Housing Element Law to achieve certification by HCD. Kimley-Horn provides the City of Scotts Valley with a thorough understanding of Housing Element Law, **and most importantly, how HCD interprets the law.** This will assist City staff and elected officials in understanding the implications of non-certification.

Kimley-Horn will evaluate existing available land resources to accommodate this projected need in compliance with the statutory requirements of **AB 2348** and **AB 1397**. New requirements applicable to adequate site analysis is a significant issue that should not be understated. Kimley Horn's recent application of these statutory requirements has facilitated the development of an effective approach to identifying, evaluating, and selecting appropriate sites. We utilize unique tools and software, such as UrbanFootprint, to identify and evaluate candidate sites to accommodate future RHNA allocation requirements.

Any substantial increase in the RHNA allocation requires the City to accommodate additional housing opportunities to meet the need for each income category. Additionally, new statutory requirements (e.g., **AB 1397**) limit the use of sites from previous Housing Elements and introduce new sites suitability analysis may result in the City's inability to meet the 6th Cycle RHNA need under current policy conditions. This may require the evaluation of alternative options to accommodate growth needs, including existing non-residential land and infill development opportunities to address RHNA shortfall.



As part of the 6th Cycle update, the City of Scotts Valley will be required to comply with new state law to Affirmatively Further Fair Housing (AFFH), which addresses the equitable dispersion of affordable units throughout the City and the preservation of existing “at-risk” affordable housing stock. Kimley-Horn has recent experience working with HCD, local jurisdictions, and communities to interpret and fairly apply recent AFFH guidance during the 6th Cycle planning period. Our recent experience working on past and current Housing Elements will benefit, as we understand how to address and analyze these new requirements.

New Legislative Requirements

The State of California’s passing of numerous housing bills since 2017 is indicative of a significant trend towards increasing the expectations and accountability on local governments to facilitate housing statewide. In our recent experience, Kimley-Horn can testify to the validity of the state’s newer, more aggressive approach to Housing Element compliance.

The new housing laws are indicative of a significant trend towards *increasing the expectations on local governments* to make their contributions to meeting state housing needs.

The State of California enacted a series of comprehensive packages of new housing laws in 2017, 2018, and 2019 that are intended to achieve three basic goals:

- Streamline Housing Development Process
- Accountability and Enforcement of Housing
- Creation and Preservation of Housing

Significant additional changes in State law have been adopted in 2020 and 2021 address a variety of housing considerations, including Accessory Dwelling Units, amendments to approval processes, subdivision of parcels, objective design standards, limitations on parking, duplex provisions, among others that will affect the development of programs and policies for the 6th Cycle.

A variety of new laws have been adopted that will influence a jurisdiction’s policy and program considerations. The table in *Section 7 Legislative Considerations* of this proposal provides a summary of recently enacted laws and the methods/strategies and responses a jurisdiction can take to address them.

We have directly address the policy implications of recently enacted laws, negotiated with HCD, and developed workable policy and program solutions for our local government clients. This experience will enable more efficient review and negotiation with HCD during the certification process.

Kimley-Horn understands that much of the analysis for the Housing Element will rely on data from a variety of sources including U. S. Census American Community Survey, Department of Financing, Housing and Urban Development, each respective metropolitan planning

organization, and other federal state and local sources. Getting the most accurate picture of existing and future needs will require the utilization of the most currently available data.

Approach to Successful Update Process

Kimley-Horn will function as an extension of City of Scotts Valley staff throughout the planning process to reduce the need for unnecessary staff time and commitments to complete the Housing Element Update. The Kimley-Horn team will provide the City of Scotts Valley with primary leadership for conducting all aspects of the work effort. As your Housing Element consultant, we recognize that it is our responsibility to conduct the necessary analysis, assist in educating the community, local stakeholders, and elected officials, and use our knowledge and experience to assist in a successful update process.

Kimley-Horn will effectively manage all aspects of the Housing Element update process as outlined in our proposed scope of work including:

- Preparing a Housing Element Needs Assessment
- Facilitating community outreach and collaborating with City staff to identify key stakeholders
- Preparing all Housing Element components required by state law
- Serve as the primary point of contact with HCD
- Prepare a Public Review Draft Housing Element
- Prepare a Final Draft Housing Element based on public and agency comments
- Preparing a CEQA compliant document that is legally defensible and can be used as the primary “tiering” document for future projects
- Presenting the Final Draft Housing Element at public hearings before the Planning Commission and City Council
- Facilitating HCD collaboration throughout the certification process
- Final Adoption by the City Council

4. Scope of Work

Kimley-Horn and Associates, Inc. (Kimley-Horn) has prepared this Scope of Work for the City of Scotts Valley (City) to prepare the City of Scotts Valley's 2024-2031 Housing Element Update (the project).

Task 1 – Project Initiation

Project Kick-Off Meeting

Kimley-Horn will participate in a kick-off meeting with City staff to discuss the update process, answer questions, provide data, and exchange other important procedural aspects of the Housing Element Update. The meeting will address the following:

- Review/Modify Scope of Work and Schedule
- Define Outreach Methodologies
- Data Sharing/Exchanging
- Meetings and Public Engagement

Project Schedule

Kimley-Horn will develop and maintain a project deliverables schedule outlining major milestones, meetings, work products, community outreach events, subcommittee meetings, and public hearings. The project team will review HCD's proposed timeline for the SJCOG region to ensure that the City of Scotts Valley is on schedule throughout the Housing Element Update process. The project deliverables schedule will include all tasks within the Scope of Work and accommodate anticipated City and agency review times.

Initial Presentations to Planning Commission and City Council (Optional Task)

Kimley-Horn will conduct an initial orientation meeting, either separately or jointly, with the Planning Commission and the City Council. This meeting(s) will provide an overview of project including the scope of work, schedule, and State housing regulations and requirements.

Document Review

Kimley Horn will review City plans and policy initiatives that will help inform a future housing vision for the City of Scotts Valley. Plans and topics include but are not limited to the following:

- City of Scotts Valley 5th Cycle Housing Element
- AMBAG Regional Housing Needs Assessment
- City of Scotts Valley General Plan and EIR (as updated)
- Other existing studies, as identified by City staff

Kimley-Horn will be responsible for identifying and resolving any information gaps using existing available data sources. Kimley-Horn anticipates a "turnkey approach" for data

collection to the greatest extent feasible and will only request information that is proprietary to the City to minimize the work effort by City staff.

Design and Build Capitola Housing Element Update Website (Optional Task)

Kimley-Horn will design and build a web-based digital engagement platform that will be used as the central community/stakeholder portal for the project. A draft prototype will be reviewed with City staff to confirm and refine the organizational structure (i.e., site map), system functionality, administrative access, etc.

Deliverables:

- Kick-Off Meeting Agenda
- Kick-Off Meeting Minutes
- Project Schedule (updated as needed)
- Project Website (optional task)

Task 2 – Analyze Regional Housing Needs Assessment (RHNA)

Community Housing Survey #1 – Values and Priorities (Optional Task)

Kimley-Horn will create a web-based community survey to identify and evaluate community values and priorities for potential housing, housing goals, policies, and programs.

The community housing survey will provide tangible data that can be incorporated into the Housing Element to better understand community and stakeholder interests, help determine land use alternatives, and document the City's outreach efforts to HCD. Results of the survey will be incorporated into a draft and final baseline report. It will include chart and tables that quantify the survey results, a summary of key findings, and an appendix of all response comments.

Community Workshop #1 – Introduction and Policy Considerations

Kimley-Horn will facilitate the first community workshop to discuss the Housing Element update process. Kimley-Horn will prepare and deliver a PowerPoint presentation, informational handouts, visual aids, and other materials. Participants will identify challenges, issues, and opportunities for the Housing Element.

The meeting will introduce participants to the RHNA process, Housing Element requirements, legislative requirements and engage in the identification of policy considerations. A summary presentation of the results of the Community Housing Survey #1 – Values and Priorities will be provided highlighting survey findings and common themes, as well as the site inventory as provided by 21 Element, and refined in coordination with City staff.

Current Housing Element Assessment

As required by State law, Kimley-Horn will review and evaluate the City of Scotts Valley's current Housing Element and its programs. This task will include a review of the

appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the stated housing goal; the effectiveness of the Housing Element in attaining community housing goals and objectives; and the City's progress in implementing the Housing Element. The assessment will include the following information:

- Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation
- Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period
- Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies

Housing Needs, Constraints, and Resources Baseline Review

Kimley-Horn will assess housing needs, constraints, and resources. A population and housing profile will be conducted that analyzes population and household characteristics, special housing needs populations, and units at risk of converting to market rate units as required by new state law. Housing constraints will identify non-governmental, governmental, and environmental constraints that may have an effect on the future development of housing at all income levels. Housing resources such as availability of vacant land, zoning to accommodate RHNA growth needs, and capacities of available sites will be analyzed. Funding and financing resources available to address housing needs will be identified. New requirements pursuant to Affirmatively Furthering Fair Housing will be included.

Opportunities for energy conservation will also be analyzed as well as an in-depth analysis of fair housing issues, including new analysis required to comply with new statutory requirements to Affirmatively Further Fair Housing.

As required by new housing law, particularly **AB 1397**, and the City's RHNA allocation, the adequate sites analysis will be much more in-depth and detailed, particularly for site suitability for very-low and low-income RHNA categories.

Deliverables:

- Housing Element Data Resources Matrix
- Current Housing Element Assessment
- Draft and Final Housing Needs, Constraints, and Resources Baseline Review
- Adequate Sites Analysis Summary
- GIS Based Inventory of Sites
- Data Tables, Maps, and Relevant Text
- Community Workshop #1 Presentation and Handouts

Task 3 – Land Use Strategies – Prototype and Testing

This phase will utilize the analysis from the Baseline Review, the Community Housing Survey #1 (optional task), and the Priority & Value Statement to develop up to three land use strategies that meet RHNA requirements. These land use strategies and policies will then be reviewed with the community and as part of a joint PC/CC study session.

Initial Land Use Strategies

Kimley-Horn will prepare up to three land use strategies that highlight different methods of achieving community values, including a qualitative and quantitative ranking of their consistency with these values. Tables, graphs, and figures will be used to visually understand each land use strategy including the total units achieved (by type) and the zoning and General Plan land use changes required.

Housing Policy Plan

As required by State law and taking into consideration the land use strategies described above, Kimley-Horn will develop a Draft Housing Policy Plan that constitutes the policy component of the Housing Element. Existing relevant policies will be supplemented by new policies and programs that address new Housing Element Law. Strategies will clearly indicate their relationship with the community values, total number of units, and criteria.

The Housing Policy Plan will identify policies and programs to address State law requirements regarding: 1) Conservation and Improvement, 2) Availability and Production, 3) Affordability, Removal of Constraints, and 4) Equal Housing Opportunity. Policies and programs will be supplemented by Quantified Objectives by income category.

Testing and Refinement

Community Workshop #2 – Land Use Strategies and Housing Policies

Results of the alternative land use strategies and initial draft housing policy plan will be compiled into a Land Use Strategies and Policy Report. A PowerPoint presentation summarizing this report will be presented at a second community workshop. Kimley-Horn will prepare a draft and final PowerPoint for review by City staff prior to the meeting.

Planning Commission/City Council Study Session

Kimley-Horn will prepare for and help facilitate a joint Planning Commission / City Council study session to review preliminary Land Use Strategies and Policy Report and associated comments received from the public. Kimley-Horn will prepare a draft and final PowerPoint for review by City staff prior to the meeting.

Draft Preferred Sites Accommodation Strategy

Based on feedback received from the community and the study session, Kimley-Horn will prepare a draft preferred sites accommodation strategy for review and comment by City staff.

Once complete, it this will constitute the project description for preparing the Housing Element and the environmental review.

This preferred strategy will include draft policies and programs,. It is understood that due to the iterative nature of this process, additional revisions will likely occur in response to further community feedback, HCD comments and environmental review.

Deliverables:

- Preliminary Draft Land Use Strategies for review with City staff
- Preliminary Draft Housing Policy Plan and for review with City staff
- Draft and Final Land Use Strategies and Policy Report
- Presentation for study session with the Planning Commission and City Council
- Draft Preferred Land Use Strategy

Task 4 –General Plan Consistency Amendments

A number of additional General Plan amendments may be necessary to ensure internal consistency of the General Plan and statutorily required implementation through code amendments. These may include revisions to the Land Use Element, Land Use Map Municipal Code amendments (rezones), and Safety Element as appropriate.

Because the level of effort required to make these General Plan amendments is currently unknown, a preliminary number of hours and budget estimate is shown on the attached budget. Based on the level of revisions required, this estimate may be subject to change pending project progression and discussions with City staff.

This scope of work assumes that revisions to the General Plan Circulation Element will not be required.

Land Use Element Revisions

Pursuant to various new statutes, including AB 1397, adequate sites requirements will require an in-depth analysis of adequate sites. If sites are not available to accommodate expected RHNA growth in the planning period, the City must provide a rezoning program to address unaccommodated need. As zoning must be consistent with the General Plan, similar updates to the General Plan land use designations will be required.

The Land Use Element Update will primarily rely on the necessary updates to the Housing Element to accommodate RHNA growth needs. Updates may include changes to the Land Use Element including new land use designations, revised descriptions of the purpose and intent of existing land use designations and additional land use considerations.

This element will describe the City's planning boundaries, including any revisions to the General Plan Land Use, Sphere of Influence, service area boundaries, and establish a strategy for growth

that reflects the community's vision and supports the Housing Element. Revisions to land use policy and land use designations will be based on these considerations.

Safety Element Revisions

Pursuant to newly adopted statutes, the General Plan Safety Element will be updated to address increased risks due to the effects of climate change, the risk of fire for land classified as state responsibility areas, and land classified as very high fire hazard severity zones. The review shall also address fire hazards, generally, to describe goals, policies, and objectives that protect the community from the unreasonable risk of wildfire. The effort will require coordination with CalFire and one community meeting.

Prior to the adoption of any amendments to the Safety Element, the Element will be sent (by City staff) for review and comment by a variety of local and state agencies, including the State Board of Forestry and Fire Protection, Department of Conservation, and local agencies that provide fire protection to territories in the City. To be approved by CalFire, the updated Safety Element must meet the requirements of the Board of Forestry's latest "General Plan Safety Element Assessment", including but not limited to Fire Hazard Severity Zone maps, information on historical wildfires, the location and distribution of existing and planned uses of land in very high fire hazard severity zones (VHFHSZs), and the local, state, and federal agencies with responsibility for fire protection. Depending on the agency. These reviews may require up to 90 days prior to any adoption by the City Council.

Deliverables:

- General Plan Consistency Memo that identifies sections of the City's current General Plan requiring update including revised/added text, tables, maps, and figures

Task 5 – CEQA Compliance

Kimley-Horn will prepare an Initial Study for the Housing Element concurrently with the Housing Element update process. Our approach assumes that no substantial land use changes will be proposed in the updated Housing Element; the sites inventory will identify capacity consistent with the General Plan land use policies and build-out projections.

To the extent possible, we will draw conclusions from prior environmental documentation conducted for the General Plan and Housing Element update completed within the last few years and any Specific Plans or other planning documents that address housing.

Kimley-Horn assumes adoption of an Initial Study (IS)/Mitigated Negative Declaration (MND). The IS/MND will include a project description, location, environmental checklist, analysis of potential environmental effects, methods for mitigating significant effects, and an analysis of consistency with existing plans and land use controls. This scope of work assumes that no technical studies will be required and that the Initial Study will rely on policy language to demonstrate less than significant impacts.

Kimley-Horn anticipates two review cycles of the Screencheck/draft IS/MND, with an approximate two weeks for staff review. Once City staff has reviewed and commented on the Screencheck Drafts, Kimley-Horn will modify as directed.

This scope of work assumes that the City will prepare the Notice of Determination (NOD) following the adoption of the Housing Element by the City Council. This includes preparing the necessary mailings, and circulation of environmental documentation and payment of all required fees.

Deliverables:

- Notice of Preparation
- Administrative Draft Initial Study/Negative Declaration
- Screencheck Draft Initial Study/Negative Declaration
- Public Review Draft Initial Study/Negative Declaration (electronic suitable for City website posting)

Task 6 – Draft Housing Element

Kimley-Horn will prepare an internal Administrative Draft, Public Review Draft, and Draft Final Housing Element.

Administrative Draft Housing Element

Kimley-Horn will prepare and submit an Administrative Draft Housing Element to the City for review. The Administrative Draft will be a complete draft and include all required components of a Housing Element, as described in prior tasks, and will include all tables, maps, and graphics. It is assumed the City will provide one set of consolidated comments on this Administrative Draft.

Public Review Draft

Kimley-Horn will prepare a Public Review Draft Housing Element based on consolidated City comments on the Administrative Draft. Kimley-Horn will address any identified issues and make necessary revisions prior to formal submittal to HCD.

HCD Submittal Draft

Once the Public Review Draft Housing Element is complete, it will be submitted to HCD for an initial 60-day review. Kimley-Horn will prepare a transmittal letter and Completeness Review Checklist detailing how the Public Review Draft Housing Element meets state law requirements. It is assumed the City will sign the transmittal letter and transmit to HCD for review.

Response to Comments

Kimley-Horn will prepare appropriate responses to applicable public and agency comments (including HCD) on the Public Review Draft Housing Element. Based on new requirements, third

party interest, and the general nature of the topic, the City should be prepared to receive considerably more comments from the public and other stakeholders during the sixth cycle.

Final Housing Element

Following one round of review by HCD, Kimley-Horn will revise the HCD submitted Public Review Draft Housing Element. This Final Draft Housing Element will be presented at public hearings before the Planning Commission and City Council.

Deliverables:

- Administrative Draft Housing Element (3 hardcopies + electronic)
- Public Review Draft Housing Element (12 hardcopies + electronic)
- HCD Streamline Review Checklist
- Final Review Draft Housing Element (12 hardcopies + electronic)

Task 7 – Plan Adoption

Public Hearings

Kimley-Horn assumes participation at one public hearing before the Planning Commission and one public hearing before the City Council. Kimley-Horn will prepare and present a PowerPoint presentation, assist in drafting staff report language, and respond to questions at each of the public hearings.

Deliverables:

- Electronic copies (in PDF format) of draft presentations for Public Hearings

Final Housing Element/HCD Certification

Based on the City Council direction, Kimley-Horn will make final revisions and prepare a Final Housing Element for transmittal to HCD for final certification. Kimley-Horn will maintain ongoing communication with the State until the Final Housing Element is officially deemed certified.

Task 8 – Meetings and Project Management

This task assumes attendance by Kimley-Horn staff at the following virtual and in-person (hybrid) meetings:

- Project Kick-off Meeting (1)
- Project Team Coordination Meetings (4)
- Project Team Conference Calls (4)
- Community Meetings (2)
- Draft Housing Element Community Meeting (1)

- Adoption Public Hearings (2)

This scope of work assumes that Kimley-Horn's role at the public meetings will be to provide support to the City in answering questions and providing general guidance and recommendations, Kimley-Horn will not be responsible for providing presentation materials, Attendance at public meetings/hearings assumes preparation of one PowerPoint presentation.

Project Management

In addition to the research, analysis, communications, and report writing tasks described above, Kimley-Horn will perform a project management duties to ensure that the Housing Element update and Subsequent EIR meets the Client's standards of quality, and that it is delivered on time and within budget, These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by Kimley-Horn and the technical editor for all deliverable products.

Budget and Schedule

A draft budget is attached separately. All work will be performed on a not-to-exceed price and is valid for a period of 90-days from the date of this proposal.

Kimley-Horn is committed to working with City staff to refine both to tailor the project that best suits your needs and objectives. We anticipate that this scope of work, budget, and schedule will be refined based on further discussions.

A project schedule is shown below illustrating Final House Element adoption by Capitola City Council and HCD Certification by the required December 2023 deadline.

Project Assumptions

In addition to any assumptions noted above, the scope and associated costs are based on the following assumptions:

General

1. The cost estimate includes meetings described in this scope of work. Invoices to the Client will be based on actual hours billed per task and not percent complete.
2. The Client will provide Kimley-Horn will all technical materials, maps, project plans, GIS data, etc. as they become available. This scope of work assumes that all project plans and supporting technical studies to be prepared outside of this scope of work will be provided prior to preparation of any project deliverables and that no further modification to the data will be required.
3. No new technical analysis or preparation of technical reports will be required, other than those identified in this scope of work.
4. All technical studies provided to Kimley-Horn are assumed to be technically accurate and not require peer review by a technical expert. Unless specifically stated otherwise,

- Kimley-Horn's review of these technical studies will be limited to an assessment of their completeness necessary to prepare the work products identified in this scope of work.
5. Deliverables will be submitted to the Client in electronic (PDF) format and source files as identified in this scope of work.
 6. Client will act as a clearinghouse for comments on all administrative draft documents and will provide Kimley-Horn with a single, internally reconciled set of comments for each submitted draft document.
 7. There will be a single round of review and revision to all draft document deliverables. If Client feels that additional reviews are necessary, a contract amendment for additional work may be necessary, depending on the nature and circumstances associated with the additional changes (e.g. changes to the project description, additional technical analysis required, etc.). These changes can be characterized as being outside of the control or knowledge of Kimley-Horn and would not be considered reasonable from the standpoint of professional standards of service and appropriate due diligence.
 8. Revisions to screencheck documents will focus on typographical errors, formatting issues, and other minor edits. Such revisions will not include substantive content changes from the Client. Edits other than typographical and formatting may require discussion.
 9. The Client will be responsible for the preparation and distribution of all public notices and publications (e.g., web, newspaper) unless otherwise noted in this scope of work.
 10. The project budget is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget may be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 calendar days or more.
 11. The Client will be responsible for meeting logistics, including schedule coordination, public outreach, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.
 12. If applicable, the Client will be responsible for identifying and communicating with all stakeholders including on-going scheduling and coordination and distribution of all materials.
 13. Project schedule assumes timely review by the Client (no more than 15 working days) for all product deliverables. Outside review by the applicant or their representative(s) or Client designee; including legal review separate from Client staff, shall result in a modification to the project schedule.
 14. Kimley-Horn retains the right to make modifications to this scope of work based on changes to the project, change in regulatory requirements, or other factors outside of Kimley-Horn's control, and reasonably deemed acceptable by the Client.
 15. Kimley-Horn retains the right to transfer budget allocations between tasks to support completion of the work products, as needed, as long as the total budget is not exceeded. Shifts in task budget allocation will be at the discretion of Kimley-Horn's Project Manager.

CEQA Documents

16. The project schedule assumes that all architectural and engineering plans, as well as any technical studies required to prepare the project description will be provided to the Consultant within 30 calendar days of the execution of contract. A list of information needs will be provided at the project kick-off meeting and refinements to the list submitted within two weeks, based on review of received information. Furthermore, Kimley-Horn assumes that all technical studies required by the project applicant to address the respective environmental resource section(s) are provided at least two (2) months prior to release of the Public Review Draft EIR and that no further modifications, refinements or additions to the information will be required. Failure to meet these deliverables on the part of the applicant, and/or their consultants may result in a delay to the project schedule.
17. Because the extent of public and agency comments received on CEQA documents (e.g. Draft EIR) is unknown, the proposed budget includes a preliminary budget estimate of time to respond to comments. Kimley-Horn will consult with the Client after the evaluation of the comments to determine if the preliminarily budget estimate is sufficient.
18. Once the project description, baseline and alternatives are approved by the Client for analysis in the CEQA document, it is assumed that they will not change significantly thereafter. If changes requiring revisions to the CEQA document occur, an amendment of the budget may be warranted.
19. The project applicant will provide various technical reports (as noted) that will be used as supporting background information. This scope of work assumes that these reports will be sufficient in their accuracy and comprehensive in their level of detail sufficient for preparing the CEQA analysis. Kimley-Horn, and our sub-consultants (where applicable), will review the first draft of these documents. Should it be found that the information presented is not adequate (at the discretion of Kimley-Horn and the Client), and that additional substantive revisions are required, Kimley-Horn reserves the right to request additional compensation on a time and materials basis, per prior approval by the Client.
20. The CEQA statutes or guidelines may change during the course of this project, or legal decisions can alter the extent of the analysis needed. If amendments or decisions redoing work already performed or substantially increasing effort, a contract amendment may be warranted.

City of Scotts Valley Housing Element Update - 6th Cycle Project Schedule

TASK	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	2023															
1. Project Initiation																
Kick-off Meeting																
Project Schedule																
Document Review																
2. Analyze Regional Housing Needs Assessment																
Community Workshop #1 - Introduction and Policy Considerations																
Current Housing Element Assessment																
3. LU Strategies - Prototype and Testing																
Initial Land Use Strategies																
Housing Policy Plan																
Testing and Refinement																
Community Workshop #2 - Land Use Strategies and Housing Policies																
PC / CC Study Session																
Draft Preferred Land Use Strategy																
4. Other General Plan Amendments																
Code Amendments - Rezones																
Land Use and Safety Element Revisions																
5. CEQA Compliance																
Administrative Draft Initial Study																
Public Review Draft Initial Study																
6.Draft Housing Element																
Administrative Draft Housing Element																
Public Review Draft																
Draft Housing Element Community Meeting																
HCD Submittal Draft																
Response to Comments																
Final Draft Housing Element																
General Plan Consistency Amendments																
7. Plan Adoption																
Adoption Public Hearings (2)																
Final Housing Element / HCD Certification																
Project Team Coordination Meetings (4)																
Project Team Conference Calls (10)																
				Kimley-Horn / City Staff												
				Community Engagement / Public Meetings												
				Milestone												

City of Scotts Valley Housing Element Update - 6th Cycle
Project Budget

Labor	Total Hours	Total Cost
Task 1. Project Initiation		
Project Kick-off Meeting and Engagement (prep.)	8	\$2,160
Project Schedule	4	\$760
Document Review	8	\$1,520
		\$4,440
Task 2. Analyze Regional Housing Needs Assessment		
Community Workshop #1 - Introduction and Policy Considerations (prep.)	14	\$2,820
Current Housing Element Assessment	52	\$9,560
Housing Needs, Constraints, and Resources Baseline Review	144	\$26,720
		\$39,100
Task 3. LU Strategies - Prototype and Testing		
Initial Land Use Strategies	34	\$7,420
Housing Policy Plan	72	\$15,600
Community Workshop #2 – Land Use Strategies and Housing Policies (prep.)	10	\$2,060
Draft Preferred Land Use Strategy	24	\$4,880
		\$29,960
Task 4. Other General Plan Amendments		
Land Use Element Revisions	24	\$4,880
Safety Element Revisions	52	\$11,160
		\$16,040
Task 5. CEQA Compliance		
Notice of Preparation	6	\$1,600
Administrative Draft Initial Study	56	\$11,600
Public Review Draft Initial Study	14	\$3,250
Mitigation Monitoring Program	2	\$350
Figures/Graphics/QA-QC	20	\$3,960
		\$20,760
Task 6. Draft Housing Element		
Administrative Draft Housing Element	74	\$13,380
Public Review Draft	25	\$4,890
HCD Submittal Draft	13	\$2,610
Response to Comments	15	\$2,990
Final Draft Housing Element	16	\$3,240
		\$27,110
Task 7. Plan Adoption		
Public Hearings (2) (prep.)	6	\$1,460
Final Housing Element / HCD Certification	16	\$3,000
		\$4,460
Task 8. Meetings and Project Management		
Project Kick-off Meeting (1)	4	\$1,080
Project Team Coordination Meetings (4)	16	\$4,320
Project Team Conference Calls (10)	26	\$6,540
Community Workshops / Meetings (2)	24	\$5,360
Stakeholder Focus Group Meeting	4	\$1,400
Joint PC/CC Study Session (1)	16	\$4,320
Adoption Public Hearings (2)	8	\$2,800
Ongoing Project Management	48	\$12,960
		\$38,780
Labor Total		\$180,650
Expenses		
Direct Expenses Allocation (5% of labor)		\$9,033
Indirect Expenses (e.g. travel and accommodation)		\$2,500
Total Budget		\$192,183
Optional Tasks (Costs to Be determined based on Client preference)		
Housing Element EIR		\$75,000
Total with Optional Costs		\$267,183

5. Additional Information

Conflicts of Interest

Kimley-Horn has no conflicts of interest in connection with providing the services requested by the City of Scotts Valley. Should a potential conflict of interest arise while working on any task pertaining to the Housing Element Update, the City of Scotts Valley can be assured that Kimley-Horn will immediately address any potential conflict of interest with the City of Scotts Valley and resolve the matter in accordance with good professional ethics and standards.

Compliance with Terms & Conditions of the PSA

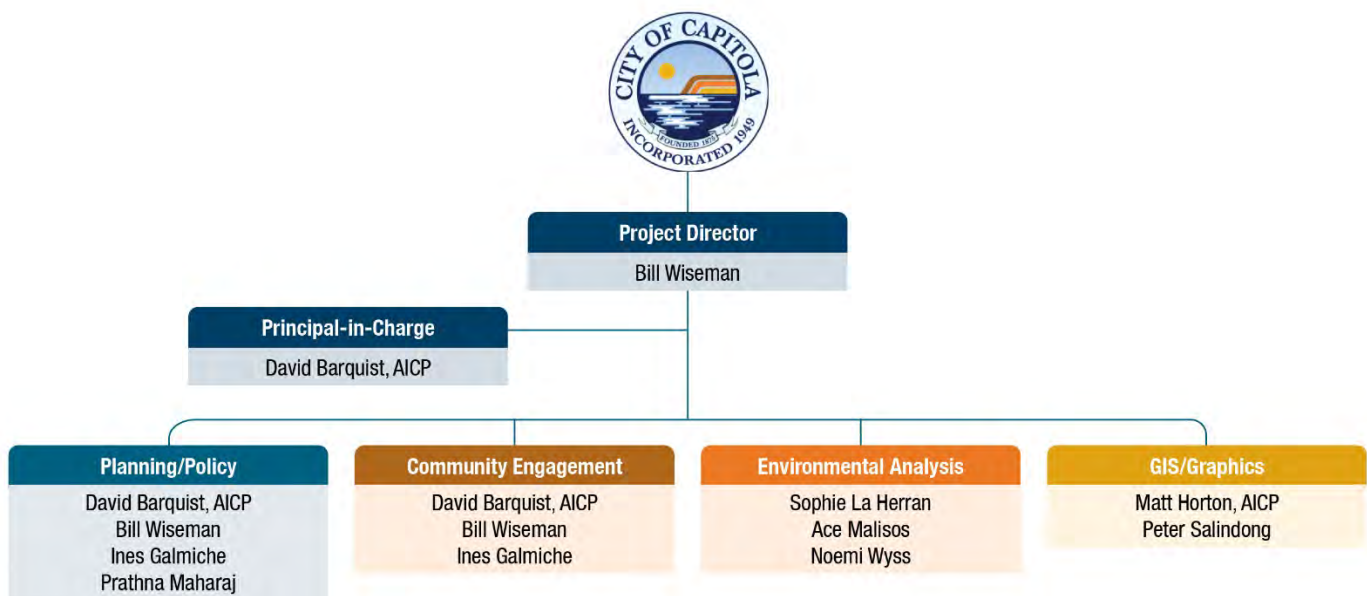
Kimley-Horn has reviewed the sample Professional Services Agreement and requests the following modifications.

Time of Performance: The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. All such work shall be completed no later than **December 31, 2021**. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default. Consultant shall not have liability for any delays, expenses, losses, damages or be deemed in breach which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies, however, Consultant agrees to assign additional staff in response to any factor outside its reasonable control if necessary and able to comply with the terms of this Agreement.

6. Project Team

Kimley-Horn offers a highly skilled, experienced, and responsive team of professionals that has a proven record of successfully working with cities, counties, and other municipalities throughout California to provide expert consultation on Housing Element requirements and policies as well as preparation of Housing Element Updates.

For the City of Scotts Valley, our team is led by project director **Bill Wiseman** and principal-in-charge **Dave Barquist, AICP**, who have experience and knowledge in providing policy and program analysis as well as successful coordination with HCD. They are supported by a highly integrated team that offers not only a depth of Housing Element knowledge, but demonstrated leadership in helping local agencies meet Housing Element requirements. We have included resumes for key team members on the following pages.



Bill Wiseman

Placemaking Practice Leader/Project Director



Bill has 34 years of national and international experience in policy, land use, and environmental planning. He is an accomplished designer and planner with experience in leading complex, large-scale urban projects, as well as those in more intimate suburban and neighborhood settings. He has managed numerous urban design, land use planning, downtown revitalization, economic development, and mixed-use projects in cities large and small in California, Washington, and Australia. He has extensive experience in managing the preparation general plans, specific plans, and environmental documents as well as providing entitlement support services. He is fully versed in the management of interdisciplinary technical teams that are often required to analyze multifaceted planning issues and comply with regulations.

A highly skilled facilitator, writer, and speaker, Bill often serves as a catalyst for critical thought and collaboration. Whether it's a community workshop or a client working session, he integrates multiple points of view and builds consensus to move projects forward for both private and public-sector clients, from large-scale master planning to site-specific entitlement.

Relevant Project Experience

- City of Scotts Valley, 5th Cycle Housing Element, Scotts Valley, CA
- City of Capitola, 5th Cycle Housing Element Update, Capitola, CA
- City of Scotts Valley, General Plan and EIR, Scotts Valley, CA
- City of Dublin, 6th Cycle Housing Element Update, Dublin, CA
- City of Brentwood, 6th Cycle Housing Element, Brentwood, CA
- City of Salinas, 4th Cycle Housing Element, Salinas, CA
- City of Capitola, General Plan & EIR, Capitola, CA
- City of Morgan Hill, Downtown Specific Plan, Morgan Hill, CA
- City of Dublin, Downtown Specific Plan and EIR, Dublin, CA
- City of Watsonville, VISTA 2030 General Plan EIR, Watsonville, CA

Professional Credentials

- Master of Urban Planning, University of Washington
- Bachelor of Arts, Economics, University of California Santa Barbara

Professional Organizations

- Member, American Planning Association
- Past President and Board Member, Association of Environmental Professionals, Monterey Bay Chapter

David Barquist, AICP

Principal-in-Charge, Planning/Policy, Outreach



Dave has over 30 years of public and private sector planning experience, including extensive policy and program analysis for local and regional Housing Elements that encompasses constraints and resources analysis, housing needs assessments, conditions surveys, and housing affordability studies. His experience includes direct involvement in the management and preparation of more than 50 Housing Element updates in all RHNA planning periods since the 1990s.

Relevant Project Experience

- City of Capitola, Housing Element Update, Capitola, CA
- City of Scotts Valley, Housing Element, Scotts Valley, CA
- City of Carmel, Housing Element, Carmel, CA
- City of Dublin, City Housing Element Update, Dublin, CA
- City of Fountain Valley, Housing Element, Fountain Valley, CA
- City of Anaheim, Housing Element, Anaheim, CA
- City of Orange, Housing Element, Orange, CA
- City of Placentia, Housing Element, Placentia, CA
- City of Encinitas, Housing Element Update, Encinitas, CA
- City of Montclair, Housing Element, Montclair, CA
- City of Oakley, Housing Element, Oakley, CA
- City of Indio, Housing Element, Indio, CA
- City of Del Mar, Housing Element Update, Del Mar, CA
- City of Lynwood, Housing Element Update, Lynwood, CA
- City of Stanton, Housing Element, Stanton, CA
- City of Chula Vista, Housing Element, Chula Vista, CA
- City of Novato, Housing Element Update and HCD Compliance, Novato, CA
- City of Arcadia, Housing Element, Arcadia, CA
- City of Hemet, Housing Element, Hemet, CA

Professional Credentials

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona
- American Institute of Certified Planners (AICP) #013476

Professional Organizations

- Member, American Planning Association

Ines Galmiche

Planning/Policy, Outreach



Ines is a planning analyst with experience in both the public and private sector. She specializes in sustainability and equity, and her work focuses on existing conditions analysis, policy review, and community outreach. Ines has experience in ensuring project compliance, engaging with the public, fair housing review, and candidate housing sites analysis.

Relevant Project Experience

- City of Dublin, City Housing Element Update, Dublin, CA
- City of Brentwood, Housing Element Update, Brentwood, CA
- City of Costa Mesa, Housing Element Update 6th Cycle, Costa Mesa, CA
- City of Newport Beach, Housing Element Update, Newport Beach, CA
- County of Orange, Housing Element, Orange County, CA
- City of Anaheim, Housing Element, Anaheim, CA
- City of Orange, Housing Element, Orange, CA
- City of Chino, Housing Element, Chino, CA
- City of Pomona, Housing Element, Pomona, CA
- City of Murietta, Housing Element, Murietta, CA

Professional Credentials

- Masters, Urban and Regional Planning, University of California, Irvine
- Bachelors, Sociology, University of California, Santa Cruz

Sophie La Herran

Planner/Environmental Analysis



Sophie provides support for all types of planning and CEQA documents, including housing elements, IS/MNDs, and EIRs for public improvements and private developments projects. Her work has included research, analysis, and preparation of Population and Housing, Land Use, Transportation, Aesthetics, Agricultural, Utilities, Public Services, and Cumulative resource sections. She has also provided support on Air Quality, Greenhouse Gas Emissions, Energy, and Acoustical Assessments. She has conducted noise measurements and noise contour calculations.

Relevant Project Experience

- City of Dublin, City Housing Element Update, Dublin, CA
- City of San Jose, 425 S. Winchester Boulevard Mixed-Use Project, San Jose, CA
- Woz Way Project, Mixed-Use Development, San Jose, CA
- Los Gatos Meadows, Senior Independent Living Development, Los Gatos, CA
- Los Angeles to Anaheim BNSF Project, Caltrans HSR, CA
- City of Oakland, East Cypress Corridor Specific Plan Planning Area 2 EIR, Oakley, CA
- City of San Jose, 1100 Williams Street Project, Industrial Development, San Jose, CA
- City of San Jose, Quinn Avenue Project, Warehouse/Office Development, San Jose, CA
- MTC, I-880 Winton Avenue Project, Roadway Improvements, Hayward, CA
- City of Gardena, Transit-Oriented Development Specific Plan Project, Gardena, CA
- Sacramento International Airport, SMF Master Plan Update and Cargo Facility Project, Sacramento, CA
- Town of Yucca Valley, Dominos Project, Yucca Valley, CA
- Woodland Park Mixed-Use Development, East Palo Alto, CA

Professional Credentials

- Bachelor of Science, Environmental Science, University of San Francisco

Professional Organizations

- American Planning Association, Member

Matt Horton, AICP

GIS/Graphics



Matt is a planner with more than eight years of experience in land use planning, mobility planning, and GIS analysis. Matt specializes in the development of community plans that thoughtfully consider the interrelationship between mobility and land use. His time at Kimley-Horn has been focused on improving public policy decision making through spatial analytics, scenario planning, and geographic information systems.

Relevant Project Experience

- City of Dublin, City Housing Element Update, Dublin, CA
- City of Encinitas, 2021-2029 Housing Element Update, Encinitas, CA
- City of Solana Beach, 2021-2029 Housing Element Update, Solana Beach, CA
- City of Coronado, 2021-2029 Housing Element Update, Coronado, CA
- City of Orange, 2021-2029 Housing Element Update, Orange, CA
- City of Del Mar, 2021-2029 Housing Element Update, Del Mar, CA
- City of Newport Beach, Housing Element Update, Newport Beach, CA
- City of Tustin, Red Hill Corridor Specific Plan and EIR, Tustin, CA
- City of San Diego, University Community Plan Update, San Diego, CA
- City of San Diego, Mira Mesa Community Plan Update, San Diego, CA
- City of Carlsbad, On-Call Civil and Traffic Engineering, Carlsbad, CA
- City of Carlsbad, Parking Management Plan, Village and Barrio, Carlsbad, CA
- City of Carlsbad, Trolley Program Feasibility Study, Carlsbad, CA
- City of San Diego, Balboa Avenue Transit Station Specific Plan, San Diego, CA
- City of Santa Cruz, Corridor Planning II Process Zoning Code and Map Update for the General Plan 2030 Update, Santa Cruz, CA – Analyst

Professional Credentials

- Master of Urban and Regional Planning, University of Minnesota
- Bachelor of Arts (Geography and History, Minor in Political Science), Gustavus Adolphus College
- American Institute of Certified Planners (AICP) #027891

Prathna Maharaj

Planning/Policy, Environmental Analysis



Prathna is a planning analyst with public and private sector planning experience. Prathna specializes in environmental analysis and has worked on a range of residential, commercial, and infrastructure projects. Additionally, she has provided planning department support for substantial conformance review of specific plans. Prathna developed a strong understanding of land use and housing policy in the UC Irvine Master of Urban and Regional Planning program where she focused on sustainable community development. To integrate her experience in environmental and land use, Prathna completed a Professional Report titled “The Intersections of Housing and Climate Change” in partnership with the San Mateo County Office of Sustainability. She has strong written and verbal communication skills, experience with GIS, and has provided support for a range of planning efforts.

Relevant Project Experience

- City of Dublin, City Housing Element Update, Dublin, CA
- Brookfield Homes, Nelles Property Redevelopment Specific Plan, Whittier, CA
- City of Downey, Rancho Los Amigos South Campus Specific Plan, Downey, CA
- City of Del Mar Housing Element EIR, Del Mar, CA
- Rosehill Courts Redevelopment Project Joint EIR/EIR, Los Angeles, CA
- ASM Beaumont Plan of Services, Beaumont, CA
- KB Home Orchard Street and Cypress Avenue Project ISMND, El Monte, CA
- City of Gardena, Rosecrans IS/MND, Gardena, CA

Professional Credentials

- Master of Urban and Regional Planning, University of California, Irvine
- Bachelor of Science, Environmental Science and Management, University of California, Davis



CONTACT

Bill Wiseman

✉ bill.wiseman@kimley-horn.com

☎ 831.316.1430

📍 824 Bay Avenue
Suite 10
Capitola, CA 95010

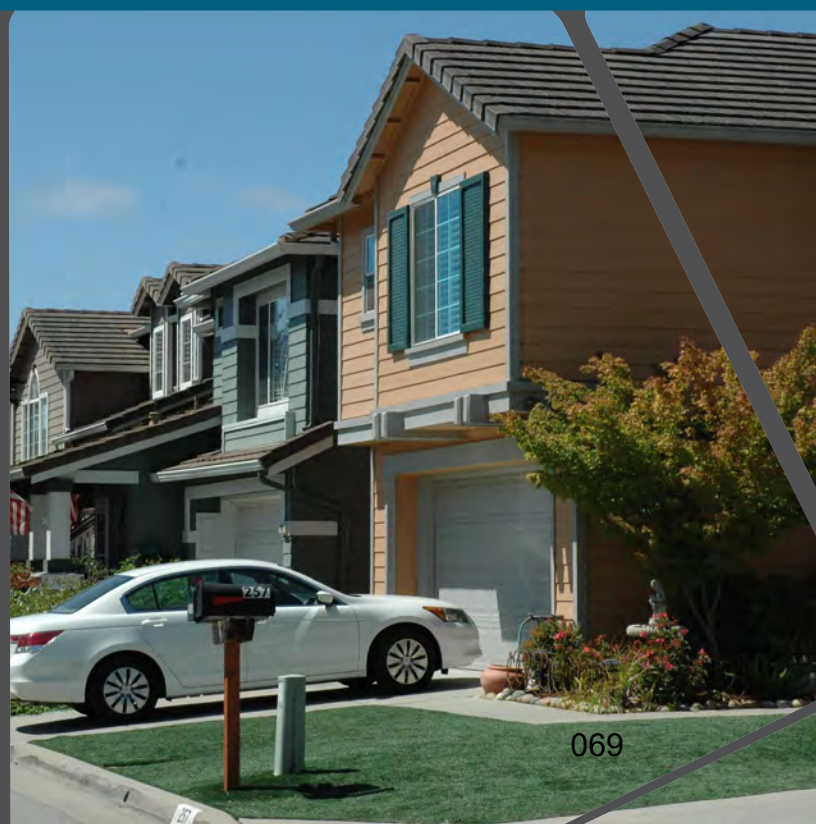
www.kimley-horn.com

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Kimley»Horn

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City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 5, 2022

TO: Honorable Mayor and City Council

FROM: Casey Estorga, Administrative Services Director

APPROVED: Mali LaGoe, City Manager

SUBJECT: **AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SCOTTS VALLEY AND AVENU ENTERPRISE SOLUTIONS, LLC (NEW VISION) FOR APPLICATION HOSTING AND SUPPORT SERVICES RELATED TO THE CITY'S FINANCIAL ERP SYSTEM**

SUMMARY OF ISSUE

The City has a longstanding relationship with its current vendor for Enterprise Resources Planning (ERP) software services with a product known as New Vision. The parent corporation has had several name changes, including formerly being known as Xerox and ACS Enterprise Solutions, LLC, respectively. The vendor is currently known as Avenu Enterprise Solutions, LLC.

The existing agreement included a six-year term and was signed by former City Manager Chuck Comstock in July 2016. The term of the agreement started October 1, 2016 and will expire on September 30, 2022. This proposed amendment would extend the term by 12 months, with a new expiration date of September 30, 2023.

ERP software systems are a tool used to manage all of the City's financial information including by processing Accounts Payable, Accounts Receivable, payroll, utility billing, and budgeting functions. ERP software acts as the backbone for all financial transactions in the Administrative Services Department and throughout the City as a whole. Notably, in May 2022 the City Council approved an agreement to transition to a new provider for ERP system services. This agreement identified OpenGov as the City's new ERP service provider.

Staff is currently working on the implementation phase of the project to introduce OpenGov as the City's new ERP. The transition started several months ago and is anticipated to take approximately another 7-9 months before the new OpenGov ERP system is fully operational. As part of this phased-in approach to launching the new ERP, staff is currently on-schedule to use OpenGov ERP as part of the FY 2023-24 budget development process and is scheduled to fully start using OpenGov ERP as the City's comprehensive accounting system in July 2023.

One of the most pivotal parts of this transition will be to migrate all of the City's historical financial data from New Vision ERP to OpenGov ERP. This contract amendment will allow the City to retain access to data in New Vision ERP, including all of the City's historical financial information, to complete the data migration process. Additionally, NewVision ERP will continue to be the tool used to administer day-to-day financial transactions until OpenGov ERP is fully operational. This means there will be a short overlap (approximately 3 months) in ERP vendors to allow staff to run the systems concurrently and ensure irreplaceable financial data is fully migrated and accurate.

FISCAL IMPACT

The cost of amending the agreement with New Vision ERP software for an additional 12-month period through September 30, 2023 is scheduled to cost \$25,323.04 as described in the payment terms of the contract amendment. The costs for these services have been included in the FY 2022-23 Adopted Budget as approved by the City Council.

The amendment does have an option to auto-renew the contract, for up to four additional one-year terms. However, the contract amendment also includes a provision where either party can cancel the agreement with 90-days’ notice.

Staff anticipates the City will only require 12 additional months of service. This means staff intends to notify the vendor, no later than June 2023, about the intention to cancel the contract effective September 30, 2023.

STAFF RECOMMENDATION

Staff recommends the City Council authorizes the City Manager to execute the contract amendment, in a form approved by the City Attorney, with Avenu Enterprise Solutions, LLC and directs the City Manager to notify the vendor of the intent to cancel the agreement no later than June 2023, with an effective cancellation date of September 30, 2023.

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Application Hosting and Technology Support Services

ACS Enterprise Solutions, LLC
City of Scotts Valley, California

This agreement for application hosting and technology systems and services ("Agreement") is entered into by and between **ACS Enterprise Solutions, LLC**, 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 ("Xerox") and **City of Scotts Valley**, a government entity in the state of California, 1 Civic Center Drive Scotts Valley, CA 95066 ("Client"). Xerox and Client (each individually a "party" and collectively the "parties") agree as follows:

- SERVICES** Xerox will provide information technology hosting and support services for Client, including all necessary application software, personnel, materials, equipment, and tools ("Services") as set forth in Schedule A (Statement of Work), which is attached to and incorporated in this Agreement. Additional information technology support services may be obtained by Client under an Amendment to this Agreement, in accordance with the provisions of Section 6 (Supplemental Services) of this Agreement.
- TERM** This Agreement is effective on October 1, 2016 ("Effective Date") and shall continue for a period of six (6) years through September 30, 2022, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term").
- PAYMENT** Client agrees to pay Xerox for the Services in accordance with the payment provisions set forth in Schedule A. Xerox shall submit a monthly invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Xerox will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Xerox will provide receipts or other reasonable documentation.
- TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Xerox may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Xerox is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Xerox for payment of those taxes.
- SUPPLEMENTAL SERVICES** Information technology support services that are not included in the Statement of Work set forth in Schedule A may be provided to Client by Xerox through an amendment this Agreement. Xerox will assist Client to define, document, and quantify the additional services in a proposed amendment to this Agreement and modification of Schedule A (including all changes in scope and applicable payment terms) that will be prepared by Xerox and submitted to Client for review and approval. Client will be responsible for timely approval of the proposed changes to Schedule A and execution of an Amendment to this Agreement.



7. **CONFIDENTIALITY** With respect to information relating to Client business that is confidential and clearly designated as or known by Xerox to be confidential or proprietary ("Client Confidential Information"), Xerox will instruct Xerox personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Xerox information that Xerox regards as confidential. Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of providing the Services.
8. **XEROX PROPRIETARY INFORMATION** Client agrees that Xerox methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Client, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care.
9. **CONFIDENTIALITY EXCLUSIONS** Neither party shall be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by the disclosing party; (c) is independently developed by the disclosing party outside the scope of this Agreement and without any reliance on the confidential information of the other party; or (d) is rightfully obtained by the disclosing party from third parties.
10. **USE OF CONFIDENTIAL INFORMATION** Xerox and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Xerox subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.
11. **SYSTEM OWNERSHIP AND USE RIGHTS** The information technology and hosting provided by Xerox under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Xerox, Xerox employees, or by the authorized agents or subcontractors of Xerox as a part of the Services, including derivative works (individually and collectively "Xerox Intellectual Property"). Xerox warrants that the Services do not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance.

Client understands and agrees that all Xerox Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Xerox. The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Xerox Intellectual Property shall vest solely in Xerox. Client warrants that use of the Services by Client and all Client data does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation, or ordinance. The provisions of this Section shall survive termination of this Agreement.



- 12. DATA BACKUP** Prior to Xerox providing the Services, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the Services. Throughout the Term, Client will be responsible for backing up all Client data on a regular basis (and in all cases, immediately prior to the provision by Xerox of any Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Xerox. If Xerox is unable to recover any or all lost or corrupted data, the responsibility and liability of Xerox for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Xerox shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of Client-provided data for use in connection with the Services. Under no circumstances will Xerox be responsible for the loss of Client data.

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Client, Xerox shall perform regular daily backup of all Client data. Xerox shall use reasonable efforts to recover any lost or corrupted data resulting from Xerox's negligence. If Xerox is unable to recover such lost or corrupted data, Xerox's responsibility and liability for the loss of Client data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

- 13. OWNERSHIP, USE, AND RETURN OF CLIENT DATA** All information, records, documents, files, data, and other items relating to the business of Client (including data created or acquired by use of the Services), whether prepared by Client or Xerox or otherwise coming into the possession of Xerox in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A. Archival tapes containing any Client data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications is not included in the Services under this Agreement.

- 14. LIMITED LICENSE AND SOFTWARE WARRANTY** Xerox grants Client a limited, non-exclusive, non-transferable, revocable license throughout the Term to perform, display, transmit, participate in the transfer of Client data, and otherwise use the Xerox applications provided as part of the Services solely for the internal operations of Client, and only during the Term of the Agreement. Client shall have no residual rights to the Xerox applications beyond the Term of this Agreement. Client grants Xerox the right to maintain administrative access to the Client data during the Term for purposes of performing this Agreement. Xerox represents and warrants that Xerox possesses all rights necessary to effectuate the license set forth in this Section.

The license granted under this Section does not include the right to grant sublicenses for the Xerox applications to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Xerox applications; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Xerox applications without prior written authorization by Xerox; and will not export any Xerox software applications in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.



- 15. THIRD PARTY HARDWARE AND SOFTWARE** Any hardware and third-party software components provided by Xerox as part of the Services are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software shall be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For “shrink wrap” or “click-wrap” software, Client authorizes Xerox to accept the terms of each license on behalf of the Client when the software is installed.

To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Xerox makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

- 16. INSURANCE AND RISK OF LOSS** If Xerox performs any of the Services on Client premises, Xerox agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Xerox will provide evidence of coverage on a standard ACORD form certificate of insurance. As of the Effective Date, each party will be responsible for risk of loss of, and damage to, any equipment, software, or other materials in its possession or under its control.

- 17. WARRANTIES** Xerox warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. Xerox does not warrant uninterrupted or error-free operation of hosting service.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, XEROX DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

- 18. INDEMNIFICATION** Xerox will indemnify and hold harmless the Client and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Client relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors, or agents in connection with the performance of the Services. Xerox will have a right of contribution from Client with respect to any claim to the extent Client is responsible for contributing to the alleged injury.
- (b) Any third party claim brought against Client relating to the willful or fraudulent misconduct of Xerox, its employees, contractors, or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Client relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, subcontractors, or agents in connection with the performance of the Services.



19. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, LOST REVENUE, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF THAT PARTY UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES.

XEROX SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT XEROX HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CLIENT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CLIENT UNDER THIS AGREEMENT.

- 20. RELATIONSHIP OF THE PARTIES** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Xerox and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose except for the limited purposes specifically provided in this Agreement. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Xerox shall not be restricted from performing services for others and shall not be bound to Client except as provided under this Agreement.

- 21. TERMINATION FOR BREACH OR DEFAULT BY XEROX** If Xerox materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Xerox of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.



22. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Xerox may terminate this Agreement for breach. Termination by Xerox shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

23. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Xerox if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

24. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

25. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Xerox:

ACS Enterprise Solutions, LLC
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Attention: Contracts Department

To Client:

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

Attention: Valery Opland

26. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

27. HEADINGS The HEADINGS used in this Agreement are merely for reference. The HEADINGS have no independent legal meaning and impose no obligations or conditions on the parties.



28. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Xerox and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

29. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

30. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Xerox may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Xerox. Any other attempt to make an assignment without prior written consent of the Client shall be void. Xerox may provide for the delivery of all or part of the Services through the use of subcontractors. Xerox shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Xerox under this Agreement apply to and are complied with by each subcontractor

31. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Xerox; or solicitation of Xerox employees or business customers may not be adequate for protection of Xerox, and accordingly Xerox shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

7/12/16


32. **WAIVER OR FOREBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach
33. **CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.
34. **GOVERNING LAW** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of California without reference to the principles of conflict of laws.
35. **ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Xerox and the Client have executed this Agreement.

ACS Enterprise Solutions, LLC

City of Scotts Valley, California



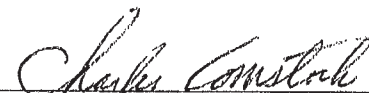
Signature

JOHN HLAVAC

Name

DIRECTOR

Title



Signature

CHARLES COMSTOCK

Name

INTERIM CITY MANAGER

Title



SCHEDULE A

Statement of Work

This Statement of Work is incorporated in the Agreement for Application Hosting and Technology Support Services ("Agreement") by and between ACS Enterprise Solutions, LLC ("Xerox") and City of Scotts Valley, California ("Client").

A. SCOPE OF SERVICES

1. Application Software

The Xerox applications listed below ("Applications") are licensed for use by Client and hosted by Xerox under this Agreement. Client has run these applications for the past 20 years and agrees they contain the functionality needed to run their business operations. Xerox will provide Client with access to the following NewVision financial application system modules during the Term of the Agreement:

- NewVision Government Financial
- NewVision Accounts Payable
- NewVision Purchase Orders
- NewVision Payroll
- NewVision Utility Billing

2. Services Provided by Xerox

- Xerox software subject matter experts and network services staff will be available daily from 8:00 am to 5:00 pm (EST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under one (1) hour.
- The Applications will be available and are licensed for up to five (5) users/seats. The users will be identified by the Client. Access to these applications will be provided via remote connectivity to a Xerox data center facility where all programs and data will be stored and hosted.
- All access to the Services will be controlled by user names and passwords issued by Xerox to Client from time to time upon request by Client. Each user name and password will be unique to each user authorized by Client to access the Services.
- Client is solely responsible for the security of user names and passwords issued to Client users. Any access to the Services using Xerox-provided user names and passwords will be deemed access by Client.
- All standard software upgrades will be provided to Client at no additional charge during the Term of the Agreement. Upgrades are implemented at the sole discretion of Xerox in accordance with the Xerox standard general release schedule for upgrades.
- Xerox will manage and coordinate all software upgrades and file conversions (if necessary) for any Xerox directed base application enhancements or upgrades.



- Software will be modified for functional requirements required by State & Federal law or regulation that must be handled by or within the Applications (for example W2 & 1099 processing for Payroll and Accounts Payable). The Xerox Account Manager will review required changes with Client to understand the nature of the requirement and determine proper handling within or exterior to the Applications. Required modifications will be provided by Xerox as long as the modifications can reasonably be integrated into the base system architecture, as determined by Xerox. If Xerox determines that the required modifications would cause or require major changes to either the data structure or the systems base process flow architecture, Xerox will inform the Client of options, which may include additional cost in addition to the fees for Services set forth in this Agreement.
- If "custom" modifications are requested by Client (items unique to the Client environment but not required by State or Federal law or regulation), Xerox will work with Client to develop detailed specifications and a cost proposal (at then current Xerox hourly rates) and schedule to complete the work. Xerox will present a quote to the Client for approval before proceeding with any work. These changes will be handled as supplemental services under Section 6 of the Agreement.
- In certain circumstances or to provide specific functionality, Xerox may utilize third party application software in conjunction with Xerox software. In these instances, Xerox will inform the Client and will secure all necessary third party software licenses required to ensure proper and legal use by Client during the Term in accordance with the Agreement. Unless otherwise specifically set forth in this Agreement, Client understands and agrees that Xerox will have no responsibility for the correctness, performance, or underlying program code relating to third party software used in connection with the Services. The Xerox Account Manager will act as a liaison to the appropriate third party vendor if problems or concerns arise.
- Xerox will assist with the installation of client-access software on the number of computers equal to the number of seats the Client is licensing under this Agreement. The client-access software will allow Client access to the Applications. Travel and related expenses for this initial Client-site visit are included as part of this Agreement. If additional site-visits are requested by Client for any reason, Client agrees to enter into an amendment to this Agreement to describe the additional services to be provided and provide for compensation for Services and travel time, as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate.
- Xerox will monitor the Xerox Wide Area Network communications environment and continuous operations, as well as Xerox remote data center operations and security.
- The removal of spyware, adware, data mining, and other infections are outside the scope of the Services and may incur standard time/material support charges. Client will not incur any additional charges without prior written approval.

3. Hosting

- Client understands that all Applications will be hosted on Xerox-owned remote data center computers.



Application Hosting and Technology Support Services



- Xerox will maintain a remote secure data center where appropriate computer processing and wide-area network capabilities are located and Applications are hosted.
- Response times experienced by authorized Client users will be maintained at reasonable levels. Response time will be monitored and tuned by Xerox data center operations staff on Xerox controlled network links, as needed. Xerox is not responsible for network performance on network segments outside of Xerox control.
- All equipment located in Xerox off-site data center locations and communication equipment on Client site needed to connect the Client local area network to the Xerox data center will be properly maintained by Xerox. Any maintenance or equipment upgrade required to provide the Services will be the responsibility of Xerox.
- Client will provide a safe, secure, and adequate environment to house necessary Xerox-owned equipment. Client will inform Xerox if these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox-owned equipment if determines the equipment is not operating properly.
- Xerox-owned equipment that is not operating properly will be repaired or replaced within two (2) business days after Xerox is notified of failure.
- The following equipment and related operating software will be provided to the Client for use as part of this Agreement:

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
CISCO Router	881	1	Y

- The equipment and related operating software will be owned by Xerox but will be located at a Client facility. Client will be responsible for the risk of loss or damage to the equipment and software located at the Client facility. Xerox will be responsible for providing standard manufacturer maintenance coverage for this equipment. Xerox will also be responsible for all shipment costs (both at the time of installation and at the time of retrieval). Xerox will have no obligation to refresh the equipment or related software unless the parties agree to a contract amendment providing for equipment refresh.

4. Client-Provided Equipment

- Other than the Client-site equipment furnished by Xerox under Section 3, above, all required hardware, communication infrastructure, and related software will be the responsibility of the Client.
- Client will be responsible for maintaining or renewing any hardware maintenance agreements for Client-provided equipment.
- The parties understand and agree that the Xerox Services and equipment will integrate and connect to Client equipment and network backbone as a part of Client's internal infrastructure.



- During the Term, any upgrades, changes, or additions to Client-provided equipment or network environment that affects the Services, including connectivity with Xerox equipment or communication infrastructure, must be reviewed and approved in advance by Xerox. Any approved upgrades will be at the sole expense of Client unless otherwise agreed under an amendment to this Agreement. If Client changes inhibit the ability of Xerox to provide the Services, Xerox will work with the Client on a best effort basis to resolve the underlying technical issues. However, if the issues cannot be satisfactorily resolved, the Client will be responsible to restore the environment to the previous state where the Services can be performed.
- Any expenses for maintenance, replacement, or repair, of Client owned equipment or software will be at expense of Client.

5. Client Data

- Upon request of Client or upon termination or expiration of this Agreement for any reason, Xerox will promptly return to Client, in the format and on the media in use as of the date of the request (or the date of termination or expiration) all or any requested portion of the Client data. Client data will be returned one time only at no charge. If Client requests additional transfers, Client agrees to pay Xerox for the service at the Xerox current hourly time & materials rate.
- Conversion of data for porting to other applications is not provided under this Agreement.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Client under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Client as confidential, except to authorized recipients as specifically designated in writing by Client.

6. Other Client Responsibilities

- Client will identify a Client Contract Administrator who will be the main contact for the Xerox Account Manager for all service delivery issues. The Client Contract Administrator will have full authority for identifying Client users and modifications related to Client financial systems.
- Client will identify Client personnel in each department who will be key contacts for the Xerox support team with regard to the Applications and functions related to the Services.
- Client is responsible for and controls all security on its internal Local Area Networks, central computing, and desktop computing environments.
- Client is responsible for all support services (technical and user) on its owned or provided equipment and related software, as well as internal LAN, other WAN connections outside of Xerox WAN, central computing, and desktop computing environments.
- Client will provide and is responsible for the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Client is responsible for all Client-provided equipment set-up and integration into the Client desktop and network environment.



Application Hosting and Technology Support Services



- Client shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment located on Client site from deterioration other than normal wear and tear.
- Client shall not use the Xerox-owned items located on Client premises for any purposes other than those for which they are provided in connection with the Services. Client shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Client installation address.
- Client will not move any Xerox-owned items or permit them to be moved from the original installation address without the prior written consent of Xerox. Upon the request of Xerox, Client shall make Xerox-owned items available to Xerox during regular business hours for inspection at the place where normally located and shall make Client records pertaining to the Xerox-provided items available to Xerox for inspection.
- Except where the parties amend this Agreement to extend the Term, upon termination or expiration of this Agreement, Client agrees to return the Xerox-provided equipment and any documentation or other materials to Xerox (in accordance with Xerox instructions and at Client expense) in the same operating order, repair, condition, and appearance as when received, except for normal wear and tear. Client shall return the materials to the address provided by Xerox.
- Client shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Client site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. Client will not, without the prior written consent of Xerox and subject to any conditions that Xerox may impose, affix the Xerox-provided items to any real property if, as a result, those items become a fixture under applicable law.

B. PAYMENT

1. Base Monthly Fee and Payment Schedule

Client shall pay Xerox the base monthly fee set forth in the table below for 72 Months (October 1, 2016 – September 30, 2022).

	Monthly Fee	# of Months	Annual Total
Year 1 October 1, 2016 - September 30, 2017	\$1,792.76	12	\$21,513.12
Year 2 October 1, 2017 - September 30, 2018	\$1,734.47	12	\$20,813.64
Year 3 October 1, 2018 - September 30, 2019	\$1,803.85	12	\$21,646.20
Year 4 October 1, 2019 - September 30, 2020	\$1,876.01	12	\$22,512.12
Year 5 October 1, 2020 - September 30, 2021	\$1,951.05	12	\$23,412.60
Year 6 October 1, 2021 - September 30, 2022	\$2,029.09	12	\$24,349.08



2. Invoices and Payment

Services will be invoiced in advance for the following monthly cycle, and payments are due on a net 30 day basis. Invoices shall be submitted to:

City of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066
Attention: Valery Opland

- Each invoice will also separately state all additional applicable charges, reimbursable expenses, and taxes payable, if any.
- All periodic charges for any partial month under this Agreement shall be prorated.
- Any sum or credit due either party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at an annual rate of interest of nine percent (9%); however, no interest will accrue during any billing dispute between the parties.



Agreement for Application Hosting and Technology Support Services

Amendment No. 1

Avenu Enterprise Solutions, LLC

City of Scotts Valley, California

This first amendment (“Amendment No. 1”) is made by and between **Avenu Enterprise Solutions, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 (“Avenu”) and **City of Scotts Valley**, 1 Civic Center Drive, Scotts Valley, CA 95066 (“Client”).

RECITALS

WHEREAS, Client and ACS Enterprise Solutions, LLC (Xerox) executed the Agreement for Application Hosting and Technology Support Services (“Agreement”), effective October 1, 2016 through September 30, 2022; and

WHEREAS, on February 1, 2017 the name ACS Enterprise Solutions, LLC was changed to Conduent Enterprise Solutions, LLC; and

WHEREAS, effective September 28, 2018, Avenu Holdings, LLC (“Avenu Holdings”) acquired Conduent Enterprise Solutions, LLC (“Conduent Enterprise Solutions”); and

WHEREAS, after Avenu Holdings acquired Conduent Enterprise Solutions, the name of Conduent Enterprise Solutions, LLC was changed to Avenu Enterprise Solutions, LLC; and

WHEREAS, the parties seek to extend the Term of the Agreement for an additional one-year period, with four (4) subsequent one-year automatic renewals.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Avenu and Client (each individually a “party” and collectively, the “parties”) agree as follows:

1. This Amendment No. 1 is effective on October 1, 2022 (Amendment Effective Date).
2. Section 2 of the Agreement (Term) is hereby deleted in its entirety and replaced with the following:

*This Agreement is effective on **October 1, 2022** (“Effective Date”) and shall continue for a period of one (1) year through **September 30, 2023**, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”). Upon expiration of the original Term, this Agreement shall be renewed automatically for four (4) succeeding terms of a period of one (1) year each (“Automatic Renewal Term(s)”), with a pricing increase of 4% on a year over year basis. If Avenu or the Client elects not to exercise the Automatic Renewal Term(s), the other party must be notified in writing at least ninety (90) days prior to the term renewal anniversary date.*

3. As of the Amendment Effective Date, Schedule A of the Agreement (Statement of Work) is deleted in its entirety and replaced with the revised Schedule A (Statement of Work), which is attached to and incorporated into this Amendment No. 1 by reference.
4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Client have executed this Amendment No. 1.

Avenu Enterprise Solutions, LLC

City of Scotts Valley

By: _____

By: _____

Name: _____ Carl Kumpf _____

Name: _____ Mali LaGoe _____

Title: _____ CFO _____

Title: _____ City Manager _____

Date: _____

Date: _____

Schedule A

Statement of Work

Revised under Amendment No. 1 to the Agreement

This Statement of Work is incorporated in the Agreement for Application Hosting and Technology Support Services ("Agreement") by and between Avenu Enterprise Solutions, LLC ("Avenu") and City of Scotts Valley ("Client").

A. SCOPE OF SERVICES

1. Application Software

The Avenu applications listed below ("Applications") are licensed for use by Client and hosted by Avenu under this Agreement. Client has run these applications for the past 26 years and agrees they contain the functionality needed to run their business operations. Avenu will provide Client with access to the following NewVision financial application system modules during the Term of the Agreement:

- NewVision Government Financial
- NewVision Accounts Payable
- NewVision Purchase Orders
- NewVision Payroll
- NewVision Utility Billing

2. Services Provided by Avenu

- Avenu software subject matter experts and network services staff will be available daily from 8:00 am to 5:00 pm (CST), Monday through Friday (other than Avenu holidays) via toll free 800 support number. Call-back time from Avenu support will average at or under one (1) hour.
- The Applications will be available and are licensed for up to five (5) users/seats. The users will be identified by the Client. Access to these applications will be provided via remote connectivity to an Avenu data center facility where all programs and data will be stored and hosted.
- All access to the Services will be controlled by user names and passwords issued by Avenu to Client from time to time upon request by Client. Each user name and password will be unique to each user authorized by Client to access the Services.
- Client is solely responsible for the security of user names and passwords issued to Client users. Any access to the Services using Avenu-provided user names and passwords will be deemed access by Client.

- All standard software upgrades will be provided to Client at no additional charge during the Term of the Agreement. Upgrades are implemented at the sole discretion of Avenu in accordance with the Avenu standard general release schedule for upgrades.
- Avenu will manage and coordinate all software upgrades and file conversions (if necessary) for any Avenu directed base application enhancements or upgrades.
- Software will be modified for functional requirements required by State & Federal law or regulation that must be handled by or within the Applications (for example W2 & 1099 processing for Payroll and Accounts Payable). The Avenu Account Manager will review required changes with Client to understand the nature of the requirement and determine proper handling within or exterior to the Applications. Required modifications will be provided by Avenu as long as the modifications can reasonably be integrated into the base system architecture, as determined by Avenu. If Avenu determines that the required modifications would cause or require major changes to either the data structure or the systems base process flow architecture, Avenu will inform the Client of options, which may include additional cost in addition to the fees for Services set forth in this Agreement.
- If "custom" modifications are requested by Client (items unique to the Client environment but not required by State or Federal law or regulation), Avenu will work with Client to develop detailed specifications and a cost proposal (at then current Avenu hourly rates) and schedule to complete the work. Avenu will present a quote to the Client for approval before proceeding with any work. These changes will be handled as supplemental services under Section 6 of the Agreement.
- In certain circumstances or to provide specific functionality, Avenu may utilize third party application software in conjunction with Avenu software. In these instances, Avenu will inform the Client and will secure all necessary third party software licenses required to ensure proper and legal use by Client during the Term in accordance with the Agreement. Unless otherwise specifically set forth in this Agreement, Client understands and agrees that Avenu will have no responsibility for the correctness, performance, or underlying program code relating to third party software used in connection with the Services. The Avenu Account Manager will act as a liaison to the appropriate third party vendor if problems or concerns arise.
- Avenu will assist with the installation of client-access software on the number of computers equal to the number of seats the Client is licensing under this Agreement. The client-access software will allow Client access to the Applications. Travel and related expenses for this initial Client-site visit are included as part of this Agreement. If additional site-visits are requested by Client for any reason, Client agrees to enter into an amendment to this Agreement to describe the additional services to be provided and provide for compensation for Services and travel time, as well as reimbursement for travel and living expenses. Services will be billable at the then current Avenu labor rate.
- Avenu will monitor the Avenu Wide Area Network communications environment and continuous operations, as well as Avenu remote data center operations and security.
- The removal of spyware, adware, data mining, and other infections are outside the scope of the Services and may incur standard time/material support charges. Client will not incur any additional charges without prior written approval.

3. Hosting

- Client understands that all Applications will be hosted on Avenu-owned remote data center computers.
- Avenu will maintain a remote secure data center where appropriate computer processing and wide-area network capabilities are located and Applications are hosted.
- Response times experienced by authorized Client users will be maintained at reasonable levels. Response time will be monitored and tuned by Avenu data center operations staff on Avenu controlled network links, as needed. Avenu is not responsible for network performance on network segments outside of Avenu control.
- All equipment located in Avenu off-site data center locations and communication equipment on Client site needed to connect the Client local area network to the Avenu data center will be properly maintained by Avenu. Any maintenance or equipment upgrade required to provide the Services will be the responsibility of Avenu.

4. Client-Provided Equipment

- Other than the Client-site equipment furnished by Avenu under Section 3, above, all required hardware, communication infrastructure, and related software will be the responsibility of the Client.
- Client will be responsible for maintaining or renewing any hardware maintenance agreements for Client-provided equipment.
- The parties understand and agree that the Avenu Services and equipment will integrate and connect to Client equipment and network backbone as a part of Client's internal infrastructure.
- During the Term, any upgrades, changes, or additions to Client-provided equipment or network environment that affects the Services, including connectivity with Avenu equipment or communication infrastructure, must be reviewed and approved in advance by Avenu. Any approved upgrades will be at the sole expense of Client unless otherwise agreed under an amendment to this Agreement. If Client changes inhibit the ability of Avenu to provide the Services, Avenu will work with the Client on a best effort basis to resolve the underlying technical issues. However, if the issues cannot be satisfactorily resolved, the Client will be responsible to restore the environment to the previous state where the Services can be performed.
- Any expenses for maintenance, replacement, or repair, of Client owned equipment or software will be at expense of Client.

5. Client Data

- Upon request of Client or upon termination or expiration of this Agreement for any reason, Avenu will promptly return to Client, in the format and on the media in use as of the date of the request (or the date of termination or expiration) all or any requested portion of the Client data. Client data will be returned one time only at no charge. If Client requests additional transfers, Client agrees to pay Avenu for the service at the Avenu current hourly time & materials rate.

- Conversion of data for porting to other applications is not provided under this Agreement.
- Avenu shall be authorized to view and use all reports, data, or other material prepared by it for the Client under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Client as confidential, except to authorized recipients as specifically designated in writing by Client.

6. Other Client Responsibilities

- Client will identify a Client Contract Administrator who will be the main contact for the Avenu Account Manager for all service delivery issues. The Client Contract Administrator will have full authority for identifying Client users and modifications related to Client financial systems.
- Client will identify Client personnel in each department who will be key contacts for the Avenu support team with regard to the Applications and functions related to the Services.
- Client is responsible for and controls all security on its internal Local Area Networks, central computing, and desktop computing environments.
- Client is responsible for all support services (technical and user) on its owned or provided equipment and related software, as well as internal LAN, other WAN connections outside of Avenu WAN, central computing, and desktop computing environments.
- Client will provide and is responsible for the internal infrastructure necessary to allow Avenu to establish secure electronic communications and access to and from the Avenu remote data center.
- Client is responsible for all Client-provided equipment set-up and integration into the Client desktop and network environment.

B. PAYMENT

1. Base Monthly Fee and Payment Schedule

Client shall pay Avenu the base monthly fee set forth below:

Initial Term:

Term Start/End Date	Monthly Amount	# of Months	Annual Amount
October 1, 2022 – September 30, 2023	\$2,110.25	12	\$25,323.04

First Automatic Renewal Term:

Term Start/End Date	Monthly Amount	# of Months	Annual Amount
October 1, 2023 – September 30, 2024	\$2,194.66	12	\$26,335.96

Second Automatic Renewal Term:

Term Start/End Date	Monthly Amount	# of Months	Annual Amount
October 1, 2024 – September 30, 2025	\$2,282.45	12	\$27,389.40

Third Automatic Renewal Term:

Term Start/End Date	Monthly Amount	# of Months	Annual Amount
October 1, 2025 – September 30, 2026	\$2,373.75	12	\$28,484.98

Fourth Automatic Renewal Term:

Term Start/End Date	Monthly Amount	# of Months	Annual Amount
October 1, 2026 – September 30, 2027	\$2,468.70	12	\$29,624.38

2. Invoices and Payment

Services will be invoiced in advance for the following monthly cycle, and payments are due on a net 30-day basis. Invoices shall be submitted to:

City of Scotts Valley
 1 Civic Center Drive
 Scotts Valley, CA 95066
 Attention: Selina Andrews

- Each invoice will also separately state all additional applicable charges, reimbursable expenses, and taxes payable, if any.
- All periodic charges for any partial month under this Agreement shall be prorated.
- Any sum or credit due either party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at an annual rate of interest of nine percent (9%); however, no interest will accrue during any billing dispute between the parties.

**City of Scotts Valley
CITY COUNCIL STAFF REPORT**

DATE: October 5, 2022

TO: Honorable Mayor and City Council

FROM: Cathie Simonovich, City Clerk

APPROVED: Mali LaGoe, City Manager

SUBJECT: APPOINTMENT TO CULTURAL RESOURCE PRESERVATION COMMISSION

SUMMARY OF ISSUE

There is a vacancy on the Cultural Resource Preservation Commission and an application has been submitted by Wayne Thompson. The Cultural Resource Preservation Commission is comprised of the members of the Planning Commission and two at-large members – one member who represents the Historical Society and one member who represents the Archeological Society. Mr. Thompson is a member of the Archeological Society.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

It is recommended that the City Council appoint Wayne Thompson to serve on the Cultural Resource Preservation Commission, with an effective date of October 5, 2022.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Application for Cultural Resource Preservation Commission.....	2



City of Scotts Valley

Application for Appointment to Serve on a City Advisory Body

Advisory Body you are applying for:

- | | | |
|--|---|---|
| ☐ Planning Commission | ☐ Arts Commission | ☐ Senior Center Board |
| ☐ Parks & Recreation Commission | ☐ Board of Appeals | ☐ Code Enforcement Appeals Board |
| ☐ ADA Accessibility Committee | ☐ Parks & Recreation Advocates | ☒ Cultural Resource Preservation Comm |

Contact Information

Name	Wayne Thompson		
Street Address	[REDACTED]		
City / ST/ ZIP Code	Scotts Valley, CA 95066		
Phone – Primary	831-535-8545	☒ Cell	☐ Work ☐ Home
Phone – Secondary		☐ Cell	☐ Work ☐ Home
E-Mail Address	wthompsonctems@gmail.com		

Background Information*

Years residing in Scotts Valley	60
Employer	Loma Prieta Joint Union School District
Occupation/Profession	Science Teacher/Paleontologist/Geologist
Education	Cabrillo College, U.C. Berkeley, U.C. Santa Cruz, San Jose State Univ.

****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.***

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

I have held life-long interests and experiences in paleontology and archaeology and hold Research Appointments and collegial professional relationships with both the California Academy of Sciences and the Museum of Paleontology at U.C. Berkeley. I graduated with honors from the Department of Paleontology at U.C. Berkeley.

I am experienced in all aspects of nonrenewable natural resource recovery operations. I have familiarity with federal Conformable Impact Mitigation regulations and guidelines, am very familiar with natural resource salvage and federal legislation as well as conditions of museum receivership for paleontological salvage collections.

Also at the federal level, I am familiar with assessment and mitigation of adverse impacts to nonrenewable natural resources standard guidelines including the National Environmental Policy Act (NEPA) of 1969, the Antiquities Act of 1906, the National Historic Preservation Act (NHPA), the Federal-Aid Highway Act of 1935, the Federal Land Policy and Management Act (FLPMA) of 1976, and CFR Title 43, among others. I'm familiar with the BLM potential fossil yield classification (PFYC) system for paleontological resources on public lands and understand the federally-mandated governance by the Paleontological Resources Protection Act (PRPA).

At the state level I am familiar with the California Environmental Quality Act (CEQA). This law encourages the protection of all aspects of the environment by requiring State and local agencies to prepare multidisciplinary analyses of the environmental impacts of a proposed project, and to make decisions based on the findings of those analyses. CEQA also takes into account the laws and procedures of local California jurisdictions. Also governing the area of natural resources, the California Public Resources Code (PRC) Section 5097.5 governs the excavation and removal of vertebrate paleontological materials and sites.

I have a wealth of experience in these areas and can more clearly outline them in an attached Curriculum Vitae.

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

I am skilled, educated, experienced, and knowledgeable in most aspects of paleontological and archeological resource evaluation, recovery, research, curation, exhibition, education, and public interpretation. I believe that my education, experience, and sensitivity to natural and cultural resources, the public, and natural and cultural interpretation will be a valuable asset to your team and look forward to the opportunity to speak with you about the possibility of coming onboard.

Summarize your participation in civic or community activities.

Current and past appointments...

- 1) Research Associate
California Academy of Sciences
Department of Invertebrate Zoology and Geology, San Francisco, CA
- 2) Museum Research Associate
Museum of Paleontology
University of California, Berkeley, CA
- 3) Committee Member
California Science Teachers Association
Next Generation Science Standards, NGSSImplementation Committee

How did you hear about this vacancy?

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

APPLICANT SIGNATURE

DATE

X

2-12-2020

Return application:

For more information, contact:

OFFICE USE ONLY – DATE RECEIVED

By email to:

tferrara@scottsvalley.org

In person or by mail to:

City Clerk's Office
1 Civic Center Drive
Scotts Valley, CA 95066

City Clerk's Office (831)440-5600

tferrara@scottsvalley.org

www.scottsvalley.org

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.

Wayne A. Thompson, M.Ed., B.A. Sc.

Curriculum Vitae

(831) 535-8545, @wathompson, @canaturalhist

[DigitalBusinessCard](#)

<http://wthompson-adventuresintime.blogspot.com/>

SUMMARY

- *Familiarity with Federal, California, County, and City **historical resources regulatory statutes**.
- ***Museum Research Associate**, University of California, Museum of Paleontology, Berkeley, California.
- *Knowledgeable in Initial Identification and Evaluation Reports, and **mitigation plans and reports**.
- ***Museum Research Associate**, Dept. Invertebrate Zoology & Geology, CA Academy of Sciences.
- ***Knowledge & ability** in stratigraphic mapping & interpretation of sedimentary sequences.
- ***Paleontological Collections Advisor**, Santa Cruz Museum of Natural History, Santa Cruz, CA.
- ***Santa Cruz City Museum Collections**: acquiring, preparing and cataloging fossils, designing exhibits.
- *Experienced in all aspects of **artifact site monitoring, lab management**, & technical research.
- ***Four decades** of experience in Santa Cruz and Monterey County stratigraphy and paleontology.
- ***USGS Research Associate** in DSDP Gulf of Aden & North Slope Alaska projects, Menlo Park, CA
- *Skilled in [vertebrate](#) and invertebrate fossil [collection](#), [preparation](#), [casting](#) and [preservation](#).
- *Ability to effectively manage **historical collections**, networking with museums, colleagues, research.
- ***Ba.Sc. Paleontology, Honors**, U.C. Berkeley.

OVERVIEW:

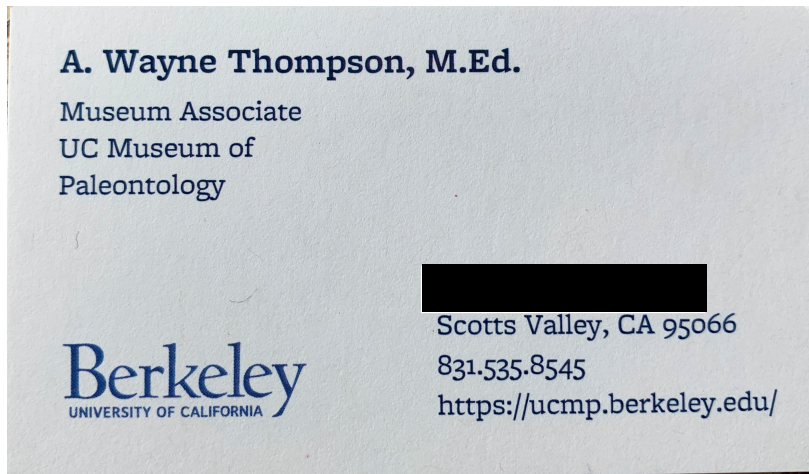
Archeological and Paleontological Resource Mitigation in the Monterey Bay Area

I am a lifelong Scotts Valley resident and have held interests, experiences, skills, knowledge, and abilities in Coastal Zone Archeological and Paleontological mitigation work here in Santa Cruz and Monterey Counties. Two years before I was born, my family built and operated The Lost World amusement park on Scotts Valley Drive. I grew up in a park of life-sized dinosaurs; how could I not be involved with pre-history for the rest of my life! I have a strong interest in contributing to natural resources conservation in my hometown of Scotts Valley after retiring recently from 30-years in k-16 public science education. The regulatory landscape of mitigation archaeology and paleontology in the Monterey Bay Area has changed significantly in the past 30 years. Legislative protections for non-renewable resources and best practices in historical artifact mitigation are in constant flux and also in need of continual refinement. For instance, there is a need to have professional paleontologists and archeologists with an extensive local background of the history of life in the Monterey Bay on site during construction projects. To be “professional” is to be someone who is published, educated and degreed, experienced in both field excavation and conservation as well as research, and employed in the profession. My company, Pacific Paleontology, is licensed in the City of Scotts Valley (Lic# 07805045) and deals with conservatorship of non-renewable natural resources in addition to filtering into k-16 education, recreation, and the arts as well as cultural, historic, and basic applied scientific research and resource preservation. My hiring and service population focus will be increasing equity, inclusion, diversity, and access to experience, education, and resources. My goal is to emphasize alignment to legislative and municipal regulatory mandates and recommendations for mitigation that will preserve in perpetuity for the public the cultural and evolutionary history of life in the Monterey Bay Area.



Technical Research, Publications, Manuscripts, Projects, Grants

- ✓ [Invertebrate Taphofacies Sequence Stratigraphy of the Northern Monterey Bay Purisima Formation](#), publication in process.
- ✓ [Biostratigraphy of the Purisima Formation \(Miocene-Pliocene\), Along Monterey Bay, Central California](#), publication in process with Charles L. Powell, II, Austin Hendy, & Frank Perry



✓ [Mastodon \(*Mammut americanum*\) Populations of California, with New Records from Santa Cruz County](#), Santa Cruz City Museum of Natural History, UCMP Paleobios publication in process

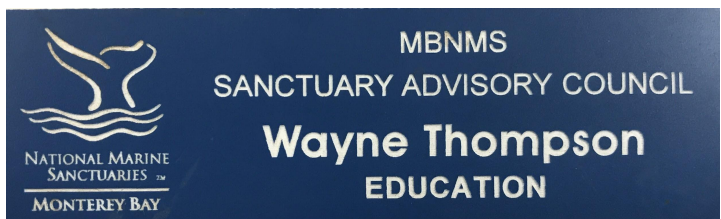
✓ New Mollusca Species from the Pliocene part of the Purisima Formation exposed along northern Monterey Bay, central California, The Nautilus, publication in process with Charles Powell

✓ [An Unusual Molluscan faunule from the Upper Part of the Monterey](#)

[Formation \(middle to late Miocene\) in Arroyo Seco, Monterey County, Central California](#),

coauthored with Charles L. Powell, Emeritus, USGS.

- ✓ [3D Photogrammetric rendering](#) of stratigraphy and rockfall data in the Purisima Formation., Capitola.
- ✓ With Lisa White, [The Use of Virtual Field Experiences in the Purisima Formation of Coastal California for Scientific Study, Public Outreach, and K-12 Education](#), 25 September, 2019
- ✓ [Bringing Caminalcule Evolution into the 21st Century: 3D STEAM-ifying a Classic Evolutionary Pattern Modeling Lab](#) with the [iDigFossils](#) UFL team and ms students, project funding by NSF.
- ✓ [Foraminiferal Biostratigraphy of the Pliocene Purisima Formation](#); Implications for Age and Depth Analyses of Sediments from northern Monterey Bay, Santa County, publication in process.
- ✓ [Virtual Field Trip to the Pliocene Purisima Formation](#), Capitola, CA, Reviewer & Collaborator, EPICC-UCMP; University of California Museum of Paleontology, Virtual Field Experience; Lisa White, Coordinator, engaging students through basic field digital data collection, work in process.
- ✓ [A Pliocene Whale](#) from the beach cliffs at Capitola, CA, [Santa Cruz City Museum of Natural History](#).
- ✓ [Vertebrates of the Santa Margarita Formation](#), Miocene, Scotts Valley CA, [Santa Cruz City Museum of Natural History](#), publication in process.
- ✓ [The Hyoid and Associated Skeleton of an Unnamed late Pliocene Odontocete](#) from the Purisima Formation of Santa Cruz County, CA, [University of California at Berkeley, Dept of Paleontology](#), publication in process.
- ✓ [Shell Morphology Ecoclines of *Anadara trilineata* \(Bivalvia, Arcidae\) from Capitola and Its Significance in Paleoecology](#), [University of California at Berkeley, Department of Paleontology](#).
- ✓ [Sharktooth Hill Bonebed](#), Excavations in a Pliocene vertebrate fauna from Bakersfield, CA, [Los Angeles County Museum of Natural History, Department of Paleontology](#).
- ✓ [Dinosaurs from the Hell Creek Formation](#), eastern Montana, [U.C. Berkeley, Department of Paleontology](#). Summer field work with Bill Clemens. Discovered [Triceratops](#) skull, now in UCMP Library exhibit.
- ✓ [Summer Field work Searching for Supersaurus](#), Dry Mesa Colorado, University of Utah, Provo, [Department of Vertebrate Paleontology](#). Summer field work.



A. Wayne Thompson

Museum Research Associate

Department of Invertebrate Zoology and Geology

California Academy of Science, San Francisco, CA

<https://www.calacademy.org/>

wthompsonetems@gmail.com, 831-535-8545



SKILL AREAS:

Leadership

- *Effective in creating new **opportunities**, motivating, public speaking, and mentoring.
- *Encourage alignment with the organization's **mission statement** at all levels.
- *Skilled in **defining goals** and developing a vision of unity and shared values.
- *Successfully organize and execute around **balanced priorities** with integrity.

Management

- *Ability to effectively navigate **sensitive situations** with attention to confidentiality.
- *Broad range of **human resources experiences**, confident and straightforward in approach.
- *Effective time management, concentrating on **priorities** and setting realistic goals.
- *Able to skillfully manage around **deadline** and heavy workload situations.



Purisima Fm. vertebrates; <https://youtu.be/cta1NNJLaR0>

Fossil Recovery, Site Monitoring, Acquisition, Preparation, Curation, Archiving, & Stewardship

- *Sensitive to **regulatory laws** concerning fossil collecting, especially vertebrates.
- *Skilled and experienced in [field mapping specimens](#), digital and handwritten **field notes**.
- *[Section mapping and interpretation](#) experience allows accurate stratigraphic interpretations.
- *[Specimen extraction](#) experience from molluscs to dinosaurs, from DSDP forams to whales.
- *Knowledge and ability in post-fieldwork **specimen preparation techniques**, including [casting](#).
- ***Over four decades of** experience in personal, museum, and USGS curation of specimens.

Federal, State, County, and City Paleontological Regulatory Ordinances and Statutes.

- *Familiarity with Title 54 Code of Federal Regulations and Proposed CFR Title 49 mandates.
- *Understanding of PRPA (2009), FLPMA (1976), NEPA (1969), NHPA (1966), FHA (1935), and the Antiquities Act of 1906.
- *Knowledgeable about CEQA, the California Coastal Act of 1976, and the CPRC in general.
- *Familiarity with the Santa Cruz County Sustainability Plan, EIR Report, and the City of Santa Cruz Public Resources Code §5097.5 governing paleontological resource mitigation.

Reporting Protocols: Identification Reports, Evaluation Reports, Mitigation Plans and Reports.

- *Familiarity with Regulatory Setting, Preliminary Identification, and Evaluation Reports
- *Knowledgeable in Mitigation Plans and Reports.
- *Focus on Stewardship Summaries, Educational Service, Museum Acquisition and Networking.

Familiarity with Relevant Literature

- *Murphey, Paul, et. al. 2019. A Foundation for Best Practices in Mitigation Paleontology. Proceedings of the San Diego Soc. Nat. Hist. 47(1); p.p. 1-43.
- *Murphey, Paul, et. al. 2014. A Foundation for Best Practices in Mitigation Paleontology. Research Gate Pub.
- *PG&E, 2014, "Paleontological Resources Standards and Procedures" by Pacific Gas and Electric Company, 3401 Crow Canyon Road, San Ramon, CA 94583
- *Society of Vertebrate Paleontology (SVP), 1995, Assessment and mitigation of adverse impacts to nonrenewable paleontological resources -- standard guidelines: Society of Vertebrate Paleontology News Bulletin, no. 163, p. 22-27.

Analytical Thinking, Complex Problem-Solving, Communication, Facilitation, and Teaching Ability

- *Ability to accommodate **multiple skill levels** and promote commitment through involvement.
- *Enable others to define **personal goals** and develop a vision of shared values.
- *Promote a paradigm of **integrity** based on a sense of quality and commitment.
- *Diversity in teaching method accommodates a wide range of **learning modalities**.
- *I utilize a variety of **teaching styles** such as inquiry, PBL, cooperative learning, and discovery.

EDUCATION

B.A.Sc. Paleontology (Honors), U.C. Berkeley, Dept. of Paleontology --(09/82-06/84)
M.Ed. Leadership and Administration, San Jose State University—(08-2009)
B.S. Biology (equiv.), U. C. Santa Cruz--(09/88-06/89)
A.S. General Science, Cabrillo Community College, Aptos--(09/79-06/82)



EMPLOYMENT

Laboratory Research Associate (12/1984-08/1988); 4 years

Department of the Interior, United States Geological Survey, 345

Middlefield Rd., Menlo Park, CA (415-329-4972), Dr. Kristin McDougall, Lead.



Museum Associate (6/1978-8/1982); 4 years

Santa Cruz City Museum of Natural History, 1305 East Cliff Dr, Santa Cruz, CA
(831-420-6115), Frank Perry, Co-worker; Charles Prentiss, Curator

Science Teacher (10/1996-4/2004); 8 years

Fortuna Union High School, 379 12th St. Fortuna, CA
(707-725-4461) Mr. Marty Mathiesen, Principal

Science Teacher and Department Chair (08/2008-2/2022); 14 years

C.T. English Middle School, 23800 Summit Rd., Los Gatos, CA
(408-353-1123) Ms. Lisa Fraser, Superintendent

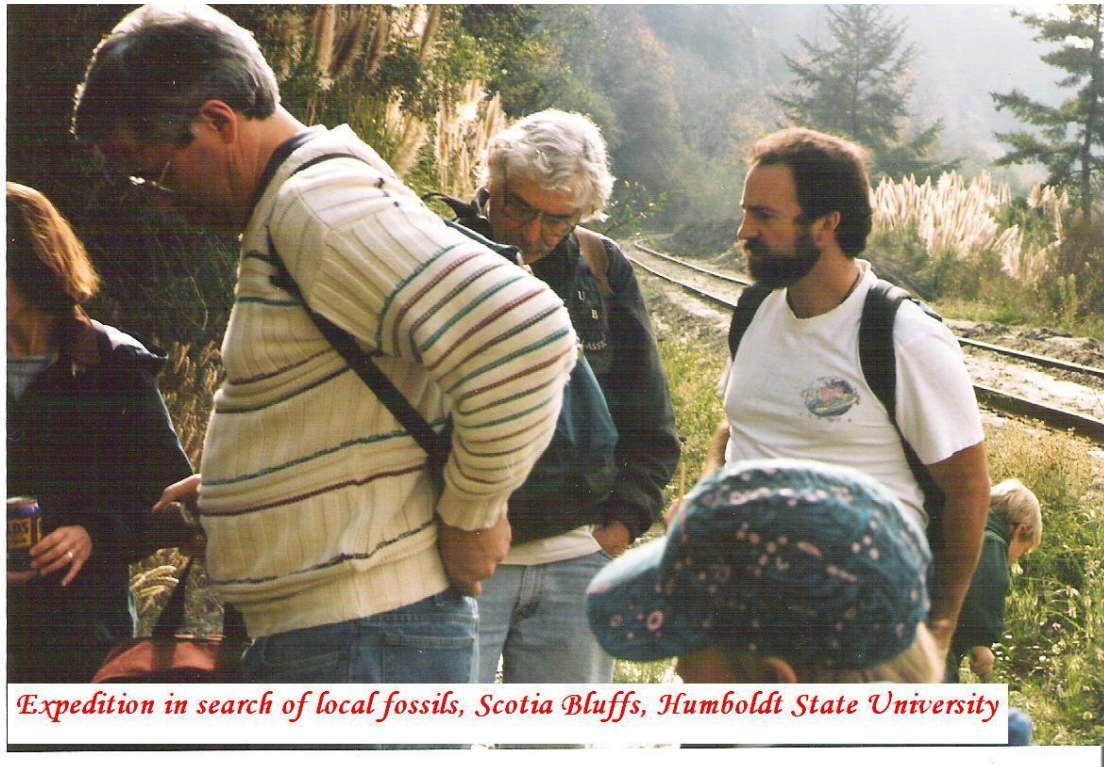
ADJUNCT & VOLUNTARY POSITIONS

Research Associate,
University of California
Museum of Paleontology
(UCMP), Current

University of
California, Berkeley, CA

Research on the
vertebrate paleontology of
Santa Cruz & San Mateo
Counties





Research Associate, California Academy of Sciences, Current

San Francisco, CA

Research into the invertebrate paleontology of Santa Cruz & San Mateo Counties

Vice Chair, Sanctuary Education Panel, (8/2011-9/2012)

Monterey Bay National Marine Sanctuary,

Simona Bartle, Chair, sbartl@mlml.calstate.edu

iDigFossils Presenter (July, 2017)

Santa Cruz County Office of Education, Santa Cruz

Presented lesson on NGSS Modeling of Evolution and Field Trip to Capitola Beach, CA

iDigFossils Teacher Leader (May, 2018-present)

Univ. of Florida, School of Teaching
and Learning, Pavlo Antoneko, Principal

Investigator, P.O. Box 117048,
Gainesville, FL, (352) 273-4176



Wayne Thompson: Paleontologist

September 8, 2019



<https://www.santacruzmuseum.org/wayne-thompson-paleontologist/>

Memberships and Professional Associations, Past & Present

- ✓ Society of Vertebrate Paleontology
- ✓ Society for Materials & Methods in Paleontology
- ✓ California Association of Environmental Professionals, Monterey Bay Chapter
- ✓ U.C. Santa Cruz Alumni Association
- ✓ U.C. Berkeley Alumni Association
- ✓ Museum Research Associate, UCMP (University of California Museum of Paleontology)
- ✓ Research Associate, CAS (California Academy of Sciences)
- ✓ Member, Soc. for the Study of Evolution
- ✓ Member, PS-SEPM

PROFESSIONAL REFERENCES

- **Charles Powell**, Emeritus Paleontologist, U.S. Geological Survey, Menlo Park, CA, Associate for 34 years. 408-679-1612
- **Lisa D. White**, Education & Outreach, U.C. Berkeley Museum of Paleontology, CA, Associate for 34 years. 415-987-7064
- **Austin Hendy**, Collections Manager, Department of Invertebrate Paleontology at the Natural History Museum of Los Angeles County, Associate for 4 years, 310-851-4764
- **Christina Garcia**, Invertebrate Zoology and Geology Collections Manager, California Academy of Sciences. Associate for 4 years.

- **Mary McGann**, Research Paleontologist, Pacific Coastal and Marine Science Center, U.S. Geological Survey, Menlo Park, CA, Associate for 34 years. 650-329-4979.
- **Kathleen Aston**, Collections Manager, Santa Cruz Museum of Natural History. Associate for 4 years.

Sierra

THE MAGAZINE OF THE SIERRA CLUB

CLIMATE & ENERGY

LANDS & WATERS

ADVENTURE

LIFESTYLE

MAGAZINE

DONATE



Paleontologist Wayne Thompson | Photos by Gabriela Hasbun

Field-Tripping Adults Chase Megalodon in Monterey Bay

How I traveled through time during the pandemic

<https://contentdev.sierraclub.org/sierra/2021-2-summer/field-trip/field-tripping-adults-chase-megalodon-monterey-bay>



[Wayne Thompson, Research Gate](#)

DIGITAL BUSINESS CARD

EDUCATION * RESOURCES COORDINATION * CONSERVATION



FOSSIL TALK

NORTHERN CALIFORNIA
PALEONTOLOGICAL SOCIETY

Vol. 1 * No. 2 February 1993

We Must be Doing Something Right!

The last meeting of the Northern California Paleo Society had close to 40 in attendance for a record turnout in January! Dr. Doris Niles delivered a slide show on Humboldt County fossils and Wayne Thompson spoke on some of the sites we know of which preserve entire faunas.

We also established several new committees which will be responsible for the inner workings of the society:

Newsletter Committee

all the support we've shown to-date with a field trip or potlach in March--give us your suggestions at the February 23 meeting.

Please send in your dues contribution now to ensure that our group continues to meet and that your name remains on the newsletter mailing list.

We're also in need of

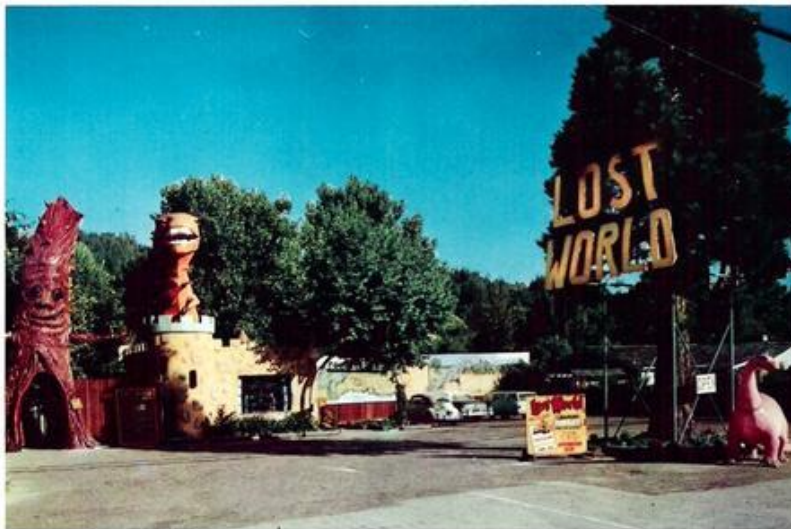
without a strong newsletter to get information to our members the group will be much less effective. So, please tuck some cash away for the meeting at the end of the month or mail your subscription in now. There is a membership application included in this newsletter mailing.

We also spoke about the idea of having a joint meeting between NCPS (thats us) and the Sierra Club as well as the Redwood Camera Club. The general consensus at

The Lost World

A Childhood of Adventure

from *"The T. rex & the Apple Orchard"* by Wayne Thompson



STORYBOOK LAND

One part of Dinosaur Land was the fanciful "Storybook Land" in which dinosaurs and other extinct creatures came to life to form a musical ragtime band, a city jail complete with jailed cave men and dinosaur guards, and

other magical scenarios.

Storybook Land was for three young kids the gateway to Carbonero Creek a once-wild and untouched area of Scotts Valley where rich deposits of turtles and arrowheads could be found.

THE ENCHANTED FOREST

The Enchanted Forest, also known as the Tree Circus and Mystery Forest, was the creation of Axel Erlandson, a farmer from Turlock, CA, whom my father Larry met in the late 1950's. I spent half my childhood growing up in the Enchanted Forest. They struck up a friendship and when Axel could no longer care for his



incredible creations my father purchased the Circus and built the Lost World around them so that passers-by on Hwy 17 would see the large dinosaurs and be attracted to the Forest. These 70 incredible trees were each a unique friend to a young and impressionable boy who grew up in the forest.

Dinosaur Land

This area of the Lost World Amusement Park was where I spent the first 18 years of my life as a young boy. Growing up in a somewhat "real life" Jurassic Park provided countless hours of wonder and a myriad of whimsical stories. I remember when the motors inside the animatronic Triceratops would break down my brother and I would jump for joy because it meant we could climb inside the belly of the huge beast to rock the giant I-beams supporting the head and growl in our best dinosaur voice for the customers strolling through the park.

Wayne Thompson



PAGE 1

GREETING THE PUBLIC AS THEY ENTERED THE LOST WORLD



Favorite Friend; *A cave boy.*

Best conversation as a kid; *My animatronic tree; with my mom on the other end at the microphone greeting customers.*

The Castle at the Lost World is where I grew up. There was a gift shop in front and our quarters to the rear. I remember best spending summer nights in the park. The entrance to the park via our animatronic tree; it would bat its eyelashes, move its "limbs" and we would talk to customers through the microphone. The Triceratops with the goldfish pond below it was my favorite reading spot after school. It was a signature attraction and I remember it arriving on the long tractor trailer one day when I was less than five. Dino the baby "brontosaurus" was a favorite of children for photographs. My mother's belt from one of her

dressess formed the leash harness. This tree still stands today at the front of Gene Bustichi's Tree Circus Center on Scotts Valley Drive



The Lost World was filled with magic and wonder for the children who grew up in the Enchanted Forest, Storybook Land, and Dinosaur Land.

ANATOMY OF THE ENTRANCE

This is the castle where I lived growing up.

Entrance to the park via our animatronic tree.

I remember playing on these huge redwood rounds as a boy.



This tree still stands today.

The Triceratops with the goldfish pond below it was my favorite reading spot after school.

Dino the baby "brontosaurus"



A WORLD OF WONDER

Little did I know it at the time but in a very fundamental way my experience with dinosaurs, sunday school, and the sense of place I was immersed in while my mother ran the park would sculpt my dichotomous world-view for years to come and allowed me a perspective of life that would be difficult to duplicate today; all childhoods are unique.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 5, 2022

TO: Honorable Mayor and City Council

PREPARED BY: Casey Estorga, Administrative Services Director

FROM: Mali LaGoe, City Manager

SUBJECT: **AUTHORIZATION TO EXECUTE A MULTI-YEAR
PROFESSIONAL SERVICES AGEEMENT WITH CYBER
ASCEND TECHNOLOGIES FOR INFORMATION TECHNOLOGY
MANAGED SERVICES WITH AN OPTION TO EXTEND
ADDITIONAL YEARS AS NEEDED**

SUMMARY OF ISSUE

For more than a decade, the City of Scotts Valley contracted with Stepford, Inc. for managed information technology (IT) services. During that time, the City's IT infrastructure was not adequately maintained and when the COVID-19 pandemic suddenly demanded extensive IT support, the City was far from prepared to adapt to remote and online operations. In November 2021, the City of Scotts Valley entered into an Agreement for Professional Services with Cyber Ascend Technologies to augment the services received from Stepford for IT managed services, and in March 2022, the City terminated the contract with Stepford, relying solely on Cyber Ascend as an interim service provider.

Recognizing the need to identify a long-term IT support solution, the City contracted with consulting firm Management Partners to assist in selecting a firm to provide IT managed services. Management Partner had recently assisted several other cities with similar Request for Proposal (RFP) processes and provided valuable templates and expertise to the City staff.

With Management Partners' assistance, on June13, 2022, the City published a Request for Proposal (RFP) to facilitate a process and secure a long-term agreement with an IT managed service provider. The RFP identified the City's requirements for base services, desktop and server services, network and security services, including on-call and off hours support essential for the City's 24/7/365 operations. The RFP was emailed to 12 vendors as well as posted on the City's website at <http://scottsvally.org/DocumentCenter/View/3122/City-of-Scotts-Valley---RFP-for-IT-Managed-Services---Released-06132022?bidId=23>.

Four firms responded and the proposals were rated by two City staff members and one outside IT professional. All raters used the same rating sheet, which included defined criteria and items to consider in scoring considerations to ensure a consistent standard was applied.

Based on the overall score, staff invited the top two vendors to a two-hour interview on Friday, September 2, 2022, at Scotts Valley City Hall. Each vendor was provided with the agenda and a presentation outline with specific topics. The City Manager, Administrative Services Director, and Management Partners IT consultant participated in the interviews. After the interviews, the interview panel discussed the presentations. Overall, both vendors are generally qualified, but Cyber Ascend's local presence and attention to the day-to-day operational needs of the City stood out over the second vendor. Highlights of the discussion included Cyber Ascend has multiple staff members who live within the City of Scotts Valley and assigned staff participated in the interview. In addition, Cyber Ascend, the interim provider, has already established a good working relationship with the City and has fixed or addressed longstanding issues the previous service provider was unable to resolve.

The competitive process concluded with City staff recommending the City Council authorize a multi-year agreement with Cyber Ascend Technologies as the City's IT managed service provider. Because the City has an existing, short-term agreement with Cyber Ascend Technologies that expires December 31, 2022, moving forward with a long-term agreement would require the City to terminate the existing agreement and execute a new contract.

The new contract includes all base IT services, including assisting with IT purchasing by making recommendations to City staff for approval, obtaining quotes for new or renewals software and hardware, and adhering to all City purchasing policies. Cyber Ascend Technologies will also will deliver and manage projects using a consistent methodology; create and maintain accurate documentation related to equipment, manage change control for new and existing users, develop standard operating procedures, and device configurations; ensure service level metrics are met; oversee assets and change management; provide a helpdesk ticketing system; provide regular reporting; meet regularly with key City staff; conduct an annual technology audit, and assist the City with annual budget development.

FISCAL IMPACT

The total maximum amount for the term of November 1, 2022 through June 30, 2025, is \$800,000 which includes a contingency of \$65,000 for planned and unforeseen projects, and afterhours emergency response. Funding for this agreement has been included in the FY 2022-23 Adopted Budget and will be included in future budgets based on the City's annual budget process and subject to City Council approval. Estimated annual costs are as follows:

Estimated partial FY22/23 Cost	\$ 170,000
Estimated FY 23/24 Cost	\$ 275,000
Estimated FY 24/25 Cost	\$ 290,000
<u>Contingency</u>	<u>\$ 65,000</u>
Total Contract	\$ 800,000

Costs related to acquiring new hardware and software systems owned by the City will be in addition to the cost for IT managed services. Those costs will adhere to the City’s purchasing and budgeting policies and will be charged to the appropriate City Fund depending on if the hardware or software is (1) a citywide resource or (2) is specific to a department or project.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to terminate the existing short term agreement between the City of Scotts Valley and Cyber Ascend Technologies, effective October 31, 2022 and execute a new multi-year Professional Services Agreement, in a form approved by the City Attorney, between the City of Scotts Valley and Cyber Ascend Technologies for the initial term of November 1, 2022 through June 30, 2025 with a cost for managed IT services not to exceed \$800,000 and an option to extend the contract on an annual basis at a price to be agreed upon by the parties.

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**CITY OF SCOTTS VALLEY
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 5, 2022 by and between the City of Scotts Valley, a public agency organized and operating under the laws of the State of California with its principal place of business at 1 Civic Center Drive, Scotts Valley, CA 95066 ("City"), and Cyber Ascend Technologies a corporation with its principal place of business at 4615 Scotts Valley Drive, Scotts Valley, CA 95066 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project: Information Technology Managed Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$800,000 in the initial term. This amount includes Information Technology Managed Services as described in Exhibit A, and a contingency to allow for additional services based on pre-approval for projects. Periodic payments shall be made within 30 days of receipt of an invoice which includes service fees, special projects and monthly service reports per scope of work. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

- a. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City. Upon request by City during the term of this Agreement, Consultant shall provide to City such documentation and other information regarding the performance of the required services, or the use, operation, support and maintenance of the systems and all associated software (including any applications developed as part of the required services), hardware, networks and equipment, as is collectively sufficient to enable reasonably skilled personnel of City or a third party service-provider to understand the provision of any services provided under this Agreement and the use, operation, support, and maintenance use of the IT systems.
- b. Consultant shall also provide sufficient documentation for all upgraded or replacement software, hardware, and network components within a reasonable time following installation. To the extent that any documentation relates to third party works, Consultant shall provide documentation that is generally created and accepted in the applicable industry.
- c. In addition to Consultant's obligations with regard to documentation set forth herein, Consultant shall promptly deliver upon request all documentation and data related to City or performance of the required services then held by Consultant, except for documents and data that are legally privileged in the hands of Consultant.
- d. Except as otherwise provided in "Termination or Abandonment," below, all original field notes, written reports, drawings, programs, files, data, specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

5. Term

The term of this Agreement shall be from November 1, 2022 to June 30, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement on an annual basis thereafter at a price agreed upon by the parties. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement.

6. Delays in Performance

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint (Force Majeure Event").

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b. Should such Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. In the event Consultant being unable to perform during any period of time some or all of the required services, the City:

- (i) shall not be required to pay for such unperformed services;
- (ii) shall be entitled to engage an alternative Consultant on an interim basis to perform the services that Consultant is not able to perform as a result of the Force Majeure Event, until such time as Consultant is able again to perform the services in accordance with the terms hereof; and
- (iii) shall have the right to terminate this Agreement without liability

c. Notwithstanding the foregoing, a Force Majeure Event shall not relieve Consultant from its obligations hereunder: (i) in the event that such obligations are not directly affected by such Force Majeure Event; (ii) in the event that Consultant's failure to perform its obligations could have been prevented by testing that could have reasonably foreseen such failure, reasonable work-around, other exercise of reasonable diligence or the use of technology common and prevalent in the industry; or (iii) to the extent that the Force Majeure Event is caused by Consultant's failure to perform its Disaster Recovery or Business Continuity Plan obligations in accordance with this Agreement

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements, applicable data protection, nondisclosure and privacy laws, and conflict of interest laws. Without limiting the generality of the foregoing, Consultant represents and warrants that all services shall comply with applicable local, state and federal or other laws and regulations related to data protection, data privacy and the transmission of technical or personal data, including but not limited to California Information Practices Act of 1977 (Cal. Civ. Code §1798 et seq.), the Health Information Portability and Accountability Act (29 U.S.C. §1181 et seq.), and applicable CJIS Security Policy promulgated by the FBI, as each may be amended from time to time. Consultant shall be liable for all violations of such laws and regulations in connection with services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant shall comply with all policies and procedures of City that pertain to Consultant in connection with performance of the required services, including but not limited to maintaining secure systems and networks, managing data/information/software access and security, and limiting data/security breaches and disclosures of confidential information as defined by City or applicable law. Material violations or disregard of such industry best practices or federal, state or local laws, regulations, or City policies and procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by Consultant personnel to City's information systems, networks, equipment, property, and facilities and termination of this agreement without penalty. In order to verify compliance with the standards and requirements of this Agreement, City shall have the right to conduct annual security or other audits as prescribed by law.

b. Consultant represents and shall ensure that key personnel initially or subsequently assigned to perform the services required by City shall be experienced professionals, possessing the appropriate knowledge, skills and expertise to perform their designated duties.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

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(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Limits

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of

any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City

and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including

wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole

responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

- a. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.
- b. Subject to and in accordance with applicable law, Consultant at its sole expense shall have appropriately verified the qualifications of its personnel prior to assignment to this Agreement or the Project, including verification of employment history and qualifications; conducting reference checks; verifying technical certifications, education completed or degrees awarded; performing drug testing; conducting fingerprinting and a security background check that includes investigation and identification of all state or federal misdemeanor or felony convictions of such individual, and criminal charges pending against such individual, during the immediately preceding seven (7) years, and performing such other types of verification as reasonably requested by City. Prior to commencing services, Consultant personnel (including any subconsultants or sub-subconsultants) must successfully pass a California Department of Justice Live Scan Fingerprinting background check ("Live Scan"). Consultant shall be responsible for obtaining the Live Scan and shall bear the cost thereof.
- c. Consultant agrees that it shall not delegate performance of services under this Agreement to any owner, employee, agent or representative of Consultant that is a retiree of the California Public Employees' Retirement System ("CalPERS") or that remains an inactive or active member of CalPERS. City and Consultant agree that any owner, employee, agent or representative of Consultant assigned to perform any of the Services under this Agreement shall be the exclusive employee of Consultant and shall not establish a common law employment relationship with the City. City and Consultant further agree that any single owner, employee, agent or representative of City and Consultant assigned to perform any of the services under this Agreement shall not perform services under this Agreement in excess of 960 hours in any fiscal year. In the event that the City incurs any CalPERS pension liability as a result of Consultant's assignment of any of Consultant's owner, employee, agent or representative to perform any of the services under this Agreement, Consultant agrees that it shall bear the full responsibility for such pension liabilities, including the payment of normal costs and unfunded liabilities associated with services performed by Consultant's owner, employee, agent or representative under this Agreement.

15. Confidentiality

- a. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: non-public information, data, or material regarding

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the City's legal or business affairs, computer data, software, internet technology security environment, or other information reasonably understood to be confidential. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

- b. Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- c. Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- d. Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information. Prior to performing any Services, Consultant employees or independent contractors who will access the CityCity's Confidential Information, shall sign a confidentiality and non-disclosure agreement concerning access protection and data security. Consultant shall provide its employees and independent contractors only with the level of access as is required for such individual to perform his/her/their assigned tasks and functions.
- e. Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by applicable law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

16. Laws and Venue.

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This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Cruz, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. In connection with any expiration or termination of the Agreement or cessation for whatever reason of Consultant's performance of the required services or any portion thereof then being provided (together, "terminated service(s)"), Consultant shall take all necessary and appropriate actions to accomplish a complete, timely, and seamless transition from Consultant to City, or to any third party service providers designated by City, without material interruption or material adverse impact to the required services, service levels, and any other services provided to City by third parties. At City's option, Consultant shall immediately give title and possession to all original field notes, drawings and specifications, written reports, computer files and other documents, files or data produced or developed for that portion of the work completed and/or being abandoned, and/or Consultant shall provide City with written certification of the destruction of, all such documents, computer files, data and other materials containing any Confidential Information of City that are in Consultant's possession or control. Consultant shall promptly cooperate with City and any designated service providers, and take all necessary steps to assist City in effecting a complete and timely disentanglement, including the provision of all information necessary to effect the transition, and continue the provision, of any terminated service. Consultant shall also provide for the prompt and orderly conclusion of all work related to the services being terminated, as City Client may require, including completion or partial completion and documentation of all work in progress, and other appropriate measures to effect an orderly transition to City or designees. Consultant's obligation to provide the required services shall not cease until the earlier of the following: i) the disentanglement is completed to the City's reasonable satisfaction, or ii) twelve (12) months after the date of termination or expiration, as the case may be

18 Documents

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Phil Neuman** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066
Attn: City Manager

CONSULTANT:

Cyber Ascend Technologies
4615 Scotts Valley Drive Ste A
Scotts Valley, CA 95066
Attn: Phil Neuman

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to

those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects. Nothing herein shall prevent City from providing for itself or obtaining from any third party, any products or services in any way similar or comparable to the services. Consultant shall provide to City, or City's chosen service-provider, reasonable cooperation, assistance, and access as necessary to facilitate the integration and interfacing of the services or products of such other consultants.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SCOTTS VALLEY
AND CYBER ASCEND TECHNOLOGIES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SCOTTS VALLEY

Approved By:

Mali LaGoe
City Manager

Date

Attested By:

City Clerk

Approved As To Form:

City Attorney

CYBER ASCEND TECHNOLOGIES

Signature

Name

Title

Date

Exhibit A
Scope of Services

Cyber Ascend Technologies, Inc, shall provide the following services under this agreement:

1 General Support

- 1.1 Contractor shall provide support for City desktop and desktop applications.
- 1.2 Contractor shall work with vendors for application issues beyond routine repair procedures and for non-standard, unique third-party software that the City utilizes.
- 1.3 Contractor shall provide 24/7 support to all Intel (and non-Intel) based server(s).
- 1.4 Contractor shall provide 24/7 management and monitoring of the network infrastructure.
- 1.5 Contractor shall provide 24/7 network security and cyber security monitoring and management.
- 1.6 Contractor shall provide centralized security patches/updates and firmware process.
- 1.7 Contractor shall evaluate and recommend technology upgrades to the City as needed to improve performance, security, reliability, etc. The City will act as the final decision maker for any proposed upgrades.
- 1.8 Contractor shall identify, evaluate, and recommend any third-party software tools that City will be required to procure. The City will act as the final decision maker for any software licensed by, or for, the City, procured with City funds, or required to be reimbursed with City funds.
- 1.9 Acceptance Testing and Documentation of Procedures. Following the completion by Contractor of any deliverables required by this Agreement that result in operational changes or new processes, City shall test each process/procedure in accordance with standard industry procedures, noting in writing whether the deliverable will be accepted (final acceptance) or if modifications are required. Following final acceptance by City, Contractor shall provide written documentation procedures within thirty (30) calendar days of the effective date of final acceptance.
- 1.10 Contractor Staffing: Contractor shall provide technical staff that are knowledgeable and trained to carry out this Scope and Services. Based on ongoing IT needs, staffing levels may change upon mutual agreement between Contractor and City. Managed Service staffing includes:
 - 1.10.1 **Dedicated Account Manager** - Act as the main point of contact between Contractor and City.
 - 1.10.2 **Desktop and Server** - Technical skills necessary to support current and future City desktop, mobile and peripheral infrastructure.
 - 1.10.3 **Systems and Network Engineer** - Technical engineering support for the City's servers and network infrastructure.
 - 1.10.4 **Chief Technology Officer / Director of IT** - Serve as the Senior Engineer, Strategist and Technology Consultant to the City.
 - 1.10.5 **Project Management** – tools, techniques, and resources to support managed services
 - 1.10.6 **Continuing Education and Training** - Contractor shall ensure all staff complete all necessary training and credentialing to provide this Agreement's services.

1.11 City Resources

The City will provide Contractor with resources as needed to carry out services such as facilities access, server, and network access, and temporary workstations. Contractor shall communicate in advance to the City when assistance is required.

City will provide a designated point of contact for Contractor.

2 Service Delivery Areas

- (1) Base Services
- (2) Desktop and Server Services
- (3) Network and Security Services

2.1 City's preference is one service provider for all service delivery areas.

2.2 Services not included are related to the implementation of new infrastructure or new software systems. Contractor will provide cost estimates to the City for all none-included services as needed. The cost estimate should be itemized with descriptions of each item.

3 Base Services

3.1 Purchasing

- 3.1.1 Contractor will be responsible for making recommendations on IT-related equipment (hardware) and software and coordinating with vendors as requested, although City will make purchase.
- 3.1.2 Contractor will be responsible for obtaining quotes for maintenance or warranty renewals and reviewing the terms and conditions of the City's maintenance and support agreements. Contractor shall follow all City purchasing policies. The City will act as the final decision maker for any hardware or software purchases made on behalf of the City, procured with City funds, or required to be reimbursed with City funds.
- 3.1.3 All hardware and software purchases shall be updated in an asset database with serial numbers, warranties, and expiration dates and will be reflected in the annual Tech Audit.

3.2 Project Management and Delivery

- 3.2.1 Contractor shall deliver and manage projects with a high level of professionalism and skill to ensure timelines, scope and budgets are adhered.
- 3.2.2 Contractor will provide a consistent methodology for all technology projects (i.e., planned during the yearly budget process, ad hoc projects) to ensure successful projects.
- 3.2.3 At Scotts Valley's sole discretion, new technology or application implementation requiring project management and services, maybe sole-sourced to the Contractor or maybe submitted for outside bids.

3.3 Documentation

- 3.3.1 Contractor shall create and maintain accurate and updated technology documentation, including, but not limited to:
 - 3.3.1.1 Device configuration version control
 - 3.3.1.2 Change control documentation, including thorough test plans
 - 3.3.1.3 Standard procedures (i.e., patch management)

- 3.3.1.4 Updated equipment/application/warranty/license lists
- 3.3.1.5 Vendor contact list
- 3.4 Service Level Metrics, Availability and Response Times
- 3.4.1 Support Tracking
- Contractor shall utilize an interactive ticketing system that tracks each ticket from initiation to completion. The system shall serve as the central communication hub between the Contractor's helpdesk and City users. In addition, the Contractor shall provide a weekly report on outstanding support tickets to the City.
- 3.4.2 Service Levels aims to ensure that the Contractor meets City's business requirements for availability, reliability, and secure services that are backed by service levels. By meeting these objectives, City aims to:
- ensure end-user experience and productivity
 - standardize hardware and software environments
 - ensure security, data management, and backup
 - ensure asset management and control
- 3.4.3 Contractor shall follow industry best practices, specifically the "Service Operation" standards outlined by the Information Technology Infrastructure Library (ITIL). Contractor shall use processes governed by a Service Level Matrix ("SLM") and a set of Service Level Objectives ("SLOs") to identify incidents (i.e., alerts and/or events), define each incident's priority level (defined by that incident's urgency and impact), respond to incidents in order of priority, and ultimately resolve incidents as quickly as possible.

Service Type	Service Delivery	
Regular Service	7:00am to 6:00pm, Monday - Friday	Help Desk hours are defined as 7:00am to 6:00 pm Monday through Friday except for City holidays.
After Hours Service	6:00 pm to 7:00am Monday – Friday All hours Saturday, Sunday	Desktop support performed by Contractor outside the normal business hours, on weekends or holidays will be billed at the appropriate overtime rates
Network Support	24X7X365	Network support 24X7X365 is included in pricing without additional charges.
Police Support	24X7X365	Ability to respond to Police Department support requests (CAD/RMS, Mobile, inCar Computers and Cameas)

Table 1 - Service Level Metrics / Objectives

	P1 – Critical	P2 – Important	P3 – Normal	P4 – Low
Metric	Objective	Objective	Objective	Objective
Availability- Network Support Operations	24x7x365	24x7x365	24x7x365	24x7x365

Availability-Helpdesk	24x7x365	24x7x365	24x7x365	Regular Service Hours
Acknowledgement	15 minutes	15 minutes	30 minutes	30 minutes
Status Updates	30 minutes	2 hours	8 hours	12 hours
Resolution Plan	< 4 hours	< 8 hours	< 8 hours/NBD	< 3 days
Resolution Time	90% resolved in less than 4 hours	90% resolved in less than 8 hours	75% resolved in less than 16 business hours	75% resolved in less than 1 week

Table 2- Priority Levels

Incident Priority	Definition
P1 – Critical	Typically, an emergency incident affecting all or most users and that is halting the use of critical "line of business" applications and/or access to the network or a data/security breach. Examples: Email server(s) not sending/receiving email, Internet connection down, database server appears offline, etc.
P2 – Important	Likely affecting multiple users and impairing access to one or more critical business applications, though, not resulting in a complete stoppage of work. Examples: Slow/intermittent Internet connectivity, backup failures, imminent server crash due to lack of hard disk space, etc.
P3 - Normal	Typically affecting between 1 and 5 users and generally non-critical in nature. Workarounds are likely available. Examples: User cannot print to a network printer, user's domain account locked due to unsuccessful password entries, a user has deleted an email by accident and wants it restored, etc.
P4 - Low	The problem affects no more than a few users and is typically non-business impacting. Workarounds available. Examples: User has some "dead pixels" on her monitor, user application displaying persistent error messages with no impact to use of the application, occasional static heard on a particular VoIP phone, etc.

3.4.4 Contractor shall deliver a monthly report (SLA Report) documenting performance according to the agreed-upon service levels set forth below. Any SLA that is not met will require a remediation plan included in the SLA Report that will be implemented in less than 30 days

3.5 Account Administration, Management, and Reporting

Contractor is responsible for maintaining a high level of service and accurate reporting on that service. Account administration includes, but is not limited to, the following services and reports:

3.5.1 Contractor may be required to sign a Management Control Agreement with the Police Department.

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- 3.5.2 Staff working on Police systems will be required to complete a background check and CLETS training and certification per Scotts Valley Police Department requirements.
 - 3.5.3 Prepare and deliver Service Level Agreement Reports (monthly)
 - 3.5.4 Report of all Help Desk tickets or reported incidents that have been open more than three days (weekly)
 - 3.5.5 Summary report of all tickets opened, closed, or worked during the month, with a status for each
 - 3.5.6 Prepare and conduct an IT Satisfaction Survey (annually)
 - 3.5.7 Perform Annual Technology Audit to include the current state of all hardware, software, licenses, vendors, diagrams, and recommendations for improvements, innovation, new technology, including improvement and sustainability projects
As part of this audit, the Contractor should present the City with all upcoming hardware and software technologies that will help improve the performance of City's hardware and software, which will eventually help improve City's services.
 - 3.5.8 Attend IT meetings (quarterly) on-site or via teleconference with department IT user group
 - 3.5.9 Conduct monthly IT status update meetings with City designated point of contact
 - 3.5.10 Provide status of service request or project (as needed)
 - 3.5.11 Decommission and remove hardware, including hard drives in compliance with DOJ/CJIS policies
 - 3.6 Asset Management Services include:
 - 3.6.1.1 Physical inventory
 - 3.6.1.2 Asset receiving
 - 3.6.1.3 Asset tracking
 - 3.6.1.4 Software license management
 - 3.6.1.5 Asset cascading and disposal
 - 3.7 Change Management
 - 3.7.1 Managing and minimizing disruption to end-users is critical in delivering high levels of customer service. Therefore, Contractor shall establish a robust Change Management methodology to ensure changes are managed. Proposal must provide a Change Control structure including roles and responsibilities, required inputs and outputs, and communication requirements. Identify any areas where specific processes or procedures needs to be adhered (e.g., application vs. infrastructure).
 - 3.8 Transition/Onboarding
 - 3.8.1 The City of Scotts Valley IT needs described in scope of services are currently supported by a private contractor. A separate firm supports specific functions within the Police Department related to 911 software and radios.

4 Desktop and Server (Intel based) Services

- 4.1 Help Desk management, maintenance, and monitoring activities for the operation and performance of network equipment, desktops, peripherals, and telephone equipment.

- 4.2 Contractor shall provide a full-service Help Desk from 7:00 a.m. to 6:00 p.m., with ability to provide on-site resources (as needed) Monday through Friday that will include escalation resources, as well as 24 hour on-call resources for urgent priorities that may need immediate response on-site and/or remotely.
- 4.3 Contractor shall provide support for Microsoft Windows operating system, Microsoft Office (multiple versions), Microsoft Server (multiple OS version)
- 4.4 Contractor shall provide support for Office365
- 4.5 Contractor shall manage all aspects of Help Desk service delivery as a single point of contact, including:
- 4.5.1 All problem resolution
 - 4.5.2 Service request tracking
 - 4.5.3 Problem management
 - 4.5.4 Call escalation management
 - 4.5.5 Dispatch
 - 4.5.6 Knowledge management
 - 4.5.7 Self help
 - 4.5.8 New Employee Onboarding / training
 - 4.5.9 Manage the team providing services to Scotts Valley
 - 4.5.10 Manage the performance of Contractor's personnel and services and continually seek opportunities to enhance and improve performance
 - 4.5.11 All help desk tickets will be reviewed and prioritized by Scotts Valley
 - 4.5.12 A maximum of two City staff requires the ability to adjust priorities within the ticketing system
 - 4.5.13 Provide Scotts Valley monthly service level reports to access to monitoring tools.
 - 4.5.14 Staff may participate in receiving alerts and alarms. (e.g., Wi-Fi, server room temperature, hardware issues)
- 4.6 Operations will be focused on delivering exceptional customer service. The Contractor will be required to measure and monitor customer service and provide monthly reports on customer service delivery (i.e., survey response via closed tickets). Contractor will also provide a process for customer service escalations and remediation.
- 4.7 Throughout this section, please note any third-party software tools that Scotts Valley will be required to procure or that the Contractor will be licensing on Scotts Valley's behalf. Include all costs in your proposal.
- 4.8 Desktop Hardware / Software Maintenance Support
- 4.8.1 Service provided in this area supports desktops hardware and software, laptops hardware and software, and the peripheral devices attached to them. A wide variety of applications are in use across the departments.
 - 4.8.2 Desktop Client Services include:
 - 4.8.2.1 Hardware break/fix
 - 4.8.2.2 Software break/fix
 - 4.8.2.3 Peripheral break/fix (i.e., printers, scanners, copiers, fax, audio/visual equipment **Note:** Contractor will not be expected to fix a/v related equipment

(e.g., Crestron) but rather help diagnose issues and if necessary, recommend replacement hardware.)

- 4.8.2.4 Technology refresh (includes planning and coordination with City staff)
- 4.8.2.5 Training room setup (setup equipment in miscellaneous locations, as needed)
- 4.8.2.6 Installations, moves, adds, and changes
- 4.8.2.7 Troubleshoot and fix desktop (on site or remotely) and network issues
- 4.8.2.8 Provide support to Emergency Operation Center (EOC) to ensure network connectivity to EOC internet connection and phone lines. Priority will probably be communication and handle network questions/issues. Service provider to help liaise with any of the Police Department's external vendors for their communications.

4.8.3 Desktop Application Services include:

- 4.8.3.1 Basic troubleshooting/connectivity support to Scotts Valley applications
- 4.8.3.2 Image management
- 4.8.3.3 Patch management (all applications)
- 4.8.3.4 Provide and maintain security on the desktops (antivirus)
 - 4.8.3.4.1 Implement antivirus automated scheduled scans and automatic definition updates (no manual updates or scan)
- 4.8.3.5 Electronic software distribution
- 4.8.3.6 Integration and testing
- 4.8.3.7 Support laptops, tablets, iPADS and mobile devices (cell/smart phones)

4.9 Police Department Support

- 4.9.1.1 Support of a law enforcement network to ensure a secure, reliable and high availability operation
- 4.9.1.2 Support the police network, devices and infrastructure; and connectivity to other law enforcement networks (CLETS, UC Santa Cruz and Santa Cruz Sheriff)
- 4.9.1.3 Support Police Department software and mobile computer units (Panasonic Toughbooks); responsible for all connectivity (i.e., netmotion, telecommunication, troubleshoot)

4.10 Third-Party Software Support

- 4.10.1 The contractor will provide basic support of the third-party business application used by the City.
- 4.10.2 Basic support could include connectivity to the application, potential account setup, and upgrade support.
- 4.10.3 Below is a list of major current Third-Party Software in use
 - 4.10.3.1 Work Order System – currently paper or excel/access records. The City is in the process of evaluating cloud-based CMMS systems.
 - 4.10.3.2 Land Use, Planning, Permitting and Inspection Systems (in process of implementing OpenGov)
 - 4.10.3.3 Financial – GFS Municipal Software
 - 4.10.3.4 Police Department (SunRidge CAD/RMS/Mobile and Watchguard In-car Video, NetMotion). Note: There is a variety of vendors that support Police

- Department. Contractor will provide assistance as needed to diagnose and interface with third-party vendors.
- 4.10.3.5 SCADA – Wonderware supported by third-party vendor. Support is related to network connectivity and server OS and hardware
 - 4.10.3.6 GIS – ESRI and ArcGIS, AutoCAD – supported by third-party vendor. Contractor will provide assistance as needed to diagnose and interface with third-party vendors.
 - 4.10.3.7 Adobe Acrobat DC Cloud
 - 4.10.3.8 City Website – cloud based CivicPlus
 - 4.10.3.9 Recreation - ActiveNet
 - 4.10.3.10 Miscellaneous Utility Software (i.e., Cisco WebEx, Zoom, Scanner/OCR, Fuel System, WordPerfect)
 - 4.10.4 Phone System – The City has multiple on-premises Centrix-based PBX phone system with no integration. Support would include diagnosing basic phone line connectivity issues and interfacing with third-party vendors. City is in the process of evaluating VoIP cloud-based solution.
- 4.11 Microsoft Server Administration and Security
- 4.11.1 This section includes the maintenance of all aspects of server security, incident management, virus and malware protection, access control, and auditing.
 - 4.11.2 Contractor shall provide 24X7X365 monitoring of all servers (included in pricing)
 - 4.11.3 Contractor responsibilities include, but are not limited to:
 - 4.11.3.1 Microsoft server administration: with access provided by Scotts Valley, set up users, manage access to resources (file shares/printers), and implement security for each per Scotts Valley requirements
 - 4.11.3.2 Provide all support for VMWare Hyper Converged Server Environment
 - 4.11.3.3 Provide and support an antivirus solution (solution requires approval by Scotts Valley, currently Sophos)
 - 4.11.3.4 Ensure Scotts Valley security policies are enforced on endpoints
 - 4.11.3.5 Perform regular maintenance and auditing to ensure security on all devices
 - 4.11.3.6 Monitor and respond to logs on endpoints, antivirus, patching
 - 4.11.3.7 Ensure servers and devices have the latest available security patches and firmware installed
 - 4.11.3.8 Implement a remote access tool to maintain a secure remote access environment using appropriate technologies
 - 4.11.3.9 Provide remote access administration that comply with Scotts Valley policies
 - 4.11.3.10 Provide assistance to maintain Active Directory and Group Policies
 - 4.11.3.11 Apply and maintain Scotts Valley policies for file system security and user access.
 - 4.11.3.12 Assist with the development of new IT related policies and the updating of existing policies as needed
 - 4.11.4 Storage, Backup & Disaster Recovery
 - 4.11.4.1 Support storage environment

4.11.4.2 Contractor shall manage and ensure the recoverability of all City data based on agreed upon backup and retention schedules.

4.11.4.3 Provide all support related to backup solutions and servers including but not limited to:

- Manage backup systems and Storage Area Network (SAN or VSAN) (if applicable)
- Perform backups and snapshots in accordance with established backup schedule
- Maintain current upgraded backup software and infrastructure
- Perform file and database recovery from backup media or snapshots as requested
- Manage and monitor location of all backup media in accordance with media retention schedule
- Schedule transport and destruction requests
- Perform and document annual backup media disaster recovery test

4.11.5 Office365 with MFA – Provide support for email services and administrative support for the entire Office365 environment licensed by the City (i.e., email, teams, SharePoint, office applications)

5 Network and Security Services

5.1 Contractor shall manage the Scotts Valley's network and provide network engineering, administration, maintenance, and projects services

5.2 Network administration includes maintaining and monitoring the communication through the Scotts Valley network, ensuring optimal performance. This includes but is not limited to document and support of the firewalls, switches, and VLANs.

5.3 Security administration includes the maintenance of all aspects of information security, incident management, firewall services, intrusion protection, penetrating services, system security and auditing.

5.4 The communication/network responsibilities include regular patching, updates, firmware and service pack updates, network operating system upgrades, and the monitoring, maintaining, and optimizing of all the services and devices. The network projects include documenting and ensuring standardizations across the network (e.g., VLANs, device management).

5.5 The network projects will also include maintaining the current environment, as well as changes and improvements to existing operations, including new capabilities. Network projects may be scheduled in advance or may be required on an as-needed basis.

5.6 The responsibilities include, but are not limited to:

5.6.1 Maintaining all WAPs, controllers, switches, and VPNs; provide network design and engineering expertise to maintain network

5.6.2 Evaluating and applying security patches and upgrades

5.6.3 Monitoring network performance and capacity

5.6.4 Identifying potential limitations before traffic on the network increases to the point that it affects system performance

5.6.5 Supporting as needed the VoIP infrastructure (connectivity issues)

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- 5.6.6 Keeping inventory and maintenance records for all network equipment and ensuring documentation and recoverability of network device configurations
 - 5.6.7 Providing or scheduling repairs and maintenance necessary to continue operations and meet approved service levels
 - 5.6.8 Timely coordination and communication with Scotts Valley City staff regarding maintenance and upgrades to minimize impact to Scotts Valley operations
 - 5.6.9 Diagnosing, investigating, and identifying root cause to network problems
 - 5.6.10 Integration with other Agencies / Applications
 - 5.6.11 Ensure applications are available for internal/external access
 - 5.6.12 Maintain security settings, software, and firmware on all network equipment, computers, and laptops
 - 5.6.13 Utilize NIST security framework and standards to manage the Scotts Valley's network security program
 - 5.6.14 Network diagrams
 - 5.6.14.1 The documentation shall be audited and inventoried on an annual basis. A quarterly update will be sent to the designated IT contact for review.
 - 5.7 Other Equipment
 - 5.7.1 Desktop printers are not under a maintenance agreement. Agency expects service provider to support/troubleshooting desktop printers
 - 5.7.2 Copiers are under maintenance contract. Service provide to liaise with vendor.
 - 5.7.3 Security Cameras – Provide support for connectivity issues and interface with third-party vendors connectivity issues and interfacing with third-party vendors

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Exhibit B

Schedule of Charges/Payments

Consultant will invoice City monthly. Consultant will include with each invoice a detailed account of charges and progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant.

Year 1: November 1, 2022 through June 30, 2023

Year 2: July 1, 2023 through June 30, 2024

Year 3: July 1, 2024 through June 30, 2025

Monthly Service Charges	Year 1	Year 2	Year 3
Base services plus 24 hours on site support per week	\$ 12,593	\$ 13,059	\$ 13,526
Network and Security Managed Services	\$ 1,200	\$ 1,300	\$ 1,400
Sophos/WatchGuard Firewalls			
Juniper/HP Switches (Fiber/PoE)			
Wireless Access Points (Juniper/Sophos/Datto)			
Datto / Netgear Switches			
Total Annual Cost (Year1: 8months; Year 2&3: 12months)	\$110,344	\$172,308	\$179,112

Desktop and Server Managed Services (Per unit/month)	Year 1	Year 2	Year 3
City Desktops	\$ 50	\$ 55	\$ 60
City Laptops	\$ 50	\$ 55	\$ 60
Police Panasonic Toughbook's CF-33 MK	\$ 50	\$ 55	\$ 60
Printer/Copiers (Toshiba)	\$ 25	\$ 25	\$ 25
Printers	\$ 25	\$ 25	\$ 25
Tablets/iPad	\$ 8	\$ 10	\$ 12
VoIP Phone (*NEW)	\$ 8	\$ 10	\$ 12
Physical Servers	\$ 125	\$ 130	\$ 135
Virtual Servers	\$ 125	\$ 130	\$ 135

Based on the City's current equipment, expected first year cost for Desktop and Server Managed Services is \$59,400, however this cost will be calculated based on the actual count of equipment units per month of service.

Hourly Costs for Additional Services	Year 1	Year 2	Year 3
Additional On-Site IT Support per hour	\$ 135	\$ 140	\$ 145
Project Management Services Hourly Costs	\$ 135	\$ 140	\$ 145
Law Enforcement After Hours Support	\$ 225	\$ 233	\$ 240
IT Server and Network Support (list separately if different)	\$ 150	\$ 155	\$ 160
After Hours IT Support	\$ 203	\$ 210	\$ 218
After Hours IT Server and Network Support (list separately if different)	\$ 225	\$ 233	\$ 240