REVISED 7/23/2026 AT 4:00 PM

City of Capitola
City Council Meeting Agenda
Thursday, July 23, 2026 – 5:00 PM

City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Margaux Morgan
Vice Mayor: Gerry Jensen
Council Members: Joe Clarke, Melinda Orbach, Susan Westman

Closed Session – 4:30 PM

Closed Sessions are not open to the public and held only on specific topics allowed by State Law (noticed below). An announcement regarding the items to be discussed in Closed Session will be made in the City Hall Council Chambers prior to the Closed Session. Members of the public may, at this time, address the City Council on closed session items only. There will be a report of any final decisions in City Council Chambers during the Open Session Meeting.

i. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation (Gov. Code § 54956.9(d)(2), (e)(1)
One Case

Regular Meeting of the Capitola City Council – 5 PM

1. Roll Call and Pledge of Allegiance

Council Members Joe Clarke, Melinda Orbach, Susan Westman, Vice Mayor Gerry Jensen, and Mayor Margaux Morgan

2. Additions and Deletions to the Agenda

3. Presentations

Presentations are limited to eight minutes.

4. Report on Closed Session

5. Additional Materials

Additional information related to an agenda item on this agenda and submitted to the City after distribution of the agenda packet pursuant to Government Code §54957.5. All correspondence received prior to 5:00 p.m. on the Wednesday preceding a Council Meeting will be distributed to Councilmembers to review prior to the meeting. Information submitted after 5 p.m. on that Wednesday may not have time to reach Councilmembers, nor be read by them prior to consideration of an item.

A. Item 6 - Correspondence Received

B. Item 9B - Correspondence Received

C. Item 9C - Correspondence Received

6. Oral Communications by Members of the Public

Oral Communications allows time for members of the Public to address the City Council on any "Consent Item" on tonight's agenda, or on any topic within the jurisdiction of the City that is not on the "General Government/Public Hearings" section of the Agenda. Members of the public may speak for up to three minutes, unless otherwise specified by the Mayor. Individuals may not speak more than once during Oral Communications. All speakers must address the entire legislative body and will not be permitted to engage in dialogue. ***A maximum of 30 minutes*** *is set aside for Oral Communications.*

7. Staff / City Council Comments

Comments are limited to three minutes.

8. Consent Items

All items listed as "Consent Items" will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Council votes on the action unless members of the City Council request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Government. Note that all Ordinances which appear on the public agenda shall be determined to have been read by title and further reading waived.

A. City Council Meeting Minutes
Recommended Action: Approve minutes from the special and regular meetings on June 25, 2026.

B. Declaration of Surplus Vehicles and Authorization for Disposal
Recommended Action: Declare the listed City vehicles as surplus property and authorize the City Manager, or designee, to dispose of the vehicles in accordance with Administrative Policy III-8, Surplus Property.

C. Human Resources Information System Agreement
Recommended Action: Authorize the City Manager to execute a three-year agreement with NeoGov in the total amount of $93,523, using a form approved by the City Attorney.

D. PLHA Resolution
Recommended Action: Adopt a resolution authorizing the City Manager to execute the Permanent Local Housing Allocation (PLHA) Program Application 5-year plan, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents that are related to the Program or the PLHA grant award.

E. California Highway Patrol Cannabis Tax Fund Grant
Recommended Action: Adopt a resolution accepting a California Highway Patrol Cannabis Tax Fund Grant in the amount of $200,900.32 and amending the FY 2026-27 General Fund operating budget to increase revenues and expenditures by $200,900.32 related to the grant award.

F. Grant Funding for Beach and Wharf Accessibility Improvements
Recommended Action: 1) Accept grant funding totaling $43,362.63 through the Beach and Coast Accessibility Program administered by Orange County Coastkeeper and funded by the State Coastal Conservancy; 2) adopt a resolution amending the FY 2026-27 Budget to appropriate grant revenues and expenditures for beach and wharf accessibility improvements; and 3) authorize the City Manager to execute any documents necessary to implement the grant-funded improvements.

G. SUESD ELO-P Services Agreement
Recommended Action: Authorize the City Manager to execute a services and facility agreement between the City of Capitola and the Soquel Union Elementary School District (SUESD) for

Expanded Learning Opportunities Program services and the use of the Opal Cliffs facility for the period of July 1, 2026 through June 30, 2028, with compensation to the City in the amount of $66,000.

H. Park at Rispin Mansion Project Completion
Recommended Action: 1) Accept as complete the Park at Rispin Mansion Project constructed by Betz Works Inc. at a final cost of $1,082,118; 2) authorize the City Clerk to file and record a Notice of Completion; 3) adopt a resolution amending the FY 2026-27 Adopted Budget to allocate $32,838 for final project expenditures; and 4) authorize the release of the contract retention of $52,464 as prescribed in the construction agreement.

9. General Government / Public Hearings

All items listed in "General Government / Public Hearings" are intended to provide an opportunity for public discussion of each item listed. The following procedure pertains to each General Government item: 1) Staff explanation; 2) Council questions; 3) Public comment; 4) Council deliberation; 5) Decision.

A. Public Art Statue: "To Honor the Women of the Water"
Recommended Action: 1) Approve the Art and Cultural Commission's recommendation for a public artwork titled "To Honor the Women of the Water"; and 2) direct staff to pursue a partnership with County Park Friends for a fundraising campaign to fund the fabrication and installation of the statue.

B. Fourth Public Hearing To Receive Community Input and Provide Direction to Staff Regarding the Draft Maps and Sequence of District-Based Elections & Introduction of Ordinance
Recommended Action: 1) Conduct a **time-certain duly noticed public hearing at 6:15 PM** to receive community input and provide direction to staff regarding the submitted draft maps and sequence of elections for district-based council elections; 2) Select a District Map; 3) Select the Sequencing of the District Seat(s) to be up for election in 2028, 2030, etc.; and 4) Conduct First Reading/Introduce and waive further reading of an ordinance of the City of Capitola amending Chapter 2.04 of Title 2 of the Capitola Municipal Code to provide for the election of City Council Members by four districts with an elected mayor; establish district boundaries and election order for each district; and make other amendments.

C. Bay Avenue Corridor Safety Improvement Priorities
Recommended Action: Receive an update regarding Bay Avenue corridor safety improvements, including proposed pedestrian, bicycle, and roadway safety enhancements; review available and pending funding opportunities; and provide direction regarding implementation priorities and advancement of design.

D. Cliffwood Heights Neighborhood Rehabilitation Project
Recommended Action: Approve the proposed planning scope for the Cliffwood Heights Neighborhood Rehabilitation Project and provide additional direction, if any.

E. Transportation Project Coordination and Phasing Overview
Recommended Action: Receive a presentation regarding transportation project coordination, interrelationships, and anticipated project phasing and provide direction, if any.

10. Adjournment

The next regularly scheduled City Council meeting is on August 27, 2026, at 6:00 PM.

How to View the Meeting

Meetings are open to the public for in-person attendance at the Capitola City Council Chambers located at 420 Capitola Avenue, Capitola, California, 95010.

Other ways to Watch:

Spectrum Cable Television channel 8

City of Capitola, California YouTube Channel

How to Provide Comments to the City Council

Members of the public may provide public comments to the City Council in-person during the meeting. If you are unable to attend in-person, please email your comments to citycouncil@cityofcapitola.gov and they will be included as a part of the record for the meeting.

Notice regarding City Council: The City Council meets on the 2nd and 4th Thursday of each month at 6:00 p.m. in the City Hall Council Chambers located at 420 Capitola Avenue, Capitola.

Agenda and Agenda Packet Materials: The City Council Agenda and the complete Agenda Packet are available for review on the City's website and at Capitola City Hall prior to the meeting. Need more information? Contact the City Clerk's office at 831-475-7300.

Agenda Materials Distributed after Distribution of the Agenda Packet: Pursuant to Government Code §54957.5, materials related to an agenda item submitted after distribution of the agenda packet are available for public inspection at the Reception Office at City Hall, 420 Capitola Avenue, Capitola, California, during normal business hours.

Americans with Disabilities Act: Disability-related aids or services are available to enable persons with a disability to participate in this meeting consistent with the Federal Americans with Disabilities Act of 1990. Assisted listening devices are available for individuals with hearing impairments at the meeting in the City Council Chambers. Should you require special accommodations to participate in the meeting due to a disability, please contact the City Clerk's office at least 24 hours in advance of the meeting at 831-475-7300. In an effort to accommodate individuals with environmental sensitivities, attendees are requested to refrain from wearing perfumes and other scented products.

Si desea asistir a esta reunión pública y necesita ayuda - como un intérprete de lenguaje de señas americano, español u otro equipo especial - favor de llamar al Departamento de la Secretaría de la Ciudad al 831-475-7300 al menos tres días antes para que podamos coordinar dicha asistencia especial o envié un correo electrónico a jgautho@cityofcapitola.gov.

Televised Meetings: City Council meetings are cablecast "Live" on Charter Communications Cable TV Channel 8 and are recorded to be rebroadcasted at 8:00 a.m. on the Wednesday following the meetings and at 1:00 p.m. on Saturday following the first rebroadcast on Community Television of Santa Cruz County (Charter Channel 71 and Comcast Channel 25). Meetings are streamed "Live" on the City's website by clicking on the Home Page link "Meeting Agendas/Videos." Archived meetings can be viewed from the website at any time.

Gautho, Julia

From: Heidy <Heidy@cwo.com>
Sent: Tuesday, July 21, 2026 8:04 AM
To: City Council
Subject: July 23, 2026 meeting Item 6

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Capitola City Council,

At your June 25, 2025, City Council meeting, I spoke during public comment regarding the Council's reconsideration of its June 11, 2025, decision to adopt four council districts with one at-large elected mayor, with the mayoral election beginning in 2028.

As you'll recall, the June 11 decision was made following a motion, a second, and a unanimous 5-0 vote. For that reason, I was surprised to watch the matter revisited just two weeks later. During the discussion, Councilmember Orbach noted that councils routinely reconsider prior decisions. While that may be true, there is an important distinction here: this was not a long-standing policy being revisited after new information or changed circumstances. It was a decision the Council made only two weeks earlier.

That circumstance raises a broader procedural issue I hope the Council will consider. When there is a reasonable possibility that the Council may reconsider or reverse a previous action—particularly one of significant public interest—that discussion should be clearly identified as a separate agenda item, rather than embedded within a broader presentation. Doing so provides the public with clear notice and provides residents a meaningful opportunity to participate.

The public should not be expected to parse lengthy staff reports or presentations in hopes of discovering that a previously settled matter may be reopened. If the Council is committed to transparency and meaningful public engagement, agenda descriptions should clearly identify when reconsideration of a prior Council action is being contemplated.

These are precisely the kinds of procedural improvements residents are seeking when they ask their governments to operate openly, transparently, and in a manner that encourages informed public participation.

Best Regards,Heidy Kellison

Gautho, Julia

From: Cami Corvin <corvinslegalservices@gmail.com>
Sent: Saturday, July 18, 2026 8:52 AM
To: City Council; City Council
Subject: Agenda Item 9B – Request for Clarification Regarding District Election Transition

Dear Mayor, Council Members, and Staff,

As I reviewed Agenda Item 9B and the accompanying draft ordinance, I had a few questions regarding the proposed transition to district-based elections.

The Frequently Asked Questions document explains that council members elected at-large in 2026 will serve their full four-year terms and that their future re-election will depend on whether they reside in a district scheduled for election in 2028 or 2030. That explanation is helpful.

However, I am still having difficulty understanding how the proposed election sequence transitions from the current at-large system. Specifically, there are currently two at-large council terms scheduled to expire in 2028, yet the staff report and the draft ordinance appear to contemplate one district council election in 2028 and three district council elections in 2030.

In reviewing the draft ordinance, I also noticed that the 2028 provision refers to **"district"** (singular), while the 2030 provision refers to **"districts"** (plural), which appears to correspond with the proposed election sequencing. Could staff please explain how the two current council seats that expire in 2028 transition into that proposed schedule and the legal or procedural basis for doing so?

Additionally, the staff report references adoption of a district map; however, I was unable to locate the proposed district map in the agenda packet. If the map has not yet been finalized, will it be provided prior to Council's consideration of the ordinance? If so, it would be very helpful if staff could also provide a simple timeline or diagram illustrating how the current at-large council seats transition to the new district election cycle between the 2026, 2028, and 2030 elections.

I appreciate the significant work that has gone into this process. My questions are simply intended to better understand the proposed transition, and I believe additional clarification would also benefit members of the public reviewing this important item.

Thank you for your time and consideration.

Respectfully,

Cami Corvin

Camilla "Cami" Corvin
Contract Paralegal

Notary Public
Legal Document Assistant
LDA Registration #59
County of Santa Cruz

Corvin's Legal Services
1840 41st Ave., Suite 205
Capitola, CA 95010
📞 408-406-4137

Business Hours:
Monday–Thursday: 11:00 AM – 4:00 PM
Office is closed Friday-Monday.

In-Office Appointments (by appointment only):
Monday–Thursday: 11:00 AM – 2:00 PM

Phone calls and emails received outside business hours will be returned the next business day.

DISCLAIMER TO CONSUMERS: I am not an attorney, cannot give legal advice, and my office is not a law firm. I may only complete documents at your specific direction.

FOR ATTORNEYS: I am a paralegal pursuant to California Business & Professions Code §6450. I provide paralegal services only under contract with a licensed California attorney.

CONFIDENTIALITY NOTICE: This electronic message, including any attachments, is confidential and may contain privileged information under federal and/or state law. If you are not the intended recipient or responsible for delivering it to the intended recipient, you are not authorized to read, share, forward, distribute, copy, or take any action based on its contents. If you have received this communication in error, please notify the sender immediately and delete it from your system.

Sent by mobile device

Gautho, Julia

From: Gautho, Julia
Sent: Monday, July 20, 2026 9:43 AM
To: City Council
Subject: FW: Agenda Item 9B – Request for Clarification Regarding District Election Transition

Good Morning, Mayor and City Council Members,

Please see response to email below. Please feel free to reach out if you have any questions,

Julia Gautho, CMC
City Clerk
jgautho@cityofcapitola.gov
(831) 475-7300 x. 228

From: Gautho, Julia
Sent: Monday, July 20, 2026 9:42 AM
To: 'Cami Corvin' <corvinslegalservices@gmail.com>
Cc: Districts <districts@cityofcapitola.gov>
Subject: RE: Agenda Item 9B – Request for Clarification Regarding District Election Transition

Good Morning, Cami,

Thank you for your email about the City's 4th public hearing to discuss districting. During our Council meeting on Thursday, staff is recommending that the Council provide input on 2 key pieces of information for inclusion in the draft ordinance: 1) which map shall be included; and 2) the order of which districts will come online in the districting process.

Previously, Council indicated that they wished for the Citywide Mayor to be on the 2028 ballot for a 2-year term. Based on that feedback, this is what is yet to be decided at Thursday's hearing.

- 2026 Election (not being decided 7/23): 3 At-Large Council Seats, will term out in 2030.
- 2028 Election: 1 Mayoral Seat + 1 District Seat (TBD which district – the Council will decide on 7/23)
- 2030 Election: 3 District Seats + 1 Mayoral Seat (TBD which districts – the Council will decide on 7/23)

The Council is making this decision pursuant to Elections Code Section 10010 and Government Code Section 34886. If the Council wishes to amend the order of sequencing after the ordinance has been adopted, they may do so pursuant to Government Code Section 34906.

The maps that are being considered are available on our website. A link is listed as Attachment 2 to the staff report, but I've included it here for your convenience: https://www.cityofcapitola.gov/1009/Map-Submissions

Please let me know if you have any other questions about this item. Best,

Julia Gautho, CMC
City Clerk
jgautho@cityofcapitola.gov
(831) 475-7300 x. 228

From: Cami Corvin <corvinslegalservices@gmail.com>
Sent: Saturday, July 18, 2026 8:52 AM
To: City Council <citycouncil@cityofcapitola.gov>; City Council <citycouncil@cityofcapitola.gov>
Subject: Agenda Item 9B – Request for Clarification Regarding District Election Transition

Dear Mayor, Council Members, and Staff,

As I reviewed Agenda Item 9B and the accompanying draft ordinance, I had a few questions regarding the proposed transition to district-based elections.

The Frequently Asked Questions document explains that council members elected at-large in 2026 will serve their full four-year terms and that their future re-election will depend on whether they reside in a district scheduled for election in 2028 or 2030. That explanation is helpful.

However, I am still having difficulty understanding how the proposed election sequence transitions from the current at-large system. Specifically, there are currently two at-large council terms scheduled to expire in 2028, yet the staff report and the draft ordinance appear to contemplate one district council election in 2028 and three district council elections in 2030.

In reviewing the draft ordinance, I also noticed that the 2028 provision refers to **"district"** (singular), while the 2030 provision refers to **"districts"** (plural), which appears to correspond with the proposed election sequencing. Could staff please explain how the two current council seats that expire in 2028 transition into that proposed schedule and the legal or procedural basis for doing so?

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I appreciate the significant work that has gone into this process. My questions are simply intended to better understand the proposed transition, and I believe additional clarification would also benefit members of the public reviewing this important item.

Thank you for your time and consideration.

Respectfully,

Cami Corvin

Camilla "Cami" Corvin
Contract Paralegal
Notary Public
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LDA Registration #59

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Sent by mobile device

Gautho, Julia

From: Teresa Green <teresajgreen@me.com>
Sent: Monday, July 20, 2026 12:12 PM
To: City Council
Subject: District Maps

Follow Up Flag: Follow up
Flag Status: Flagged

I wanted to give comments to the district maps that have been published.

My preferred districts are represented in maps 411, 412, and 415. They are all similar and mostly outline the areas that I believe are appropriate groupings of neighborhoods in Capitola.

They all have the inverted T shape with the Village, Depot Hill, and Bay Avenue corridor. They separate the Capitola Mall area from the Jewel Box and areas south of Capitola Rd, which I prefer (although I don't live there so others may disagree with that,)

I find map 412 to be the best one. It keeps Carl Ln and Alma Ln within the inverted T. These neighborhoods do not belong in with Cliffwood Heights district. They are across Soquel Creek and a natural ravine from there. Also, this map seems to have a low deviation from ideal, and looks like fairly even distribution of registered voters.

All three of these maps, have an area of concern, that I think should be examined more closely. It is the somewhat triangular area between Rosedale Ave and Highway 1. I know there is a mobile home park in there and maybe that is the reason, but some of that area may be single family homes. Seems to me this area has more affinity to the Bay Avenue corridor than Cliffwood Heights.

Teresa Green
Resident of Capitola

Sent from my iPad

Gautho, Julia

From: Terre Thomas <terra12@cruzio.com>
Sent: Tuesday, July 21, 2026 11:33 AM
To: City Council
Subject: Voting in the Newly Formed Districts

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Council Members,
My one question is: How will it be dealt with if no one applies for a city council seat in one (or more) of the districts? Now and in the future? How will someone be chosen?
Hopefully this issue will be dealt with at the meeting.
Thank you for your consideration,
Terre Thomas

Sent from my iPhone

Gautho, Julia

From: Gautho, Julia
Sent: Tuesday, July 21, 2026 12:39 PM
To: City Council
Subject: FW: Voting in the Newly Formed Districts

Mayor and Council,

Please see response to question below. Please feel free to reach out with any questions! Best,

Julia Gautho, CMC
City Clerk
City of Capitola | 420 Capitola Ave. | Capitola CA 95010
(831) 475-7300 | jgautho@cityofcapitola.gov| cityofcapitola.gov Follow us online: @CityofCapitola

-----Original Message-----
From: Gautho, Julia <jGautho@cityofcapitola.gov>
Sent: Tuesday, July 21, 2026 12:38 PM
To: Terre Thomas <terra12@cruzio.com>
Cc: Districts <districts@cityofcapitola.gov>
Subject: RE: Voting in the Newly Formed Districts

Hi Terre,

Thank you for submitting a question related to the districting process and for your participation along the way!

If nobody elected to run for a districted City Council seat, the process under CA Elections Code 10225 and 10229 would apply.

The Council may choose to discuss this topic further to adopt additional policies/procedures that align with state government code once the districting ordinance has been adopted.

I hope this helps clarify your question! Best,

Julia Gautho, CMC
City Clerk
City of Capitola | 420 Capitola Ave. | Capitola CA 95010
(831) 475-7300 | jgautho@cityofcapitola.gov| cityofcapitola.gov Follow us online: @CityofCapitola

-----Original Message-----
From: Terre Thomas <terra12@cruzio.com>
Sent: Tuesday, July 21, 2026 11:33 AM
To: City Council <citycouncil@cityofcapitola.gov>
Subject: Voting in the Newly Formed Districts

Dear Council Members,

My one question is: How will it be dealt with if no one applies for a city council seat in one (or more) of the distric
Now and in the future? How will someone be chosen?
Hopefully this issue will be dealt with at the meeting.
Thank you for your consideration,
Terre Thomas

Sent from my iPhone

Gautho, Julia

From: Sylvia Winsby <winsby7@gmail.com>
Sent: Thursday, July 23, 2026 6:38 PM
To: City Council
Subject: Capitola district maps

Dear council members,
In review of submitted maps with 4 districts, I found it interesting that the three with demographic consultant labeling all maintain a district that has a significantly higher education level, which could be loosely described as the "ocean view" area. One of them, #408, also has significantly higher income level, and also encompasses a lot of ocean view area. Lastly, one of them has significantly decreased income and education levels than the others, #407, with no ocean view area.

There was a public submitted map, #501, with similar districts in its revision by Mark Ban, #416. This map is marked non-congruous, but in his original drawing, does not appear non-congruous. I agree with the focus of vertical division so that all districts have both more affluence and less affluence within them. They have area close to the highway and close to the beach. I say this because it's my opinion that for the community to come together and work together, we have to have representation that thinks about everybody. So for example, whoever gets elected in a district has to consider everybody within that district not just their neighborhood buddy down the street with the same economic status in life.

Capitola doesn't have significant Population numbers of differing races, so I think it more logical to look at what really separates people here and that is differing economic status. Furthermore, those that live in the Opal cliff, Depot Hill, or Eastcliff tend to be the ones who also own significant amounts of real estate here, including local business establishments.

Since the council decided to have districts, which I believe a majority of the population did not want in the first place, it seems you have a chance to do something different; you can create districts that actually increase community involvement and have Leaders who are duty bound to serve the whole of their communities.
Thank you for your consideration,
Sylvia Winsby homeowner, 42nd Ave & Jade st area of Capitola

Gautho, Julia

From: Linda Smith <vlrsmith@sbcglobal.net>
Sent: Thursday, July 23, 2026 9:19 PM
To: City Council
Subject: Fwd: Tonight's meeting

Sorry for wrong address earlier!

Sent from my iPhone

Begin forwarded message:

> **From:** Linda Smith <vlrsmith@sbcglobal.net>
> **Date:** July 23, 2026 at 8:19:18 PM PDT
> **To:** citycouncil@cityofcapitola.org
> **Cc:** Douglas Johnson <djohnson@ndcresearch.com>
> **Subject: Tonight's meeting**
>
> I wasn't able to attend tonight's meeting, but I was able to tap in and watch most of it. You dealt with a lot of issues, and you did the community justice.
>
> Thank you to Susan for recognizing the thorough job done by staff and the demographer as the reason for a lesser public presence for the districting discussion.
>
> Thank you to Margaux for recognizing the importance of keeping small, but tight knit mobile home parks together as a voting community in the districting.
>
> Thank you to Douglas for a balanced, objective, and thoughtful presentation on all the maps submitted and the analysis of each.
>
> It was a big Agenda, and I thank you for the time and energy you expend in reviewing all items, Consent and Public Hearings, and provide the community with a way forward.
>
> I won't jump onto the bandwagon of anxiety for the event at Capitola mall this past week, but I will acknowledge the Chief and her leadership in executing a timely and high quality response to a tragic occurrence.
>
> Respectfully,
> Linda Smith
>
> Sent from my iPhone

Gautho, Julia

From: John <jxmulry@gmail.com>
Sent: Friday, July 17, 2026 4:28 PM
To: City Council; City Clerk
Subject: Item C

Follow Up Flag: Follow up
Flag Status: Flagged

Add flex posts to the bike lanes. Helps with the crosswalk being effective too. At the crosswalk put in real bollards. This will guarantee folks show down. The instinct is to speed u as the lanes increase and in approaching the highway. Bollards will slow folks down.

As we have learned most of our community cares little for human life if it means waiting an extra 30 seconds on traffic. Let's be better.

The real clusterf is the bay Capitola intersection. That's a death trap. It's very amusing to me how the bike lane disappears to prioritize 4 parking spaces on our main school route.

One would think Gayle would insist on a bike lane there as a member of Capitola Cares but maybe that org is a foil. I have no faith in y'all to build this safe and in a way that takes advantage of grants available like the ones for roundabouts.

Add the flex posts and bollards. It's not worth a dead kid (to me, if you don't mind a dead kid don't add the flex posts and bollards).

Warmly JM

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: City Manager Department

Subject: City Council Meeting Minutes

Recommended Action: Approve minutes from the special and regular meetings on June 25, 2026.

Background: Attached for City Council review and approval are the draft minutes from the special meeting and the regular meeting held on June 25, 2026.

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government

Attachments:

1. Special Meeting 6/25/2026
2. Regular Meeting 6/25/2026

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jessica Kahn, Acting City Manager

City of Capitola
Special City Council Meeting Minutes
Thursday, June 25, 2026 – 3:30 PM

City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Margaux Morgan
Vice Mayor: Gerry Jensen
Council Members: Joe Clarke, Melinda Orbach, Susan Westman

1. **Roll Call –** *The meeting was called to order at 3:30 PM. In attendance: Council Members Clarke, Westman, Vice Mayor Jensen, and Mayor Morgan. Absent: Council Member Orbach.*

2. **Closed Session**

i. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Gov't. Code §54956.9(d)(2), (e)(3)
One Case

ii. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Gov't. Code §54956.9(d)(2), (e)(3)
One Case

3. **Report on Closed Session –** *The City Council met and discussed two items on the Closed Session agenda. No reportable action was taken.*

4. **Adjournment**

The meeting adjourned at 4:00 PM. The City Council will hold a regularly scheduled meeting on June 25, 2026, at 4:00 PM.

_____
Margaux Morgan, Mayor

ATTEST:

_____
Julia Gautho, City Clerk

City of Capitola
City Council Meeting Minutes
Thursday, June 25, 2026 – 4:00 PM

City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Margaux Morgan
Vice Mayor: Gerry Jensen
Council Members: Joe Clarke, Melinda Orbach, Susan Westman

Regular Meeting of the Capitola City Council – 4 PM

1. **Roll Call and Pledge of Allegiance** – *The meeting was called to order at 4:01 PM. In attendance: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Presentations**
   A. *The Mayor presented a proclamation honoring July 2026 as "Parks Make Life Better" Month to Community Services and Recreation Director Bryant.*
   B. *Council received a presentation from United Way Youth Liaison Program Participant, Josephine McGinty.*
4. **Additional Materials**
   A. *Item 8A – Three emails received after publication of the agenda packet.*
   B. *Item 8C – Presentation from the Capitola Police Officers Association included after publication of the agenda packet.*
   C. *Item 8E – Fifty-three emails received after publication of the agenda packet.*
   D. *Item 8F – Two emails received after publication of the agenda packet.*
5. **Oral Communications by Members of the Public**
   - *Linda Smith*
6. **Staff / City Council Comments**
   - *City Manager Goldstein commended the Community Service and Recreation Department on the Junior Lifeguard competition event.*
   - *Police Chief Ryan introduced Jason Kruse, Parking Enforcement Officer, and Alondra Luna-Ruiz, Records Technician, to the City Council.*
   - *Community and Economic Development Director Herlihy introduced Joe Granda, Building Official, and Mari Pepper, Assistant Planner, to the City Council.*
   - *Council Member Clarke commended the Capitola Safety Foundation on the successful Car Show event.*
   - *Council Member Orbach commended the Community Service and Recreation Department on the Junior Lifeguard competition event; and provided an update on the Friends of the Santa Cruz Metro signature gathering effort.*

- *Council Member Westman provided comments on the first anniversary of her appointment and requested: 1) advance notice of and summaries of stakeholder meetings held by staff; 2) that staff provide greater notice and make input surveys more available to the community; 3) regular updates on project progression and opportunities to provide direction on ongoing projects.*
- *Vice Mayor Jensen provided updates from his attendance at the Santa Cruz Leadership graduation ceremony; commended Visit Santa Cruz on their new office; and provided comments on the departure of Kelly Barreto, a City employee. He requested that the City Manager provide updates on the City website.*
- *The City Manager advised the public that the City has engaged a new consultant to update the City's website search function.*
- *Mayor Morgan thanked staff and other agencies for the collaboration during the large ocean swell events and Junior Lifeguard competition.*
- *Council Member Westman provided comments on Item 7D.*

7. Consent Items

A. City Council Meeting Minutes
Recommended Action: Approve minutes from the regular meeting on June 11, 2026.

B. 2026 Reposa Avenue Pavement Rehabilitation Project – Construction Contract Award
Recommended Action: Award a construction contract to Betz Works for the 2026 Reposa Avenue Pavement Rehabilitation Project in the amount of $134,800 and authorize the City Manager to execute the contract.

C. State of California Office of Traffic Safety Grant Program
Recommended Action: Adopt a resolution accepting a California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant in the amount of $60,000 and amending the FY 2026-27 General Fund operating budget to increase revenues and expenditures by $60,000. ***(Resolution No. 4497)***

D. Beach Lifeguard Service Organizational Study
Recommended Action: Authorize the City Manager to enter a professional services agreement with Richard Gould in the amount of $5,000 for a Beach Lifeguard Service Organizational Study, the results of which will be presented to City Council.

Motion to approve the Consent Calendar: Council Member Westman
Second: Council Member Clarke
Voting Yea: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan

8. General Government / Public Hearings

A. Monterey Park Play Space Community Outreach Results and Next Steps
Recommended Action: Receive the Monterey Park Play Space outreach results and direct staff to develop a conceptual play space plan on the west side of the park, consistent with the survey outreach results.

Public Works Director Kahn provided the staff report.

Public Comment:

- ***Speaker***

The Council discussed the methodology by which staff obtains community input on projects and how best to allocate funds to achieve conceptual plans for the future of Monterey Park. Council discussed a preference for a small play structure with an

investigation into the feasibility of different elements in each area (ie: a walking path and/or bocce ball courts).

Motion to direct staff to prepare a conceptual plan for an adventure/balance/nature-based play structure: Council Member Orbach
Second: Council Member Westman
Voting Yea: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, Mayor Morgan

B. FY 2026–27 Salary Schedule
Recommended Action: Adopt a resolution approving the Fiscal Year 2026-27 annual salary adjustments, consistent with the following employment agreements: Association of Capitola Employees, Police Officers Association, Confidential Employees, Mid-Management Employees, Police Captains, the Department Head Compensation Plan, and City Manager Employment Agreement.

Administrative Services Director Malberg provided the staff report.

Public Comment: None

Council thanked staff members for their attendance at the meeting and made comments on employee healthcare contribution costs.

Motion to adopt Resolution No. 4498: Council Member Orbach
Second: Council Member Clarke
Voting Yea: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan

C. Compliance with Assembly Bill 2561/Government Code Section 3502.3 regarding Vacancies, Recruitment, and Retention Efforts
Recommended Action: Conduct the duly noticed public hearing and receive a report on the City of Capitola's recruitment and retention efforts.

Administrative Services Director Malberg provided the staff report. In compliance with AB 2561, the Capitola Police Officers' Association provided a presentation to the Council.

Public Comment: None

D. Capitola Village and Wharf Business Improvement Area Assessments for Fiscal Year 2026-27
Recommended Action: Conduct the duly noticed public hearing and adopt a resolution levying the Fiscal Year 2026-27 Capitola Village and Wharf Business Improvement Area (CVWBIA) Assessments and accepting the CVWBIA Annual Plan and budget.

Administrative Services Director Malberg provided the staff report.

Public Comment: None

Motion to adopt Resolution No. 4499: Council Member Westman
Second: Council Member Clarke
Voting Yea: Council Members Clarke, Westman, Vice Mayor Jensen, and Mayor Morgan
Abstaining: Council Member Orbach

The Mayor opted to reorder the agenda to accommodate the time-certain public hearing for Item 8F. Items 8G and 8H followed Item 8D, before beginning Item 8F, then Item 8E.

E. City-Owned Property Leasing Policy

Recommended Action: Consider a policy to establish a standard frequency to issue requests for proposals for the lease of City-owned property and outlining the process for the lease of City-owned property.

Chloe Woodmansee, Assistant to the City Manager, provided the staff report.

Public Comment:

- ***Linda Smith***
- ***Ed Martinez***
- ***Heidy Kellison***
- ***Tina Williams, Boat and Bait***
- ***Peter Kellison***
- ***Speaker***
- ***Cheryl Ban***
- ***Speaker***
- ***Mark Esquibel***
- ***Anthony Guajardo***
- ***Kevin Maguire***
- ***Teresa Green***
- ***Speaker***

The Council discussed the City's existing leases and the benefits they provide to the community and expressed displeasure at the proposed policy.

Motion to not move forward with the administrative leasing policy: Council Member Westman
Second: Council Member Clarke
Voting Yea: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan

Council Member Westman clarified her comments about the progression of the meeting.

F. Draft Council District Maps
Recommended Action: 1) Conduct a time-certain duly noticed public hearing at 6:15 PM; 2) receive public input; 3) provide feedback to the demographic consultant regarding the draft Council district boundary maps; and 4) consider designating a preferred map for inclusion in the ordinance that is to be drafted and brought to the Council for possible introduction following the public hearing on this topic on July 23, 2026.

City Clerk Gautho and Doug Johnson, the City's demographer, provided the staff report.

Public Comment:

- ***Heidy Kellison***
- ***Marc Warshaw***
- ***Alla Mia Basaldua***
- ***Speaker***
- ***Speaker***
- ***Speaker***
- ***Cheryl Ban***

The Council discussed their preferences for maps.

G. Presentation Regarding California Public Records Act Requirements and Managing Related Costs
Recommended Action: Receive and file the informational presentation.

City Attorney Tran provided the staff report.

Public Comment:

- ***Heidy Kellison***

Motion to authorize the Mayor to sign a letter in support of AB 1821: Council Member Westman
Second: Council Member Orbach
Voting Yea: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan

H. FY 2026-27 City Fee Schedule
Recommended Action: Conduct the duly noticed public hearing on the proposed changes to the City's Fee Schedule and adopt a resolution approving the Fiscal Year 2026-27 Fee Schedule. *(Continued from May 14, 2026)*

Administrative Services Director Malberg provided the staff report.

Public Comment:

- ***Speaker***

Motion to adopt Resolution No. 4500: Council Member Orbach
Second: Vice Mayor Jensen
Voting Yea: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan

9. Adjournment – *The meeting adjourned at 8:10 PM. The next regularly scheduled City Council meeting is on July 23, 2026, at 6:00 PM.*

_____

Margaux Morgan, Mayor

ATTEST:

_____

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Public Works Department

Subject: Declaration of Surplus Vehicles and Authorization for Disposal

Recommended Action: Declare the listed City vehicles as surplus property and authorize the City Manager, or designee, to dispose of the vehicles in accordance with Administrative Policy III-8, Surplus Property.

Background: The City periodically reviews its fleet inventory to ensure vehicles continue to meet operational needs and that replacement and maintenance costs are managed effectively. As part of the FY 2026-27 fleet review process, staff identified several vehicles that are no longer required for City operations.

Administrative Policy III-8, Surplus Property, requires City Council approval prior to disposal of surplus property with an original purchase price of $1,000 or greater. The policy further provides procedures for the disposal of surplus property, including public auction, sealed bid, trade-in, or transfer when appropriate.

Discussion: Staff has evaluated the City's fleet inventory and determined that the following vehicles no longer have a present or prospective reasonable use for City operations and should be declared surplus.

Year	Make	Model	Use
2016	Ford	Explorer	Police Department Patrol Vehicle
2006	Honda	Civic	City Hall Pool Vehicle
2016	Polaris	GEM Car	Community Service and Recreation
2011	Ford	F-250	Public Works Maintenance

In accordance with Administrative Policy III-8, staff recommends declaring these vehicles surplus and authorizing their disposal through public auction, sealed bid, trade-in, or other authorized disposal methods. Staff will coordinate disposal activities and deposit any proceeds into the Equipment Internal Services Fund in accordance with City policy.

Fiscal Impact: The declaration of surplus property does not have a direct fiscal impact. Disposal of the vehicles may generate revenue through sale, auction, trade-in, or other authorized disposition methods. Any proceeds received will be deposited into the Equipment Internal Services Fund.

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government; Sustainable Infrastructure

Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk, Jim Malberg, Administrative Services Director, Marc Tran, City Attorney

Approved By: Jessica Kahn, Acting City Manager

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Administrative Services Department

Subject: Human Resources Information System Agreement

Recommended Action: Authorize the City Manager to execute a three-year agreement with NeoGov in the total amount of $93,523, using a form approved by the City Attorney.

Background: The City has identified the need for a comprehensive Human Resources Information System (HRIS) to modernize and streamline recruitment, onboarding, employee records, performance management, and training administration. Staff evaluated the City's operational needs and determined that an integrated cloud-based solution is necessary to improve efficiency, reduce manual processes, and enhance service delivery.

NeoGov specializes exclusively in cloud-based human resources software designed for state and local government agencies. Its platform provides an integrated suite of applications specifically developed to support public-sector recruitment, onboarding, performance management, learning management, and compliance with government employment practices.

Discussion: NeoGov is widely recognized as a leading provider of cloud-based Human Resources software designed specifically for state and local government agencies. The company's integrated platform supports recruitment, applicant tracking, onboarding, performance management, learning management, and employee records management, providing a comprehensive Human Resources Management System tailored to the unique needs of public agencies.

The proposed agreement will be procured through the Sourcewell Cooperative Purchasing Contract, a nationally recognized cooperative purchasing program that conducts competitive solicitations on behalf of participating public agencies. Utilizing the Sourcewell contract allows the City to leverage competitively awarded pricing and contract terms without conducting its own separate solicitation, consistent with the City's purchasing policies governing cooperative procurements. This approach reduces administrative costs, expedites implementation, and ensures the City receives favorable pricing and contractual protections established through a competitive procurement process.

The proposed agreement includes implementation services, software configuration, employee training, technical support, system maintenance, software updates, and access to NeoGov's cloud-based Human Resources platform.

Implementation of the system will modernize the City's Human Resources operations by providing:

- Online recruitment and applicant tracking;
- Electronic onboarding of new employees;
- Employee performance management;
- Learning management and training tracking;
- Secure electronic personnel records;

- Automated workflows and reporting capabilities; and
- Regular software updates, cybersecurity enhancements, and technical support.

Staff estimates that, once the contract is approved, the new system's features will be available to the public (job listings) within a couple of weeks, with all remaining features available internally within two months. Utilizing the Sourcewell Cooperative Purchasing Contract is the most efficient and cost-effective procurement method while providing the City with a proven Human Resources solution from an established leader in public-sector software.

Fiscal Impact: The proposed three-year agreement totals approximately $93,523, including one-time implementation services and annual software subscription fees.

Funding of $34,600 for the first year of the agreement is included in the Fiscal Year 2026-27 Adopted Budget. Annual subscription costs for the remaining term of the agreement will be included in future operating budgets for City Council consideration.

Attachments:

1. Draft Sourcewell Contract
2. NeoGov Proposal and Pricing

Report Prepared By: Jim Malberg, Administrative Services Director

Reviewed By: Julia Gautho, City Clerk; Marc Tran, City Attorney; Chloé Woodmansee, Assistant to the City Manager

Approved By: Jessica Kahn, Acting City Manager

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MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Governmentjobs.com Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Government jobs.com Inc., 2120 Park Place, Suite 100, El Segunda, CA 90245 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:

   a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
      i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
      ii) Mapping (vertical location, indoor, outdoor);
      iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
      iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
      v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
      vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.

   b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
      i) Pre-incident planning software, such as:
         (1) Fire prevention related inspections and enforcement;
         (2) Operational management (scheduling, training, compliance, etc.); and
         (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
      ii) Incident/post-incident software, such as:
         (1) CAD, RMS for law enforcement, fire, and EMS;
         (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
         (3) Digital and physical evidence management;
         (4) E-citation systems; and
         (5) Law enforcement case management

   c) Category 3. Comprehensive Solutions

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i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warranties.** Supplier warranties are set forth in Supplier's then-current Services Agreement which will be made available to Participating Entities at https://www.neogov.com/service-specifications.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any

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Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:

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- Identify the applicable Sourcewell Agreement number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;

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- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Sourcewell shall use commercially reasonable effort to provide Supplier with notice of audit 30 days in advance. Such audits shall occur in a manner that does not unreasonably interfere with Supplier's business operations.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited

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assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion. For purposes of clarity, any merger, consolidation, or reorganization involving Supplier (regardless of whether Supplier is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and Supplier will not be obligated to obtain consent from Sourcewell; however, Supplier shall provide reasonable notice to Sourcewell after said transfer.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any breach of this Agreement or willful misconduct in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or real, tangible property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Limitation of Liability.** Except for damages arising out of liability which cannot be lawfully excluded or limited, Supplier's liability shall not exceed the amount of all payments actually paid by the Participating Entity to Supplier related to the event giving rise to such liability in the 12 month period preceding the date of the first event giving rise to such liability. Neither party will be liable for any special, punitive, indirect, or consequential damages including but not limited to loss or damage to data, or loss of anticipated revenue or profits, whether or not foreseeable and whether or not the party has been advised of the possibility of damages.

19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**

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a) **During the term of this Agreement:**
   i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

   ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do

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business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the General Liability and Worker's Compensation policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other Party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching Party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined

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by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Governmentjobs.com Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: C48A2B32DE9F457...
By: _____	By: _____
Jeremy Schwartz	Alex Chun
Title: Chief Procurement Officer	Title: Chief Financial Officer
Date: 8/6/2025 | 11:25 AM CDT	Date: 8/6/2025 | 9:03 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name:	PowerDMS, Inc.
Does your company conduct business under any other name? If yes, please state:	Governmentjobs.com, Inc. dba NEOGOV, NEOED
Address:	2120 Park Place Suite 100 El Segundo, CA 90245
Contact:	Lindsey Gerber
Email:	bids@neogov.net
Phone:	310-971-9588
Fax:	310-971-9588
HST#:	330888748

Submission Details

Created On:	Tuesday January 21, 2025 10:57:03
Submitted On:	Tuesday March 04, 2025 16:09:56
Submitted By:	Lindsey Gerber
Email:	bids@neogov.net
Transaction #:	d1617e11-63f1-4762-a44f-6c0fed715683
Submitter's IP Address:	147.243.131.109

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Governmentjobs.com, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The company's legal name is Governmentjobs.com, Inc.. Portfolio brands include NEOGOV, PowerDMS, NEOED, GovernmentJobs.com, SchoolJobs.com, CueHit, Agency360, PlanIt Schedule, and Highline Software.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	54HK9	*
5	Provide your NAICS code applicable to Solutions proposed.	541542	
6	Proposer Physical Address:	2120 Park Place Suite 100, El Segundo California 90245 USA	*
7	Proposer website address (or addresses):	https://www.neogov.com/, https://www.powerdms.com, https://www.neoed.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	NEOGOV's Authorized Representative is Joshua Snyder, VP of Strategic Partnerships. His contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - bids@neogov.net, Phone - (310)426-6304 ext 420.	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	The primary contact for this proposal is Lindsey Gerber, Proposal Team Manager. Her contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - lgerber@neogov.net, Phone - (310)-971-9588	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	The primary contact for this proposal is Nicholas Kromer, Director of Revenue Operations. His contact information is as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245; Email - nkromer@neogov.net; Phone - 310-971-9588	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	NEOGOV's mission is simple: "We serve the people who serve the people." We this by providing industry-leading workforce management solutions that support pu sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is the leader in government workforce management software. A Legacy of Innovation and Strategic Growth NEOGOV was founded in 1999 as Governmentjobs.com with a vision to transform public sector human resources and workforce management. As government agencies faced increasing challenges in recruitment, training, and operational efficiency, we recognized the need for a unified, technology-driven approach to support their evolving needs. To expand our capabilities, NEOGOV embarked on a strategic acquisition path, integrating specialized solutions that addressed key aspects of public sector operations. In 2017, NEOGOV acquired FirstNet Learning Systems, a company specializing in training and compliance tracking. This acquisition allowed agencies to monitor professional development and ensure that personnel maintained essential certifications. In 2018, NEOGOV further strengthened its offerings by acquiring High Line Corporation, a leader in payroll and human resources information systems (HRIS). This expansion provided agencies with a seamless workforce management platform, allowing them to handle payroll, benefits, and scheduling more efficiently. In 2020, NEOGOV took another significant step forward by acquiring PowerDMS a company founded in 2001 with a platform dedicated to policy management, accreditation, and compliance for public safety agencies. * Since PowerDMS was acquired, NEOGOV has strengthened its commitment to the needs of public safety agencies by buying and building more than 10 additional products designed to assist with their unique workforce management challenges. After more than 25 years in business, NEOGOV now offers more than 20 core products, and operates under the brands NEOGOV, NEOED, PowerDMS by NEOGOV, and Governmentjobs.com. The company's legal name is Governmentjobs.com, d/b/a NEOGOV. You will find all of the brands mentioned at times throughout this proposal and used throughout our publicly visible marketing and communications. They are often also used interchangeably by our 13,000 customers. For the avoidance of doubt, NEOGOV is a single company wholly owned by LOBOS Parent, Inc. which is a holding company that exists solely for the purpose of organizing the financial interests of Warburg Pincus and the Carlyle Group, two of the largest and most prestigious private equity firms in the world with more than $400 billion in assets under management. LOBOS also includes the ownership of the other minority shareholders. NEOGOV is the only asset of LOBOS Parent, Inc. For compliance with generally acceptable accounting principles, LOBOS Parent, Inc. is how NEOGOV is referred to in the audit letter from KPMG provided in this RFP response. Our first application for a Sourcewell contract was submitted in 2021 under PowerDMS Inc. as our entity name before the PowerDMS Inc. had fully been absorbed by Governmentjobs.com dba NEOGOV. Upon award of a Sourcewell contract we would like update our Legal Company name in the Sourcewell vendor information to Governmentjobs.com dba NEOGOV or just NEOGOV. If that is not possible, PowerDMS Inc. is a wholly owned subsidiary of Governmentjobs.com and we can still operate and enter into a contract under PowerDMS Inc. if that is our only option.

12	What are your company's expectations in the event of an award?	NEOGOV, anticipating an award, expects to greatly assist hundreds if not thousa of public safety agencies in their procurement of our products by leveraging the already very popular Sourcewell contract to streamline their ability to purchase and renew NEOGOV products. Currently leveraged by over 5,000 public safety agencies, our advanced software applications address critical operational needs in incident tracking, response and reporting, unit assignments and staffing, and comprehensive law enforcement case management among several other critical application. An award would enable NEOGOV to get these critical tools into the hands of additional agencies faster and with less overhead while also minimizing their cost by taking advantage of the built in discount available through the Sourcewell contract. Our commitment extends beyond just delivering software solutions; it is about creating significant impacts—allowing governmental agencies to use their resources more judiciously while facing budget constraints heightened by systemic pressures such as those seen during the COVID-19 pandemic. Through an award and potential partnership with Sourcewell, NEOGOV is poised to help these agencies not only preserve but improve upon critical public services, contributing to a more secure, efficient, and effective administration.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over $400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. At a high level, our revenue is in the hundreds of millions and we are a profitable company. As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern.	*
14	What is your US market share for the Solutions that you are proposing?	NEOGOV is a key player in the specialized market for law enforcement software solutions across U.S. governmental agencies. Our significant market penetration underlines our leadership role in administrative and operational software. In our Human Capital Management (HCM) product line, which focuses on operational excellence, we serve 20% of government agencies, demonstrating robust trust in our solutions to manage and optimize workforce needs effectively. In our Power product line, an impressive 45% of Law Enforcement agencies utilize NEOGOV solutions to enhance their operations.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NEOGOV is gradually expanding its footprint in the Canadian market, currently engaging less than 10% of governmental and law enforcement agencies. With our market share still in its initial growth phase, we are ready to significantly enhance our presence.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	NEOGOV has never been involved in any bankruptcy proceedings since its founding 25 years ago. We pledge to provide immediate written notice to Sourcewell if we enter into a bankruptcy proceeding during this RFP evaluation process. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcewell and other partners.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As NEOGOV is best identified as a Service Provider, we maintain our sales and customer service teams entirely in-house. All individuals involved in delivering the products and services proposed in this RFP are direct employees of NEOGOV, not those of a third-party. This internal structure ensures that our teams are thoroughly trained and highly knowledgeable in specialized fields related to government, law enforcement, and public sector operations. This approach allows us to offer consistently high standards of service and expert guidance, ensuring that our solutions are implemented efficiently and effectively to meet the specific needs outlined in this RFP.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	NEOGOV maintains industry-recognized certifications to ensure compliance with security, privacy, and regulatory requirements. These certifications validate the organization's commitment to security, risk management, and data protection. Certifications Held by PowerDMS by NEOGOV: SOC 2 Type II – Ensures adherence to security, availability, and confidentiality controls. FedRAMP (Moderate)(InProgress) – Compliance with NIST SP 800-53 security controls for cloud service providers handling federal data. StateRamp and TexRamp Third Parties & Subcontractors: NEOGOV partners with cloud service providers (e.g., AWS GovCloud, Microsoft Azure US, Equinix) that maintain FedRAMP, SOC 2 to ensure data security and compliance.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	NEOGOV has not experienced any debarments or suspensions in the past seven years, either for the company itself or for any responsible party included in our proposals. We have maintained full compliance with regulatory standards and obligations, thus ensuring professional integrity and operational excellence throughout our engagements. Should NEOGOV or any associated responsible party enter into a debarment or suspension status during the pendency of this RFP evaluation, we pledge to provide immediate written notice to Sourcewell. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcewell and other partners.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, NEOGOV has garnered numerous industry awards that highlight our leadership and innovation in public sector technology. We've consistently earned a spot on the prestigious GovTech 100 list for nine consecutive years, and our accolades include the Brandon Hall Group Gold Award for Best Customer Training Program in 2023, recognition as one of the fastest-growing private companies by SO500 in 2019, and several awards for our products and workplace, such as the PowerDMS Named a Best Companies to Work For in 2021. These recognitions reflect our sustained commitment to excellence and innovation in serving government agencies	*
21	What percentage of your sales are to the governmental sector in the past three years?	87% of NEOGOV sales in the past 3 years have been to the Government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	10% of sales in the past three years have been to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	More than 10% of NEOGOV's 13,000+ customers procure our products and services through state contracts or cooperative purchasing contracts. Many of them leverage the OMNIA and NASPO contracts held by our partners at Carahsoft and SHI and as such we do not have direct visibility to the sales volume through these vehicles, however more than $10,000,000 in purchases are made annually by our customers through Carahsoft and SHI combined and it can be assumed that the vast majority of these transactions are through a cooperative purchasing contract held by either SHI or Carahsoft. Additionally, in 2023, NEOGOV was awarded a technology procurement contract with NCSA. Today, more than $350,000 are transacted annually through the NCSA contract. NEOGOV has also been awarded a contract with NYS OGS and is in negotiations for a contract with TX DIR.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NEOGOV currently does not have and GSA (General Services Administration) contracts or SOSA agreements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Seminole County Sheriff's Office (FL)	Tonya Green	(407) 665-6600	*
Las Vegas Metro Police Department (NV)	Ryan Hunt	(702) 287-1499	*
Honolulu Police Department (HI)	Brennan Baysa	(808) 723-7732	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, and education. This allows for tailored strategies and localized outreach. Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	NEOGOV's approach to distribution includes partnerships with resellers such as SHI and Carahsoft, whose primary role is to streamline the procurement process through their existing governmental contracts like Omnia and NASPO. These resellers do not deliver our products or services directly nor do they handle implementation; instead, they provide an essential conduit by which customers can easily access and procure our solutions. Additionally, we collaborate with technology partners like Oracle NetSuite, Edmunds Gov Tech, Aclarian, Ellucian and CentralSquare who integrate their finance-based systems with our platform through APIs to enhance functionality. This setup ensures that while our resellers help expand our reach via contract leverage, the actual delivery and integration of our solutions are managed directly by NEOGOV and our tech partners.	*
28	Service force.	NEOGOV's Service Force is meticulously organized and specialized, dedicated to ensuring an exemplary customer experience from the initial implementation to ongoing success. This force consists of three pivotal pillars: Implementation, Customer Support, and Customer Success Management, each playing an essential role in providing top-tier service and support. The Implementation Team, under the guidance of the Director of Implementation, spearheads the onboarding and deployment process. This team comprises seven Implementation Managers, each leading a group that includes at least eight Implementation Consultants and Senior Consultants. They are instrumental in guiding NEOGOV's customers through the setup process, optimizing system configurations to meet business objectives, and fostering user adoption with their expertise and best practice insights. Following implementation, the focus shifts to sustained support and relationship management via NEOGOV's Customer Support and Customer Success Management teams. These groups are structured under the Chief Customer Officer, with strategic oversight from the Director of Customer Operations and the Director of Customer Success. Each director manages a team of four, focusing on long-term customer engagement, maximizing satisfaction, and the overall value derived from NEOGOV's services. For further specialized training and advanced feature utilization, NEOGOV's Professional Services Team, led by the Vice President of Professional Services and supported by five direct reports, offers deep-dive learning opportunities and enhanced product training. Additionally, NEOGOV's Customer Support Team, directed by the Director of Customer Support and assisted by four Customer Support Managers, oversees 29 dedicated Customer Support Representatives. They ensure swift and effective resolution of customer inquiries, maintaining smooth operational continuity for NEOGOV's clients. Collectively, these teams comprise NEOGOV's comprehensive Service Force, equipped to support every aspect of the customer journey—from initial integration to ongoing engagement—guaranteeing that every client benefits from expert advice, tailored support, and prompt service responses at each step. This strategic organization ensures that NEOGOV's customers have all the necessary tools and support to succeed with our solutions.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process. If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear. Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	NEOGOV's product implementation strategy is designed to ensure the most efficient and effective deployment, maximizing user adoption and long-term project success. We utilize a staged implementation approach that effectively manages and streamlines the process, led by a dedicated team of implementation consultants who serve as subject matter experts throughout the entire implementation experience. We do not utilize third-party installation partners; instead, our implementation consultants provide hands-on guidance, system configuration support, and post-implementation assistance. The process begins with a project scope review, where we define how each module will be configured to align with your organization's needs. All relevant subject matter experts from your organization should participate in these discussions to ensure accurate business process definitions. The configurations and criteria established during this phase will determine the scope and tasks for the remainder of the implementation. Following the scope review, the implementation process moves through Discovery, Configuration, and System Validation, ensuring that all requirements are met before transitioning to Go-Live. Discovery focuses on defining project goals and assessing internal processes, while Configuration involves system setup, user role assignments, authentication configurations, and data imports. System Validation ensures functionality through admin training, quality assurance testing, and workflow validation. Once the system is officially deployed, we monitor engagement and performance before transitioning support to a Customer Success Manager (CSM), who provides continued guidance beyond implementation. Implementation timelines vary by product, typically ranging from 45 to 120 days, ensuring a structured and well-supported rollout that prioritizes data integrity, user training, and system validation. Our approach guarantees a seamless transition, enabling organizations to fully leverage the system's capabilities while maintaining alignment with business objectives.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	NEOGOV's customer service program is engineered to deliver reliable, responsive support to our clients, underscored by our commitment to accountability and excell We offer direct phone support from Monday through Friday, 6 AM to 6 PM MST, excluding NEOGOV holidays, ensuring clients have access to timely help during working hours. Additionally, our 24/7 online request system acknowledges inquiries promptly and addresses issues within clearly defined timeframes based on their complexity and urgency. We prioritize critical issues with an aim to resolve them within 24 hours, while handling less urgent queries within a standard resolution timeframe. Our approach extends beyond reactive support; it includes proactive system monitoring, systematic upgrades, and maintenance to continuously enhance product performance. Every quarter, NEOGOV conducts enhancement calls to announce, discuss upcoming updates, and provide training sessions to accompany these enhancements. This ensures that our clients are well-equipped to leverage new features and functionalities, enhancing their operational efficiency. For self-learners, the NEOGOV Community offers additional support. This self-service portal allows customers to search FAQs, find specific trainings and functionality guides, and interact with the customer feedback board. Here, users can exchange best practices and offer input on their specific use cases, fostering a collaborative learning environment. All of our implementation specialists, customer support personnel, and trainers are housed in-house, promoting a unified team ethic driven by a passion for excellence and client satisfaction. This internal motivation, devoid of external incentives, spurs our team to deliver superior service continuously. Our comprehensive training programs ensure our staff remains sharp on industry guidelines and adept in facilitating both effective support and strategic advice. By retaining control over all operational aspects, NEOGOV guarantees that our service quality is uncompromised and consistently meets our high standards. Each client interaction offers an opportunity to resolve concerns, strengthen trust, refine our offerings, and ensure users can effectively navigate and utilize our solutions.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	NEOGOV cloud based SaaS is available to all US participating Sourcewell entities.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NEOGOV will make our cloud based SaaS available to all Canadian providences that are open to US hosting, not requiring Canadian hosting.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Sourcewell members in all geographic areas will be fully served by NEOGOV on this contract.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. All Sourcewell member sectors will be fully served by NEOGOV on this contract.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any specific requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii and Alaska and in US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, NEOGOV will work with nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NEOGOV and PowerDMS by NEOGOV have a comprehensive and strategic marketing approach to promote the Sourcewell partnership and leverage this opportunity effectively. Our strategy unfolds in timed phases, ensuring systematic engagement and widespread visibility across multiple platforms and stages. Initial 30 Days – Foundation and Visibility: We commence with a 30-day period focused on internal alignment and public announcements: Cross-company training sessions to align product offering knowledge and understanding of the Sourcewell partnership's benefits will be conducted. A dedicated NEOGOV representative will manage business development and ongoing training material creation. Critical information about the Sourcewell contract will be accessible through a comprehensive "playbook" and integrated into all new hire training programs. We will announce the partnership prominently on our login page and create a dedicated Sourcewell Partners advertisement on our website. This page will feature the Sourcewell logo, procurement solicitations, the Master Agreement, and product and services pricing summaries. The marketing teams will collaborate to launch an initial campaign aimed at promoting the usage of the Sourcewell agreement. 60 Days – Enhanced Communication and Engagement: Integration of the Sourcewell value propositions into our lead generation and sales processes to underline the unique benefits of this partnership. Establishment of a Contracting Center of Excellence (C.O.E.) to handle complex contracting requirements and co-selling processes. Roll-out of Phase 1 of our marketing campaign, including strategic placements of the Sourcewell logo on relevant marketing materials, and leveraging email campaigns to promote the agreement. 90 Days – Review and Expansion: We will review the effectiveness of our strategies and make necessary adjustments to enhance messaging and contracting practices. Collaborative development of webinars for knowledge sharing on contracting best practices under Sourcewell. Proactively identify upcoming expiring contracts to promote the renewal through Sourcewell, highlighting the time and cost savings. Beyond 90 Days – Continuous Promotion and Success Sharing: Our marketing team, leveraging every functional area from digital advertising to customer engagement, will continue to promote the PowerDMS by NEOGOV brand alongside the Sourcewell partnership. This includes: Immediate inclusion of Sourcewell on our marketplace webpage visible to all site visitors. Development of a specialized landing page detailing the benefits of our partnership, supported by ongoing promotions through newsletters, social media, and press channels. Distribution of printed materials at trade shows, and the creation of case studies showcasing the successful use of Sourcewell by our customers. This structured and multi-faceted marketing strategy ensures that every phase of the partnership lifecycle is optimized for visibility, engagement, and customer success, firmly establishing NEOGOV and PowerDMS by NEOGOV as leaders in leveraging cooperative contracts for enhanced service delivery in public safety and workforce management.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing team uses a comprehensive and enterprise-level technology stack to ensure our marketing campaigns are both targeted and effective. Some examples of the technology we leverage include: HubSpot, Oracle (Eloqua), Google Analytics, BrightEdge, SEMrush, Sprout Social, Salesforce, and more. In 2025, our key marketing objectives center around Brand (market presence, total impressions, reach, etc.), Data (integrating our technology to effectively and efficiently run campaigns, ultimately yielding a higher ROI on our marketing efforts), and ABM (account-based marketing to segment and send hyper-relevant messages and information to our prospects and customer base). We are heavily focused on lead quality in our continued efforts to measure and improve all marketing campaigns we execute. Our team of growth marketing specialists, content creators, product marketing managers, creative directors -- and more -- spend their hours invested in optimizing our marketing campaigns to generate maximum exposure and positive results. Across all of our branded LinkedIn accounts, we have over 60,000 captive followers interested in our products, thought leadership, event presence, and more. Through targeted outreach to these industry leaders, we regularly share our latest information - awarded contracts, included. This channel (and others) provide a direct outlet to engaging with and sharing our latest information with public safety agencies nationwide.	*

40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe that Sourcewell plays a critical role in promoting agreements arising from t RFP by providing a credible platform that streamlines procurement processes for government, education, and non-profit agencies. Sourcewell's vetting and endorsement significantly enhance the trustworthiness and appeal of the agreements, offering participating entities a reliable, pre-negotiated, and compliant purchasing pathway. This not only aids in reducing the administrative burden associated with soliciting bids but also accelerates the procurement cycle, allowing for quicker deployment of solutions. To effectively integrate the Sourcewell-awarded agreement into NEOGOV's sales process, we will begin by extensively training our sales team to understand and articulate the benefits of the agreement, such as pre-negotiated terms and compliance with procurement regulations. Marketing materials will be updated to highlight the advantages of purchasing through Sourcewell, ensuring this information is prominently featured in brochures, digital content, and client proposals. We will also enhance our digital presence by adding detailed information about the Sourcewell agreement on our website, including a dedicated landing page. Account managers will actively inform existing clients about the benefits of renewing or extending services under the agreement during regular consultations and account management sessions. Additionally, we will implement feedback mechanisms to capture client insights on using the Sourcewell agreement, allowing us to continuously refine our integration strategy. This comprehensive approach ensures that the Sourcewell agreement is seamlessly woven into NEOGOV's sales processes, providing clear benefits to clients and driving effective service adoption.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NEOGOV offers a variety of training programs to Sourcewell participating entities. During the initial implementation, NEOGOV provides online training for 'core' staffing personnel users. This is a approach, meaning that we train a select group of users who then train the rest of the community on organization-specific practices. This approach is standard and leads to a lower price of training while delivering an equivalent result. If your organization would like to have NEOGOV train users outside of the community, we can certainly add those sessions for an additional charge. In addition to the initial training, NEOGOV also offers the NEOGOV Community, which includes access to quarterly conference calls, online video tutorials, user groups, and more. This is designed to ensure your organization's success goes well beyond the initial go-live date. Furthermore, NEOGOV offers NEOGOV University classes, which are free monthly training webinars that customers can enroll in. All proposed training classes and materials, including videos, tutorials, documentation, etc., are already available and can be accessed by customers online through the NEOGOV community. There is no additional cost for ongoing support for both technical and administrative assistance or maintenance.	*

43	Describe any technological advances that your proposed solutions offer.	NEOGOV's proposed solutions consistently integrate the latest technological advances to enhance functionality and user experience. Key features include: Cloud-Based Platforms: Ensuring accessibility and security, our solutions are hosted on highly secure, accessible cloud platforms. Automated Workflows: Utilizing automation to streamline processes, increase efficiency, and reduce human error. Mobile Functionality: Extensive mobile support allows users to manage tasks and access information on-the-go. Advanced Security Measures: Including data encryption, role-based access controls, and regular security audits to protect sensitive information. Real-Time Analytics: Offering sophisticated analytics tools that provide actionable insights, helping organizations make data-driven decisions. E-Signature and Compliance Tracking: Integrated electronic signature capabilities streamline approvals while compliance tracking features ensure regulatory adherence. Integration Capabilities: Seamless integration with existing systems to enhance data consistency and workflow efficiency. Continuously innovating, NEOGOV is committed to integrating and creating new advancements, ensuring that our technology not only meets current client needs but also anticipates future demands. This commitment to innovation ensures our solutions are at the cutting edge of technological development.	*
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	NEOGOV's solution is designed with a strong emphasis on data privacy, integrity, storage, and protection. The organization has a data privacy policy in place, which can be accessed at https://www.neogov.com/privacy-policy. In terms of data integrity and storage, NEOGOV employs robust encryption measures. All data is encrypted at rest using AES 256 bit encryption. The databases employ both and to secure data, utilizing FIPS-140-2 validated encryption modules. Additional encryption at the field level is applied to particularly sensitive PII, providing another layer of security to protect against unauthorized access. NEOGOV also implements detailed Role-Based Access Control (RBAC), allowing granular control over user access based on their roles within the organization. A Super Administrator Role permits designated users to customize permissions as needed, ensuring that access levels are carefully managed and aligned with organizational security policies. Multifactor Authentication (MFA) is compulsory for all privileged access to systems, applications, and sensitive data, adding an extra layer of security by requiring multiple forms of verification. In terms of adherence to industry standards, NEOGOV is SOC2 Type II, All 5 principles and NIST 800.53 Moderate certified with control mappings to HIPAA and CJIS. The NEOGOV Cloud is flexible and allows for a wide range of data to be uploaded, including PHI data for certain modules like Benefits or e-Forms. NEOGOV's data backup and retention policies and practices meet HIPAA requirements. However, it's important to note that NEOGOV is currently HIPAA security compliant but not privacy compliant. NEOGOV's systems can be compliant with NIST SP 800-171 and/or CMMC Level 2 standards. However, NEOGOV is currently not compliant with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH) and has no plans to do a HITECH audit at this time. In conclusion, NEOGOV's solution is designed with a strong focus on data privacy, integrity, storage, and protection, and adheres to a number of industry standards, including HIPAA and CJIS.	*

45	Describe your data backup and recovery solutions.	NEOGOV employs robust data backup and recovery solutions. Full backups of certain application and database components are performed on a weekly basis and incremental backups are performed daily. Database transaction logs are backed up every three minutes. In the event of a disaster, NEOGOV has the flexibility to resume operations in a cloud and/or a new data center as needed. NEOGOV's target is to limit data loss to no more than 30 minutes, with backups stored offsite and processes in place to minimize customer data loss. All customer data is stored on disk storage that is mirrored across different storage cabinets and controllers. All customer data, up to the last committed transaction, is automatically backed up on a nightly basis. Additionally, data is continuously backed up online in real-time to the secondary data center. In case of primary data center outage, operations can be switched to a geographically remote secondary data center within minutes, allowing for DNS failover. In the event that both geographically separated data centers which house NEOGOV production equipment are destroyed, procedures are in place to reconstruct all necessary data center infrastructure to run NEOGOV applications. Those procedures include detailed plans of rebuilding the infrastructure and restoring live offsite backups at an alternate location. The entire plan is reviewed and updated regularly, and full disaster recovery testing is performed on a bi-annual basis.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	NEOGOV's solutions are designed to be highly interoperable and integrate seamlessly with other software systems. Our system allows for data import and export in standard file formats, including .html and .txt, and we can create an interface file to load into your financial software. These interfaces are vendor agnostic and specified to your needs. We also offer APIs and SFTPs for interfacing and integrating with other systems. Our system is also capable of integrating with applicant tracking systems, video interviewing software, and third-party testing vendors. Furthermore, our system is designed to flow all changes made throughout all proposed system modules without the need for duplicate data entry. We also support integration with other authentication and authorization systems, specifically SAML 2.0 compliant Identity providers. Lastly, our system is designed to be scalable, allowing for the accommodation of new modules, applications, or third-party systems as the customer's needs evolve.	
47	Describe any “green” initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	Our company is committed to sustainability through various green initiatives that reduce environmental impact both internally and within our customer solutions. By leveraging cloud-based document management, digital workflows, and e-signature technology, we minimize paper usage and promote eco-friendly business practices. Our remote work capabilities and energy-efficient data centers, which comply with certifications such as ENERGY STAR, ISO 14001, and LEED, further reduce carbon emissions and resource consumption. Additionally, our solutions, including digital policy management, cloud-based scheduling, and electronic approvals, help organizations optimize operations while reducing waste. We also follow responsible e-waste recycling policies, ensuring electronic devices are disposed of sustainably. Through these initiatives, we support both our customers and our company in achieving a more environmentally responsible approach to business.	
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NEOGOV has not received any third-party issued eco-labels, ratings, or certifications specifically related to energy efficiency, life-cycle design (cradle-to-cradle), or other green/sustainability factors for the solutions included in this proposal. Our commitment to sustainability is primarily demonstrated through internal operations and features of our solutions that promote reduced resource usage, such as cloud-based systems that minimize the need for physical infrastructure and digital workflows that reduce paper consumption. While we continually strive to enhance our sustainability initiatives, obtaining specific eco-labels or certifications remains an area for future development. We are actively exploring opportunities to align our solutions with recognized environmental standards and certifications to not only improve our impact but also to better serve our clients in their sustainability goals.	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NEOGOV offers the most comprehensive suite of products and services tailored specifically for the workforce management needs of public safety entities. With more than 13,000 public sector customers, 5,000+ in law enforcement alone, our solutions have a proven track record of operational success. In addition to the proven quality of our products, we have a world class customer support team which contributes to our industry leading customer retention, satisfaction and net promoter scores. We are backed by reputable investment firms Warburg Pincus and Carlyle Group, ensuring financial stability and continuous investment in product development. Our product development approach is customer-centric, with an aggressive enhancement release schedule for rolling out new features and capabilities. We provide extensive training and support through the NEOGOV Community, including access to quarterly conference calls, online video tutorials, user groups, and free monthly training webinars. Our platform is a multi-tenant SaaS solution with robust security measures in place, including continuous vulnerability monitoring and management, intrusion detection, anti-malware, and anti-ransomware capabilities. We are SOC2 compliant to include HIPAA and CJIS controls as well as StateRAMP and TxRAMP authorized. As of March 2025, we are “in progress” with FedRAMP and scheduled for FedRAMP authorization in June 2025 with the Department of Veterans Affairs as our FedRAMP sponsor. We believe in the concept of a well integrated and open platform, offering the ability to integrate with third-party vendors, providing flexibility and customization to meet specific customer needs. These attributes make us a unique and reliable partner for Sourcewell participating entities.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	n/a	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	n/a	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	n/a	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	n/a	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	n/a	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Our standard payment terms stipulate net 30 for new business and net 60 for renewals. Invoices for renewals are issued 60 days before the subscription renewal date. Payment is due on the renewal date itself.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	No, NEOGOV does not offer leasing or financing options for educational or governmental entities.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with Sourcewell participating entities: Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the Sourcewell contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms. Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all Sourcewell participating entities. Together, these documents form the foundation of our procurement process, ensuring that every Sourcewell transaction is governed by clear, standardized terms that support operational efficiency and compliance. Both documents are attached as part of our submission for Sourcewell's review and approval.	*
62	Explain your licensing process and the service agreements required of end users.	NEOGOV's licensing process and service agreements for end users are structured to ensure compliance, clarity, and consistency across all engagements. Licensing Process: NEOGOV provides its Software-as-a-Service (SaaS) applications through a subscription-based licensing model. Customers purchase access to NEOGOV's platforms via an Order Form, Service Order, or Statement of Work (SOW), detailing the specific services, pricing, and subscription term. The SaaS subscription grants a limited, non-exclusive, non-transferable right to use the software for internal, non-commercial purposes. This access is granted only to Authorized Users, defined as employees, agents, contractors, or consultants of the customer for whom access has been purchased. Unless specified otherwise, subscriptions commence on the Effective Date (either the date of the signed Order Form or the first use of the services) and remain active for twelve (12) months, renewing automatically unless canceled with at least 30 days' notice. Service Agreements for End Users The NEOGOV Services Agreement outlines the terms of use, obligations, and responsibilities of customers and their authorized users. Key elements include: Customer Responsibilities – Customers must manage their Authorized Users, ensure compliance with applicable laws, and prevent unauthorized access to the system. They are responsible for any data uploaded into the platform and must adhere to security and privacy regulations. Restrictions on Use – Users may not sell, resell, sublicense, or distribute the services, attempt to reverse engineer the software, or use the system for unauthorized purposes such as storing or transmitting malicious content. Subscription Fees and Payment Terms – Customers are required to pay annual fees in advance, with late payments subject to penalties. Any increase in user count may result in additional subscription fees. Data Processing and Security – NEOGOV maintains commercially reasonable security safeguards for customer data. Customers retain ownership of their data but grant NEOGOV the right to process and store it for service functionality. Support and Maintenance – NEOGOV provides customer support via phone and online request submissions, as well as updates and upgrades to improve service functionality. Termination and Compliance Audits – NEOGOV reserves the right to suspend services if the agreement terms are violated or payments are overdue. Compliance audits may be conducted to verify adherence to contractual obligations. These agreements ensure that all users operate within clearly defined parameters, allowing for secure, effective, and compliant use of NEOGOV's services.	*

63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept P-cards and no, there is not an additional fe Sourcewell participating entities to use this process.	
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Methodology: NEOGOV employs a tiered pricing model based on the Full-Time Employee (FTE) count of an organization. This structure ensures scalability and cost-effectiveness for public safety agencies of all sizes. Calculating FTE for Pricing: FTE count for the purposes of pricing NEOGOV products is calculated as 1 FTE for every FTE, 1/2 FTE for every part time employee, and 1/3 FTE for every seasonal employee. Other Pricing Methodologies: There are a few exceptions to the tiered-pricing methodology as noted in the provided price book for Sourcewell where the unit that is used for pricing purposes is different than the employee count of the organization. For example, Engage for 911 call centers is priced based on the estimated number of CAD dispatches per year, not the number of employees. An effort to made to make these distinctions obvious in the price book when looking at the product descriptions on a line item basis. Line-Item Pricing: Each product and pricing tier in the provided price book for Sourcewell has a specific SKU, description, and MSRP (Manufacturer's Suggested Retail Price) based on the number of FTEs in an organization. Tiered Discounts: The per-FTE cost decreases as agency size increases, making solutions more affordable on a per-employee basis for larger organizations. Discounted Pricing: Discounted pricing is available for Sourcewell participating entities, ensuring competitive rates compared to standard list pricing. Setup Costs: All software license purchases require a corresponding one-time setup/onboarding purchase.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The submitted pricing proposal lists the MSRP for the NEOGOV solutions. As a Sourcewell participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	NEOGOV can facilitate purchases that utilize volume discounts however this would be handled case by case as additional details would be needed in order to propose adequate pricing for the requesting agency.	*

67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	NEOGOV is committed to providing transparent and flexible pricin for “sourced” products and related services that fall outside the standard Sourcewell contract. These non-contracted ("open market ") items may include custom integrations, additional implementation services, specialized training, extended support packages, or third-party software add-ons. To ensure fair and competitive pricing, NEOGOV offers the following structured approach: Quote-Based Pricing Model – NEOGOV will provide a formal quote for all non-contracted items based on the specific needs of the participating entity. This quote will include a detailed cost breakdown, scope of work, and estimated timeline, ensuring full transparency before approval. Custom Pricing for Specialized Services – NEOGOV offers custom professional services such as: Advanced API integrations with third-party systems. Tailored implementation support beyond standard onboarding. Custom workflow configurations to meet agency-specific needs. On-site training programs for large-scale deployments. These services are priced separately and will be quoted on a per-project basis, ensuring alignment with agency requirements. Pre-Approved Service Tiers for Efficiency – To streamline procurement, NEOGOV can provide pre-approved service packages for additional training, consulting, or system configuration, allowing agencies to quickly obtain supplemental services without a lengthy procurement process. Compliance with Sourcewell Procurement Standards – NEOGOV will work closely with Sourcewell participating entities to ensure all purchases align with procurement policies, providing clear documentation and justifications for any non-contracted items. This approach ensures that agencies can access additional services and enhancements as needed, while maintaining compliance, cost transparency, and procurement efficiency.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All licenses, setup, training, and optional services have been included in our pricing submission. Our proposal provides complete pricing for all NEOGOV and PowerDMS products, including any additional features, services, or optional enhancements. The full breakdown of these costs can be found in the attached pricing sheet. Since all items required to utilize our solutions are accounted for, there are no hidden fees. NEOGOV remains committed to full pricing transparency, and any optional services can be selected based on the specific needs of Sourcewell participating entities.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NEOGOV delivers its cloud-based Software-as-a-Service (SaaS) solutions through a fully online deployment model, eliminating the need for physical distribution or on-premise installations. This approach ensures fast, secure, and scalable access for Sourcewell participating entities.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NEOGOV employs a comprehensive self-audit process to ensure compliance with our proposed agreement with Sourcewell, includi proper pricing for all Sourcewell participating entities. A dedicated procurement team manages all procurement vehicles, including Sourcewell, and provides ongoing training to Sales, Finance, and Renewals teams to ensure adherence to specific procurement requirements. Every customer quote undergoes a multi-stage approval process, starting with Sales Leadership review to confirm pricing accuracy, followed by a Finance team compliance check, and final approval by the Chief Financial Officer (CFO) to ensure full adherence to Sourcewell's pricing structure. Additionally, NEOGOV collaborates with multiple resellers and cooperative agreements, each with unique compliance requirements, and carefully verifies that every order meets the standards of the relevant purchasing vehicle. This rigorous, multi-level oversight guarantees that all pricing and contractual terms remain accurate, transparent, and compliant. Our internal controls ensure that Sourcewell participating entities receive the correct pricing and that all agreements align with established procurement guidelines. By integrating cross-departmental training, leadership oversight, and structured compliance checks, NEOGOV maintains the highest level of accountability and accuracy in all Sourcewell-related transactions. This process reflects our commitment to delivering transparent, reliable, and compliant procurement solutions.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	NEOGOV utilizes key internal metrics to measure the success of our agreements, ensuring efficiency, cost savings, and value for Sourcewell participating entities. We track the number of deals processed through purchasing vehicles to assess adoption and utilization rates, providing insight into how effectively agencies leverage the agreement. Additionally, we monitor the total dollars saved by eliminating the need for third-party intermediaries, demonstrating the direct financial benefits of using the Sourcewell contract. By analyzing these cost savings, we ensure that agencies receive the most competitive pricing while streamlining procurement processes. Our team also evaluates overall contract performance by assessing customer engagement, deal velocity, and renewal rates to maintain continuous improvement. These metrics allow us to refine our approach, enhance customer experience, and ensure alignment with Sourcewell's goals. Through data-driven decision-making and ongoing performance tracking, NEOGOV remains committed to maximizing the success of this agreement for all participating entities.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	NEOGOV proposes a 2% administration fee for all sales made under the Sourcewell agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The submitted pricing proposal lists the MSRP for the NEOGOV/PowerDMS solutions. As a Sourcewell participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *	

76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	NEOGOV offers a suite of integrated solutions tailored to meet the various operational needs of public safety and law enforcement agencies. Our products are designed not only to enhance efficiency and compliance but also to cater to the unique challenges faced by each agency, ensuring that each solution can be configured to fit specific operational requirements and procedural nuances. Our platform solutions include the following: Policy: A secure, cloud-based repository to manage policies and procedures across their entire lifecycle. Develop, review, approve, distribute, and track every policy with confidence, knowing that only one published version exists Training: Create, distribute, and track electronic training courses to reduce the cost and complexity of in-person training. Recall: Designed to reinforce employees' knowledge and recall of policy content, using AI-generated digital flashcards, created from your own job-critical documents in PowerPolicy. . Standards: Accreditation software that streamlines the management of policies and compliance documentation. Action: Facilitates documentation, management, and review of on-duty actions like pursuits and use-of-force through customizable forms and streamlined workflows2. IA: Track, manage, and report on internal investigations and complaints with secure, end-to-end case management software that integrates directly to PowerPolicy. Vitals: Document multiple indicators, quantify officer stress, and equip supervisors with customizable plans to support regular check-ins and healthy conversations with officers in need of assistance. Line: A public safety employee wellness and wellbeing mobile application designed to allow for fully anonymous engagement with curated content and a nationwide network of peer support volunteers. Ready: Assists agencies in managing, tracking, and measuring training for employees entering new career phases with real-time data and pre-built programs. Time: A workforce management platform that covers scheduling, timekeeping, training, and shift bidding tailored for the specific needs of public safety. Schedule: A next generation workforce management platform designed to meet the nuanced scheduling needs of larger agencies across multiple juristictions. Engage: A citizen engagement and feedback software solution for public safety agencies designed to keep citizens informed, measure citizen satisfaction and boost employee morale. Vetted: A background investigation software solution available fully integrated into NEOGOV Insight's applicant tracking system to manage the vetting process of candidates for public safety employment. Attract: A candidate relationship management tool fully integrated into NEOGOV Insight’s applicating tracking system that helps agencies source qualified public safety applicants faster. Insight: An applicant tracking system that eliminates the burden of manual processes for both your HR team and candidates streamlining complex public safety hiring. Onboard: Software that improves new hire onboarding with digital paperwork for new employees, more visibility, and agency-wide efficiency. Learn: Configurable learning management software that allows you to offer more training, reduce barriers to learning, and accommodate numerous learning styles. Perform: Performance management software that automates annual and probationary employee evaluations, allowing your HR team and department heads to identify skills gaps and areas of improvement in their employees. Eforms: A platform for storing and centralizing electronic employee files, creating electronic forms, converting existing forms, and building routing and approval workflows in a secure repository. CoreHR: A central hub for all employee data. Manage details like job titles, contact information, position(s), work rules, employee status, and much more.

		Time and Attendance: An employee time tracking tool that helps you manage wo hours, overtime, and time off. Payroll: Software to automate payroll processes while adhering to regulatory, union, and budgetary requirements. Payroll Services: Services provided by NEOGOV to handle ACH processing with direct deposit, child support and vendor payments. NEOGOV Payroll Services also include tax filings and payments as well as year-end paperwork like W2, 1095 reporting, printing and mailing. Benefits: Software to streamline the management of employee benefits programs including health insurance, retirement plans, like 457(b) and pensions, and a wide range of other perks. Integrations and Add-on: NEOGOV offers a variety of 3rd party integrations and 3rd party integrated products that enhance the value of NEOGOV products, specifically related to agency recruitment and products that are enhanced by access to read-only CAD/RMS data.	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Here are the subcategories that best describe our products: -Incident tracking response and reporting, unit assignments and staffing, training activities, etc. -Operational management (scheduling, training, compliance, etc.) -Law enforcement case management	*

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	○ Yes ○ No		*
79	Mapping	Vertical location, indoor, outdoor	○ Yes ○ No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	○ Yes ○ No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	○ Yes ○ No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	○ Yes ○ No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	○ Yes ○ No		*

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ON to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for fu information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	○ Yes ○ No		*
85		Operational management (scheduling, training, compliance, etc.)	○ Yes ○ No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	○ Yes ○ No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	○ Yes ○ No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	○ Yes ○ No		*
89		Digital and physical evidence management	○ Yes ○ No		*
90		E-citation systems	○ Yes ○ No		*
91		Law enforcement case management	○ Yes ○ No		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		○ Yes ◉ No	n/a	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	◉ Yes ○ No	The NEOGOV products associated with this category/subcategory are: Action, Ready, Learn, Policy, Training as add on to Policy, Attract, Insight, and Onboard.	*
94	Mapping	Vertical location, indoor, outdoor	○ Yes ◉ No	n/a	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	○ Yes ◉ No	n/a	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	○ Yes ◉ No	n/a	*

97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	○ Yes ◉ No	n/a	
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	○ Yes ◉ No	n/a	*
99	Category 2 - Public Safety Response Agency Operations		○ Yes ◉ No	n/a	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	○ Yes ◉ No	n/a	*
101		Operational management (scheduling, training, compliance, etc.)	◉ Yes ○ No	The NEOGOV products associated with this category/subcategory are: CoreHR, Benefits, Time and Attendance, Payroll, Payroll Services, Perform, Learn, Eforms, Onboard, Insight, Attract, Integrations, Policy, Ready, Time, Schedule, Vetted, Standards, Engage, Line, IA, Vitals, Action, and Recall.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	○ Yes ◉ No	n/a	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	○ Yes ◉ No	n/a	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	○ Yes ◉ No	n/a	*
105		Digital and physical evidence management	○ Yes ◉ No	n/a	*
106		E-citation systems	○ Yes ◉ No	n/a	*
107		Law enforcement case management	◉ Yes ○ No	The NEOGOV product associated with this category/subcategory is: IA	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - *Sourcewell NEOGOV Pricebook_3 4 25.xlsx - Tuesday March 04, 2025 14:39:41
- Financial Strength and Stability - KPMG audit letter.pdf - Tuesday March 04, 2025 05:35:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell Exceptions (1) (1).pdf - Tuesday March 04, 2025 05:37:45
- Upload Additional Document - RFP_030425_Public_Safety_Software_Master_Agreement NEOGOV redlines rmm 2.7.2025 (2) (1).docx - Tuesday March 04, 2025 13:08:44

Docusign Envelope ID: FD0D72B0-00AE-4F02-94F3-C02EDC7109DA

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joshua Snyder, Vice President of Strategic Partnerships, Governmentjobs.com Inc., dba NEOGOV

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	☑	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	☑	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	☑	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	☑	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	☑	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	☑	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	☑	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	☑	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	☑	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	☑	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	☑	1
Addendum_1_Public Safety_Software_030425 Fri January 17 2025 10:38 AM	☑	1

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-697412	**Order #:**	Q-467617
Customer:	Capitola, City of (CA)	**Valid Until:**	5/31/2026
Effective Employee Count:	65		
Sales Rep:	Tyler Southard		

Customer Contact			
Billing Contact:	Capitola, City of (CA) Jim Malberg	**Shipping Contact :**	Capitola, City of (CA) Renee DeMar
Billing Address:	420 Capitola Ave Capitola, CA 95010	**Shipping Address:**	420 Capitola Ave Capitola, CA 95010
Billing Contact Email:	jmalberg@ci.capitola.ca.us	**Shipping Contact Email:**	rdemar@ci.capitola.ca.us
Billing Phone:	831-475-7300	**Shipping Phone:**	8314757300

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Year 1

Item	Type	Start Date	End Date	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$704.70
Insight Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$3,195.80
Vetted Subscription	Recurring	7/1/2026	6/30/2027	Usage Based	$1,844.40
Background investigation software to manage process required for vetting a new employee. Provides centralized place to manage candidates through selection process for both recruiters and background investigators. Pricing for Vetted is based on the Quantity purchased where Quantity represents the anticipated use of the Vetted product taking into account Customer's historical use over the prior twelve month period. If Customer's usage exceeds the Quantity during a given subscription year, NEOGOV will adjust the pricing for any subsequent year to take into account Customer's increased usage based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of usage are not yet available). For avoidance of doubt, nothing restricts NEOGOV from increasing its per unit pricing in the ordinary course of business.					
Onboard Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$2,784.13
Learn Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$5,904.68
Perform Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$4,681.79
Governmentjobs.com Setup	Services			Employee Based	$0.00
Insight Setup	Services			Employee Based	$3,711.10
Vetted Setup	Services			Usage Based	$1,338.75
Services to setup Vetted for an organization includes enabling the product, creating standard templates for PHS, questionnaires, correspondence and checklists; access to online training courses, online guidance from a NEOGOV implementation consultant during initial setup and implementation.					

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	License Type	Total (USD)
Onboard Setup	Services			Employee Based	$3,092.30
Learn Setup	Services			Employee Based	$3,640.55
Perform Setup	Services			Employee Based	$3,640.55
				Year 1 TOTAL:	$34,538.75

Year 2

Item	Type	Start Date	End Date	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$959.85
Insight Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$4,352.90
Vetted Subscription	Recurring	7/1/2027	6/30/2028	Usage Based	$2,512.20
Background investigation software to manage process required for vetting a new employee. Provides centralized place to manage candidates through selection process for both recruiters and background investigators. Pricing for Vetted is based on the Quantity purchased where Quantity represents the anticipated use of the Vetted product taking into account Customer's historical use over the prior twelve month period. If Customer's usage exceeds the Quantity during a given subscription year, NEOGOV will adjust the pricing for any subsequent year to take into account Customer's increased usage based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of usage are not yet available). For avoidance of doubt, nothing restricts NEOGOV from increasing its per unit pricing in the ordinary course of business.					
Onboard Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$3,808.59
Learn Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$8,112.51
Perform Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$6,404.53
				Year 2 TOTAL:	$26,150.58

Year 3

Item	Type	Start Date	End Date	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$1,275.75
Insight Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$5,785.50
Vetted Subscription	Recurring	7/1/2028	6/30/2029	Usage Based	$3,339.00
Background investigation software to manage process required for vetting a new employee. Provides centralized place to manage candidates through selection process for both recruiters and background investigators. Pricing for Vetted is based on the Quantity purchased where Quantity represents the anticipated use of the Vetted product taking into account Customer's historical use over the prior twelve month period. If Customer's usage exceeds the Quantity during a given subscription year, NEOGOV will adjust the pricing for any subsequent year to take into account Customer's increased usage based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of usage are not yet available). For avoidance of doubt, nothing restricts NEOGOV from increasing its per unit pricing in the ordinary course of business.					

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	License Type	Total (USD)
Onboard Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$5,062.05
Learn Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$10,782.45
Perform Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$8,512.35
				Year 3 TOTAL:	$34,757.10

Total: | $95,446.43

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Find a copy of our W-9 here.

Special Condition:

This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in NEOGOV's Sourcewell contract #030425-PDMS (the "Sourcewell Agreement") and the most recently published version of the NEOGOV Services Agreement available at https://www.neogov.com/service-specifications with the following modifications: (i) the Effective Date (as defined in the NEOGOV Services Agreement) shall be the date set forth below, and (ii) the SKU and pricing applicable to this purchase shall be as specified in this Order Form. The services provided to Sourcewell member#39483 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP. By signing below, Customer confirms it has the authority to use the Sourcewell Agreement for this purchase and that the use of the Sourcewell Agreement for this purchase is not prohibited by law or procurement regulations or standards applicable to Customer. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

THIS ORDER FORM HAS NOT BEEN APPROVED

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Community and Economic Development

Subject: PLHA Resolution

Recommended Action: Adopt a resolution authorizing the City Manager to execute the Permanent Local Housing Allocation (PLHA) Program Application 5-year plan, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents that are related to the Program or the PLHA grant award.

Background: In 2017, Governor Brown signed a 15-bill housing package aimed at addressing California's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act, known as Senate Bill 2 (SB 2) to increase the supply of affordable homes in California. The Bill established a $75 recording fee on real estate documents and created the Permanent Local Housing Allocation Fund (PLHA). Beginning in 2019, SB 2 authorized the California Department of Housing and Community Development (HCD) to allocate 70% of PLHA fund money to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to local governments for housing-related projects and programs that address the unmet housing needs of their local communities. HCD calculates and publishes the PLHA allocation annually.

Discussion: On November 10, 2022, the City Council adopted Resolution No. 4294 approving the submittal of the PLHA application and authorizing the City Manager to execute the PLHA Standard Agreement and related documents. At that time, HCD estimated the City's five-year PLHA allocation at $630,557. Since then, the City has implemented the program and expended PLHA funds consistent with the approved PLHA Plan.

Recently, HCD notified the City that the allocation amount was increased to $672,497. Staff has already accounted for this increase in the PHLA activity budgets and no significant changes are projected. PLHA funding is utilized for the City's annual contribution to the regional shelter operation ($35,000). In addition, the City allocated remaining PLHA funding to the 100% affordable housing development at 1098 38th Avenue as a part of an affordable housing development loan in January 2025.

To remain in compliance with PLHA, the City is being asked to submit a new resolution with the final and updated allocation amount. No other changes are in the attached resolution.

Fiscal Impact: There is no matching fund requirement or fiscal impact associated with the recommended action.

Attachments:

1. Resolution – Revised PLHA Allocation

Alignment with 2025-2029 Strategic Plan Priority: Attainable Housing and Healthy Families,

Report Prepared By: Katie Herlihy, Community and Economic Development Director

Reviewed By: Julia Gautho, City Clerk, Jim Malberg, Administrative Services Director

Approved By: Jessica Kahn, Acting City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF CAPITOLA AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

A majority of the City Council Members of the City of Capitola hereby consents to, adopts, and ratifies the following resolution:

A. WHEREAS, the California Department of Housing and Community Development is authorized to provide up to $335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2));

B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;

C. WHEREAS, the City of Capitola is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA $672,497.00 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. **Pursuant to Section 302(c)(4) of the Guidelines,** Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

5. **If applicable**: Applicant certifies that it was delegated by City Council to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

12. The City Manager is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED by the City Council of the City of Capitola at a regular meeting held this 23rd day of July, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signature of Approving Officer:

_____

Mayor Margaux Morgan

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, City Clerk of the City of Capitola, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Capitola City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

_____

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Police Department

Subject: California Highway Patrol Cannabis Tax Fund Grant

Recommended Action: Adopt a resolution accepting a California Highway Patrol Cannabis Tax Fund Grant in the amount of $200,900.32 and amending the FY 2026-27 General Fund operating budget to increase revenues and expenditures by $200,900.32 related to the grant award.

Background: The California Highway Patrol (CHP), through the Cannabis Tax Fund Grant Program, has awarded the Capitola Police Department $200,900.32 to support impaired driving enforcement, education, and equipment. The grant program provides financial assistance to local law enforcement agencies to reduce impaired driving through education, prevention, enforcement, and equipment purchases. The grant performance period is July 1, 2026, through June 30, 2027.

Discussion: Grant funding will support the Police Department's impaired driving enforcement efforts through proactive enforcement, community education, officer training, and specialized equipment.

Grant-funded activities include eight DUI saturation patrols, two DUI checkpoints, and two DUI education operations to reduce alcohol- and drug-impaired driving throughout the City. Education efforts will include outreach at community events, school presentations, and public awareness campaigns regarding the dangers of impaired driving.

The grant will also fund the purchase and outfitting of a dedicated DUI enforcement patrol vehicle and DUI checkpoint trailer to improve officer safety, operational efficiency, and the Department's ability to conduct high-visibility DUI enforcement. The total grant award of $200,900.32 is allocated as follows:

• Personnel (Overtime): Total $22,191.82
- DUI Saturation Patrols: $11,661.60
- DUI Checkpoints: $9,329.32
- DUI Education and Outreach: $1,200.90

• Equipment: Total $178,708.50
- DUI Enforcement Patrol Vehicle and Outfitting: $112,608.50
- DUI Checkpoint Trailer and Outfitting: $66,100.00

The Police Department will return with a Council agenda item in the fall to outline all grant funding received, expenditures related to grant funding opportunities, and outcomes of grant programming.

Fiscal Impact: Acceptance of the grant will increase General Fund revenues and expenditures by $200,900.32. The grant fully funds the proposed activities and equipment, resulting in no net fiscal impact to the General Fund. Any ongoing maintenance, operation, or replacement costs associated with the equipment following the grant period will be the responsibility of the City.

Attachments:

1. Grant Award Letter
2. Grant Agreement
3. Resolution – Accepting Grant/Amending Budget

Report Prepared By: Leo Moreno, Police Captain

Reviewed By: Julia Gautho, City Clerk; Sarah Ryan, Chief of Police; Jim Malberg, Administrative Services Director

Approved By: Jessica Kahn, Acting City Manager

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 30, 2026

File No.: 060.17344.19741

Captain Leo Moreno
Capitola Police Department
422 Capitola Avenue
Capitola, CA 95010

Dear Captain Moreno:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Capitola Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $200,900.32. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

For/

M. W. HEADRICK, Chief
Enforcement and Planning Division

1. GRANT TITLE
FY26/27 CTFGP Law Enforcement – Capitola Police Department

2. NAME OF ORGANIZATION/AGENCY
Capitola Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Capitola Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2026 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $200,900.32

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

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

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Jamie Goldstein
Title: City Manager
Phone: (831) 475-7300

Address: 420 Capitola Avenue
Capitola, CA 95010

E-Mail: Jgoldstein@cityofcapitola.gov

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Jim Malberg
Title: Finance Director
Phone: (831) 475-7300

Address: 420 Capitola Avenue
Capitola, CA 95010

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Capitola Police Department

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

The Capitola Police Department requests funding from the California Highway Patrol Cannabis Grant Program to implement a targeted impaired driving project that enhances enforcement, training, fleet capacity, and public education to reduce collisions, injuries, and fatalities caused by alcohol, drug, and cannabis-impaired drivers.

Specifically, the funding will support 8 DUI saturation patrols, 2 DUI checkpoints, and 2 DUI education operations to ensure proactive, highly visible enforcement and community outreach. The grant will also fund the purchase of a new DUI enforcement patrol vehicle, including upfitting costs such as emergency lighting, communications, and enforcement equipment, as well as a dedicated DUI checkpoint trailer to improve efficiency and safety during checkpoint operations. The department's aging fleet limits reliability and deployment capacity; these new resources will enhance operational readiness, visibility, and enforcement effectiveness.

Funding will also support officer training to maintain proficiency in field sobriety testing, impaired driving detection, and DUI investigation and documentation. Field Training Officers will provide hands-on instruction to new personnel, and Sergeants will deliver updates on DUI case law and best practices.

Finally, grant resources will support public education to raise awareness of the dangers and legal consequences of impaired driving through outreach at community events, school presentations, neighborhood meetings, and social media engagement. By funding this project, the department will strengthen its ability to detect, deter, and prevent impaired driving and improve roadway safety throughout the community.

Problem Statement

The Capitola Police Department serves a permanent population of approximately 9,500 within just 1.6 square miles; however, daily visitors routinely triple the city's population, creating significant traffic safety challenges. High pedestrian density, compact streets, and a concentration of restaurants, entertainment venues, and beach attractions increase the risk of alcohol, drug, and cannabis-impaired driving, particularly during major events such as the Wharf-to-Wharf Race, Art and Wine Festival, and Fourth of July Fireworks Show. These events draw thousands of visitors and significantly increase vehicle, bicycle, and pedestrian traffic within an already dense coastal community.

Traffic data from 2023 to 2025 demonstrates a growing risk to public safety. Total injury victims increased 38.4 percent, alcohol-involved injury crashes doubled, and pedestrian-related crashes rose 20 percent. Primary contributing factors include unsafe speed, unsafe turning movements, and failure to yield to pedestrians. Impaired driving has emerged as a critical and increasing threat, with DUI-involved crashes contributing to injuries and multi-modal collision risks, particularly in high-density areas such as Capitola Village (Downtown commercial district) and along major corridors, including 41st Avenue and Bay Avenue.

To address this problem, the department proposes conducting 8 DUI saturation patrols staffed by three officers each, 2 DUI checkpoints staffed by six officers each, and 2 DUI education operations. These high-visibility enforcement efforts are necessary to create deterrence, increase officer presence, and reduce impaired driving in identified high-risk locations and during peak periods.

The department's aging patrol fleet and limited checkpoint equipment reduce operational efficiency and visibility. The current lack of a modern, fully equipped DUI trailer limits the department's ability to safely and effectively conduct checkpoint operations. Funding for a dedicated DUI checkpoint trailer and associated outfitting will enhance officer safety, improve lighting and communications, provide secure equipment storage, and increase operational efficiency during checkpoints. In addition, continued fleet limitations hinder high-visibility DUI enforcement efforts.

Schedule A

Grant-funded overtime, a dedicated DUI checkpoint trailer with proper outfitting, and enhanced enforcement resources are necessary to improve deployment capacity, increase deterrence, and reduce impaired driving incidents. Without these additional resources, the department's ability to respond proactively to the growing impaired driving problem will remain limited. This project will improve safety for drivers, pedestrians, bicyclists, residents, and visitors, particularly vulnerable populations such as seniors, youth, and those frequenting high-density pedestrian areas, ultimately reducing injuries and preventing fatalities within the community.

Performance Measures/Scope of Work (Proposed Solution)

Traffic data from 2023 to 2025 indicates a growing impaired driving concern within the City of Capitola. During this period, total injury victims increased 38.4 percent, alcohol-involved injury crashes doubled, and pedestrian-related crashes increased 20 percent. Alcohol- and cannabis-involved collisions continue to pose a significant risk in high-density areas such as Capitola Village and along 41st Avenue and Bay Avenue. The department's performance measure will be determined by reductions in alcohol- and drug-involved collisions and increases in DUI/DUID arrests.

With support from the Cannabis Grant Program, the Capitola Police Department proposes to conduct eight (8) three-officer DUI saturation patrols, two (2) six-officer DUI checkpoints, and two (2) DUI education operations. The overall goal is to increase DUI/DUID arrests by 10 percent and reduce alcohol-, drug-, and cannabis-involved crashes by 10 percent in targeted corridors.

Eight (8) DUI Saturation Patrols (Q1 = 2, Q2 = 2, Q3 = 2, Q4 = 2): These three-officer saturation patrols will focus on high-risk locations including Capitola Village, 41st Avenue, and Bay Avenue. The saturation patrols will aim to increase proactive DUI/DUID arrests by 10 percent and reduce impaired driving collisions by 10 percent. Increased high-visibility enforcement will deter impaired driving by increasing the perceived risk of arrest.

Two (2) DUI Checkpoints (Q2 = 1, Q4 = 1): These six-officer checkpoints will support saturation patrol efforts and further increase DUI/DUID arrests by 10 percent. DUI checkpoints serve as a proven deterrent by discouraging impaired driving, reducing alcohol-related crashes and injuries, and protecting pedestrians, bicyclists, and motorists in high-density areas.

DUI Checkpoint Trailer Acquisition and Outfitting: The department is requesting funding for a dedicated DUI checkpoint trailer and associated outfitting to be deployed during both checkpoint operations. The trailer will improve operational efficiency, enhance officer safety, provide proper lighting and communications capability, and allow for secure storage of traffic control devices and enforcement equipment. The trailer will enable officers to set up checkpoints more effectively in high-risk areas and support the overall goal of increasing DUI arrests by 10 percent.

DUI Enforcement Vehicle Acquisition and Outfitting: The department is requesting funding for a dedicated, clearly marked DUI enforcement vehicle to be used during all DUI saturation patrols and checkpoints. The vehicle will enhance high-visibility enforcement, improve deployment capacity, and strengthen deterrence efforts. The acquisition aligns with the goal of increasing DUI/DUID arrests by 10 percent and reducing impaired driving collisions.

Two (2) DUI Education Operations (Q1 = 1, Q4 = 1): Education efforts will include outreach at National Night Out, school presentations, and Neighborhood Watch meetings. These operations will aim to increase community awareness of impaired driving risks by at least 10 percent through engagement tracking and community feedback. Approximately 300 attendees are reached at National Night Out, 200 students during school presentations, and 10 to 20 participants at Neighborhood Watch meetings. Education complements enforcement by increasing awareness and reinforcing deterrence.

This combined enforcement, equipment, and education strategy directly addresses Capitola's impaired driving problem by increasing visibility, strengthening deterrence, and improving operational capacity to reduce collisions, injuries, and fatalities.

Schedule A

Project Performance Evaluation

The Capitola Police Department will evaluate project effectiveness using both quantitative and qualitative methods to measure outcomes and community impact. Quantitative data will include the number of DUI and DUID contacts and arrests, drivers screened at checkpoints, frequency and location of saturation patrols, and traffic collision data, particularly alcohol, drug, and cannabis-involved crashes, with a goal of at least a ten percent reduction in targeted areas. The dedicated DUI enforcement vehicle will be clearly marked as a DUI vehicle to provide high visibility, enhance officer presence during patrols and checkpoints, and improve deployment and coverage for impaired driving enforcement operations.

Qualitative evaluation will include officer feedback on patrols, checkpoints, and the vehicle's effectiveness, as well as community feedback from educational outreach. DUI education and awareness activities will be conducted at special events such as National Night Out, community meetings including Neighborhood Watch sessions, and senior community gatherings. Feedback and engagement from these events will be used to assess increases in public knowledge of impaired driving risks, safe driving behaviors, and awareness of cannabis-related DUI laws.

To maximize deterrence and increase the perceived risk of detection, the department will implement high-visibility enforcement campaigns for all DUI checkpoints and saturation patrols. The Traffic Sergeant, in coordination with department leadership, will prepare and distribute press releases prior to and following major enforcement operations. Enforcement results and DUI awareness messaging will also be shared through the department's social media platforms. These communication efforts increase public awareness of impaired driving laws, reinforce deterrence, promote transparency, and support the overall goal of increasing DUI/DUID arrests and improving roadway safety.

Project results will be communicated internally through quarterly briefings to department leadership summarizing enforcement activity, educational outreach, and trends in impaired driving. Externally, outcomes will be shared with the community through social media updates and a dedicated DUI awareness campaign. This comprehensive evaluation strategy ensures that enforcement, education, DUI trailer and vehicle utilization are measured, community impacts are documented, and the public is informed of safety improvements resulting from the grant.

Program Sustainability

The Capitola Police Department is requesting funding to purchase a DUI enforcement vehicle, and DUI trailer due to limitations in the department's current fleet. If approved, these resources will allow the department to continue conducting DUI saturation patrols, DUI checkpoints, and educational operations on an ongoing basis. The vehicle will remain highly visible to enhance officer presence and deterrence, and the trailer will support checkpoint operations by providing storage, improving efficiency, and enhancing officer safety.

Even without future grant funding, the department will maintain and operate the vehicle and trailer to sustain impaired driving enforcement efforts, ensure consistent public education, and continue long-term improvements in roadway safety.

Administrative Support

The Capitola Police Department has a dedicated team of experienced professionals who will oversee the implementation and management of this project.

Administrative Analyst Esmeralda Gonzalez – Grant Manager

- Responsible for overall project coordination
- Tracks project timelines and performance metrics
- Ensures compliance with all grant reporting requirements

Schedule A

Operations Captain Leo Moreno

- Provides oversight and support for project activities
- Ensures goals and objectives are met
- Assists in operational planning and resource allocation

Patrol and Traffic Sergeants, Officers, and Detectives

- Conduct DUI enforcement operations and saturation patrols
- Staff DUI checkpoints
- Lead and participate in DUI education and community outreach activities
- Utilize specialized training in field sobriety testing and impaired driving detection

The Capitola Police Department is currently budgeted for 22 sworn personnel. While vacancies exist, all operations will be conducted on overtime, and staffing is sufficient to conduct the proposed enforcement and education activities. Administrative and physical resources, including office support, communication systems, vehicles, and the proposed DUI trailer, are adequate to support the project throughout the performance period.

The department is actively seeking quotes for a 2026 Ford Interceptor SUV patrol vehicle and its outfitting, the DUI trailer, and outfitting for the DUI trailer. The department has prior experience managing state and federal grants, ensuring that this project will be completed successfully, on time, and in compliance with all program requirements.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30887	Capitola Police Department	$200,900.32

Cost Category	Line Item Name	Total Cost to Grant
Personnel		
	Educational/Outreach	$1,200.90
	DUI Saturation Patrol	$11,661.60
	DUI Checkpoint	$9,329.32
Category Sub-Total		**$22,191.82**
Equipment		
	DUI Trailer	$66,100.00
	DUI Patrol Vehicle	$112,608.50
Category Sub-Total		**$178,708.50**

Grant Total	**$200,900.32**

Schedule B-1
Budget Narrative

Capitola Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

DUI Checkpoint
$9,329.32
DUI Checkpoints
2 DUI Checkpoints × 8 hours each = 16 total hours per position
Officers: 4 officers × 16 hours = 64 officer-hours × $91.39 overtime rate = $5,849.00
Sergeants: 2 sergeants × 16 hours = 32 sergeant-hours × $108.76 overtime rate = $3,480.32
Total Overtime Wages for DUI Checkpoints: $5,849.00 + $3,480.32 = $9,329.32

DUI Saturation Patrol
$11,661.60
DUI Saturation Patrols
8 DUI Saturation Patrols × 5 hours each = 40 total hours per position
Officers: 2 officers × 40 hours = 80 officer-hours × $91.39 overtime rate = $7,311.20
Sergeants: 1 sergeant × 40 hours = 40 sergeant-hours × $108.76 overtime rate = $4,350.40
Total Overtime Wages for Saturation Patrols: $7,311.20 + $4,350.40 = $11,661.60

Educational/Outreach
$1,200.90
DUI Education Operations
2 DUI Education Operations × 3 hours each = 6 total hours per position
Officers: 1 officer × 6 hours = 6 officer-hours × $91.39 overtime rate = $548.34
Sergeants: 1 sergeant × 6 hours = 6 sergeant-hours × $108.76 overtime rate = $652.56
Total Overtime Wages for Education Operations: $548.34 + $652.56 = $1,200.90

Equipment

DUI Patrol Vehicle
$112,608.50
DUI patrol Vehicle $61,008.50
DUI Vehicle - Outfitting $43,100
DUI Enforcement Patrol vehicle Radio system $8500.00
* NOTE: CGU WILL ONLY COVER 1 YEAR RADIO ESSENTIAL SERVICE- AGENCY IS RESPONSIBLE FOR REMAINING WARRANTY COSTS

DUI Trailer
$66,100.00
DUI Trailer $ 55,000.00
DUI Trailer Outfitting $ 11,100.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ACCEPTING GRANT FUNDING FROM THE CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM TO SUPPORT IMPAIRED DRIVING ENFORCEMENT, EDUCATION, AND EQUIPMENT, AND AMENDING THE FISCAL YEAR 2026-27 BUDGET

WHEREAS, the California Highway Patrol (CHP) administers the Cannabis Tax Fund Grant Program to assist local law enforcement agencies in addressing impaired driving involving alcohol and drugs, including cannabis; and

WHEREAS, the Capitola Police Department has been awarded $200,900.32 through the California Highway Patrol Cannabis Tax Fund Grant Program to support impaired driving enforcement, education, and the purchase of specialized enforcement equipment during the Fiscal Year 2026-27 grant performance period; and

WHEREAS, the grant award provides funding for DUI saturation patrols, DUI checkpoints, DUI education and outreach activities, a dedicated DUI enforcement patrol vehicle, and a DUI checkpoint trailer to enhance public safety and reduce impaired driving within the City of Capitola; and

WHEREAS, the grant funds will be used for eligible personnel overtime costs and the purchase and outfitting of specialized enforcement equipment, with no local matching funds required; and

WHEREAS, acceptance of the grant funding requires an amendment to the Fiscal Year 2026-27 Adopted Budget to recognize and appropriate the $200,900.32 of grant revenues and expenditures in accordance with the grant agreement; and

WHEREAS, it is necessary to adopt the 2026-27 Fiscal Year Budget for all City funds; and

WHEREAS, the City Council conducted budget study sessions, heard and considered public comments, had modified and proposed a budget accordingly, and on June 11, 2026, adopted such budget for the Fiscal Year July 1, 2026, through June 30, 2027; and

WHEREAS, since the adoption of the FY 2026-27 Budget the City has been awarded a California Highway Patrol Cannabis Tax Fund Grant; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2026-27 Fiscal Year Budget is hereby amended, including Exhibit A (Budget Amendment) to this Resolution; and

BE IT FURTHER RESOLVED that the Administrative Services Director is directed to enter the budget into the City's accounting records in accordance with appropriate accounting practices, and the City Manager, with the Administrative Services Director's assistance, shall assure compliance therewith;

I HEREBY CERTIFY that the above and foregoing Resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 23rd day of July 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Margaux Morgan, Mayor

ATTEST:

_____

Julia Gautho, City Clerk

Budget Adjustment Request

Date

07/08/2026

Requesting Department *

Police

Type of Adjustment

- ○ Administrative
- ◉ Council

Item #

Council Date

July 23, 2026

Council Approval

Revenues

Search

Account Number	Account Description	Increase/Decrease
1000-20-20-000-3320.100	State Grants - Operating	$ 200,900.32

Total Revenues

$ 200,900.32

Expenditures

Search

Account Number	Account Description	Increase/Decrease
1000-20-20-000-4130.200	Wages Overtime - grant funded	$ 22,191.82
1000-20-20-000-4650.400	Capital Outlay-Equipment	$ 178,708.50

Total Expenditures

$ 200,900.32

Net Impact

$ 0.00

Purpose

Accept and appropriate California Highway Patrol Cannabis Tax Fund Grant.

Department Head Approval

Sarah Ryan

Finance Director Approval

Jim Malberg

City Manager Approval

Jim Malberg

Comments:

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Public Works Department

Subject: Grant Funding for Beach and Wharf Accessibility Improvements

Recommended Action: 1) Accept grant funding totaling $43,362.63 through the Beach and Coast Accessibility Program administered by Orange County Coastkeeper and funded by the State Coastal Conservancy; 2) adopt a resolution amending the FY 2026-27 Budget to appropriate grant revenues and expenditures for beach and wharf accessibility improvements; and 3) authorize the City Manager to execute any documents necessary to implement the grant-funded improvements.

Background: Approximately one year ago, the City applied for grant funding through the Beach and Coast Accessibility Program, a statewide initiative funded by the State Coastal Conservancy, to improve beach and coastal access for individuals with disabilities. The City has now been awarded a total of $43,362.63 in grant funding for accessibility improvements at Capitola Beach and the Capitola Wharf. These projects are intended to improve access to some of Capitola's most heavily used public recreational facilities and support the City's ongoing efforts to provide equitable access to coastal resources.

Discussion: The Beach and Coast Accessibility Program grant award provides an opportunity to implement two accessibility improvements that expand access to Capitola's coastal recreational resources. The improvements include a beach access mat system at Capitola Beach and accessibility equipment on the Capitola Wharf. Both are intended to improve access for individuals with mobility limitations and enhance the overall visitor experience (Attachment 3).

Upon execution of the grant agreements, staff will begin procurement of the accessibility improvements. Based on current vendor information, staff anticipates equipment lead times of approximately 8 to 12 weeks and expects both improvements to be operational by late summer or early fall 2026.

Beach Accessibility Improvements: The beach access mat system will provide an accessible route across the sand, improving access for individuals using wheelchairs, walkers, strollers, and other mobility devices.

The City currently utilizes a temporary plywood pathway to improve beach access during portions of the summer season. While functional, the existing system requires significant annual installation effort and provides a less durable and less user-friendly surface. The proposed beach access mat system is specifically designed for beach environments and has been successfully implemented in coastal communities throughout California and the United States.

Staff anticipates an annual installation of the proposed mat system in generally the same location as the City's existing seasonal beach access route, continuing enhanced access to the beach on a seasonal basis. In addition to replacing the current plywood pathway, the new system will provide a more durable and accessible solution and offer flexibility for future expansion of accessible beach access opportunities as community needs evolve.

Capitola Beach is one of the City's most heavily used recreational resources. Improving access supports the City's goal of ensuring that residents and visitors of all abilities can enjoy the beach and participate in coastal recreation opportunities.

Wharf Accessibility Improvements: The grant also provides funding for accessibility improvements on the Capitola Wharf.

This accessibility feature was originally included as part of the Wharf Rehabilitation Project but was ultimately removed from the project scope due to funding limitations. The grant award provides an opportunity to complete the improvement in generally the same location previously identified during

project development. The mobility improvements proposed would be in place consistently through the year, not seasonally.

Similar accessibility equipment has been successfully piloted at other public coastal facilities and has demonstrated positive results in improving access for visitors with mobility limitations.

The Capitola Wharf serves as a regional destination for fishing, sightseeing, and coastal recreation. Improving accessibility on the Wharf expands opportunities for visitors of all abilities to access and enjoy the facility. The City has also received public feedback requesting enhanced accessibility improvements on the Wharf, and this project directly responds to those requests.

Fiscal Impact: The City has been awarded a total of $43,362.63 in grant funding through the Beach and Coast Accessibility Program. The grant funding includes $29,362.63 for beach accessibility improvements and $14,000 for wharf accessibility improvements.

Staff recommends amending the FY 2026-27 Budget to appropriate the grant revenues and corresponding project expenditures. The grant funds are expected to fully fund equipment purchases associated with these improvements, and do not require a local funding match.

Any future maintenance, replacement parts, storage, or operational costs associated with the improvements will be incorporated into future operating budgets as necessary.

Attachments:

1. Budget Amendment Resolution
2. Grant Award Letters
3. Access Mat Locations and Product Information

Alignment with 2025-2029 Strategic Plan Priority: Healthy Families, Community, and Environment; Sustainable Infrastructure

Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk; Jim Malberg, Administrative Services Director; Chloé Woodmansee, Assistant to the City Manager

Approved By: Jessica Kahn, Acting City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AMENDING THE 2026-27 FISCAL YEAR CITY BUDGET

WHEREAS, it is necessary to adopt the 2026-27 Fiscal Year Budget for all City funds; and

WHEREAS, the City Council conducted budget study sessions, heard and considered public comments, had modified and proposed a budget accordingly, and on June 11, 2026, adopted such budget for the Fiscal Year July 1, 2026, through June 30, 2027; and

WHEREAS, since the adoption of the FY 2026-27 Budget the City has been awarded grant funding through the Beach and Coast Accessibility Program administered by Orange County Coastkeeper and funded by the State Coastal Conservancy; and

WHEREAS, it is necessary to amend the FY 2026-27 Budget to receive and appropriate $43,262.63 of grant funding beach and wharf accessibility improvements; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2026-27 Fiscal Year Budget is hereby amended, including Exhibit A (Budget Amendment) to this Resolution; and

BE IT FURTHER RESOLVED that the Administrative Services Director is directed to enter the budget into the City's accounting records in accordance with appropriate accounting practices, and the City Manager, with the Administrative Services Director's assistance, shall assure compliance therewith.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 23rd day of July 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Margaux Morgan, Mayor

ATTEST:

_____
Julia Gautho, City Clerk

Budget Adjustment Request

Date
07/08/2026

Requesting Department *
Public Works

Type of Adjustment
- ○ Administrative
- ◉ Council

Item #

Council Date
July 23, 2026

Council Approval

Revenues

Account Number	Account Description	Increase/Decrease
1000-30-30-000-3320.200	State Grants	$43,362.63

Total Revenues
$43,362.63

Expenditures

Account Number	Account Description	Increase/Decrease
1000-30-30-000-4450.500	Supplies - General	$43,362.63

Total Expenditures
$43,362.63

Net Impact
$0.00

Purpose
To receive and appropriate grant funding for beach and wharf accessibility improvements.

Department Head Approval
Jessica Kahn

Finance Director Approval

Jim Malberg

City Manager Approval

Jim Malberg

3151 Airway Ave, Suite F-110 Costa Mesa, CA 92626 / 714-850-1965 / www.coastkeeper.org

October 21st, 2025

City of Capitola
Kailash Mozumder
420 Capitola Avenue, Capitola CA 95010

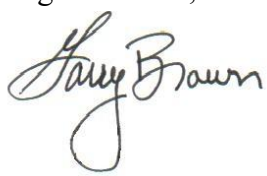
Dear Kailash,

On behalf of Orange County Coastkeeper, in partnership with the California State Coastal Conservancy, I am pleased to inform you that the City of Capitola's grant request for beach access equipment has been approved for funding. Through the Beach and Coast Accessibility Program, a grant of $14,000.00 will be forthcoming to support your efforts to improve access to California's most precious places!

I look forward to working with you to finalize the details of this grant, including sharing the good news on social media! Prior to receiving your funding, please look for an email in the coming weeks containing a contract to review, sign, and return.

Congratulations, and thank you again for your dedication to enhancing accessibility along California's coast and waters! I look forward to seeing the positive impact your work will have on our community. If you have any further questions about this contribution, please feel free to contact Genesee Ouyang (BCAP@coastkeeper.org).

Congratulations,



Garry Brown, Founder and Executive Director of Orange County Coastkeeper
[on behalf of Orange County Coastkeeper and the California State Coastal Conservancy]

3151 Airway Ave, Suite F-110 Costa Mesa, CA 92626 / 714-850-1965 / www.coastkeeper.org

May 6th, 2026

City of Capitola
Kailash Mozumder
420 Capitola Avenue, Capitola CA 95010

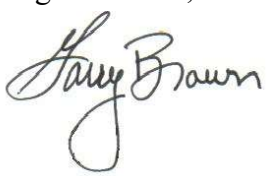
Dear Kailash,

On behalf of Orange County Coastkeeper, in partnership with the California State Coastal Conservancy, I am pleased to inform you that **the City of Capitola's** grant request for beach access equipment has been approved for funding. Through the Beach and Coast Accessibility Program, a grant of **$29,362.63** will be forthcoming to support your efforts to improve access to California's most precious places!

I look forward to working with you to finalize the details of this grant, including sharing the good news on social media! Prior to receiving your funding, please look for an email in the coming weeks containing a contract to review, sign, and return.

Congratulations, and thank you again for your dedication to enhancing accessibility along California's coast and waters! I look forward to seeing the positive impact your work will have on our community. If you have any further questions about this contribution, please feel free to contact Genesee Ouyang (BCAP@coastkeeper.org).

Congratulations,

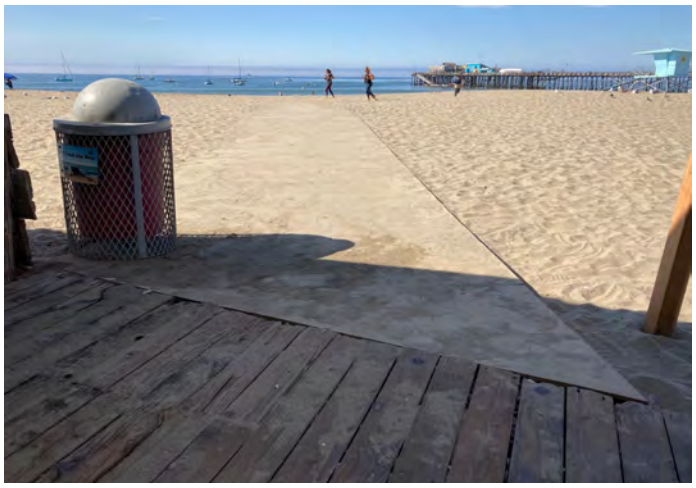


Garry Brown, Founder and Executive Director of Orange County Coastkeeper
[on behalf of Orange County Coastkeeper and the California State Coastal Conservancy]



1 AccessMat Connecting Angle (5' x 45°) Brown
2 AccessMat (5' x 33') Brown
2 AccessMat (5' x 12.5') Brown
1 AccessMat Connecting Square (5' x 5') Brown

Existing Beach Access

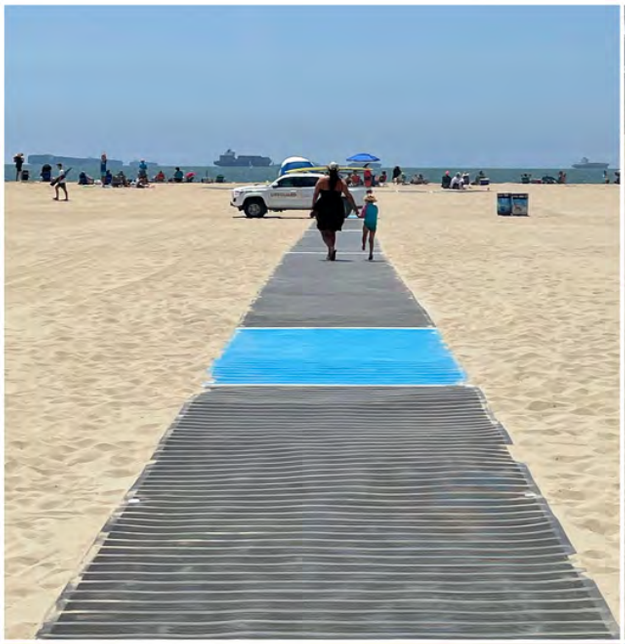




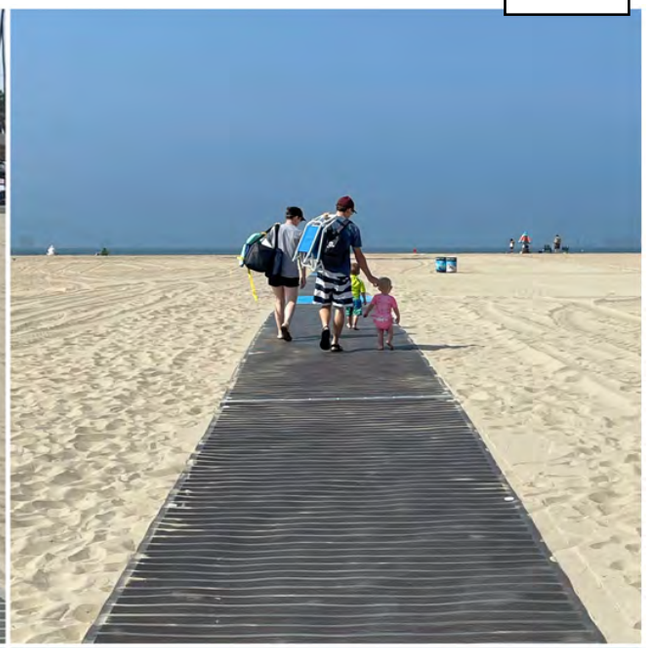






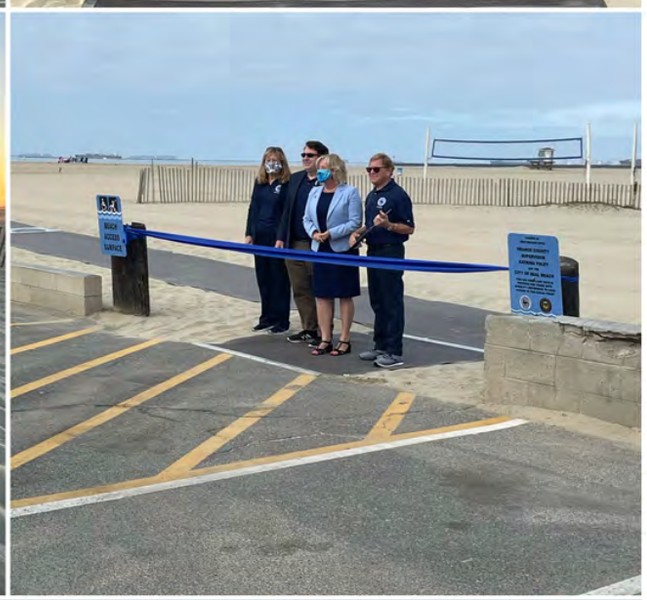


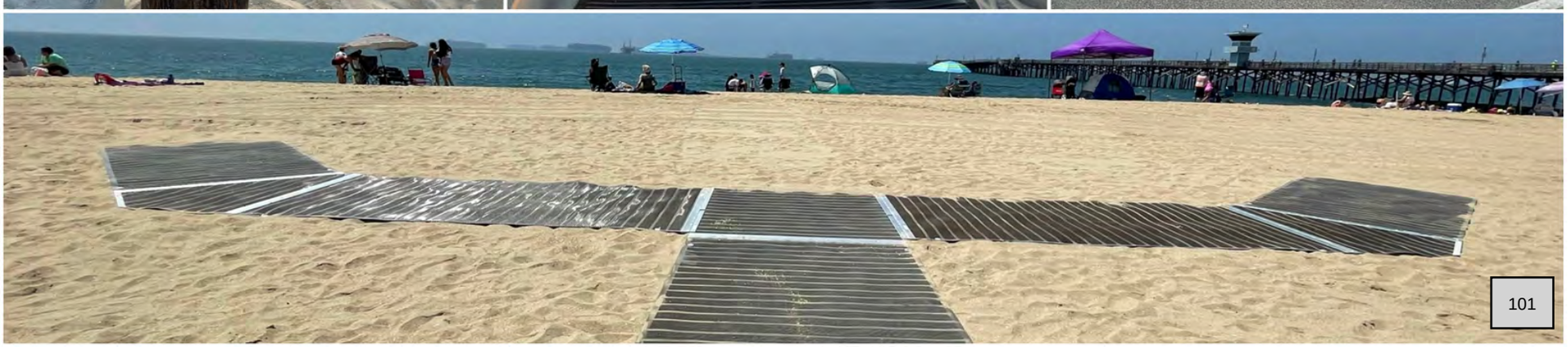


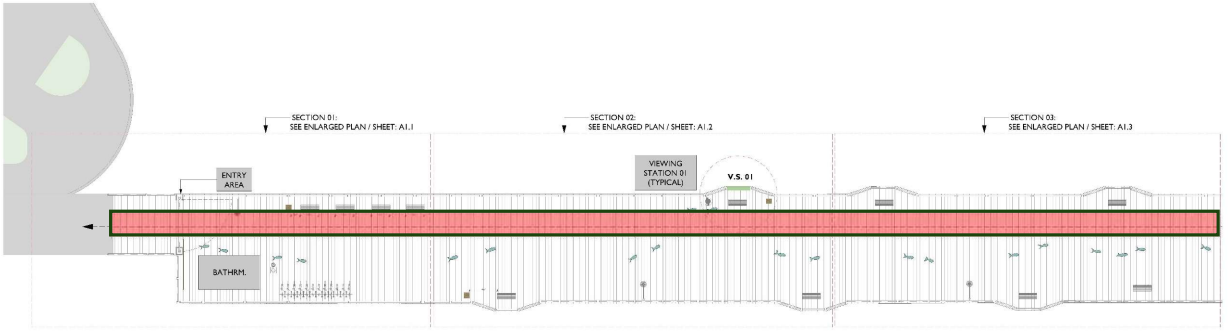



BEACH
ACCESS
SURFACE





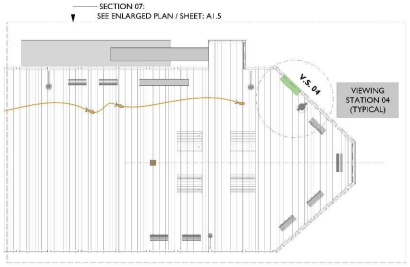




OVERALL WHARF SITE MAP / SECTION #01 THROUGH #03



OVERALL WHARF SITE MAP - SECTION: #04 THROUGH #06



OVERALL WHARF SITE MAP - SECTION: #07

KEYNOTES

SITE PLAN

- <E> ASPHALT
- <E> WATER
- <E> ROOFING @ BATHROOM

KEY NOTES

Location of Access Mats

4/29/2024 3:23 PM

CAPITOLA WHARF

1400 Wharf Rd -Capitola CA, 95010

fuse architects + builders
512 Capitola Ave + Capitola + California + 95010
fusearchitecture.com 831.479.9295

Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature

Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
WHARF SITE PLAN - OVERALL

Scale
As Indicated

A1.0

© FUSE ARCHITECTS + BUILDERS 2021

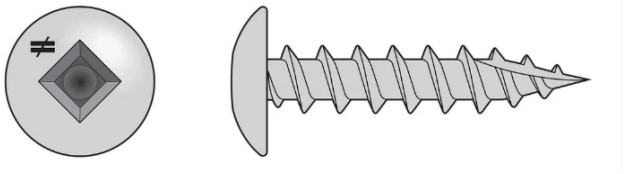
Email: sales@AccessRec.com
Ph: +1-973-955-0514 / Fax: +1-201-624-7007
67 Sand Park Rd. Suite A
Cedar Grove, NJ 07009 - USA

Screws & washers

Placed through AccessMat® edges every 10 to 20 inches

#8 Stainless Steel Truss head wood screws 1 1/2" length with Stainless Steel Fender Washers Size #8 x 3/4" OD washer:

- Square drive
- Type-17 point
- Coarse thread
- Oversized head
- #2 square drive

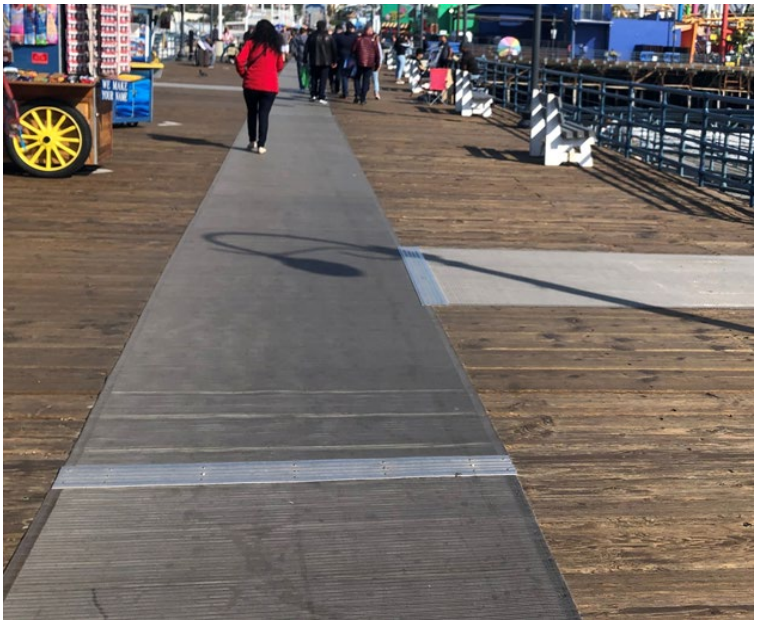


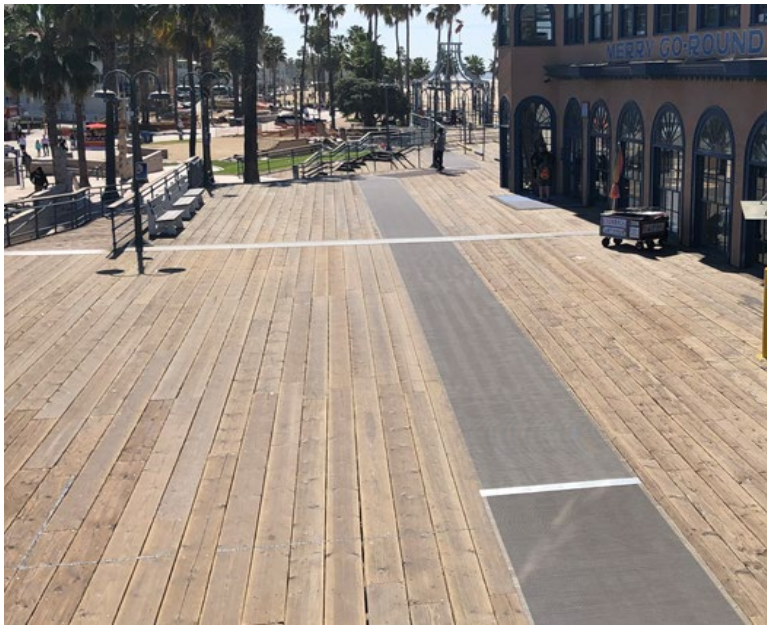






Email: sales@AccessRec.com
Ph: +1-973-955-0514 / Fax: +1-201-624-7007
67 Sand Park Rd. Suite A
Cedar Grove, NJ 07009 - USA







Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Community Services & Recreation Department

Subject: SUESD ELO-P Services Agreement

Recommended Action: Authorize the City Manager to execute a services and facility agreement between the City of Capitola and the Soquel Union Elementary School District (SUESD) for Expanded Learning Opportunities Program services and the use of the Opal Cliffs facility for the period of July 1, 2026 through June 30, 2028, with compensation to the City in the amount of $66,000.

Background: Since 2020, the City of Capitola and the Soquel Union Elementary School District (SUESD) have partnered to provide expanded learning opportunities for students. Initially developed in response to the COVID-19 pandemic, the City's Afterschool Rec Club has evolved into a comprehensive afterschool enrichment program serving elementary and middle school students through academic support, recreation, and social-emotional learning.

In addition to the Afterschool Rec Club, the City and SUESD partner to offer the Equity Swim Program, which provides swim instruction and water safety education to elementary school students. As a coastal community, ensuring children have access to swim lessons and water safety instruction supports both public safety and equitable access to recreational opportunities.

The California Expanded Learning Opportunities Program (ELO-P) provides funding to school districts to offer after-school, summer, and intersession programs that support students' academic, social, emotional, and physical development. Under the proposed agreement, SUESD would contract with the City to provide eligible ELO-P services on behalf of the District and provide for the City's use of the Opal Cliff Facility (excluding the portion under contract by Campus Kids Connection) for year-round youth programs.

Discussion: The City currently provides Afterschool Rec Club to elementary students attending Soquel Elementary, Main Street Elementary, and New Brighton Middle School, and offers School Break and Summer Camps to the public. The proposed agreement establishes the City as SUESD's provider of New Brighton Middle School's ELO-P services for the 2026-27 and 2027-28 school years.

The agreement includes three primary program components: (1) ELO-P services for sixth-grade SUESD students; (2) the Equity Swim Program (which has previously been an ELO-P funded program); and (3) the City's continued use of the Opal Cliffs facility classrooms. The City will continue to provide year-round youth programs to the public at the Council-established fees. SUESD will reimburse the City for any enrolled ELO-P middle school students at this established rate. The agreement also provides the option for one-year renewals, upon mutual agreement of the parties, for a maximum contract term of five years.

SUESD provided the use of the Opal Cliffs facility to the Community Services & Recreation Department (CS&R) during the Capitola Community Center Remodel. Now that the CS&R offices and programs have returned to the Capitola Community Center, there is no planned use for the facility. Since the development of the Afterschool Rec Club, the program has been held at New Brighton Middle School, using open classrooms on campus.

The proposed agreement would allow youth programs to relocate to the Opal Cliffs facility, which has programmatic advantages due to its proximity to Jade Street Park facilities and CS&R staff. For the use of the Opal Cliffs facility, the City will provide SUESD with a payment of $500 per month for utilities. Responsibilities for facility maintenance and capital improvements are divided between the District and the City, and are included within the proposed agreement to clearly outline each party's obligations.

The Equity Swim Program will continue providing swimming instruction and water safety education to eligible kindergarten through third-grade students from SUESD elementary schools at the Soquel High School pool. The City will remain responsible for program administration, staffing, transportation, aquatic safety, and securing the necessary pool use agreements. SUESD will remain responsible for facilitating ELO-P student enrollment in the program and providing a contribution of $16,000 for the funding of the program.

Fiscal Impact: For the 2026-27 school year, SUESD will compensate the City in an amount not to exceed $66,000, consisting of $50,000 for the ELO-P middle school student programming and $16,000 for the Equity Swim Program. Compensation for the 2027-28 school year will be reasonably adjusted for inflation and established by amendment prior to July 1, 2027. Funding is contingent upon SUESD's receipt of State Expanded Learning Opportunities Program (ELO-P) funding. The City will also be responsible for a monthly utility payment of $500 for use of the Opal Cliff Facility, as provided in the agreement.

Attachments:

1. SUESD ELO-P Services Agreement with City of Capitola

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government; Economic Opportunity; Healthy Families, Community, and Environment; Sustainable Infrastructure

Report Prepared By: Nikki Bryant, Community Services & Recreation Director

Reviewed By: Julia Gautho, City Clerk; Marc Tran, City Attorney

Approved By: Jessica Kahn, Acting City Manager

INDEPENDENT CONTRACTOR AGREEMENT
Between
SOQUEL UNION ELEMENTARY SCHOOL DISTRICT
And
CITY OF CAPITOLA
For
ELO-P SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made July 1, 2026 ("Effective Date"), by and between the SOQUEL UNION ELEMENTARY SCHOOL DISTRICT, a California public school district ("District"), and CITY OF CAPITOLA, a political subdivision of the state of California ("City"), herein referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the California Department of Education ("CDE") apportions state Expanded Learning Opportunities Program ("ELO-P") funding to local education agencies, including the District, to provide after-school and summer school/intersession learning programs for students in grades TK through 6 that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences;

WHEREAS, District desires a contractor to operate and provide an ELO-P pursuant to Education Code section 46120 to District's eligible students;

WHEREAS, City desires to operate an ELO-P known as Afterschool Rec Club, which provides activities in sports, technology, art and performance that focus on participant's interests with the opportunity for leadership and decision making to enhance life, college and career readiness ("Afterschool Program") during the regular school year, and a similar program during intersession breaks ("School Break Camps"), in certain facilities at District's site known as Opal Cliffs, located at 4510 Jade Street in Capitola ("Opal Cliffs Property"), solely for District's students in 6th grade, and potentially students in 7th and 8th grade if space allows;

WHEREAS, the Parties further have jointly collaborated on delivering a program known as Equity Swim where District students in grades K through 3rd are taught fundamental swimming mechanics and water safety ("Equity Swim Program");

WHEREAS, the Parties desire to continue the Equity Swim Program as a part of District's ELO-P to support District students' physical development, wellness, safety, and engagement, with the Equity Swim Program held at the swimming pool at Soquel High School, owned and operated by the Santa Cruz City Schools, and located at 401 Soquel San Jose Road in Soquel ("Soquel High School"); and

WHEREAS, the Parties now desire to enter into this Agreement for City's operation of the Afterschool Program and School Break and Summer Camps at the Opal Cliffs Property, and Equity Swim Program at the Soquel High School, as a part of District's ELO-P ("Services"), and to set forth the terms and conditions governing City's provision of the Services for the 2026-27 and 2027-28 school years.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Services. City shall provide the Services as further described in Exhibit "A", attached hereto and made part of this Agreement. City shall perform, deliver, and complete the Services to the satisfaction of the District, in compliance with all specifications, terms and conditions of this Agreement. City shall comply with all ELO-P administrative, programmatic, and fiscal requirements

issued by the CDE and effective during the Term and any Renewed Term of this Agreement, including without limitation, those set forth in Exhibit "A". Use of the Opal Cliffs Property and District-owned facilities by City to deliver the Services shall be subject to the terms and conditions set forth in the attached Exhibit "B".

2. Term. The term of this Agreement shall commence on July 1, 2026, and end on June 30, 2028, if not sooner terminated pursuant to the terms of this Agreement ("Term").

3. Renewal. This Agreement may be renewed for additional one (1) year terms (each a "Renewed Term") upon the mutual written agreement of the Parties, which written agreement shall include the compensation applicable to each Renewed Term, but in no event shall this Agreement's Term and Renewed Terms collectively exceed a total of five (5) years. If either Party wishes to renew this Agreement, it shall notify the other Party in writing at least ninety (90) days before the expiration of the Term or then-current Renewed Term.

4. Compensation. The total compensation paid by District to City for the 2026-27 school year shall not exceed the amount of Sixty-Six Thousand and 00/100 Dollars ($66,000.00) for the Services, which represents Fifty Thousand and 00/100 Dollars ($50,000.00) for qualifying students attending the Afterschool Program and School Break and Summer Camps, and Sixteen Thousand and 00/100 Dollars ($16,000.00) for qualifying students attending the Equity Swim Program, in accordance with the fee schedule attached as Exhibit "C", and inclusive of any costs or expenses paid or incurred by City in performing the Services under this Agreement. Compensation by District to City for the 2027-28 school year, including the not-to-exceed total amount and fee schedule, shall be agreed to by the Parties and memorialized by written amendment no later than July 1, 2027. Compensation to City will consist solely of state ELO-P funding allocated to the District for the Term ("State Funding"), and in no event shall compensation to City exceed the amount of State Funding allocated to District for the Term, or any Renewed Term, less any other amounts of State Funding that District may reserve or expend for its ELO-P within the District's sole discretion. City's expenditure of State Funding shall be in accordance with all ELO-P funding and programmatic requirements, as set forth in Education Code and any and all applicable CDE regulations and guidance.

A. City understands and acknowledges that State Funding, including its availability and its amount, is contingent on allocations from the state, and State Funding to City shall be made subject to the availability and appropriation of State Funding to District. The amount of State Funding and the basis of compensation may be subject to change for the Term or any Renewed Term as determined by the District, in accordance with applicable ELO-P requirements, and to account for any allowable costs for the ELO-P that are paid for or provided by District.

B. City shall submit a monthly, itemized invoice for Services completed, or the portion of the Services for which payment is to be made, in arrears, to District's Accounts Payable Department, no later than the fifth (5th) calendar day of the month following the month during which Services were rendered. Incomplete or disputed invoices shall be returned to City unpaid and for correction. Payment shall be made for all undisputed amounts based upon the delivery of the Services as determined by District, by the twentieth (20th) day of the month in which City submits a detailed invoice to the District's Accounts Payable Department for Services actually performed in compliance with this Agreement, and contingent upon accurate attendance reporting and supporting documentation that may be requested by District.

C. City, on a monthly basis, shall provide District with the following reports with the monthly invoice of Services rendered:

i) Daily enrollment for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student;

ii) Actual daily attendance for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student;

iii) Daily sign-in and sign-out sheets for the month;

iv) Transportation logs, including which students were provided with transportation to the off-site ELO-P locations.

v) Documentation for any student arriving to the program late;

vi) Number and description of snacks and meals served;

vii) Any uniform complaints received; and

viii) Licensing reports.

5. Termination.

A. Termination for Convenience.

i) District shall have the right to terminate this Agreement, without liability on the part of District, by giving City written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.

ii) City shall have the right to terminate this Agreement, without liability on the part of City except as otherwise provided herein, by giving District written notification at least one-hundred-twenty (120) days prior to the effective date of the termination. During such notice period, City shall continue to perform the Services in accordance with this Agreement and shall cooperate with District in transitioning the Services to a replacement provider as requested by District, including providing all records, documentation, and information necessary for a smooth transition.

iii) Neither Party shall be required to provide just cause for termination for convenience in the written notification.

B. Termination for Cause. This Agreement may be immediately terminated for cause, following the expiration of any applicable cure period for cause, except as otherwise provided in subsection (iv) below. Cause shall include, without limitation, the following, and the Parties shall have the cure periods provided below:

i) A default or material violation of this Agreement by either Party if such violation shall continue for thirty (30) days after written notice is given by either Party to the other Party of such violation; or

ii) If, in the reasonable judgment of District, City's acts or omissions: (a) interfere with the educational programs or activities of the District or any school or class conducted at the Opal Cliffs Property or in any building; (b) represent an immediate threat to the health, welfare or safety of District's students, staff,

or the public; (c) violate applicable laws, codes, rules, regulations, or ordinances; (d) subject or expose District and/or its Board of Trustees ("Board") to liability to others for personal injury or property damage; or (e) unduly disrupt the residents in the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole option, City cures such default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or

iii) City is adjudged bankrupt, City makes a general assignment for the benefit of creditors, or a receiver is appointed on account of City's insolvency; or

iv) If State Funding for any reason is reduced, stopped or eliminated, District will provide written notice of termination to City, or written notice of a reduction in scope of Services provided under this Agreement, and City shall cease providing the Services, or reduce the scope of Services provided, as applicable, upon either: (a) the effective date of the notice or (b) the date indicated by District in the notice, within District's discretion, and District will compensate City for Services rendered up to the date therein indicated.

C. Effect of Termination. In the event of termination of this Agreement, City shall stop providing the Services as of the effective date of termination and begin to cooperate with District in diligently fulfilling any District or CDE requirements in closing out the Services, including but not limited to, reconciliation of any outstanding administrative, programmatic and fiscal matters and the return of any equipment or supplies purchased with State Funding to District. District shall compensate City for Services satisfactorily rendered through the effective date of termination, subject to the terms and conditions of this Agreement. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District in the event of termination.

6. Equipment and Materials. City shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, and any other items necessary for the Services to be provided in a manner which is consistent with generally accepted standards of the profession for similar services except for any facilities, furnishings, equipment, or other resources that the District may agree to provide. City shall be responsible for the use of equipment under its possession or control by its employees, agents, volunteers, contractors, and subcontractors. District shall not be liable for injury, loss, or damage arising from City's negligent use or misuse of such equipment. However, nothing in this Agreement shall relieve District of responsibility for injury, loss, or damage caused by the District's own negligence, willful misconduct, or failure to properly maintain equipment owned, furnished, rented, or loaned by the District.

7. Independent Contractor. City, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, including compliance with all ELO-P requirements, District being interested only in the results obtained. City understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. City shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to City's employees.

8. Program, Staffing and Background Verification.

A. City represents that City has the qualifications, knowledge, and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. City is solely responsible for being informed of and updated on all ELO-P requirements, providing the Services in compliance with all ELO-P requirements and District Board policies, and maintaining safety when delivering the Services pursuant to this Agreement.

B. City represents that it is duly authorized to provide the Services, and at District request, City shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. City shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable state, local or other regulatory agencies related to the provision of Services.

C. City shall be solely responsible for the hiring of all employees. City shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its employees, staff, agents, volunteers, consultants, and/or subcontractors who may provide the Services in conjunction with City's operation and administration of the ELO-P activities.

D. Prior to commencement of Services, City shall complete the Criminal Background Investigation/Fingerprinting Verification Certification attached hereto as Exhibit "D" and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. City shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in providing the Services. City shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the Opal Cliffs Property or provide the Services for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

9. District's Evaluation of City. The District may evaluate the City in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation, announced and unannounced observance of City's Services.

10. Tuberculosis Risk Assessment/Testing and Immunizations. City agrees to have its employees and employees of its subcontractors submit to a Pre-K and K-12 Tuberculosis Risk Assessment Questionnaire and Certificate of Completion Form from the California Department of Public Health. A licensed health care provider, including registered nurses, must administer the assessment within 60 days of hire. If tuberculosis risk factors are identified, a TB test is required. City shall also comply with the licensing requirements of California Health & Safety Code Section 1596.7995 by requiring that all of City's employees and employees of its subcontractors be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. City shall maintain written documentation that all employees have satisfied this requirement and shall make such records available, upon request of the District. City further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization requirements and admittance of children in public school, child care, and/or preschool programs, as applicable, including California Health & Safety Code section 120325, *et seq.*

11. Hold Harmless/Indemnification. To the furthest extent permitted by California law, City shall, at its sole expense, defend, indemnify, and hold harmless the District, its Board and members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the

"District Indemnified Parties") from and against claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the City, its officers, employees, agents, volunteers, contractors, or subcontractors in the performance of this Agreement or operation of City's programs or breach of this Agreement by City. City's obligations under this section shall not apply to the extent any claim, loss, damage, liability, cost, or expense is caused by the negligence, active negligence, sole negligence, comparative fault, willful misconduct, or unlawful acts or omissions of the District or any District Indemnified Party, or by defects in, dangerous conditions of, or failure to maintain the Opal Cliffs Property or District-owned equipment or facilities. Each party shall be responsible for the consequences of its own negligent or wrongful acts and omissions and those of its officers, employees, agents, contractors, and volunteers. Where liability arises from the concurrent negligence or fault of both City and District, City's indemnification obligations shall be allocated in proportion to its respective degree of fault. The City shall have the right to control the defense of any claim subject to indemnification under this section through counsel reasonably acceptable to the District. The District may participate in the defense with counsel of its own choosing at its own expense. City shall not settle any claim affecting the District's rights or obligations without the District's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

12. Insurance.

A. City is a public entity duly organized and existing under the laws of the State of California and maintains a program of self-insurance and/or participates in one or more public entity risk-sharing pools for the liabilities arising out of its operations. City does not maintain commercial general liability insurance except as it may determine appropriate in its sole discretion. City maintains funding and risk-financing mechanisms for liabilities arising from its operations, including claims arising out of its youth programs. City's self-insurance and/or participation in a public entity risk pool shall satisfy any requirement to maintain liability insurance, including any requirement for sexual abuse, molestation, or sexual misconduct liability coverage, to the extent such risks are covered through City's self-insurance program or risk pool.

B. The parties acknowledge and agree that City's self-insurance program, risk financing mechanisms, reserve funds, and participation in public entity risk pools satisfy any insurance requirements applicable to City under this Agreement.

C. Upon request, City shall provide District with a letter or certificate of self-insurance, evidence of participation in a joint powers authority (JPA) risk pool, or other documentation reasonably evidencing City's self-insured status and ability to satisfy its liabilities under this Agreement.

13. Cooperation with Other Occupants of the Opal Cliffs Property. It is understood and recognized by City that the Opal Cliffs Property will be used by other parties, including District, and City shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of common areas, security measures, etc.

14. Non-Discrimination. City and its employees shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. City shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. City covenants to meet all requirements of District pertaining to non-discrimination in employment. If City is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in

the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

15. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by electronic mail transmission or overnight delivery service addressed as follows:

SOQUEL UNION ELEMENTARY SCHOOL DISTRICT ATTN: Superintendent 620 Monterey Avenue Capitola, CA 95010 Email: sturnbull@suesd.org	CITY OF CAPITOLA ATTN: Director Community Services and Recreation 4400 Jade St Capitola, CA 95010 Email: Nbryant@cityofcapitola.gov

Any notice personally given or sent by electronic mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

16. Assignment. City shall not assign its rights, duties or privileges under this Agreement, without the written consent of District. Any such attempt without District written consent shall be void.

17. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties with respect to City's provision of the ELO-P Services and supersedes all prior discussions, negotiations, and agreements, whether oral or written, with respect to the same. This Agreement may be amended or modified only by a written instrument mutually executed by the Parties and approved by the District's Board.

18. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Santa Cruz, California.

19. Attorneys' Fees. In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then each Party shall be responsible for its own attorneys' fees.

20. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

21. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. Interpretation. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

23. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

25. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as may be expressly provided herein.

26. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

27. Authority. Each person signing this Agreement represents and warrants that he/she/they is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURE PAGE AND EXHIBITS FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026	Dated: _____, 2026
SOQUEL UNION ELEMENTARY SCHOOL DISTRICT, a California public school district	**CITY OF CAPITOLA**, a political subdivision of the state of California
By: _____ Scott Turnbull, Superintendent	By: _____ Jamie Goldstein, City Manager

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Information regarding City:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires City to furnish the information requested in this section.

[EXHIBITS FOLLOW.]

EXHIBIT "A"

EXPANDED LEARNING SERVICES

City shall operate the District's ELO-P in conformance with the specifications set forth as follows in this Exhibit "A", applicable state law, including without limitation Education Code section 46120 and CDE guidance.

1. City shall provide the Services to qualifying students, as identified by District, as follows:

   a. Afterschool Program: City shall operate and administer the Afterschool Program, including coordinating the enrollment and registration of students, at the Opal Cliffs Property for those eligible District students identified by District and enrolled in the 6th grade at New Brighton Middle School. Pending space availability, the Afterschool Program may be expanded to include eligible 7th and 8th grade students, identified by the District, who are enrolled in New Brighton Middle School. City will be compensated by District for the Services delivered to eligible students, identified by District, in accordance with Exhibit "C".

   Use of the Opal Cliffs Property is subject to the terms and conditions in Exhibit "B," and City shall provide the program in the facilities designated in Exhibit "B.1." The Afterschool Program shall be provided for a minimum of three (3) hours per school day, Monday through Friday, commencing at the end of the school day, during the regular school year. The Afterschool Program includes time for students to have a snack and outdoor recess.

   The City shall provide daily transportation for the eligible students, as identified by District, from New Brighton Middle School to the Opal Cliffs Property for the Afterschool Program. District has designated the Opal Cliffs Property as the pick-up site for students, and City shall inform all parents/legal guardians of students enrolled in the Afterschool Program of the student pick-up location at the Opal Cliffs Property.

   b. Intersession School Break & Summer Camps: City shall operate and administer a program with activities similar to the Afterschool Program, including coordinating the enrollment and registration of students, at the Opal Cliffs Property during intersession and summer breaks for those eligible District students identified by District and enrolled in the 6th grade at New Brighton Middle School. Pending space availability, the School Break and Summer Camps may be expanded to include eligible 7th and 8th grade students, identified by the District, who are enrolled in New Brighton Middle School. City will be compensated by District for the Services delivered to eligible students, identified by District, in accordance with Exhibit "C".

   Use of the Opal Cliffs Property is subject to the terms and conditions in Exhibit "B," and City shall provide the program in the facilities designated in Exhibit "B.1." School Break and Summer Camps shall be provided for a minimum of nine (9) hours per day during intersession and summer breaks that occur during the 2026-27 school year, on the dates indicated below, with the dates for Camp Capitola to be held during summer break to be mutually agreed upon by the Parties in writing. District and City will cooperate to finalize the School Break Camps intersession schedule for the regular 2027-28 school year based on the school's schedule.

October Break	October 12 - 13, 2026	2 days
Thanksgiving Break	November 23 – 25, 2026	3 days
Winter Break 1	December 21 – 23, 2026	3 days
Winter Break 2	December 28 – 31, 2026	4 days
Winter Break 3	January 4 – 5, 2027	2 days
Spring Break	April 5 – 9 & 12, 2027	6 days
Camp Capitola	Summer Months	2-week session / 10 days
	Total	30 days

The City shall provide daily transportation for the eligible students, as identified by District, from New Brighton Middle School to the Opal Cliffs Property for the School Break and Summer Camps. District has designated the Opal Cliffs Property as the pick-up site for students following the conclusion of the program, and City shall inform all parents/legal guardians of students enrolled in the School Break Camps of the student pick-up location at the Opal Cliffs Property.

c. Equity Swim Program: City shall operate and administer the Equity Swim Program, including coordinating the enrollment and registration of students, at the Soquel High School from August through May for District's eligible K through 3rd grade students, as identified by District, enrolled at Soquel, Main Street, and Santa Cruz Gardens Elementary Schools. City will be compensated by District for the Services delivered to eligible students, identified by District, in accordance with Exhibit "C".

The Equity Swim Program shall be provided for a minimum of three (3) hours on Tuesdays, Thursdays and Sundays, commencing at the end of the school day on Tuesdays and Thursdays. Notwithstanding the student to staff ratio contained in this Exhibit "A", for the Equity Swim Program, City must maintain a staff to pupil ratio of no greater than 1:5 for all grade levels, with at least one certified lifeguard on duty at all times during swimming activities

The City shall provide daily transportation for the eligible students, as identified by District, from their school site to Soquel High School for the Equity Swim Program. District has designated the Soquel High School as the pick-up site for students, and City shall inform all parents/legal guardians of students enrolled in the Equity Swim Program of the student pick-up location at the Soquel High School.

The City shall be responsible for securing and maintaining all necessary agreements or use permits with the Santa Cruz City Schools for City's use of the swimming pool at Soquel High School for the Equity Swim Program. The City shall ensure that any agreement with Santa Cruz City Schools does not impose operational, indemnity, insurance, payment, supervision, or facility-use obligations on the District without the District's prior written consent.

The City shall be solely responsible for the planning, administration, staffing, supervision, transportation, instruction, operation, and management of the Equity Swim Program, including all activities occurring at or in connection with the swimming pool located at Soquel High School. The District shall not be deemed to operate, control, supervise, staff, inspect, manage, or direct the Equity Swim Program or the swimming pool facility by virtue of allowing District students to participate, communicating Program information to families, receiving Program records, or coordinating with the City regarding student participation.

The City shall be solely responsible for all aquatic safety measures for the Equity Swim Program, including, without limitation, swim testing, participant classification by swimming ability, supervision of participants in and around the pool, lifeguard coverage, instructor qualifications, rescue readiness, emergency response, enforcement of pool rules, participant head counts, buddy checks, monitoring of non-swimmers and weak swimmers, and exclusion or restriction of any participant whose swimming ability, medical condition, behavior, or other circumstances create an unreasonable safety risk.

The City shall ensure that all persons providing aquatic instruction, swimming instruction, water safety instruction, water-contact activities, lifeguard services, or participant supervision in connection with the Equity Swim Program possess all certifications, qualifications, training, and clearances required by applicable federal, state, and local law, including, without limitation, current lifeguard training, first aid, and CPR certifications

required under California Health and Safety Code section 116033 and related public-pool safety requirements.

Lifeguards assigned to the Equity Swim Program shall have no duties during pool use other than supervising the safety of participants in water-contact activities, performing rescue functions, enforcing pool-safety rules, and responding to emergencies.

Before each Equity Swim session, the City shall determine and document appropriate lifeguard, instructor, and adult-supervisor staffing levels based on the number of participants, participants' ages, swimming abilities, medical or disability-related needs, pool configuration, activities offered, and applicable law, standards, and guidance. In no event shall the City conduct any Equity Swim session unless the City has sufficient certified lifeguards and trained adult supervisors on site to provide continuous supervision of all participants in and around the pool.

The City shall provide additional staffing, restrictions, flotation devices, or individualized supervision for non-swimmers, weak swimmers, participants with disclosed medical or disability-related needs, or participants whose behavior presents safety concerns.

The City shall maintain and implement a written emergency action plan for the Equity Swim Program addressing, at minimum, drowning, near-drowning, missing participant, medical emergency, seizure, cardiac or respiratory distress, severe weather, evacuation, lockdown or security event, and reunification with parents/guardians. The emergency action plan shall identify responsible personnel, emergency communication procedures, rescue procedures, first aid/CPR/AED procedures, 911 activation protocols, parent/guardian notification procedures, and incident-reporting requirements.

The City shall train all Program staff on the emergency action plan before the first Equity Swim session and at reasonable intervals thereafter. The City shall provide the District with a copy of the emergency action plan upon request.

The City shall ensure that all legally required and reasonably necessary safety, rescue, first-aid, and emergency equipment is present, accessible, operational, and appropriately located during each Equity Swim session, including, without limitation, rescue tubes, reaching poles, ring buoys or equivalent rescue devices, first-aid supplies, emergency communication equipment, and access to an automated external defibrillator where required or reasonably appropriate. The City shall confirm before each session that such equipment is available and functional.

2. Transportation. When transporting District students from their respective school sites to Opal Cliffs Property or Soquel High School, City shall use vehicles and drivers that comply with all applicable federal, state, and local transportation safety laws and regulations, including but not limited to California Vehicle Code and Education Code requirements for the transportation of pupils. City shall ensure all drivers are properly licensed, have completed background checks in accordance with this Agreement and Exhibit "D," and have completed the Tuberculosis Risk Assessment/Testing and Immunizations requirements set forth in the Agreement.

3. Enrollment; Early Release. The Services shall be provided to those eligible District students identified by District, which students shall be given first priority for enrollment in the City's programs. District shall be responsible for outreach to families of students who are eligible for the Services and for assisting eligible families in applying for and enrolling in City's programs. Other than the eligible students identified by District, District's other students may also attend the City's programs, subject to the priority of eligible student enrollment set forth herein, provided that the District will not compensate or provide reimbursement to City for these students and that City shall

obtain a completed Waiver from the students parent or legal guardian, as required in this Section, below. City shall be solely responsible for the program costs and securing any payment or separate written permission from the parents/legal guardians to transport District's non-eligible students to the off-site program locations.

City shall request, in writing, from parents or guardians each pupil's health information, such as whether a pupil has allergies or asthma, before pupil's enrollment in the program. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information in order for the pupil to receive the Services or enroll in any program.

During enrollment of any District student in any program provided by City, regardless of whether City will be compensated by District, City shall have the child's parent/legal guardian complete and submit the Acknowledgement and Assumption of Risk; Release and Waiver of Liability and Indemnity Agreement ("Waiver") attached hereto as Exhibit "F". City shall submit to District copies of all completed Waivers for students following the close of a program's registration.

In no event shall the number of enrolled students plus staff exceed the maximum occupancy set by the fire marshal for the facilities used by City, nor shall enrollment exceed the maximum capacity permitted under City's license as applicable. Any additional activities shall only be permitted with the prior express written approval and consent of District. District may, at its sole discretion, assess a surcharge to cover the additional impact on the Opal Cliffs Property of any change to City's Services in an amount to be separately agreed by District and City.

City, in coordination with and with the approval of the District, shall establish a policy regarding reasonable early daily release of students from the programs. It is the Parties' intent that students participate in the full daily offering of the programs, except as allowed by the early release policy.

4. Meeting Participation. City and District shall meet prior to the beginning of each new school year and as may be requested by either Party to coordinate and discuss the Services.

5. Coordination with Community Organizations. City may coordinate with community-based organizations supporting students. In the event that City subcontracts for a portion of the Services with a community-based organization, City shall enter into a written agreement for the subcontracted services, which written agreement shall require subcontractor to adhere to all requirements set forth in this Agreement, including without limitation, indemnification of the District, satisfaction of insurance requirements naming City, District and its Board as an additional insured, completion of a fingerprint and background check certification, and maintaining confidentiality of student records. City shall not share student records with any subcontractor unless a Form of Academic Release, attached hereto as Exhibit "E", is obtained from the student's parent or legal guardian permitting release of student records specifically to subcontractor. All subcontracts shall be submitted to District by City, before execution, for review and preapproval to ensure all applicable requirements of this Agreement are included, and insurance certificates and fingerprinting certificates shall be provided to District before commencement of subcontractor's services.

6. Parent Outreach and Communication. City will host events for District's parent/families of the participating students to improve access and engagement with the District's families. City shall have check-in meetings with parents/legal guardians and students on a regular basis to discuss student performance, successes and needs.

7. Student Discipline. City shall report any disciplinary issues to District that occur while delivering the Services. City's staff shall use referral forms agreed to by the Parties for any behavior management issues.

8. Quality Improvement. City shall implement a continuous quality improvement cycle to assess, plan and improve program based on the quality standards for ELO-P expanded learning.

9. Staffing Ratios. All City's employees who supervise students must meet the District's minimum instructional aide qualifications. City must maintain a staff to pupil ratio of 1:20, unless working with TK/K pupils, where the staff to pupil ratio must be at least 1:10. Mixed pupil groups that include any TK/K pupils shall adhere to the 1:10 staff to pupil ratio requirement.

10. ELO-P Plan. District's Board approved "Expanded Learning Opportunities Program Plan Guide", attached hereto as Exhibit "A-1" ("ELO-P Plan") as a part of this Exhibit "A", applies to District's ELO-P. City shall comply with the ELO-P Plan as applicable to Services provided by City after school during the regular school year, and during any intersession programming if applicable. The Parties will annually review the ELO-P Plan prior to the start of each new school year during the Term and any Renewed Term and, as applicable, every three (3) years the ELO-P Plan shall be updated and approved at the discretion of the District's Board, and attached to this Agreement as a part of Exhibit "A-1."

11. Attendance. City shall maintain accurate daily student attendance in compliance with all ELO-P requirements and submit them to the District within two (2) business days of a District request or as required by this Agreement. Failure to maintain attendance may result in non-renewal or early termination of this Agreement.

12. ELO-P Requirements.

a. City shall provide the Services in accordance with Education Code section 46120 and any and all applicable state regulations and audit requirements that are currently or may become effective during the Term, or any Renewed Term, of this Agreement.

b. The Services shall comply with the following requirements:

i) The expanded learning activities shall focus on developing the academic, social, emotional, and physical needs and interests of children through hands-on and engaging learning experiences. The program should be pupil-centered, results driven, including community partners where appropriate, and complement (but do not replicate) learning activities in the regular school day. Each component of the program shall consist of the following two elements:

1. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

2. An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

ii) City shall provide Services to students with disabilities and shall cooperate with District's Special Education Department to determine the needs and services and provision thereof for children requiring additional support or services based on reasonable accommodations.

iii) City shall comply with the program requirements set forth in subdivision (b) of Education Code Section 46120, including the following:

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are no less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

For at least 30 nonschooldays, inclusive of extended school year days provided pursuant to paragraph (3) of subdivision (b) of Section 56345, no fewer than nine hours of in-person expanded learning opportunities per day.

City and District will work cooperatively to establish a program schedule that complies with these requirements, with City providing the Services necessary to fulfill the required time for each school day.

iv) Every District student is eligible to participate in the City's programs, subject to program capacity, and the priority of student enrollment for ELO-P set forth in this Exhibit "A". The City may charge family fees for the City's programs for students not compensated by District with ELO-P funds, provided that such fees shall be on a sliding scale that considers family income and ability to pay, pursuant to Education Code sections 46120(b)(8) and 8482.6. City's fees and sliding scale shall be subject to District review to ensure compliance with Education Code. Fees shall be waived for children who are English language learners, eligible for free or reduced-priced meals, for a child that is a homeless youth as defined by the federal McKinney-Vento Homeless Assistance Act (42 United States Code Section 11434a), or for a child who City or District knows is in foster care. City shall use reasonable efforts to ensure that program access remains free or low-cost for families with demonstrated need, consistent with applicable law and District-approved fee policies. City shall maintain records of all family fees charged, collected, and waived, and shall make such records available to District for review and audit upon request.

v) City shall cooperate with District in regard to any audit conducted pursuant to Education Code Section 41020 to determine compliance with the programmatic requirements of subdivision (b) of Section 46120. Fiscal data, including attendance data, evaluation data, and any additional requested data must be accurate and provided to District in a timely manner. City shall be responsible for reimbursing the District for any loss of State Funding, or for the payment of any financial fees or penalties, that result from any and all audit findings due to the acts or omissions of City.

At City's sole cost and expense, City shall maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of City transacted under this Agreement. City shall retain these books, records, and systems of account during the Term and any Renewed Term of this Agreement and for five (5) years thereafter. City shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to City and shall conduct audit(s) during City's normal business hours, unless City otherwise consents.

vi) Meals and snacks shall be provided by City to students at City's sole cost and expense and shall comply with the nutrition standards set forth in The Pupil Nutrition, Health, and Achievement Act of 2001 (Education Code Sections 49430–49434). Any meals made available shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code Section 1766).

13. Other Programmatic and Staffing Requirements.

a. Pursuant to Education Code section 46120(b)(13), an ELO-P may operate without obtaining a child daycare facility license or special permit under Chapter 3.4, commencing with section 1596.70, or Chapter 3.5, commencing with section 1596.90, of Division 2 of the California

Health and Safety Code; provided, however, that nothing in Education Code section 46120 exempts a program from applicable child daycare facility licensing requirements when serving children who do not participate in an After School Education and Safety Program, the 21st Century Community Learning Centers program, or an ELO-P. City represents and warrants that, based on the nature, scope, funding, participants, hours of operation, and manner of delivery of the Services or its programs, City is not required to obtain or maintain a child daycare facility license or special permit under Chapter 3.4, commencing with section 1596.70, or Chapter 3.5, commencing with section 1596.90, of Division 2 of the California Health and Safety Code in order to perform the Services or operate its programs. City shall be solely responsible for determining whether any license, permit, registration, approval, waiver, exemption, or other authorization is required for City's performance of the Services or the operation of its programs, including as a result of any change in applicable law, program structure, funding source, participant population, location, schedule, staffing model, or scope of services. If City becomes aware of any fact, circumstance, governmental communication, or change in law that may affect the accuracy of the representations and warranties in this section, or may require City to obtain a child daycare facility license or special permit, City shall promptly notify District in writing and shall, at City's sole cost and expense, obtain and maintain any required license, permit, approval, or authorization before continuing the affected Services or operating the programs. City's use of the Opal Cliffs Property to offer the Services shall comply with the terms of this Agreement, all District Policies, rules and regulations, and any regulation, order, law, statute, or ordinance of a governmental agency having jurisdiction over the Services and use of the Opal Cliffs Property and facilities.

b. Health and Safety. City agrees that it will deliver the Services offered in a competent, safe, sanitary and efficient manner at least comparable to other well-managed operations of a similar type. City shall comply with all legal obligations, as well as all local, state, and federal laws and regulations, in delivering the Services, including without limitation background clearance, mandated reporter training, and health and safety certifications. City represents to District that it is qualified to deliver the Services. City shall be solely responsible for all aspects of the Services, including the enrollment of students, the recruitment, employment, and training of employees, the payment of employment, income, sales, and the collection of fees in accordance with all applicable laws. City shall develop and observe security measures to protect children enrolled in the program and provided the Services, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log, and otherwise as required by license and law. City understands that California Senate Bill 553 requires implementation of a Workplace Violence Prevention Plan, effective July 1, 2024, and City agrees to adhere to the District's Workplace Violence Prevention Plan applicable to the Opal Cliffs Property.

   Pursuant to Education Code sections 46120(b)(2)(D) and 8483.4, City shall notify the District by the next working day following, and submit to District a written report within seven (7) days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and other individuals participating in the provision of the Services as identified in the Criminal Background Investigation/Fingerprinting Certification in Exhibit "D", building safety at the Opal Cliffs Property or the Soquel High School, and any of the following events:

   i) Death of a child from any cause;
   ii) Any injury to a child that requires medical treatment;
   iii) Any unusual incident or child absence that threatens the physical or emotional health or safety of a child;
   iv) Any suspected child abuse or neglect, as defined in Penal Code section 11165.6;
   v) Epidemic outbreaks;

vi) Poisonings;
vii) Fires or explosions that occur in or on the Opal Cliffs Property or Soquel High School;
viii) Exposure to toxic substances;
ix) An arrest of an employee of the City or other individual participating in the provision of the Services; or
x) Any other health and safety event as may be requested, in writing, by District.

c. City, at its sole cost and expense, shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide a portion of the Services in conjunction with City's activities.

d. City shall at all times retain active, qualified, competent, and experienced personnel to supervise Services and to represent and act for City. City shall require its personnel to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. City shall not allow any person(s) to use offensive language and/or act in a boisterous or otherwise improper manner. City's personnel will ensure the maintenance of a high standard of service to the public. City shall replace any employee whose conduct is detrimental to the best interests of the public. Such employee shall be replaced pursuant to the following standards:

i) If, in the reasonable judgment of District, City's employee(s) represent an immediate threat to the health, welfare or safety of the children of the District, District's students, staff, or the public, or if City's employee(s) acts or omissions violate applicable laws, codes, rules, regulations, or ordinances, or otherwise subject or expose District to liability to others, City shall replace the employee(s) immediately and shall not employ said employee(s) with the Services or at the locations of the Services which are the subject of the Agreement.

ii) If City's employee(s) engage in conduct or behavior which interferes with the educational program or activities of the District on the Opal Cliffs Property, unduly disrupts the residents of the surrounding neighborhood, or otherwise is detrimental to the best interest of the public, District may provide City with a written statement of complaint describing the conduct or behavior complained of and the corrective action required to resolve the complaint. If, in the reasonable judgment of District, the complaint has not been satisfactorily resolved within thirty (30) days of receipt by City, the employee shall be replaced immediately and shall not be employed on the Opal Cliffs Property.

14. Confidentiality.

a. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other including, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known (outside a contractual relationship between the Parties) or independently developed by the receiving Party, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 7920.000 *et. seq.*), court issued subpoena, or other applicable federal or state law.

b. The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the

maintenance and disclosure of such Confidential Information, including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. § 99.1 *et. seq.*) (collectively, "FERPA"), and California Education Code Sections 49073-49079.9. City shall promptly notify District, and in no event later than seventy-two (72) hours, of any unauthorized access to, disclosure of, or breach involving Confidential Information or student records, and shall cooperate with District in investigating and remediating any such breach. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

c. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

d. Student Records. Prior to District providing City's access to student records, City shall submit to District written consent from each student's parent or legal guardian for the release of the student's records on the "Form of Academic Release" attached hereto as Exhibit "E". City shall not provide any subcontractor access to student records unless and until an Academic Release is obtained from each student's parent or legal guardian that specifically allows that subcontractor to receive such student record. Upon submission of a completed Academic Release, to the extent permissible under applicable state law and in accordance with Board Policies and Administrative Regulations 5125 and 5125.1, the District will provide student information, including grades, progress reports, transcripts, IEPs, SSTs meeting notes and test scores. City will also attend IEP and SST meetings when welcomed by the parent or legal guardian, and as consented to in the Academic Release. District will provide an email address and log in access to Catapult Connect and AERIES for City's staff as needed.

e. District may disclose to City information from student education records as permitted by 34 C.F.R. Section 99.31, as City has "a legitimate educational interest" in providing the Services for the District's ELO-P pursuant to this Agreement. City shall be considered to be under the direct control of the District for the limited purpose of City's use and maintenance of student records in order to meet requirements of FERPA and California Education Code. City shall comply with the relevant requirements of FERPA, California Education Code Sections 49073-49079.9, and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. City shall not release any information contained in student records without District's prior written approval. To protect the confidentiality of student records provided by the District, City will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Upon termination of this Agreement, City shall return to the District all originals and/or copies of student records, in hard copy or electronic format, that it may access in performing Services. All student records shall remain the property of the District.

EXHIBIT "A-1"
(subpart of Exhibit "A")

ELO-P PLAN

All ELO-P Plans approved by the District's Board during the Agreement's Term and any Renewed Term shall each be incorporated into this Agreement as a part of this Exhibit "A-1" by this reference. Copies of the ELO-P Plans are available from the District's Educational Services Office or online at: https://www.suesd.org/curriculum-instruction.

EXHIBIT "B"

USE OF OPAL CLIFFS PROPERTY

Use of the Opal Cliffs Property by City to deliver the Services shall be subject to the following terms and conditions:

1. Title to Opal Cliffs Property. The Parties acknowledge that title to the Opal Cliffs Property is held by the District. Nothing contained in this Agreement shall constitute an agreement by District to subject its fee interest in the Opal Cliffs Property to any lien.

2. Facilities. The facilities in which City shall deliver the Services at the Opal Cliffs Property are defined and described in the attached Exhibit "B-1."

   a. District shall not be responsible for the security of City's personal property, including supplies and materials for the program, and District shall not be responsible or liable for the loss, theft or damage of any City's personal property used, kept or stored at the Opal Cliffs Property.

   b. City acknowledges and understands that City will be delivering the Services at operating public school campuses. District shall have access to and use of any of the classrooms and storage areas, excepting City-owned facilities, during the times these areas are not used by City for the program, including use by third parties arranged by District. City shall cooperate with District following its scheduled use so as not to interfere with the District's or a third-party's use. Entrance into any areas of the Opal Cliffs Property other than those designated for City's use herein is prohibited unless an authorized representative of the District provides written consent for use of such other areas.

3. Facility Maintenance.

   a. District Responsibilities: District shall be responsible for routine maintenance, repair, and replacement of the building and its permanent systems, including the roof, foundation, structural components, HVAC, plumbing, electrical, fire and life safety systems, and other permanent building infrastructure, except to the extent repairs are necessitated by damage caused by City's negligent acts or omissions. District shall also be responsible for:

      i) maintaining the Property in compliance with applicable building, fire, health, safety, and accessibility laws applicable to the Property as a public school district facility;
      ii) maintaining all parking areas, sidewalks, walkways, exterior lighting, landscaping, playgrounds, and other common or exterior areas serving the Property, except to the extent damage is caused by City;
      iii) major capital repairs, replacements, and improvements to the Property, within the sole discretion of the District;
      iv) abatement of hazardous materials, including asbestos, lead-based paint, mold, or other environmental conditions existing prior to City's occupancy or not caused by City;
      v) maintaining and repairing furnishings, fixtures, equipment, and other property owned by District and made available for City's use, within the sole discretion of the District;
      vi) maintaining adequate property insurance or self-insurance for the Property and District-owned improvements.

   b. City Responsibilities: City shall be responsible for all routine custodial services associated with its use of the Opal Cliffs Property, including daily cleaning of program areas, trash removal, restroom servicing during program operations, and maintaining the facility in a clean and orderly condition. City shall also be responsible for utility costs associated with

the Opal Cliffs Property during the Term or any Renewed Term and for maintaining any equipment or improvements installed by City.

4. Damage to Opal Cliffs Property. City shall promptly report to District any damage or disrepair of District facilities or improvements known to City and/or caused or discovered by City during City's use of the Opal Cliffs Property.

5. Utilities. City shall pay District a fixed monthly amount of $500.00 for water, sewer, storm water, gas, electricity, heat, cooling, telephone, refuse collection, janitorial, pest control, security and monitoring services furnished to the facilities used by City, together with all related installation or connections charges or deposits. If during any month of the Term, or any Renewed Term, the District determines that the cost of the City's monthly consumption of utilities materially exceeds the fixed charge described above then the District shall notify the City and provide an invoice of additional charges due within (30) thirty days of receipt.

6. Condition of Opal Cliffs Property.

   a. City acknowledges that it has had an opportunity to inspect the Property and accepts the Property subject to conditions that are reasonably discoverable upon inspection.

   b. Notwithstanding the foregoing, nothing in this section shall be construed to waive or limit District's responsibility for (i) dangerous conditions of public property, (ii) violations of applicable building, fire, health, safety, or accessibility laws as applicable to the areas and facilities of the Opal Cliffs Property used by City pursuant to this Agreement, (iii) latent defects known to District and not disclosed to City, (iv) District's obligations expressly set forth in this Agreement, or (v) District's negligence or willful misconduct.

7. City Improvements or Alterations. City shall not construct or cause to be constructed on the Opal Cliffs Property any improvements or alterations of any kind without the prior written approval of District. City shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the Division of the State Architect ("DSA"), and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. All contractors and subcontractors of City, if any, shall be duly licensed and registered in the State of California. City shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the construction or installation of any improvements that are performed by City or on City's behalf, including, without limitation, prevailing wage requirements. City shall be solely responsible for maintaining the improvements installed thereon during the Term or any Renewed Term of this Agreement and for compliance with all applicable laws, ordinances, rules and regulations. District is in no manner responsible for damage or theft of City's equipment, including play equipment or other personal property.

8. Signs. City may, at City's cost, place City's signs on or at the Opal Cliffs Property, and otherwise to advertise the Services, provided City obtains the approval and consent of District regarding content, size, and placement of signs, which approval and consent shall not be unreasonably withheld. All signs shall comply with District Policies and local governmental ordinances pertaining thereto. Throughout the Term or any Renewed Term of this Agreement, City shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, City shall remove any signs which it has placed at the Opal Cliffs Property, and shall repair any damage caused by the installation or removal of those signs.

9. Title to and Removal of City's Equipment. Title to City's equipment, personal property, chattels, fixtures and/or improvements ("City's Equipment") on the Opal Cliffs Property shall be held solely by City. All of City's Equipment shall remain the personal property of City and shall not be treated as real property or become a part of the Opal Cliffs Property. District shall have no maintenance or repair obligations with respect to City's Equipment. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, City shall remove City's Equipment, at its sole expense. City shall repair any damage to the Opal Cliffs Property, caused by said removal and restore the area to good condition, less ordinary wear and tear.

   In the event that City fails to timely remove City's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to City or any person or entity claiming under City, either (1) accept ownership of City's Equipment with no cost to the District, or (2) remove and/or dispose of City's Equipment at City's sole cost. In the event that the District chooses to accept ownership of City's Equipment, City shall execute any necessary documents to effectuate the change in ownership of City's Equipment to District. In the event that the District removes and/or disposes of City's Equipment, City shall pay all costs for the removal and/or disposal of City's Equipment within thirty (30) days of receipt of an invoice.

10. Restoration Following Use. Following City's use of the Opal Cliffs Property, City shall be responsible for restoring the area of use, and other portions of the Opal Cliffs Property utilized by City to provide the Services, excepting City-owned facilities, to its condition that existed prior to City's use with no damage thereto, reasonable wear and tear excepted.

11. Prohibited Uses and Restrictions.

    a. The following uses and types of activities are prohibited on the Opal Cliffs Property: (1) Any use or activity which involves the possession, serving, consumption, use, and/or sale of alcoholic beverages, illegal drugs, narcotics, intoxicants, marijuana or synthetic marijuana, tobacco products, including, without limitation, vaporized or e-cigarettes, and/or other restricted substances; (2) Any use or activity which involves gambling and/or the conducting of games of chance; (3) Any use or activity which is inconsistent with the use of the Opal Cliffs Property for the Services expressly stated herein, the use of the Opal Cliffs Property for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork; (4) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (5) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (6) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the Opal Cliffs Property be used for any unlawful purpose; (7) Any use or activity which is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; (8) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (9) Any use or activity which would, in the sole discretion of District, injure or damage the Opal Cliffs Property, school facilities, grounds, equipment, or other school or District Opal Cliffs Property; (10) Any use or activity which may cause an increase in the existing rate of insurance upon the Opal Cliffs Property or cause the cancellation of any insurance policy covering the Opal Cliffs Property; (11) No animals of any kind are allowed on the Opal Cliffs Property except for certified service animals or unless otherwise required by law; (12) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive devices are prohibited on any District Opal Cliffs Property, including the Opal Cliffs Property; and (13) City shall not commit or suffer to be committed, any waste upon the

Opal Cliffs Property, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage systems of the Opal Cliffs Property.

b. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Opal Cliffs Property except in trash containers designated for that purpose. Additionally, City shall comply with all environmental and hazardous materials laws, and shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Opal Cliffs Property. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is: (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30, et seq.; (ii) defined as "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. As used herein, the term "hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency, including, without limitation, the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services, which regulates the use, storage, release, or disposal of any Hazardous Material.

c. When parking at the Opal Cliffs Property, City and its participants, employees, agents, volunteers, licensees, and invitees must park in designated parking locations and drive on designated roadways. Under no circumstances shall City or its participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited. City shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on the Opal Cliffs Property by City or its participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at the Opal Cliffs Property, and City assumes the entire risk of lost and theft with respect to personal property placed at the Opal Cliffs Property by City or on its behalf.

12. Taxes and Assessments. It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind or nature whatsoever, which prior to or during the Term or any Renewed Term of this Agreement become due and payable upon City's use of the Opal Cliffs Property or upon fixtures, equipment, or other property installed or constructed thereon, or which City is otherwise required to pay hereunder, shall be the full responsibility of City, and City shall pay all sums prior to delinquency. City is responsible for any interest and penalties that may accrue thereon in the event of City's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of City or failure on City's part to comply with the terms of this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

13. Construction Related Accessibility Standards. Pursuant to Civil Code section 1938, District states that the Opal Cliffs Property has not undergone inspection by a Certified Access Specialist (CASp).

14. District's Right of Entry. District and its authorized agents and representatives may enter the classrooms and areas used by the City at any reasonable time for any purpose whatsoever, within the sole discretion of the District.

EXHIBIT "B-1"
(subpart of Exhibit "B")

City will deliver the Services for the Afterschool Program and School Break Camps in Rooms numbered 3 and 4 as depicted below.



EXHIBIT "C"

ELO-P FEES

The District will reimburse City for the Services in accordance with the following fee schedule:

District will be invoiced at the City's resident rate regardless of a student's address.

Afterschool Program 2026-27

The hourly rate for a resident student enrolling in the Afterschool Program is $5.88. The resident monthly rate, for a student enrolling in the full Afterschool Program, varies by month due to the number of dates the program is in operation. The monthly rates for the Afterschool Program are shown below:

Full Program Enrollment in Afterschool Program
Monthly Resident Rates 2026-27

August	$346.92
September	$382.20
October	$379.26
November	$273.42
December	$255.78
January	$311.64
February	$308.70
March	$411.60
April	$294.00
May	$346.92
Full Program Total	$3,310.44

Fees for families enrolling in less than the full Afterschool Program (e.g., two days per week) will be prorated accordingly.

Should low participation (i.e., fewer than 6 students) result in the Afterschool Program being less than cost-neutral, the Parties will collaborate to ensure the program can continue to benefit District families while achieving cost-neutrality for the City.

School Break Camps 2026-27

In addition to the Afterschool Program, District students will have the opportunity to enroll in and attend School Break Camps. The daily rate for a resident student is $35.00, which allows a student to participate in School Break Camps from 9:00 a.m. to 4:30 p.m. on the dates indicated below. The extended care rate is an additional $58.00 per session, which allows a student to participate in School Break Camps from 8:00 a.m. to 5:30 p.m. The rates for School Break Camps are shown below:

			Regular Rate	Extended Care Rate
October Break	October 12-13	2 days	$70.00	$128.00
Thanksgiving Break	November 23 - 25	3 days	$105.00	$163.00
Winter Break 1	December 21 - 23	3 days	$105.00	$163.00
Winter Break 2	December 28 - 31	4 days	$140.00	$198.00
Winter Break 3	January 4 - 5	2 days	$70.00	$128.00

Spring Break	April 5 – 9 & 12	6 days	$210.00	$268.00
		Full Program Total	$700.00	$1048.00

All qualifying students as identified by the District shall be offered the opportunity to attend School Break Camps from 8:00 a.m. to 5:30 p.m. at the Extended Care Rate to comply with ELO-P requirements. District shall compensate City only for the actual time that a qualifying student attends School Break Camp, either at the Regular Rate or Extended Care Rate.

Summer Camp 2026-27

In addition to the Afterschool Program and School Break Camps, District students will have the opportunity to enroll in and attend Summer Camp. The daily rate for a resident student is $35 or $343.00 for the full 10-day program, which operates from 9:00 a.m. to 4:30 p.m. each day. The extended care rate is an additional $58.00 per session, which allows a student to participate in Summer Camp from 8:00 a.m. to 5:30 p.m. The rates for Summer Camp are shown below:

			Regular Rate (Full Program)	Extended Care Rate (Full Program)
Camp Capitola	2-week session	10 days	$343.00	$401.00

All qualifying students as identified by the District shall be offered the opportunity to attend Summer Camp from 8:00 a.m. to 5:30 p.m. at the Extended Care Rate to comply with ELO-P requirements. District shall compensate City only for the actual time that a qualifying student attends Summer Camp, either at the Regular Rate or Extended Care Rate.

Equity Swim 2026-27

District's contribution to Equity Swim would be $16,000 annually. District and the City will split the cost of Equity Swim with each Party contributing $16,000. Equity Swim is an ELO-P enrichment program for identified unduplicated District primary students in Grades K–3.

Estimated Annual Cost Projection for 2026-27

- For each qualifying student who attends the Afterschool Program at the full monthly rate and attends all School Break and Summer Camps at the Extended Care Rate, District will reimburse the City $4,759.44 annually.
- For ten (10) qualifying students who attend the Afterschool Program at the full monthly rate and attend all School Break and Summer Camps at the Extended Care Rate, District would reimburse the City $47,594.40 annually.
- Given that participation is challenging to predict, District's estimated allocation of ELO-P funding for the Afterschool Program and School Break and Summer Camps is $50,000.00 annually.
- District's contribution to Equity Swim would be $16,000.00 annually.
- Therefore, the total estimated fiscal impact for these programs for the initial two-year Term is $132,000, subject to a written amendment for the 2027-28 school year. Compensation for any Renewed Term shall be separately agreed to in an amendment.

Rates for 2027-28

All rates above are for the 2026-27 year. Given that this is a two-year agreement, rates for 2027-28 are expected to be similar to those for 2026-27, with reasonable adjustments for inflation. Rates for 2027-28 shall be agreed upon by the Parties and memorialized by written amendment pursuant to Section 4 of the Agreement. Any rate adjustments for 2027-28 shall not exceed three percent (3%) above the 2026-27 rates, unless otherwise agreed to by the Parties in the amendment.

EXHIBIT "D"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I, the undersigned, certify to the Board of Trustees of the SOQUEL UNION ELEMENTARY SCHOOL DISTRICT ("District") that I am familiar with the facts herein certified, I am a representative of CITY OF CAPITOLA ("City"), and I am duly authorized and qualified to execute this certificate on behalf of City. I certify that City has taken the following action with respect to the Independent Contractor Agreement ("Agreement"):

The box below must be checked with regard to City and City's personnel (officers, principals, paid or unpaid employees, staff, agents, representatives, volunteers, consultants, contractors, vendors, subconsultants, and subcontractors of City who will be delivering the Services or a portion thereof) ("City's Personnel") and the arrangements verified by an authorized representative of District.

☐ City, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all City's Personnel who may have contact with District pupils not under the immediate supervision of a pupil's parent, guardian, or District employee during the Term of the Agreement (including any renewed term), and the California Department of Justice has determined (A) that none of City's Personnel have been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to City's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When City performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service**. A complete and accurate list of City's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. City's Personnel shall not deliver any portion of the Services or enter District's Opal Cliffs Property until the DOJ ascertains that that individual has not been convicted of a felony as defined in Education Code section 45122.1.**

City's responsibility for background clearance extends to all of its employees, staff, volunteers, agents, representatives, and officers and all of its vendor's, consultant's, contractor's, subconsultant's, and subcontractor's employees, staff, volunteers, agents, representatives, and officers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of City.

By signing below, I certify that the information contained on this certification form is accurate. I understand that it is City's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all City's Personnel throughout the duration of the Agreement. **A list of City's Personnel is provided below.**

List of City's Personnel/Volunteers

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel/volunteers, attach additional copies of this page.

By: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "E"

FORM OF ACADEMIC RELEASE

I, the undersigned parent or legal guardian of the student identified below, grant CITY OF CAPITOLA, a subdivision of the state of California ("City"), permission to access and receive copies of my child's student records, including state test scores, progress reports, report cards and transcripts, Individualized Educational Plans ("IEPs"), and Student Support Team ("SST") reports.

In addition, I grant City permission to attend IEP/SST meetings and to discuss my child's performance in school with their teachers and other support staff.

I understand that City will maintain all information about my child as confidential and will not release any such information to any third party without my prior written consent. If City engages a subcontractor to provide services, I understand that a separate written authorization will be required before any student records are shared with such subcontractor.

Student Name: _____

Student Id #: _____

School: _____

Grade: _____

This authorization will remain in effect until such time as I may file with my child's school a written withdrawal of consent to release such information.

I certify that I am the parent or legal guardian and that I have legal custody of my minor child.

Parent/Guardian's Name: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Parent/Guardian's Signature: _____

Date: _____

EXHIBIT "F"

WAIVER

[Behind this cover sheet.]

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT ("WAIVER")

Participation in the Afterschool Rec Club and/or School Break Camps, located at the District's Opal Cliffs Property, located at 4510 Jade Street in Capitola ("Premises"), is offered to current students of the Soquel Union Elementary School District ("District"). The Equity Swim Program, held at the swimming pool at the Soquel High School, owned and operated by the Santa Cruz City Schools, and located at 401 Soquel San Jose Road in Soquel ("Soquel High School") is offered to District's students. The Afterschool Rec Club, School Break Camps, and/or Equity Swim Program are individually and collectively referred to herein as the "Program(s)." The Program(s) are operated and administered by the City of Capitola ("City").

IN CONSIDERATION of the foregoing, as applicable, and in further consideration of the opportunity to participate in the Program(s) and access the Premises during the Program(s), the undersigned parent/legal guardian ("Undersigned"), for himself or herself or themself, for and on behalf of his or her or their participating child(ren) ("Participant"), and for and on behalf of any personal representatives, heirs, assigns, and next of kin, **HEREBY ACKNOWLEDGES, AGREES, UNDERSTANDS, AND REPRESENTS AS FOLLOWS**:

1. Enrollment of Participant in the Program(s) by the Undersigned, as well as participation in the Program by Participant (including participation in off-site activities, field trips, if applicable), is optional and voluntary. Undersigned understands and acknowledges that the Programs are not provided at the school site where the Participant is enrolled. The City will be providing transportation for the Participant from his or her or their enrolled school site to the Premises for Afterschool Rec Club and/or School Break Camps, and/or the Soquel High School for Equity Swim and is responsible for student safety and compliance with all applicable laws while transporting the Participant.

2. The City is solely responsible for administering and operating the Programs in compliance with all laws, including, without limitation, the registration and supervision of Participants, the implementation of safety and security measures to protect Participants enrolled in the Programs, and the hiring of all employees. Furthermore, City is solely responsible for aquatic supervision, lifeguarding, pool safety, emergency action plans, and compliance with applicable aquatic-safety requirements. It is further acknowledged, understood, and agreed that the City, and not District, shall be solely responsible for complying with program license and registration laws and requirements, and for verifying the qualifications, credentials, certificates, backgrounds (including, without limitation, fingerprinting/criminal background checks and required health immunizations), and licenses of its employees, staff, agents, volunteers, vendors, and subcontractors who may operate the Program(s), or provide services for the Program(s) or in conjunction with City's operation of the Program(s) and activities off the Participant's school site, on or off the Premises, and on or off the Soquel High School property. It is additionally acknowledged, understood, and agreed that neither District nor its employees or representatives have made any representation or warranty as to the City's compliance with the foregoing, or otherwise related in any way to the operation of the Program(s).

3. The District requires access to the City's registration records for all Participants enrolled in the Program(s). The Undersigned **HEREBY AUTHORIZES, AGREES, AND CONSENTS** to the provision of the City's registration records for the Participant to District, and District's access to the registration records of the City for the Participant, including, without limitation, any registration form submitted by the Undersigned to the City and confidential health, allergen, and medical history and information and financial information submitted therewith or otherwise in connection with Participant's enrollment or participation in the Program(s).

4. Participant is granted access to the District's Premises solely for the purpose of participating in the Afterschool Rec Club and/or School Break Camps during the times those Programs are offered at the Premises. Participant and the Undersigned are to abide by all applicable federal, state, and local laws, and all District rules and regulations governing use of, and conduct upon, the Premises while on the Premises, including, without limitation, prohibitions on the possession, use, or sale of tobacco products (including vaporized or e-cigarettes), alcoholic beverages, cannabis, illegal drugs, narcotics, intoxicants or other restricted substances, firecrackers and other explosive devices, weapons (including, without limitation, knives or pocket knives), or firearms (including, without limitation, guns, pellet guns, or BB guns), as well as prohibitions on lewd conduct and inappropriate touching of any kind. The District does not in any way accept responsibility for the health, welfare, or conduct of any Participant.

5. The Premises are being provided on an "AS-IS" basis, without any representation or warranty by District as to the suitability of the Premises for the Programs or for any other purpose. It is further acknowledged, understood, agreed, and represented that the Undersigned has inspected and carefully considered the Premises and the Program(s), and that by entry on the Premises and/or participation in the Program(s) by the Undersigned and/or the Participant, the Undersigned accepts the same as being safe, in good and sanitary order, condition and repair, and reasonably suited for the purpose of such entry and/or participation by the Undersigned and the Participant.

6. The Undersigned represents that Participant is physically and mentally capable of participating in the Program(s), including, without limitation, off-site field trips, and further represents that the Participant has no known health restrictions that might jeopardize his/her/their safety or health (or has disclosed such known health restrictions upon enrolling in the Program(s)) and/or the safety or health of others during the Program(s) or while in, upon, or about the Premises. In the event of an accident, injury, and/or medical emergency on or off the Premises or the Soquel High School property, City or District and each of their agents or employees are hereby authorized to consent to and obtain for Participant whatever emergency medical treatment or surgery is deemed necessary by the attending physician, paramedic unit, hospital, or

other health care provider deemed appropriate by City or District and each of their agents or employees in the circumstances. Medical costs incurred shall be the responsibility of the Undersigned. The Undersigned understands that an attempt will be made to contact the Undersigned, if possible, before such care is administered.

7. INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent permitted by California law, the Undersigned **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Soquel Union Elementary School District, its Board of Trustees ("Board") and members of its Board, directors, officers, employees, representatives, agents and volunteers (collectively referred to hereinafter as the "Indemnified Parties"), and each of them, from any and all losses, liabilities, claims, suits, damages, expenses, costs (including, but not limited to, attorneys' fees and costs), penalties, recourses, fines, and actions of any kind, nature, and description directly or indirectly resulting from, arising out of, or in any manner connected with the Undersigned and/or Participant's presence in, upon, or about the Premises or Soquel High School, the Undersigned and/or Participant's use of the Premises, other District facilities, grounds, equipment, or property, or Soquel High School property, or the participation of the Participant in the Program(s) or Participant's travelling to/from/for the Program(s), including, but not limited to, personal or bodily injuries, illness, death, property damage or loss, whether caused by the negligence of the Indemnified Parties, or otherwise.

8. WAIVER AND RELEASE: The Undersigned, for himself or herself, for and on behalf of his or her Participant(s), and for and on behalf of any personal representatives, heirs, assigns, and next of kin, **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** the Soquel Union Elementary School District or the other Indemnified Parties from/for all liability to the Undersigned, the Participant(s), or all his/her/their personal representatives, heirs, assigns, and next of kin for any loss or damage, and any claim or demands therefore on account of any damage or loss of property, any personal or bodily injuries, illness, or death, whether caused by the negligence of the Indemnified Parties, the City, the Santa Cruz City Schools, or otherwise, while the Undersigned or the Participant are in, upon, or about the Premises or Soquel High School property, using the Premises, Soquel High School Property, or other District facilities, grounds, equipment or property, or participating in or travelling to/from/for the Program(s) (including, without limitation, off-site field trips). Nothing in this Waiver is intended to release claims that cannot be released as a matter of California law, including claims for gross negligence, willful misconduct, or violations of law.

9. ASSUMPTION OF RISK: The Undersigned understands and acknowledges that there are certain risks inherent in participating in the Program(s) and activities on the Premises, and travelling to/from/for the Program(s) or off-site field trips, including, without limitation, accident, injury, death, illness, or damage to personal property, and that such activities may be dangerous. The Undersigned agrees that District cannot ensure the safety of the Participant. The Undersigned **HEREBY ACKNOWLEDGES AND ASSUMES FULL RESPONSIBILITY FOR AND RISK OF ACCIDENT, PERSONAL OR BODILY INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE** to the Undersigned or the Participant in, upon, or about the Premises or Soquel High School property, or while the Undersigned or the Participant are using the Premises, Soquel High School property, or any other District facilities, grounds, equipment, or property, or while Participant is participating in or travelling to/from/for the Program(s) (including, without limitation, off-site field trips), or due to the negligence of the Indemnified Parties, the City, or Santa Cruz City Schools. This assumption of responsibility and risk includes, without limitation, all **KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE**.

10. AQUATIC ACTIVITY RISKS. The Undersigned understands, acknowledges, and agrees that participation in Equity Swim involves inherent and other risks, known and unknown, including but not limited to drowning, near-drowning, inhalation of water, slipping or falling on wet surfaces, diving or jumping injuries, collision with other swimmers or pool structures, use or failure of flotation or safety equipment, cardiac or respiratory distress, seizure or other medical events in or near water, delayed medical complications, and death. The Undersigned understands that these risks may occur despite supervision, lifeguards, instruction, rules, safety equipment, or emergency response.

THE UNDERSIGNED further expressly agrees that this ACKNOWLEDGEMENT AND ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California, and if any portion thereof is held invalid, illegal, or unenforceable in any respect, it is agreed that such portion shall be severed and the remaining portions shall continue as valid, legal, & enforceable. BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS COMPLETELY READ, UNDERSTANDS, AGREES TO, AND VOLUNTARILY SIGNS THIS ACKNOWLEDGEMENT AND ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, warranties, statements, threats, or inducement apart from the foregoing written agreement have been made. FURTHERMORE, BY SIGNING BELOW, the Undersigned represents that the Undersigned is the parent/legal guardian of the following Participant(s):

Name of Participant(s) [Child(ren) in Program]:

(1) _____ Participant's School: _____

(2) _____ Participant's School: _____

(3) _____ Participant's School: _____

(4) _____ Participant's School: _____

Date: _____ **Signature of Parent/Legal Guardian: _____**

Print Name of Parent/Legal Guardian: _____

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Public Works Department

Subject: Park at Rispin Mansion Project Completion

Recommended Action: 1) Accept as complete the Park at Rispin Mansion Project constructed by Betz Works Inc. at a final cost of $1,082,118; 2) authorize the City Clerk to file and record a Notice of Completion; 3) adopt a resolution amending the FY 2026-27 Adopted Budget to allocate $32,838 for final project expenditures; and 4) authorize the release of the contract retention of $52,464 as prescribed in the construction agreement.

Background: On March 28, 2024, the City Council awarded a $948,880 contract to Betz Works Inc. for construction of the Park at Rispin Mansion. The project included grading, accessible pathways, amphitheater improvements, site lighting, fencing and gates, drainage improvements, restoration of historic masonry, utility connections, landscaping, and site furnishings. Interior improvements to the Rispin Mansion building were not included in the project scope.

On September 27, 2024, the City approved Change Order No. 1 in the amount of $50,000 to underground electrical service to the site, install conduit for future electrical and telecommunications service, and replace decomposed granite with stamped concrete at the lower amphitheater to improve accessibility.

On May 8, 2025, the City Council approved Change Order No. 2 in the amount of $50,400, funded through Measure Q. This change order added broom-finished concrete along the upper loop pathway, upgraded the lower-level hardscape to colored stamped concrete, and provided additional restoration of the historic railing where existing sections could not be salvaged.

Discussion: The park was substantially completed and opened to the public in December 2025, with a community grand opening celebration held on April 21, 2026. The completed project has transformed the historic Rispin Mansion grounds into a publicly accessible park featuring accessible pathways, restored historic elements, gathering spaces, landscaping, lighting, and scenic overlooks. The project represents an important milestone in preserving one of Capitola's most significant historic properties while providing new recreational opportunities for the community.

Community support for the park has continued beyond completion of construction. Through partnerships with Capitola Cares, the City's Art and Cultural Commission, and community donors, additional enhancements are planned for the site. These include restoration of the historic fountain feature, construction of a historically appropriate arbor, a commissioned mosaic within the reflecting pool partially funded by a National Endowment for the Arts grant, and installation of commemorative donor bricks surrounding the reflecting pool.

During final construction, several additional improvements were identified to address field conditions and complete the project as intended. Change Order No. 3, totaling $32,838, includes installation of additional electrical conduit and an upgraded electrical panel, construction of the concrete pad for the ADA game table shown on the approved plans, additional concrete demolition required to construct the ADA access improvements, and placement of gravel adjacent to the ADA pathway to achieve final grades.

The FY 2026-27 Adopted Budget did not include funding for Change Order No. 3. Staff recommends appropriating $32,838 from the FY 2026-27 Measure Q allocation to fully fund the final project costs.

Construction is now complete, and staff recommends acceptance of the project, authorization to record the Notice of Completion, approval of the budget amendment, and release of contract retention in accordance with the construction contract.

Fiscal Impact: The Park at Rispin Mansion Project is complete at a final construction cost of $1,082,118. Approval of the recommended budget amendment will appropriate $32,838 from the FY 2026-27 Measure Q allocation to fund Change Order No. 3, bringing total project funding and expenditures into balance as shown below.

Category	Funding Source	Amount
Funding Sources	Local Park Project Funds	$821,280
	Proposition 68 Grant	$178,000
	Measure Q (FY 2025-26)	$50,000
	Measure Q (FY 2026-27)	$32,838
	Total Funding Available	**$1,082,118**
Contract Costs	Original Contract	$948,880
	Change Order No. 1	$50,000
	Change Order No. 2	$50,400
	Change Order No. 3	$32,838
	Final Contract Cost	**$1,082,118**

Attachments:

1. Park at Rispin Mansion Project Notice of Completion
2. Budget Amendment

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government; Healthy Families, Community, and Environment

Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk; Jim Malberg, Administrative Services Director; Chloé Woodmansee, Assistant to the City Manager

Approved By: Jessica Kahn, Acting City Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Capitola
Public Works Department
Attn: Jessica Kahn
420 Capitola Avenue
Capitola, California 95010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INSTRUMENT IS BEING RECORDED FOR THE BENEFIT OF THE CITY OF CAPITOLA.
NO RECORDING FEE IS REQUIRED PURSUANT TO GOVERNMENT CODE §27383.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Capitola, owner of the property hereinafter described, whose address is 420 Capitola Avenue, Capitola, California, has caused a work of improvements more particularly described as follows:

PROJECT NAME: Park at Rispin Mansion Project

PROJECT DESCRIPTION: Construction of park improvements including grading, concrete pathways, amphitheater seating, ADA access improvements, lighting, fencing and gates, drainage, restoration of historic masonry, and installation of utilities and related site work.

PROPERTY LOCATION: Park at Rispin Mansion, 1200 Wharf Road, Capitola, California.

The work of the improvement was completed by:

CONTRACTOR: Betz Works, Inc

ADDRESS: 310 Kennedy Drive, Capitola, CA 95010

The work of the improvements was actually completed on the 13th day of February, 2026, and accepted by the City Council of Capitola on the 23rd day of July 2026.

Signature of City Clerk: _____

The undersigned certifies that she is an officer of the City of Capitola, that she has read the foregoing Notice of Completion and knows the content thereof; and that the same is true of her own knowledge, except as to those matters which are therein stated on information or belief, and as to those matters that she believes to be true. I certify under penalty of perjury that the foregoing is true and correct. Executed at the City of Capitola, County of Santa Cruz, State of California.

Jessica Kahn
Director of Public Works

Signed: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AMENDING THE 2026-27 FISCAL YEAR CITY BUDGET

WHEREAS, it is necessary to adopt the 2026-27 Fiscal Year Budget for all City funds; and

WHEREAS, the City Council conducted budget study sessions, heard and considered public comments, had modified and proposed a budget accordingly, and on June 11, 2026, adopted such budget for the Fiscal Year July 1, 2026, through June 30, 2027; and

WHEREAS, since the adoption of the FY 2026-27 Budget staff have identified the need for additional funding to complete the Park at Rispin Mansion project; and

WHEREAS, the City receives $200,000 annually for Measure Q funding restricted for parks and open spaces; and,

WHEREAS, it is necessary to amend the FY 2026-27 Budget to appropriate $32,838 of available Measure Q funds to complete the Park at Rispin Mansion project; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2026-27 Fiscal Year Budget is hereby amended, including Exhibit A (Budget Amendment) to this Resolution; and

BE IT FURTHER RESOLVED that the Administrative Services Director is directed to enter the budget into the City's accounting records in accordance with appropriate accounting practices, and the City Manager, with the Administrative Services Director's assistance, shall assure compliance therewith.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 23rd day of July 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Margaux Morgan, Mayor

ATTEST:

_____
Julia Gautho, City Clerk

Budget Adjustment Request

Date
07/08/2026

Requesting Department *
Public Works

Type of Adjustment
- ○ Administrative
- ◉ Council

Item #

Council Date
July 23, 2026

Council Approval

Revenues

Account Number	Account Description	Increase/Decrease
1200-00-00-000-3910.100	Interfund Transfer In - General Fund	$32,838.00

Total Revenues
$32,838.00

Expenditures

Account Number	Account Description	Increase/Decrease
1000-99-99-000-4910.200	Interfund Transfer Out - CIP	$32,838.00
1200-00-00-000-4390.100	Construction Services	$32,838.00

Total Expenditures
$65,676.00

Net Impact
-$32,838.00

Purpose
Transfer $32,838 of Measure Q funds from the general fund to the CIP fund for Rispin Park Project completion.

Department Head Approval
Jessica Kahn

Finance Director Approval

Jim Malberg

City Manager Approval

Jim Malberg

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Community Services & Recreation Department

Subject: Public Art Statue: “To Honor the Women of the Water”

Recommended Action: 1) Approve the Art and Cultural Commission’s recommendation for a public artwork titled “To Honor the Women of the Water”; and 2) direct staff to pursue a partnership with County Park Friends for a fundraising campaign to fund the fabrication and installation of the statue.

Background: Chapter 2.58 of the Capitola Municipal Code establishes procedures for the acceptance of donated public art. Pursuant to Section 2.58.090, applicants seeking to donate public art to the City must submit to the Art and Cultural Commission documentation, including preliminary sketches or renderings, an appraisal of the artwork's value, and any additional information necessary for evaluation.

The City received an application for a new public artwork: a bronze sculpture titled “To Honor the Women of the Water.” The proposed sculpture is intended as a companion piece to the iconic “To Honor Surfing” statue located on West Cliff Drive in Santa Cruz. The art piece is designed to recognize the contributions of women to surfing and other ocean-based activities while celebrating Capitola's connection to the ocean and surf culture. The proposal recommends the statue be installed at the entrance to Esplanade Park. The proposed location is considered interim because the City is currently evaluating future improvements to Esplanade Park, and the final location of the sculpture may be refined through future park planning, engineering, and design review processes.

The estimated value of the bronze sculpture is approximately $350,000. This estimate reflects the value of the artist fees, mold making, and bronze casting, and does not include engineering, site improvements, installation, associated amenities, permitting, or other costs. The applicants propose to conduct a fundraising campaign with County Park Friends to fund the sculpture, installation, annual maintenance, and three conservation treatments. Upon successful fundraising, the donated funds would be provided to the City to engage the sculptor, complete the associated site improvements, install the public art, and establish maintenance of the artwork in accordance with a future agreement.

Pursuant to Capitola Municipal Code Section 2.58.100, the Art & Cultural Commission is responsible for reviewing the proposed donation and forwarding a recommendation to the City Council, which retains sole authority to accept, reject, or conditionally accept the donation.

Discussion: The proposed public artwork is intended to recognize the contributions of women to surfing and other ocean-based activities while celebrating Capitola's longstanding connection to the ocean. The bronze sculpture would depict a woman surfer holding a surfboard and gazing toward Monterey Bay, echoing the iconic “To Honor Surfing” statue on West Cliff Drive in Santa Cruz. The proposal includes artists Brian W. Curtis and Thomas Marsh, the artists responsible for the original “To Honor Surfing” statue. The application (Attachment 1) indicates a stakeholder team, including landscape architect Alison Hobbs as lead designer, and an advisory council comprised of community leaders, surfers, educators, and advocates for ocean recreation. The application includes preliminary sketches, reference images, a conceptual site plan, and an appraisal estimating the value of the sculpture at approximately $350,000.

It is within the Council's authority to accept or deny this proposed public artwork. Rather than providing a completed sculpture to the City, the artwork proponents propose to raise private funds with County Park Friends (CPF). If the Council approves the proposed public artwork on July 23rd, staff will begin working with CPF to prepare a fundraising agreement outlining the responsibilities of each party, including fundraising, transfer of funds, implementation of the artwork, maintenance funding, ownership of the completed artwork, and an anticipated schedule. The agreement would return to the Council for approval before fundraising would begin.

Donated funds would be provided to the City to commission fabrication of the sculpture, complete the associated site improvements, install the sculpture, and provide maintenance funding. Following a successful fundraising campaign, staff would return to the Council again to execute an agreement with the artist to fabricate the sculpture.

The proposed interim installation location is near the entrance to Esplanade Park, where the stakeholder team envisions an expanded public gathering space incorporating the sculpture, seating, landscaping, and other site improvements. Staff recommends that, if City Council accepts the proposed donation, this interim location be considered as the City embarks upon the Esplanade Park Coastal Access Enhancement and Adaptation Plan. That planning effort includes community engagement opportunities that could include final consideration of the statue's final location.

To inform the public of the proposed donation, staff mailed public notice postcards to surrounding property owners on June 24, 2026 (Attachment 2). Notice of the proposal was also promoted on the City's website, social media platforms, and other online communication channels. Because the proposed installation is located within the Coastal Zone, a Coastal Development Permit will be required. In accordance with permit requirements, staff published a legal notice in the Santa Cruz Sentinel on July 3, 2026.

Consistent with Capitola Municipal Code Chapter 2.58, the Art & Cultural Commission reviewed the donation application, received a presentation from the applicants, and accepted public comment during its regular meeting on July 14, 2026. Following its review, the Commission voted to recommend the City Council accept the proposed public art donation.

Fiscal Impact: Acceptance of the proposed artwork does not require expenditure of Public Art Fund resources for fabrication of the sculpture or associated site improvements. The stakeholder team proposes to raise private funds through County Park Friends to fund the sculpture, engineering, permitting, site improvements, installation, and three conservation treatments. Upon successful fundraising and execution of a future agreement, those funds would be provided to the City to implement the artwork, including fabrication, site improvements, installation, and maintenance.

Should the artwork be accepted by the City Council, staff time would be required for agreement administration, procurement, permitting, engineering review, legal agreements, installation oversight, and long term maintenance of the artwork.

Attachments:

1. Application: To Honor the Women of the Water
2. Noticing Postcard

Alignment with 2025-2029 Strategic Plan Priority: Economic Opportunity; Healthy Families, Community, and Environment; Sustainable Infrastructure

Report Prepared By: Nikki Bryant, Community Services & Recreation Director

Reviewed By: Julia Gautho, City Clerk, Chloé Woodmansee, Assistant to the City Manager

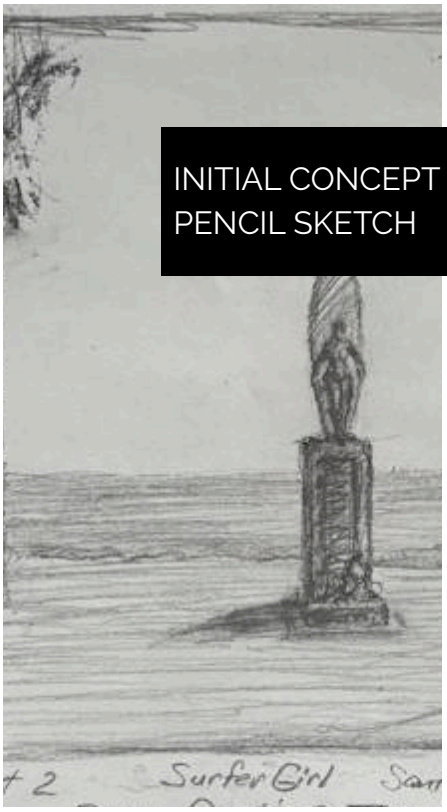
Approved By: Jessica Kahn, Public Works Director

TO HONOR THE WOMEN OF THE WATER

Prepared for the Capitola Art and Cultural Commission

Santa Cruz County is widely recognized as the **birthplace of surfing** on the mainland United States. In 1885, three young Hawaiian princes introduced the sport to the Mainland by riding waves on redwood boards at the mouth of the San Lorenzo River, igniting a legacy that has defined this coastline for over 140 years. Surfing is deeply woven into our cultural fabric and economy.

For more than 30 years, the iconic bronze statue **"To Honor Surfing"** has stood sentinel on West Cliff Drive, overlooking the legendary surf breaks of Steamer Lane and symbolizing this enduring heritage.



INITIAL CONCEPT PENCIL SKETCH

Now, we are bringing balance and completeness to this tribute with a companion female surfer statue on the Capitola Esplanade, titled **"To Honor the Women of the Water**".

Like her male counterpart, she is not a depiction of any one individual—she stands as an archetype, representing all women who embrace the ocean.

Mirroring the original in pose, stature, and artistic vision, she will be bronzed in a wetsuit (a nod to modern practicality and the evolution of surfing).

She will gaze stoically out over the ocean — timeless, resolute, and enduring in her presence. **She will be only the third known female surf statue in the world** – making her not only an icon of our county, but a statement to the global ocean community.

While rooted in surfing, "Honoring the Women of the Water" celebrates a broader community: the trailblazing women who surf, paddleboard, boat, swim, bodyboard, outrigger canoe, and simply love the ocean. It recognizes their strength, grace, and contributions across all water pursuits, expanding the legacy to include every woman who finds joy, challenge, and connection in our waves and waters.

WHY CAPITOLA

The Capitola Esplanade is one of the most visited and beloved coastal destinations in California — a place where locals and visitors from around the world gather to be near the water. Her visibility here will be extraordinary

ROOTED IN SURFING... CELEBRATING THE COMMUNITY WHO SIMPLY LOVE THE OCEAN

The Women on Waves surf contest is held annually right here at Capitola. Year after year, this contest celebrates exactly the women this statue honors. She will not simply overlook a surf break. She will stand in permanent tribute above a living, annual celebration of women in the ocean.

Each summer, hundreds of children arrive on the beach below the Capitola Esplanade for Junior Guards learning to read the waves, respect the ocean, and find their courage in the water. They will do all of that with her looking on. For the young women among them especially, she will be part of the landscape of becoming — a bronze figure in a wetsuit, board in hand, gazing out at the same water they are learning to love. Before they can name what she represents, they will feel it: that the ocean belongs to them too.

And in August 2025, **Capitola's surf breaks were officially welcomed into the Santa Cruz World Surfing Reserve,** a designation recognizing the quality of Capitola's waves, the community's stewardship, and its vibrant surfing heritage. The Reserve now spans three jurisdictions: the City of Santa Cruz, Santa Cruz County, and the City of Capitola.

Surfing isn't just about culture, it's about economy. The Save the Waves Coalition estimates the surf economy in Santa Cruz County generates nearly **$194 million annually**.

**Like her counterpart on West Cliff Drive,
she will become such a part of our daily lives.
We will ride by her,
celebrate around her, and play in the ocean near her.
She will watch us surf, gaze at sunrises and sunsets over the
Monterey Bay, and stand as a constant
quiet presence through every season and tide.**

**Let's build symmetry across our cliffs,
honor the women of the water, past present and future, and
add to the timeless story of our ocean community.**

**This is a once-in-a-generation opportunity to create Santa
Cruz's County's newest legacy and the next icon of Capitola .**

DESIGN TEAM

The statue is being crafted by the same renowned artists as the original, **Brian W. Curtis and Thomas Marsh**, ensuring seamless continuity between the two. **Alison Hobbs** is the project's lead designer while legendary Santa Cruz shaper **Bob Pearson** (Pearson Arrow Surfboards) is designing the board.

ADVISORY COUNCIL

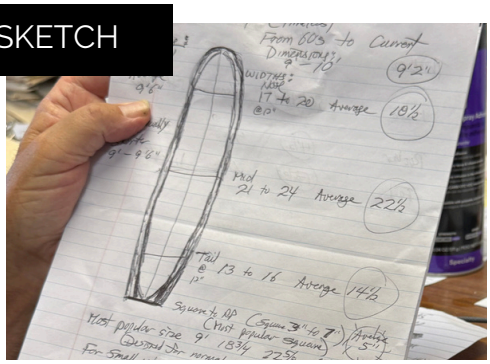
Kari Lochhead — Project Founder
Hillary Bryant — Former Mayor, City of Santa Cruz
Shaun Burns — Professional Surfer, Save the Waves & Santa Cruz World Surfing Reserve
Nicole Fisher — Photographer & Owner, Rootstock Collective
Marisol Godinez — Communications Designer & Women on Waves Contest Organizer
Frosty Hesson — Legendary Big Wave Surfer, Coach & Mentor
Alison Hobbs — Landscape Architect, Principal at Hobbs Studio & Project Lead Designer
Ashley Lloyd — Renowned Surfer & Founder, Ashley Lloyd Surfboards
Jane McKenzie — Surf Legend, Santa Cruz World Surfing Reserve Stewardship Council & Former President, Santa Cruz Longboard Union
Kaila Pearson — Surfer, Ocean Lifeguard, Marine Biologist & Biology Professor
Peter Mel — Professional Big Wave Surfer & Owner, Freeline Surf Shop
Shelby White — High School & Youth Girls Water Polo Coach, Teacher & Mentor
Alyana Zanville — Founder, Ola Chica & Women on Waves Contest Organizer

PRELIMINARY SKETCHES AND REFERENCES IMAGES

REFERENCE IMAGE

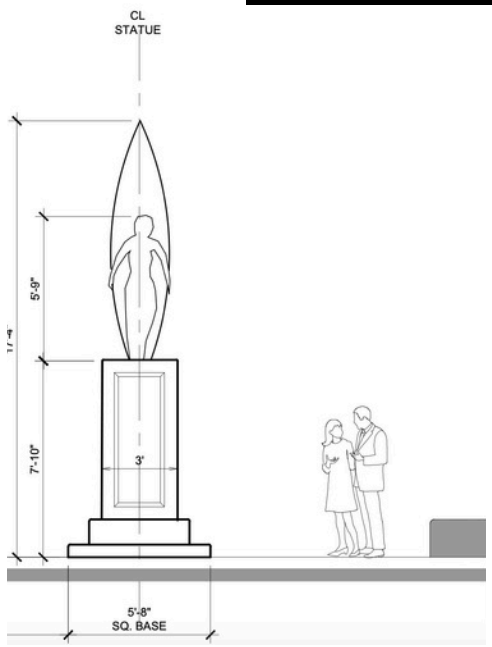


BOARD SHAPE SKETCH

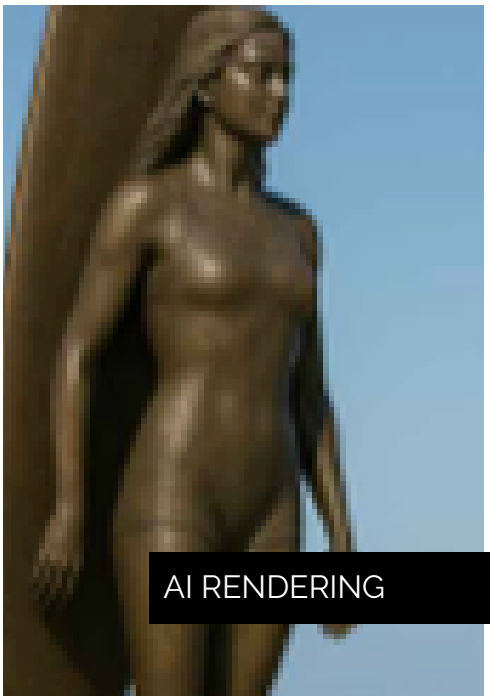


MALE SURFER STATUE









AI RENDERING

ART APPRAISAL

Based on recent estimates, the sculpture has an anticipated cost of $350,000 including artist fees, mold making, and bronze casting.

Not included in this estimate is the engineering, site work, installation or surrounding components of the overall installation (benches, hardscape, landscape, etc).

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Fundraising for the entire project will be through a campaign by County Park Friends, and will include funds for yearly maintenance and at least 3 conservation treatments.

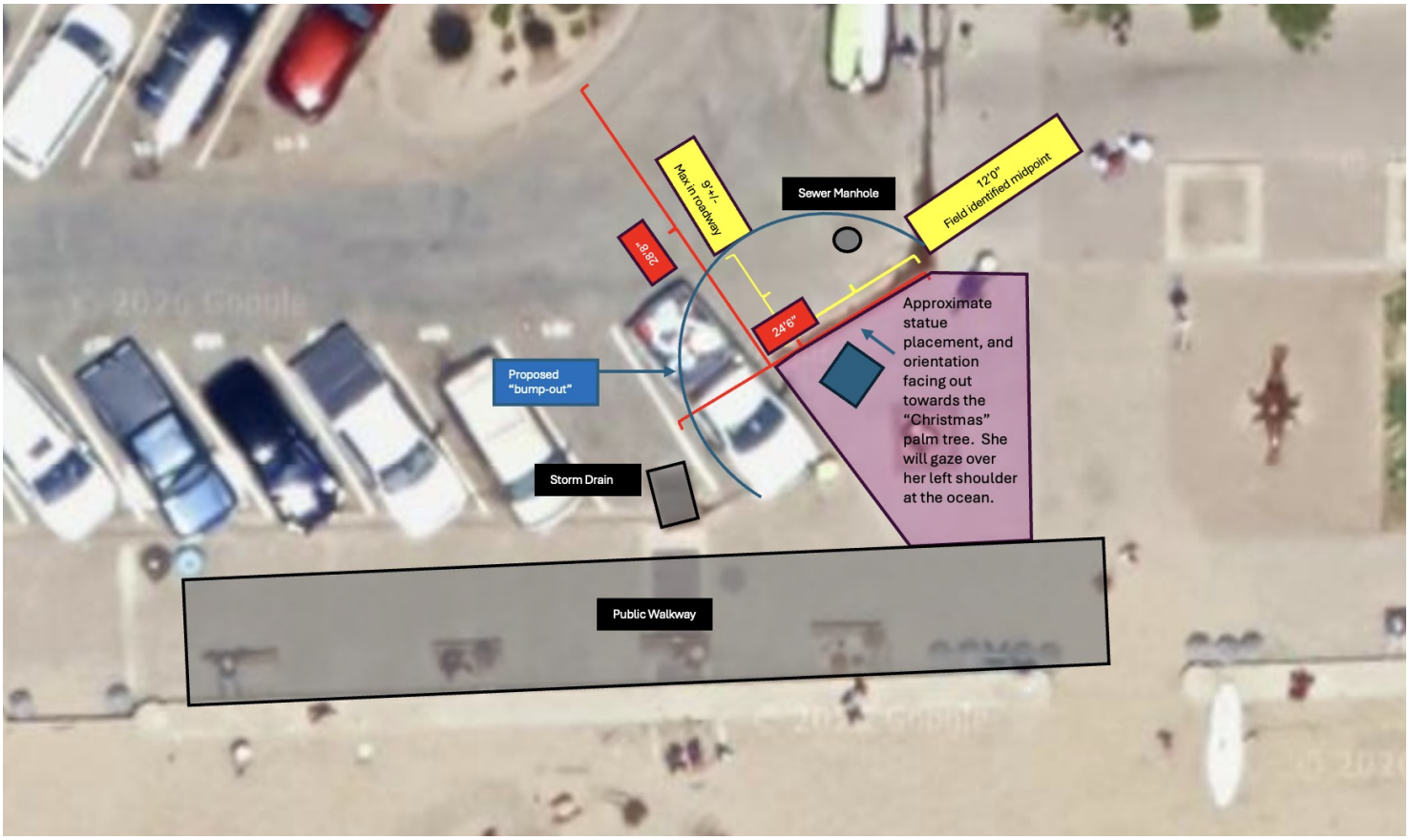
PROPOSED LOCATION

Working with the city staff, we have identified an opportunity at the entrance of Esplanade Park.

This area would allow the creation of a new space, expanding the park and keeping all current art, seating, and landscaping in place.

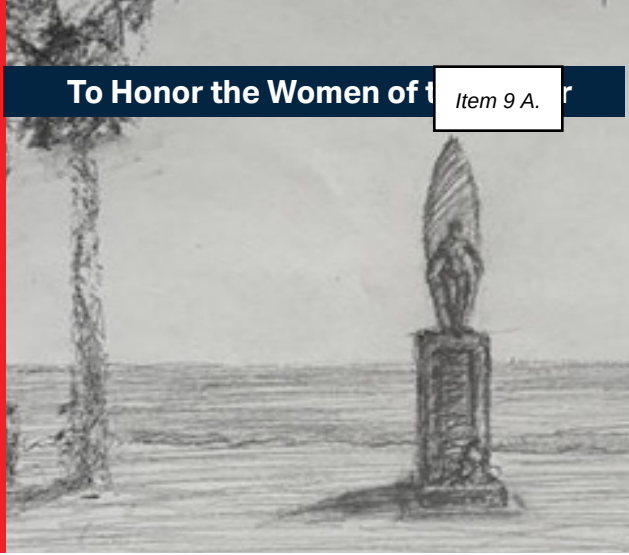
The project team will work hand in hand with the city to build out the installation components, which will include additional seating and landscaping.

The rounded “bump-out” extension is similar to the existing extension at the corner of Stockton Avenue and Esplanade where the sidewalk was expanded to include areas for benches, bike parking, and landscaping.



NOTICE

Request of Public Input



Item 9 A.

Art & Cultural Commission Meeting
July 14, 2026, 6:30 p.m.

Capitola City Council Chambers
420 Capitola Ave, Capitola, CA 95010

155

PROPOSAL FOR PUBLIC ART

The Capitola City Council and the Capitola Art & Cultural Commission would like to hear from the community about the proposed donation "To Honor the Women of the Water" statue and proposed location at Esplanade Park. The meeting will be held on July 14 at City Council Chambers and will begin at 6:30pm. The Art & Cultural Commission will review the public art donation application and provide feedback to applicant, prior to review and decision by City Council.



Proposed interim location pending future park improvements

Capitola City Council meets the second and fourth Thursdays of each month. The Capitola Art & Cultural Commission meets the second Tuesday of each

To Honor the Women of the Water: Public Art

Recommended Action

- Approve Art and Cultural Commission's recommendation for a public artwork titled "To Honor the Women of Water" and
- Direct staff to pursue a partnership with County Park Friends for a fundraising campaign to fund fabrication and installation of statue.

BACKGROUND

- City received a Public Art application for artwork titled “To Honor the Women of the Water”
- Project team has established an advisory council and fundraising plan
- Artwork concept is a woman surfer a companion to “To Honor Surfing”
- Estimated sculpture value $350,000



PRESENTATION TO THE CAPITOLA ARTS & CULTURAL COMMISSION

To Honor the *Women of the Water*

A proposal for a permanent bronze art installation on the Capitola Esplanade — the third* female surf statue in the world.

PRESENTED BY
Kari Lochhead, Project Founder

PROPOSED LOCAITON
Capitola Esplande

TARGET INSTALLATION
Fall 2027

FUNDING
100% Privately Funded

GLOBAL CONTEXT

Two exist today.
This will be the third.

1st

Dana Point, California
In honor of Joyce Hoffman
2022

2nd

Bondi Beach, Australia
In honor of Pauline Menczer
2025

3rd

Capitola, California
To Honor the Women of the Water, 2027

The first two female surf statues in the world honor champions. She honors all of us.

THE ADVISORY COUNCIL

The community ***behind her.***

Kari Lochhead
Project Founder

Shaun Burns
Professional Surfer; Save the Waves & World Surfing Reserve Coordinator

Marisol Godinez
Communications Designer; Women on Waves Contest Organizer

Alison Hobbs
Landscape Architect, Hobbs Studio; Project Lead Designer

Jane McKenzie
Surf Legend; World Surfing Reserve Stewardship Council

Peter Mel
Professional Big Wave Surfer & Owner, Freeline Surf Shop

Alyana Zanville
Founder, OlaChica; Women on Waves Contest Organizer

Hilary Bryant
Former Mayor of Santa Cruz; Community Foundation Santa Cruz County

Nicole Fisher
Photographer & Owner, Rootstock Collective

Frosty Hesson
Legendary Big Wave Surfer, Coach & Mentor

Ashley Lloyd
Surfer & Founder, Ashley Lloyd Surfboards

Kaila Pearson
Ocean Lifeguard, Marine Biologist & Biology Professor

Shelby White
Youth Girls Water Polo Coach, Teacher & Mentor

Coni Welch
Capitola resident, project stewardship

Bob Pearson
Former Pro Surfer & Owner and Board Shaper, Pearson Arrow Surfboards



THE CREATIVE TEAM

The same hands *that made the original.*

Brian W. Curtis

SCULPTOR — BASE & PEDESTAL

Co-creator of the original West Cliff statue. 3rd generation Santa Cruz Native.

Thomas Marsh

SCULPTOR — FIGURE

Renowned classical sculptor and co-creator of the original. Ensures visual continuity.

Alison Hobbs

LEAD DESIGNER — HOBBS STUDIO

Principal landscape architect responsible for the overall site design.

Bob Pearson

BOARD SHAPER — ARROW SURFBOARDS

Legendary local shaper & shaper of original board.

Tom Ralston

CONCRETE DESIGN

Foundation footing and project installation

County Park Friends

FISCAL SPONSOR —501(C)(3)

A local nonprofit administering all private donations.



Esplanade Park Enhancement & Adaptation Project

Take our survey to share your vision for Esplanade Park!

Scan the QR code or visit http://bit.ly/EsplanadePark

Purpose and Need

Esplanade Park, adjacent to Capitola Beach, is a vital gathering place for the community. In recent years, the park and adjacent seawall have been impacted during winter storm events, resulting in flooding and damage to the park.

To address these impacts and prepare for the future, the City of Capitola is developing a Coastal Access Enhancement and Adaptation Plan for Esplanade Park. This plan will identify opportunities to prepare the park for future sea level rise impacts and other coastal hazards while enhancing park usability, accessibility, and visitor experience. Community input will help shape future design alternatives and priorities for the project.

Engage at Each Step

Phase 1 Understanding Needs — Summer 2026

Phase 2 Creating a Vision — Winter 2026-2027

Phase 3 Develop a Plan — Spring 2027

- Online Survey
- Visioning Pop-ups
- Concept Design Session
- Community Workshop

Esplanade Park Costal Access Enhancement & Adaptation Plan in progress

Stakeholder outreach and Community engagement

Ready to pursue implementation funding Summer 2027



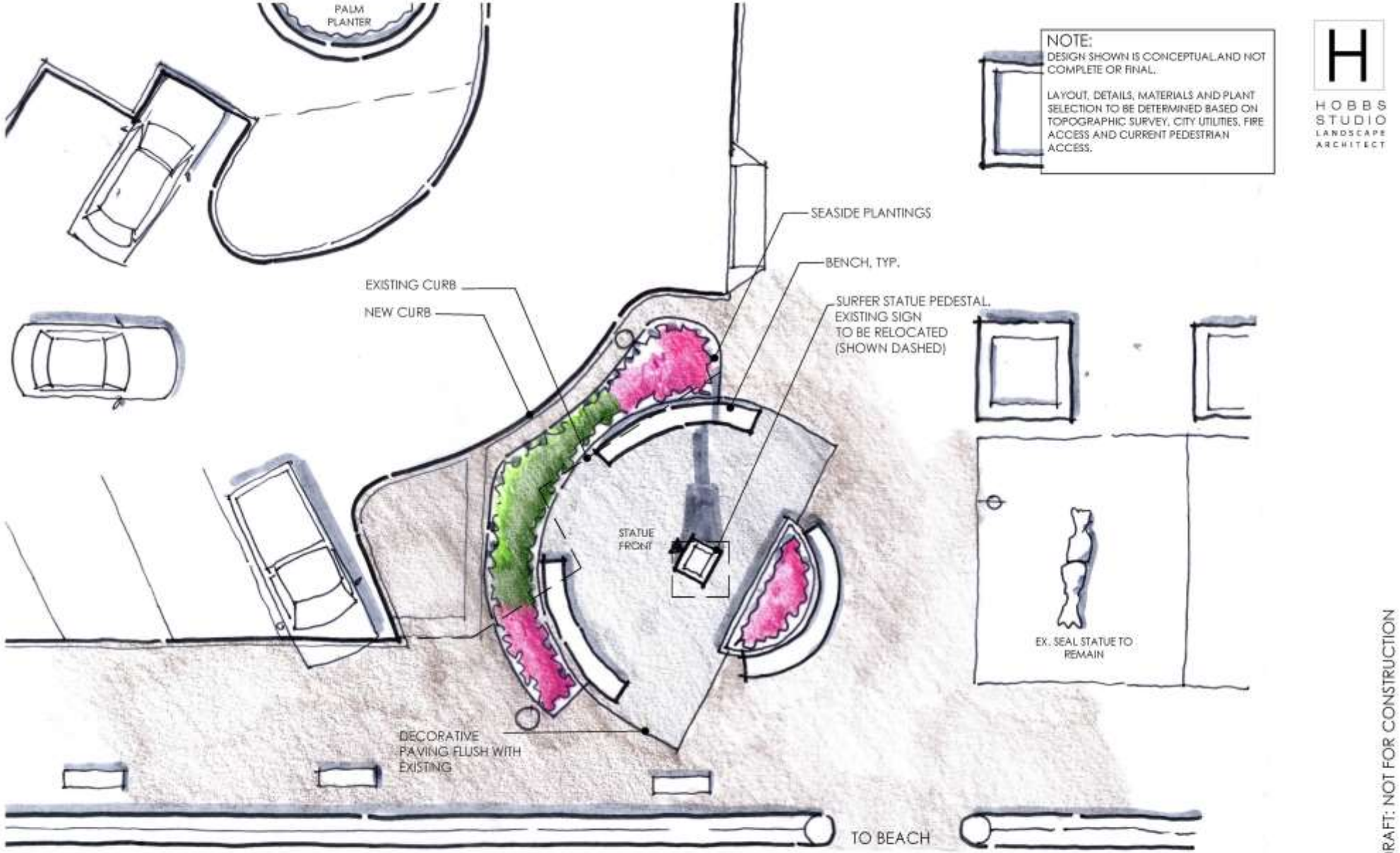
Interim Location

- Considering Esplanade's future, staff identified an interim location
- Will allow for installment within project team's fundraising plan and timeline
- Able to be modified if Park design and community engagement identifies a new location



Interim Location Modifications

- Current location is interpretative signage that needs to be replaced due to age
- Surrounding area will be modified to include space for seating around the statue



CONCEPTUAL PLAN
CAPITOLA FEMALE SURFER STATUE

0 4 8 16

JULY 22, 2026

DISCUSSION

- Art & Cultural Commission notice of Public Art mailed June 24, 2026
- Costal Development Permit notice published on July 3, 2026
- Art & Cultural Commission reviewed project on July 14, 2026, and recommends Council accept artwork



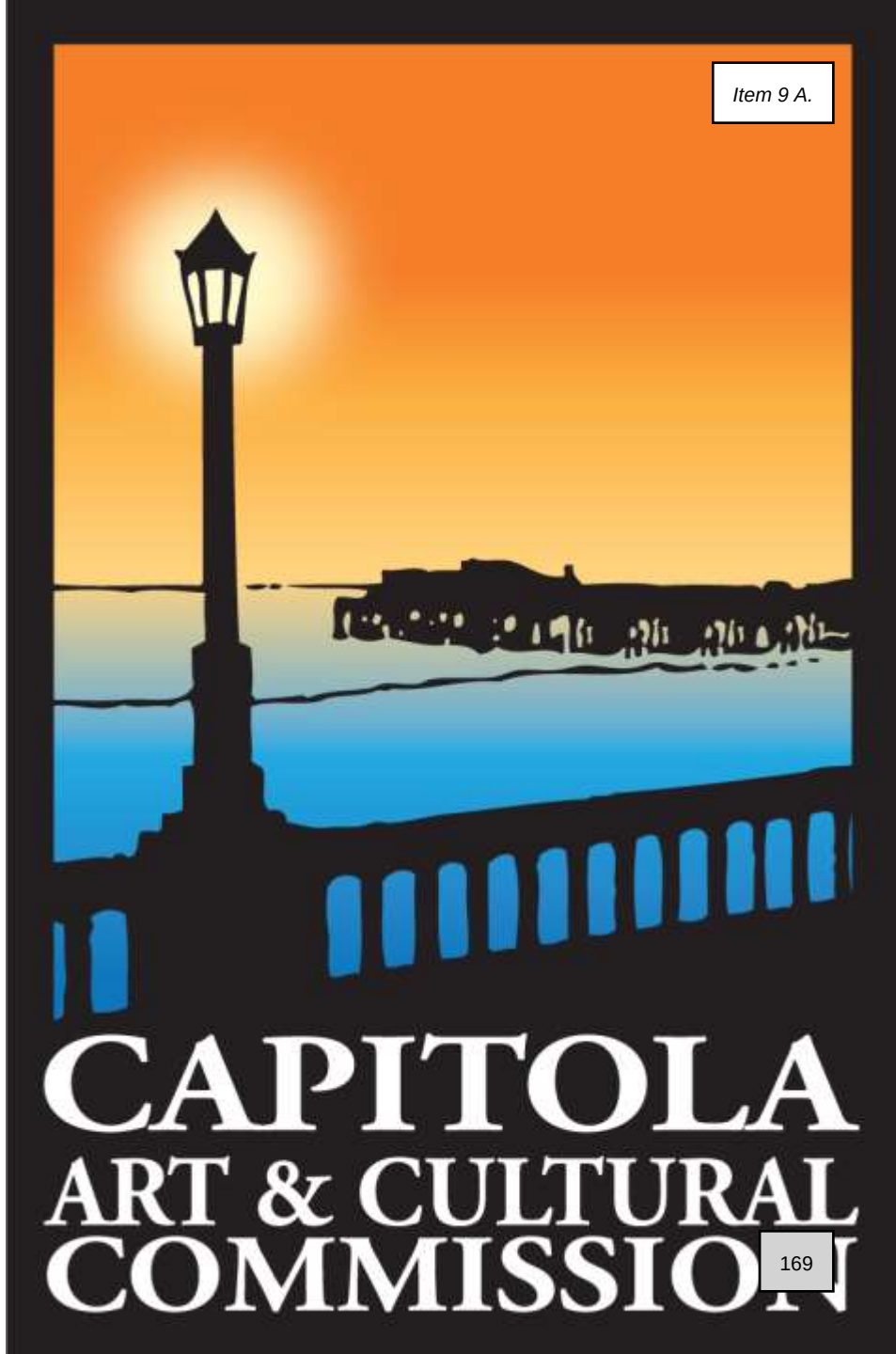
"Little girls who are not yet born will grow up seeing her the way we grew up seeing him, and they will know, from the very beginning, that the ocean belongs to them too."
– Kayla Pearson

FISCAL IMPACT

- If approved, Staff will work with County Park Friends to develop an MOU to accept tax deductible funds for artwork on behalf of the project group.
- No planned to use any Public Art Funds

RECOMMENDED ACTION

1) Approve the Art and Cultural Commission's recommendation for a public artwork titled "To Honor the Women of Water" and
2) Direct staff to pursue a partnership with County Park Friends for a fundraising campaign to fund the fabrication and installation of the statue.



Questions

Also Available
Project Lead: Kari Lochhead
Lead Designer: Alison Hobbs
Artist: Brian W. Curtis
Board Shaper: Bob Pearson



Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: City Manager Department

Subject: Fourth Public Hearing To Receive Community Input and Provide Direction to Staff Regarding the Draft Maps and Sequence of District-Based Elections & Introduction of Ordinance

Recommended Action: 1) Conduct a **time-certain duly noticed public hearing at 6:15 PM** to receive community input and provide direction to staff regarding the submitted draft maps and sequence of elections for district-based council elections; 2) Select a District Map; 3) Select the Sequencing of the District Seat(s) to be up for election in 2028, 2030, etc.; and 4) Conduct First Reading/Introduce and waive further reading of an ordinance of the City of Capitola amending Chapter 2.04 of Title 2 of the Capitola Municipal Code to provide for the election of City Council Members by four districts with an elected mayor; establish district boundaries and election order for each district; and make other amendments.

Background: On April 30, 2026, the City Council adopted Resolution No. 4482, outlining its intention to transition from at-large to district elections, specific steps it will undertake to facilitate the transition, and an estimated timeframe for doing so.

On May 14, 2026, the City Council received an informational presentation about the topic of districting. On May 28, 2026, and June 11, 2026, the City Council held public hearings, at which the public was invited to provide input regarding the composition of the districts. On June 11, 2026, the City Council provided direction to compose maps containing four districts, with a Citywide elected Mayor to serve a two-year term beginning in 2028.

On June 17, 2026, the City released three draft boundary maps on the City website for community consideration. On June 20, 2026, the City held a public outreach meeting to solicit further community input on the proposed maps. At a public hearing held on June 25, 2026, at 6:15 PM, the public was invited to provide further input regarding the content of the draft maps that had been released at least seven (7) days before the meeting.

The deadline for members of the public to submit new or revised draft district maps prior to this meeting was July 13, 2026. The purpose of this public hearing is to receive a report from the City's demographer (NDC) regarding new and revised maps, receive public input on the maps, and identify the City Council's preferred map(s) and confirm election date sequencing for inclusion in the ordinance to be potentially introduced at the July 23rd meeting, as stated in the recommendation above, and adopted on August 27, 2026. All draft maps and the accompanying population and demographic data are available on the City's website: https://www.cityofcapitola.gov/1001/District-Based-Elections

Discussion: Tonight's public hearing completes the four public hearings required by Elections Code Section 10010. At the public hearing on June 11, 2026, the City Council provided direction to draft an ordinance that would establish an elected mayor with four city council member districts. Further, the City Council also directed the ordinance be drafted so that the elected mayor would have a 2-year term and be first elected at the November 2028 general municipal election. This means that the sequencing for the election of city council members must generally follow this pattern:

2028	Elected Mayor + 1 council member
2030	Elected Mayor + 3 council members

This sequencing may be rebalanced after adoption of the ordinance pursuant to Government Code Section 34906, if the City Council so chooses. Following the public hearing on July 23rd, the City Council may select the District Map to attach to the ordinance and select the sequencing of the elections to be included in the ordinance. Once those decisions are made, the City Council may then conduct a first reading/introduce and waive further reading of the ordinance included as Attachment 1.

The second reading and adoption of the ordinance is scheduled for a final public hearing on August 27, 2026. However, if the City Council makes further changes to the district maps before the ordinance is introduced, there will need to be an additional public hearing so the seven-day map posting requirement can be satisfied. This may result in the City not meeting the August 28, 2026, deadline.

Public Outreach: The transition to districts requires significant public outreach, and staff has initiated efforts to make sure that the public is informed throughout the process.

- Staff created and maintained a dedicated webpage for district elections. The website is updated with all information, documents (like staff reports/presentations from Council meetings), and a section with meeting video footage and a brief summary of actions taken: https://www.cityofcapitola.gov/1001/District-Based-Elections
    - A subpage is available for access to the public mapping tool provided by NDC, including access to the printable PDF map for public use: https://www.cityofcapitola.gov/1006/Draw-a-Map
    - A subpage is available for access to map submissions received from the public and the demographer: https://www.cityofcapitola.gov/1009/Map-Submissions
    - The City's entire website is translatable into multiple languages, ensuring accessibility for non-English speaking residents.
    - Staff developed four frequently asked questions (FAQ) documents: one for general district questions, one specifically tailored to the discussion about number of districts and the differences between an at-large mayor and rotating mayor, one for questions received in May, and one for questions received in June.
- Staff created a dedicated email address where members of the public can submit questions, comments, or send maps: districts@cityofcapitola.gov
- Staff created a web form where members of the public can submit questions about the transition to districts. A link to the web form is available on the City's webpage: https://www.cityofcapitola.gov/1008/Submit-Questions-Comments
- Staff sent out two mailers to residences in Capitola. The mailers included information about opportunities for input, meeting dates, and how to participate in both English and Spanish.
- To date, the City has discussed the topic of districting eight times and received the following public input:
    - April 23rd City Council Meeting: 2 emails, 4 speakers
    - April 30th City Council Meeting: 8 emails, 8 speakers
    - May 14th City Council Meeting: 1 email, 3 speakers
    - May 28th City Council Meeting: 7 emails, 5 speakers
    - June 11th Public Outreach Meeting/Q&A Session: approximately 25 attendees
    - June 11th City Council Meeting: 16 emails, 7 speakers
    - June 20th Public Outreach Meeting: 6 attendees
    - June 25th City Council Meeting: 2 emails, 7 speakers

Fiscal Impact: There is no fiscal impact associated with the recommended action. However, if the Council wishes to schedule an additional public hearing to continue discussions of maps, a budget amendment will be required to amend the City's contract with NDC to allow for additional funding.

Attachments:

1. Draft Ordinance
2. Link to Maps Submitted for Consideration: https://www.cityofcapitola.gov/1009/Map-Submissions

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government

Report Prepared By: Julia Gautho, City Clerk

Reviewed By: Marc Tran, City Attorney

Approved By: Jessica Kahn, Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAPITOLA, CALIFORNIA, AMENDING CHAPTER 2.04 OF TITLE 2 OF THE CAPITOLA MUNICIPAL CODE TO PROVIDE FOR THE ELECTION OF CITY COUNCIL MEMBERS BY FOUR DISTRICTS WITH AN ELECTED MAYOR; ESTABLISH DISTRICT BOUNDARIES AND ELECTION ORDER FOR EACH DISTRICT; AND MAKE OTHER AMENDMENTS CONSISTENT WITH THE FOREGOING

WHEREAS, the City of Capitola ("City") currently elects members of the City Council using an "at-large" election system and the City Council then appoints one of its members to serve as Mayor;

WHEREAS, the City received a certified letter from a potential plaintiffs' attorney, alleging a violation of the California Voting Rights Act ("CVRA") and threatening litigation if the City declines to voluntarily change to a by district-based election system for electing members of the City Council;

WHEREAS, while the City Council denies that its at large election system violates the CVRA or any other provision of law, the City Council determined that the public interest is better served by initiating a process for transition to a district-based election system and thereby avoiding the high costs associated with defending a lawsuit under the CVRA;

WHEREAS, Government Code Section 34886, in certain circumstances, permits the City Council to adopt an ordinance changing the system of elections for members of the City Council from an "at-large" elections system to a "by district" elections system with the Mayor directly elected at-large;

WHEREAS, Elections Code Section 10010 provides a method whereby a jurisdiction can expeditiously transition to a district-based election system and thereby avoid the high cost of litigation under the CVRA if the jurisdiction complied with the "safe harbor" provisions of Elections Code Section 10010;

WHEREAS, on April 30, 2026, pursuant to Elections Code Section 10010, the City Council adopted a Resolution of Intention to transition to district based elections;

WHEREAS, pursuant to Elections Code Section 10010(a)(1), the City Council held duly noticed public hearings for the purposes of receiving public testimony regarding the transition to by district elections, including, without limitation, the composition of communities of interest on May 28, 2026, and June 11, 2026;

WHEREAS, pursuant to Elections Code Section 10010(a)(2), the City Council held duly noticed public hearings concerning the transition to by district elections, including, without limitation, the content of draft district maps and the proposed sequencing of elections on June 25, 2026, and July 23, 2026, and, further the draft maps considered at each public hearing were posted at least seven days before each respective public

hearing;

WHEREAS, at the July 23, 2026, regular meeting, at the conclusion of the duly noticed public hearing, the City Council selected and attached the district map to this Ordinance as Exhibit A ("Selected District Map"); selected the election sequence to be included in this Ordinance; and, further, introduced this Ordinance for a first reading at that time with a public hearing, second reading, and adoption scheduled to take place on August 27, 2026;

WHEREAS, throughout the foregoing process, the City engaged in public outreach and engagement required by California Elections Code Section 10010 and those applicable portions of the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions ("Fair Maps") Act;

WHEREAS, such outreach included but is not limited to, maintaining a City website dedicated to the process of transitioning from at-large elections to by district elections, regularly notifying residents of meetings and posting notices about the public hearings to discuss the districting process;

WHEREAS, in selecting the map, the City Council considered the criteria set forth in Elections Code Section 21130 of the Fair Maps Act and is adopting district boundaries in accordance with the provisions stated therein, as well as the federal Voting Rights Act, the California Voting Rights Act, the U.S. Constitution, and California Constitution;

WHEREAS, the Selected District Map meets all the requirements of state and federal law and was posted on the City's website for public consideration at least seven (7) days before the introduction of this Ordinance;

WHEREAS, on August 27, 2026, the City Council held a duly noticed public hearing concerning this Ordinance, the Selected District Map, and the transition to by district elections;

WHEREAS, pursuant to Government Code Section 34886, the change in method for electing members of the City Council is made in furtherance of the purposes of the California Voting Rights Act of 2001 (Elections Code Section 14025 *et seq*.);

WHEREAS, based upon the forgoing, the City Council now desires to adopt an ordinance changing the system of elections for members of the City Council from an at-large elections system to a by district elections system; and changing from an appointed Mayor to a Mayor directly elected at-large;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAPITOLA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council of the City Capitola finds and declares that the Recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. California Environmental Quality Act. Adoption of this Ordinance is exempt from environmental review as the adoption of this Ordinance does not qualify as a "project" pursuant to Public Resource Code Section 21065 and CEQA Guidelines Sections 15320, 15378 and 15061(b)(3) since it can be seen with certainty that there is no possibility that adoption of this Ordinance would cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Section 3. Amendment to Section 2.04.015(A). Subsection A of Section 2.04.015 of Subchapter I of Chapter 2.04 of Title 2 of the Capitola Municipal Code is hereby amended in its entirety as follows:

> Elective. The elective offices of the city of Capitola are the city council members. Beginning with the general municipal election in November 2028, the elective offices of the city of Capitola shall include the mayor.

Section 4. New Section 2.04.105. Section 2.04.105, entitled "Election of Mayor", is added to Subchapter IV of Chapter 2.04 of Title 2 of the Capitola Municipal Code is hereby added as follows:

Section 2.04.105 Election of the mayor

A. Commencing with the general municipal election in November 2028 and every 2 years thereafter, the mayor shall be elected at-large by a majority of the electors of the city of Capitola.

B. The mayor shall serve a term of two years.

Section 5. New Section 2.04.106. Section 2.04.106, entitled "Election of Mayor and city council members", is added to Subchapter IV of Chapter 2.04 of Title 2 of the Capitola Municipal Code is hereby added as follows:

Section 2.04.106 City Council elected by district.

A. Purpose.

The city council of the City of Capitola hereby declares that the change of method of electing members of this city council, hereby enacted, is being made in furtherance of the California Voting Rights Act.

B. Applicability.

This section shall only apply to the election of city councilmembers, but shall not apply to the election of the mayor. The mayor shall instead be elected pursuant to Section 2.04.106.

C. Election of city council members by district.

(1) Four city council districts are hereby established in the City of Capitola. The district boundaries and identifying number of each district shall be as provided in Section 2.04.106(D).

(2) Following the effective date of this section and upon the commencement of "by district" elections pursuant to Section 2.04.106(E), city council members, other than the mayor, shall be elected "by district" as defined by California Government Code Section 34871, or any successor statute, meaning one city council member shall be elected from each district by the voters of that district alone, and shall serve a four-year term.

(3) A city council member elected or appointed to represent a district must reside in that district and be a registered voter in that district, and any candidate for city council (other than mayor) must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued.

(4) Registered voters signing nomination papers or voting for a city council member shall be residents of the geographical area making up the district from which such city council member is to be elected.

D. Adoption and amendment of city council district boundaries.

(1) All city council members shall be elected on a by district basis from the City Council districts shown and numbered on the City Council District Map in Exhibit "A" of Ordinance No. _____ and on file in the City Clerk's Office, which is hereby adopted and incorporated herein by this reference.

(2) Pursuant to Elections Code Section 21600 et seq., the city council district boundaries described in Section 2.04.106(D)(1) shall be adjusted after each federal decennial census to ensure the districts comply with all applicable law.

E. Commencement of by district elections.

(1) The by district system of elections provided in this section shall be implemented as follows:

(i) Commencing with the general municipal election in November 2028 and every four years thereafter, the voters in district _____ shall elect city council members for full four-year terms.

(ii) Commencing with the general municipal election in

November 2030 and every four years thereafter, the voters in districts _____ shall elect city council members for full four-year terms.

(2) Notwithstanding any other provision of this section, all city council members in office at the time this section takes effect shall continue in office until the expiration of the at-large term to which they were elected.

Section 6. Amendment to Section 2.04.150. Section 2.04.150 of Subchapter I of Chapter 2.04 of Title 2 of the Capitola Municipal Code is hereby retitled and amended in its entirety as follows:

Section 2.04.150 Selection of the vice mayor.

A. Each year the city council shall select a vice mayor. During years with a general election, such selection shall be made at the meeting at which the declaration of the election results for a general municipal election is made. During years without a general election, such selection shall be made approximately one year after the prior selection.

B. The vice mayor may be replaced if at least three council members vote for the removal of the vice mayor, at a noticed city council meeting.

Section 7. Severability. The City Council hereby declares every section, paragraph, sentence, cause, and phrase of this ordinance is severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses, or phrases.

Section 8. Effective Date. This ordinance shall take effect thirty (30) days after its passage by the City Council.

Section 9. Certification. The City Clerk shall cause this ordinance to be posted and/or published in the manner required by law.

This Ordinance was introduced at the meeting of the City Council on the __ day of ____, 2026, and was adopted at a regular meeting of the City Council on the ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Margaux Morgan, Mayor

ATTEST: _____
Julia Gautho, City Clerk

APPROVED AS TO FORM:

_____
Marc Tran, City Attorney

EXHIBIT A
COUNCIL DISTRICT MAP

TRANSITION TO DISTRICTS PUBLIC HEARING #4

July 23, 2026, 6:15 PM

Recommended Action

1) Conduct a public hearing to discuss proposed district maps;
2) Receive community input;
3) Provide direction on which map to include in the districting ordinance + sequencing of elections

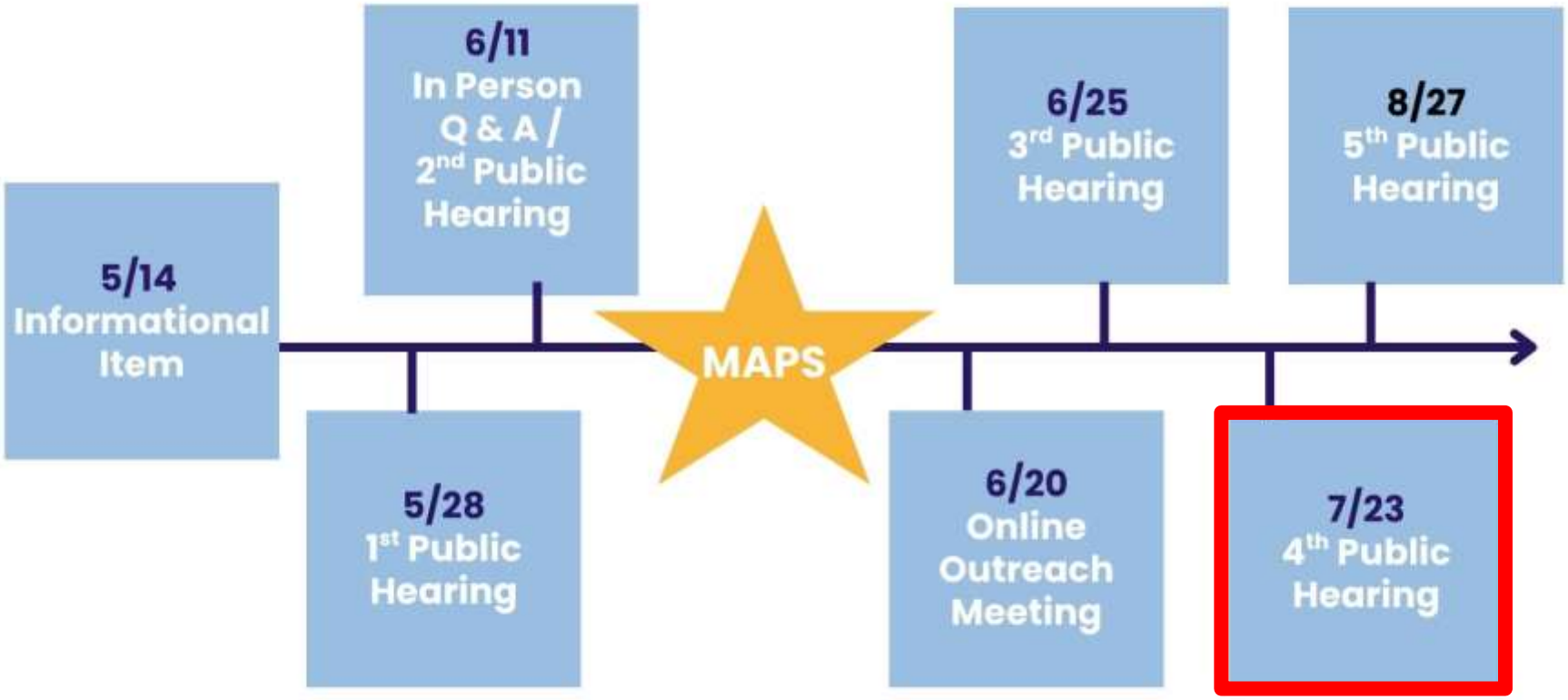
Districting Background To Date

1. City receives letter alleging violation (3/19)
2. Adopted resolution of intent (4/30)
3. Hired NDC as demographer (4/30)
4. Launched website (4/27)
    1. Q&A
    2. Mapping tool
5. Mailers (5/22 & 6/18)
6. Informational meeting (5/14)
7. First Public Hearing (5/28)
8. In Person Community Q & A + Second PH (6/11)
9. Community Outreach Meeting (6/20)
10. Second Public Hearing (6/25)

Public Outreach

- Website updates
  - General Districting Info
  - Public Mapping Tool
  - Submit Questions/Comments
  - Map Submissions
- FAQ documents – Four published to date
- Dedicated email address: districts@cityofcapitola.gov
- Direct mailers to residences of Capitola – 2 sent

Total Meeting Timeline



Public Input To Date

- Input at Council Meetings:
  - 4/23: 2 emails, 4 speakers
  - 4/30: 8 emails, 8 speakers
  - 5/14: 1 email, 3 speakers
  - 5/28: 7 emails, 5 speakers
  - 6/11: 16 emails, 7 speakers
  - 6/25: 2 emails, 7 speakers
- Public Map Submissions
  - 12* as of 7/23 (*5 not considered)
- Questions/Comments Submitted Via Form
  - 11 total as of 7/23

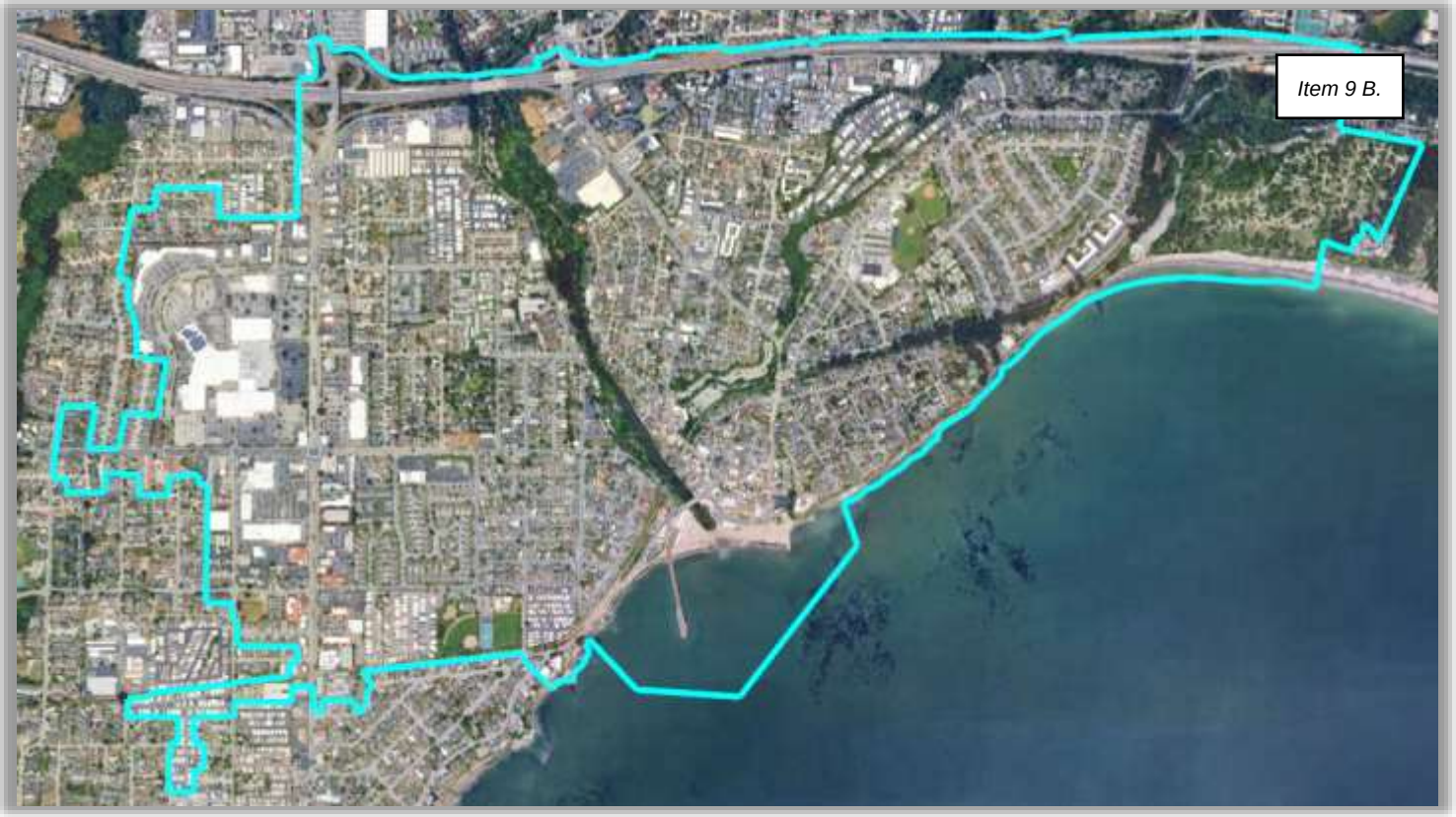
Future Projects

- Residency Procedure/Policy
- Council Vacancy Procedure/Policy
- Term Limits (voter approval needed)
- Advisory Body Vacancy Procedure

Recommended Action

1) Conduct a public hearing to discuss proposed district maps;
2) Receive community input;
3) Provide direction on which map to include in the districting ordinance + sequencing of elections

NDC
National Demographics Corporation



City of Capitola
Hearing on Draft Maps

July 23, 2026

Districting Timeline

Step	Description
Adopt Resolution April 30	Approve resolution of intention within 45 days of demand letter.
Initial Discussion May 14	Introduction to process and criteria. Discussion regarding 5 districts or 4 districts and citywide-elected Mayor.
Two Initial Hearings May 28 & June 11	Held prior to release of draft maps. Education and to solicit input on the composition of districts.
Community Forum Saturday, June 20, 11am	Webinar to discuss the process, review the initial draft maps, discuss the public mapping tools, and answer any questions from residents.
Two hearings on draft maps June 25 & **July 23**	Two meetings to discuss and revise the draft maps and to discuss the election sequence. July 13 is the deadline to submit maps for consideration on July 23. Maps for July 23 will be posted on or before June 15. **Possible map selection and ordinance introduction July 23.**
Map adoption August 27	Map adopted via ordinance or resolution. Final map must be posted at least 7 days prior to adoption. Map must be adopted within 120 days of Resolution of Intention (August 28).

Districting Rules and Goals

1. Federal Laws

Equal Population

Federal Voting Rights Act

No Racial Gerrymandering



2. California Criteria

In prioritized order:

1. **Geographically contiguous**
2. **Avoid division of neighborhoods and "communities of interest"**
   (Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
   (Do not bypass one group of people to get to a more distant group of people)

2. California Prohibition

"Shall not adopt election district boundaries for the purpose of favoring or discriminating against an incumbent, political candidate, or political party."

3. Other Traditional Redistricting Principles

Future population growth

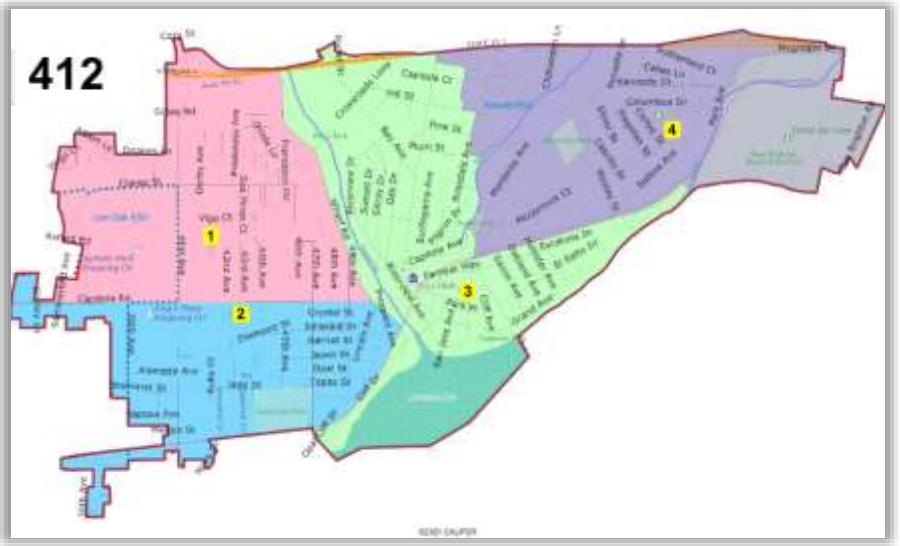
Identified Neighborhoods

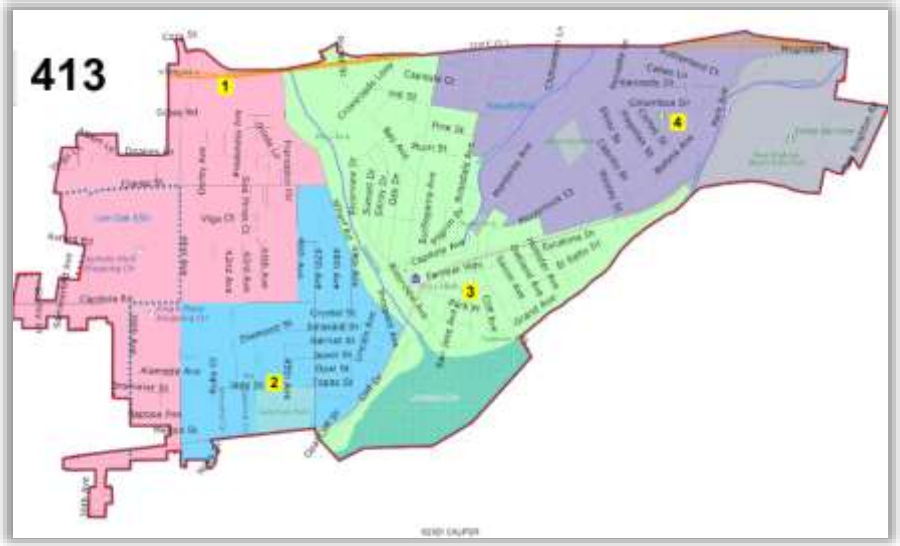
- Jewel Box
- Jewel Box Extended
- Tool Box
- Village
- Upper Village
- West Capitola
- Depot Hill
- Cliffwood Heights
- North River
- Riverview Terrace
- Castle Mobile Estates
- All 6 Mobile Home Parks

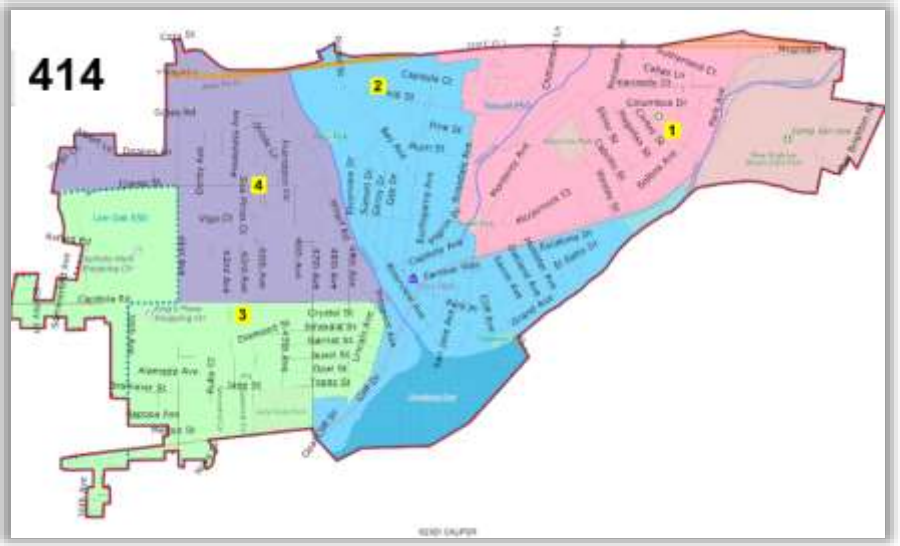
Boundaries are all available as overlays on the interactive review map.

Primary "T Center" Options

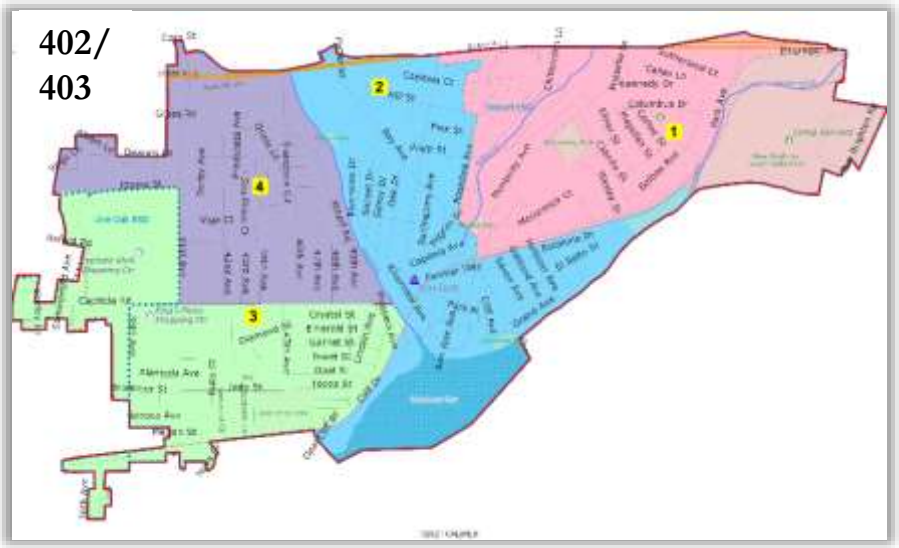


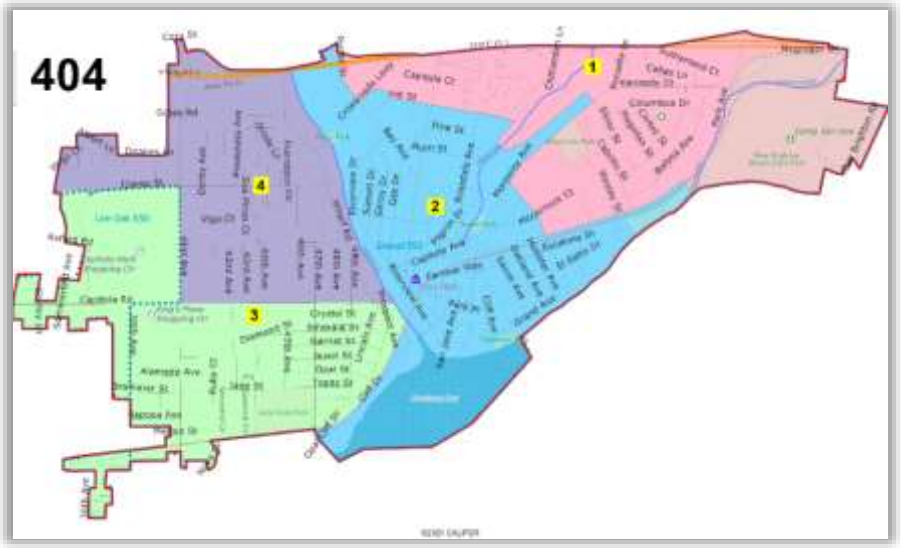






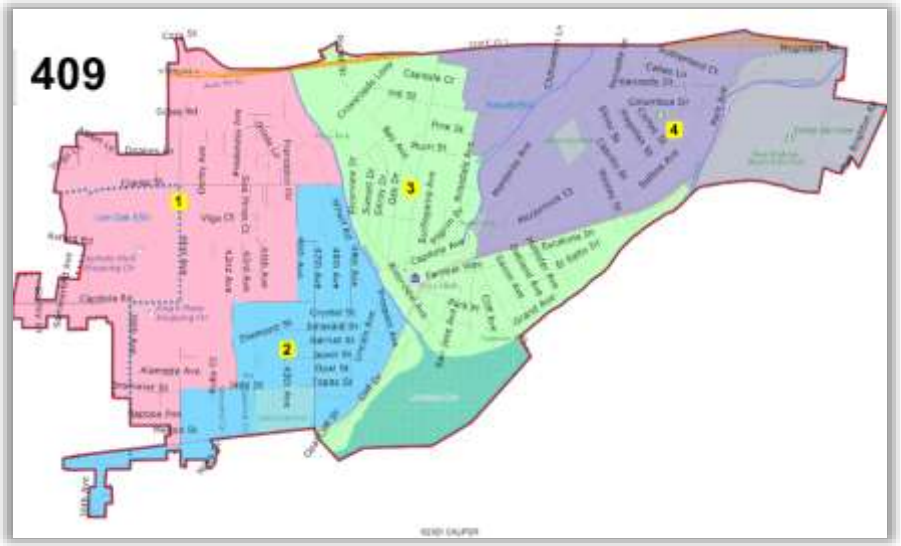
Other "T Center" Options

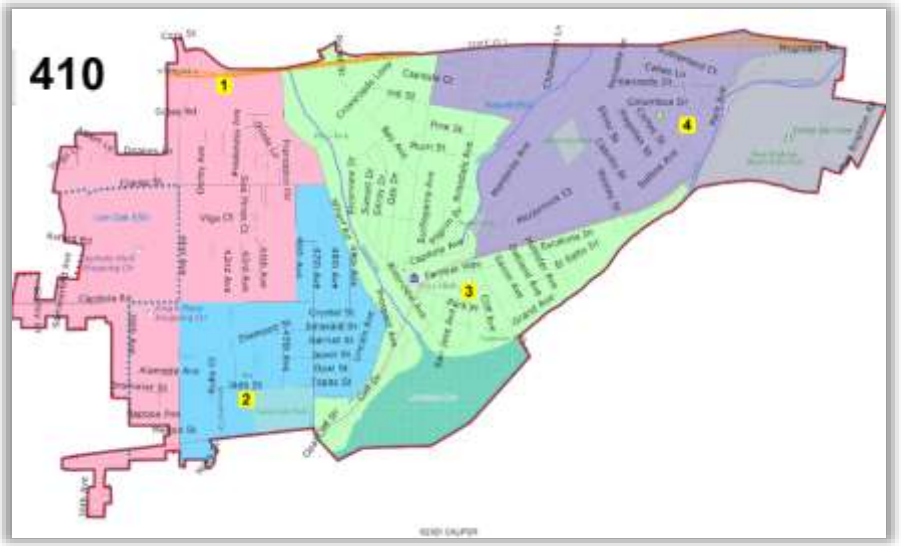


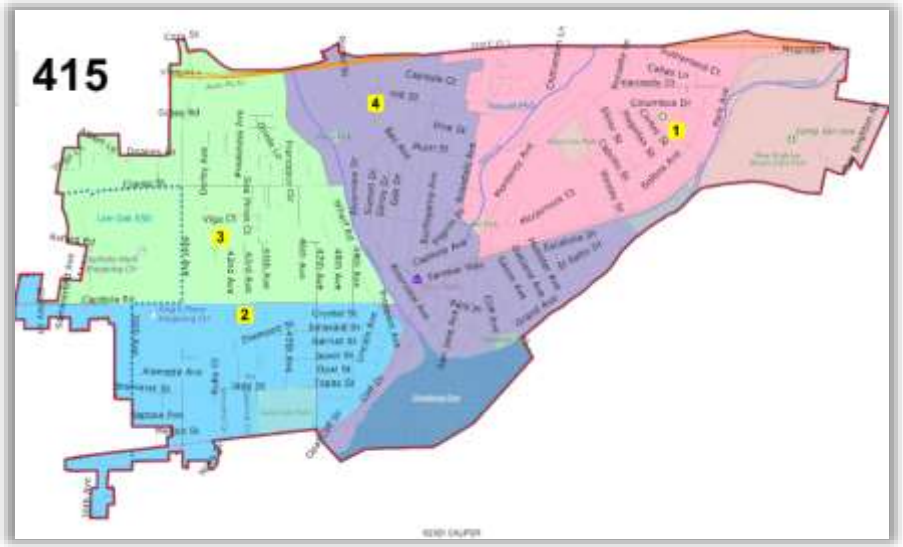




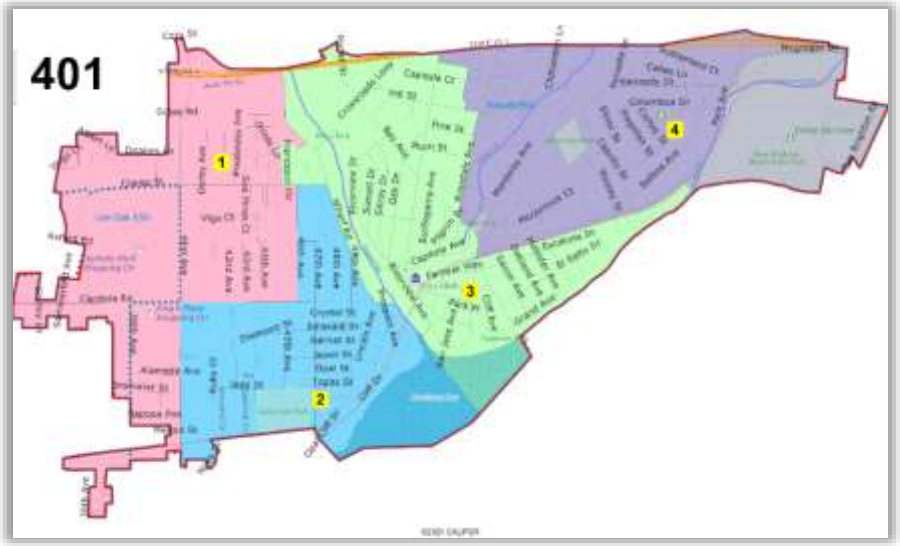
Other "T Center" Options

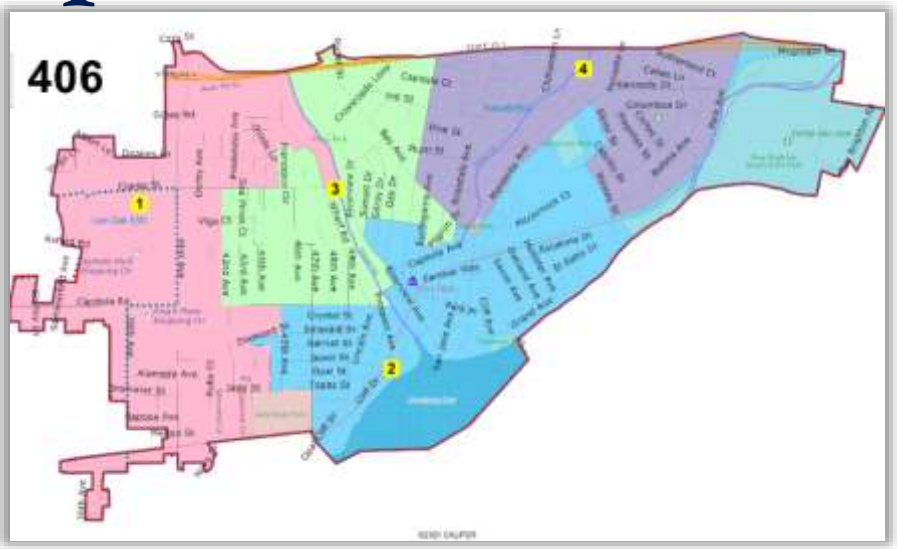


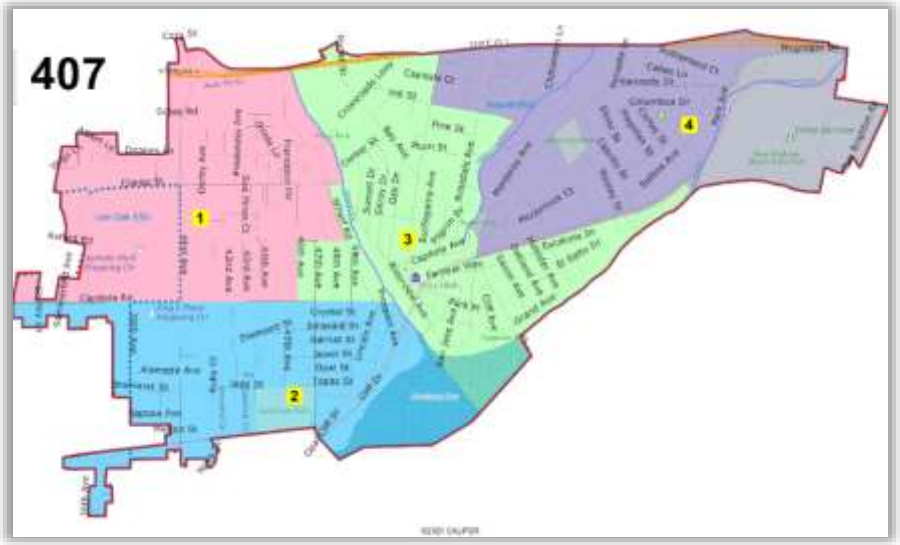


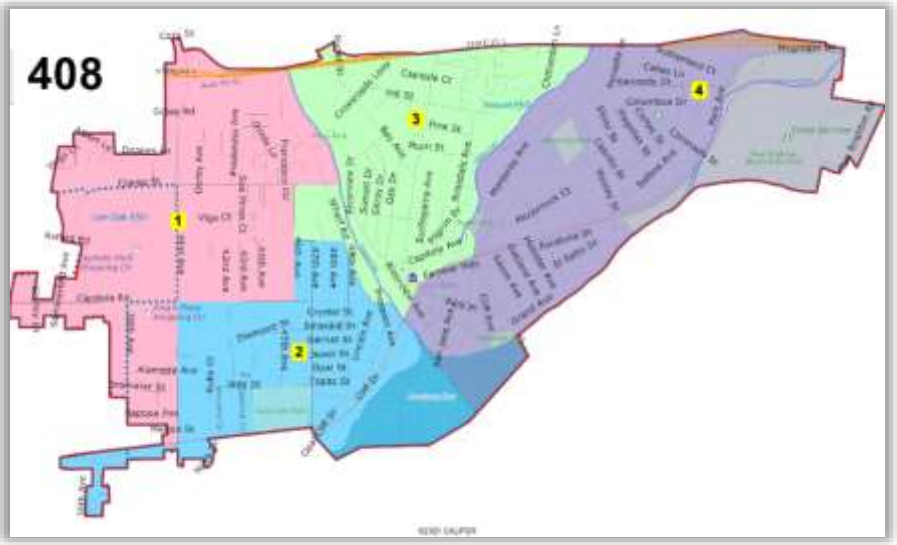


Other Options

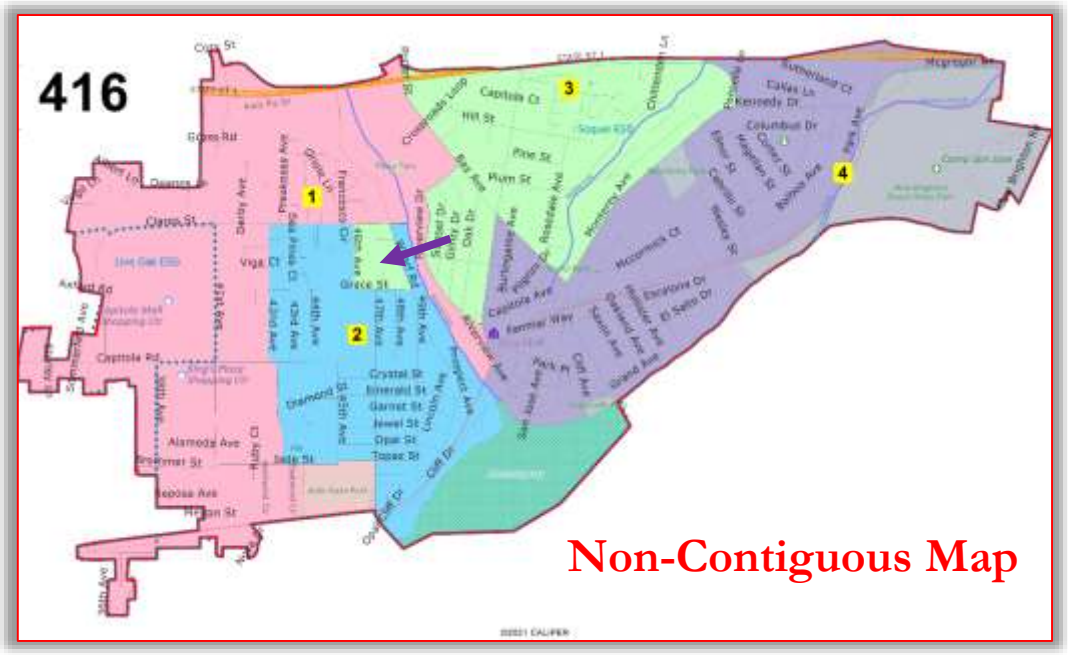








Non-Contiguous Map



Current Census Block geography make this submitter's proposed map non-contiguous due to the long vertical Census Blocks on both sides of Soquel Creek.

But if the City assists the Census Bureau with drawing more logical Census Blocks something similar could work in 2031.

Socio-Economic Summary

	HH Income: under $75k	HH Income $75-200k	HH Income $200k+	Majority Renters *	Majority Owner-Occupied	Multi-Family Home	Bachel or High Degree	50+
401	31-32%	34 - 45%	20-23%	1 @ 60%	53%, 57%, 62%	38%, 39%, 40%, 49%	40%, 47%, 51%, 55%	27%, 31%, 35%, 39%
402/403	31-32%	35 - 43%	18 - 24%	1 @ 60%	54%, 57%, 60%	38%, 38%, 39%, 54%	40%, 47%, 51%, 55%	28%, 28%, 35%, 42%
404	31-32%	35 - 41%	18 - 24%	1 @ 59%	54%, 56%, 60%	37%, 38%, 40%, 54%	40%, 47%, 51%, 55%	28%, 28%, 37%, 40%
405	30-33%	35 - 43%	18 - 24%	1 @ 58%	61%	36%, 37%, 40%, 55%	39%, 44%, 47%, 62%	28%, 28%, 37%, 39%
406	28 - 34%	33 - 46%	16 - 25%	2 @ 55% & 58%	57%, 66%	32%, 38%, 45%, 49%	44%, 44%, 46%, 58%	28%, 32%, 36%, 36%
407	30 - 33%	35 - 43%	17 - 24%	1 @ 62%	57%, 57%, 61%	38%, 38%, 43%, 49%	39%, 43%, 48%, 61%	28%, 29%, 35%, 39%
408	25%, 31%, 31%, 37%	32%, 34% , 44%, 50%	19 - 23%	2@ 52% & 59%	56%, 62%	36%, 41%, 44%, 45%	40%, 47%, 51%, 55%	26-42%
409	30 - 32%	34 - 43%	19 - 24%	1 @ 60%	53%, 57%, 61%	38%, 39%, 41%, 48%	41%, 43%, 45%, 64%	27%, 30%, 35%, 42%
410	30 - 32%	34 - 43%	19 - 24%	1 @ 59%	51%, 57%, 63%	38%, 38%, 40%, 51%	40%, 44%, 43%, 63%	27%, 30%, 35%, 41%
411	30 - 32%	35 - 43%	18 - 24%	1 @ 59%	54%, 57%, 60%	38%, 38%, 39%, 53%	39%, 43%, 46%, 63%	28%, 28%, 35%, 41%
412	30 - 32%	35 - 43%	18 - 24%	1 @ 59%	54%, 57%, 60%	38%, 38%, 39%, 53%	39%, 43%, 46%, 63%	28%, 28%, 35%, 41%
413	30 - 32%	35 - 44%	19 - 25%	1 @ 60%	51%, 57%, 60%	38%, 38%, 39%, 51%	40%, 44%, 46%, 63%	27%, 30%, 35%, 41%
414	30 - 32%	35 - 43%	18 - 24%	1 @ 59%	54%, 57%, 60%	37%, 38%, 39%, 54%	39%, 43%, 47%, 63%	28%, 28%, 35%, 41%
415	30 - 32%	35 - 44%	18 - 24%	1 @ 59%	54%, 57%, 60%	37%, 38%, 39%, 54%	39%, 43%, 46%, 63%	28%, 28%, 35%, 41%
Citywide	30%	39%	21%	48%	52%	41%	48%	33%

"HH" = Household

*: Depot Hill appears high in renters because 2nd homes are not counted in the owner / renter math.

Blue indicates the "Primary 'T Center' Options"

Neighborhoods Summary

	411	412	413	414
Jewel Box				
Jewel Box Extended			Split at 41st Ave	
Tool Box			Split at 46th & Clares St	Split at 41st & Clares St
Village				
Upper Village				
West Capitola	Split at Capitola Rd	Split at Capitola Rd		Split at Clares St
Depot Hill				
Cliffwood Heights			West end is split off	
North River				
Riverview Terrace				
Castle Mobile Estates				
All 6 Mobile Home Parks	Turner Lane Divided	Turner Lane Small Split		Turner Lane Divided; Surf & Sand Divided

Blanks indicate neighborhood is undivided in that map. Similar breakdowns can be seen by looking at the overlays on the interactive review map.

Election Sequencing

- Current election cycle: 2 elected in 2028, 3 in 2030
- New election cycle: 1 in 2028, 3 in 2030 (plus Mayor every 2 years)
- Statutory Requirements:

  "10010(b) In determining the final sequence . . . the governing body shall give special consideration to the purposes of the California Voting Rights Act of 2001 . . . and it shall take into account the preferences expressed by members of the districts."

  - In Capitola, there are no districts in any map where sequencing might impact "the purposes of the CVRA."
- Initially Proposed Sequence:
  - The original proposed election sequence for all 4-district maps (posted solely to meet the statutory requirement of listing a proposed sequence with each draft map) was Districts 1 and 3 in 2028, and Districts 2 and 4 in 2030.
  - As anticipated, and with the Council's decision to elect the Mayor in 2028, the election sequence must be revised. That will occur after a map is selected.

Election Sequencing

- Respecting the will of the voters:
  - When it does not conflict with statute, tradition is to respect the voters by leaving re-election decisions up to the voters whenever possible.
  - This translates into assigning a district that contains only one Councilmember, when that Councilmember has not publicly declared a plan to not run again, to the same election cycle as the end of the Councilmember's current term.
  - With the move to a citywide-elected Mayor, two Councilmembers must be combined into one district (there are five Councilmembers and four districts).
  - Council must select one district to elect in 2028. Traditionally, but not by requirement, it would be one of the two (or the one, if they are paired) districts with a 2028-cycle Councilmember.
  - After a map is selected, Staff will share which Councilmembers reside in which districts in that map.

Recommended Actions Tonight

1. Receive initial presentation and hold public hearing
2. Select a map
3. Staff facilitate discussion of Council locations in, and sequencing options for, the selected map
4. Select which district will be up in 2028
   (the other three will be up for election in 2030)
5. Fill in the election sequence blanks in the ordinance and attach the selected map
6. Vote on whether to formally introduce the ordinance

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Public Works Department

Subject: Bay Avenue Corridor Safety Improvement Priorities

Recommended Action: Receive an update regarding Bay Avenue corridor safety improvements, including proposed pedestrian, bicycle, and roadway safety enhancements; review available and pending funding opportunities; and provide direction regarding implementation priorities and advancement of design.

Background: Bay Avenue is one of Capitola's primary transportation corridors, providing regional access between State Route 1, Capitola Village, adjacent commercial areas, and surrounding residential neighborhoods. The corridor accommodates high volumes of vehicle, pedestrian, and bicycle traffic and has been the focus of several recent transportation planning efforts.

On May 14, 2026, following additional community outreach and public input, the City Council directed staff not to proceed with the previously proposed roundabouts at the Bay Avenue/Hill Street and Bay Avenue/Capitola Avenue intersections. Instead, Council directed staff to return with a package of alternative safety improvements, including enhanced lighting, improved pedestrian visibility, upgraded pavement markings, and evaluation of a new pedestrian crossing near Center Street.

Since that meeting, the City adopted its Local Roadway Safety Plan (LRSP), which identifies Bay Avenue as one of the City's highest-priority safety corridors and provides a framework for implementing proven safety countermeasures. The City also applied for federal funding from the Safe Streets and Roads for All (SS4A) Implementation Grant for Bay Avenue improvements and other priority safety projects throughout the City. Grant award announcements are anticipated this fall. In addition, the City has been awarded $250,000 in Community Project Funding, secured through Congressman Jimmy Panetta's office to support construction of improvements along Bay Avenue. Staff is currently awaiting final federal grant administration before those funds can be obligated.

This report summarizes potential safety improvements consistent with Council direction, the adopted LRSP, and available funding opportunities.

Discussion: Consistent with Council direction, staff evaluated a package of safety improvements intended to enhance pedestrian, bicycle, and vehicle safety along the Bay Avenue corridor while maintaining the existing roadway configuration. The proposed improvements build upon recommendations from the Bay Avenue Corridor Study, the adopted Local Roadway Safety Plan (LRSP), and the City's pending Safe Streets and Roads for All (SS4A) Implementation Grant application.

The Bay Avenue corridor has consistently been identified as one of the City's highest-priority transportation safety corridors. The corridor study, LRSP, and SS4A application all identified recurring safety concerns involving pedestrians, bicyclists, visibility, and turning movements at several intersections and recommended implementation of enhanced crossings, upgraded lighting, improved signing and striping, and other proven safety countermeasures. While the Council previously elected not to pursue roundabouts, many of these lower-cost safety improvements remain appropriate and can be implemented independently.

Traditional street lighting typically requires coordination with PG&E, new electrical service, trenching, and associated utility costs, which can increase both project cost and implementation time. To evaluate alternatives, staff contacted several manufacturers of solar-powered pedestrian lighting systems to obtain preliminary budget estimates and develop conceptual lighting layouts for key Bay Avenue intersections. Solar lighting has been successfully implemented in many jurisdictions and can provide enhanced nighttime visibility while avoiding new utility service connections and reducing construction complexity.

Bay Avenue & Center Street Pedestrian Crossing: On May 14, 2026, Council specifically requested that staff evaluate the feasibility of a new pedestrian crossing near Center Street. This location provides improved access between the Bay Avenue Senior Apartments, nearby commercial businesses, transit stops, and surrounding neighborhoods, while addressing the relatively long distance between existing pedestrian crossing opportunities.

The proposed improvements would include:

- High-visibility raised crosswalk
- ADA-compliant curb ramps
- Curb extensions
- Pedestrian refuge median
- Solar pedestrian lighting
- Enhanced warning signs
- Pavement marking upgrades
- Associated drainage and roadway improvements

The proposed crossing would be located on the north side of the intersection. This location minimizes the loss of on-street parking, avoids direct impacts to adjacent residential properties, preserves northbound left-turns onto Center Street, and provides sufficient width for a hardscape pedestrian refuge within the existing roadway.

Construction of the crossing would require removal of the existing right-turn slip lane and result in the loss of one on-street parking space. Because this would establish an entirely new pedestrian crossing, staff recommends constructing the improvement as a complete project rather than in phases. Completing the full project at one time will maximize the intended safety benefits while avoiding unnecessary reconstruction and additional construction costs.

The preliminary construction cost is estimated at approximately $300,000 to $350,000.



Figure 1. Existing Conditions at Bay Avenue & Center Street

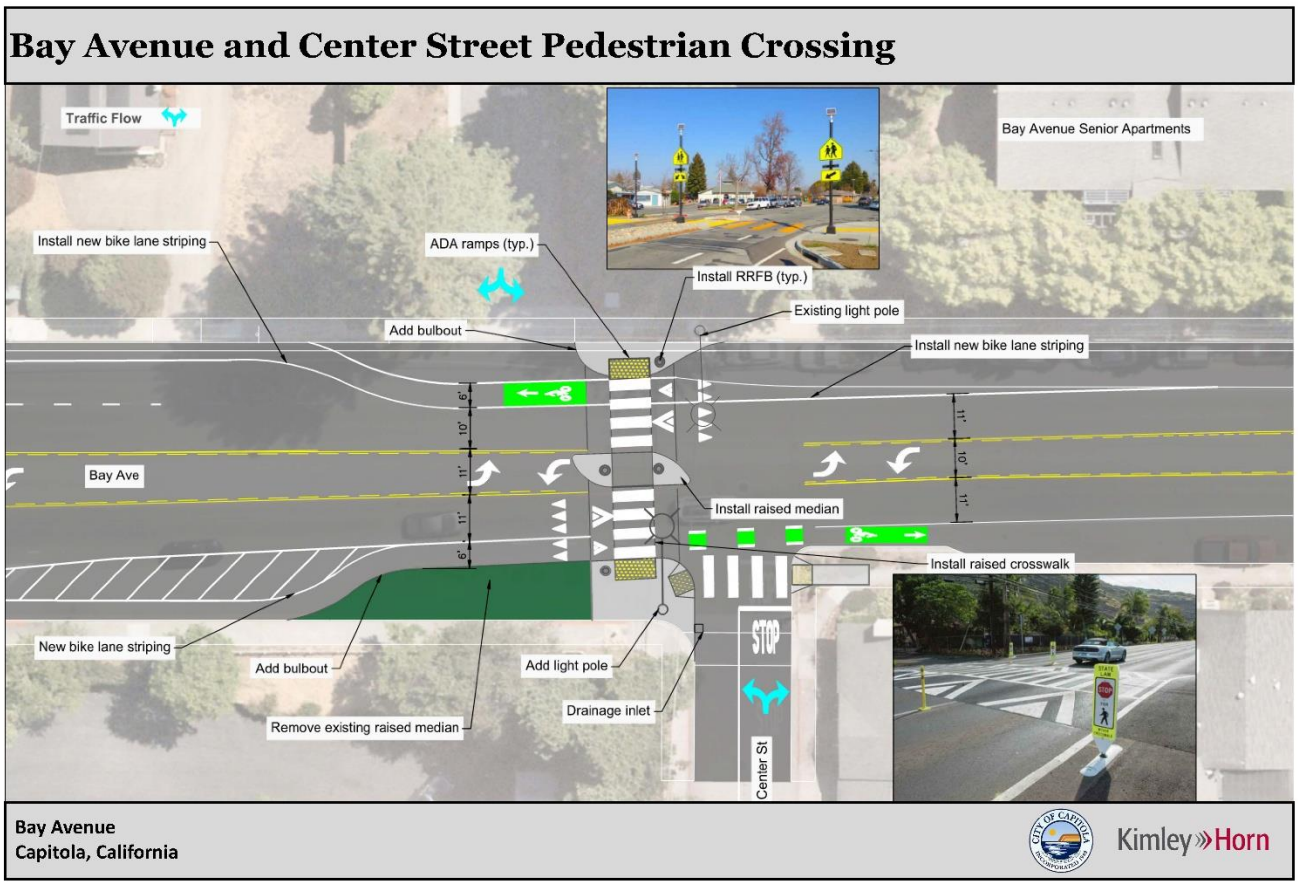


Figure 2. Conceptual Bay Avenue & Center Street Pedestrian Crossing

Bay Avenue & Hill Street Safety Improvements: The intersection of Bay Avenue and Hill Street remains one of the City's highest-profile intersections due to its proximity to Highway 1, Nob Hill Foods, the Rispin Bridge, the Bay Avenue Senior Apartments, and Capitola Village. Several interim improvements have already been completed; however, opportunities remain to further improve visibility and pedestrian safety.

Completed improvements include:

- Reflective pavement markings;
- Enhanced flashing stop signs;
- Reflective delineation improvements; and
- Pedestrian crossing flag stations funded through a community grant and sponsored by Bay Avenue Senior Housing.

Potential future improvements include replacing the existing flashing stop signs with permanent flashing stop sign assemblies. The current assemblies were installed as part of the temporary quick-build project. Permanent installations would provide greater durability, improved long-term reliability, enhanced visibility, and reduced maintenance requirements while maintaining the same safety benefit.

Staff worked with a solar lighting manufacturer to develop a conceptual layout for installation of two solar-powered pedestrian light poles within the existing pedestrian refuge medians on opposite sides of the intersection. Based on preliminary vendor estimates, the cost of these improvements is approximately $30,000 to $40,000. The proposed lighting would substantially improve nighttime pedestrian visibility while avoiding the need for trenching and new electrical service.

Estimated cost:

- Permanent flashing stop sign assemblies: $15,000–20,000

- Two solar pedestrian light poles: $30,000–40,000



Figure 3. Conceptual Solar Pedestrian Lighting – Bay Avenue & Hill Street

Bay Avenue & Capitola Avenue Safety Improvements: The Bay Avenue and Capitola Avenue intersection serves as a primary gateway to Capitola Village and experiences high pedestrian, bicycle, and vehicle activity throughout the year.

Potential improvements include:

- Three solar-powered pedestrian light poles
- Enhanced pedestrian warning signs
- High-visibility pavement markings
- Bicycle conflict-area striping
- Signing upgrades

Estimated costs:

- Solar lighting: $45,000–50,000
- Bicycle conflict-area striping and pavement marking upgrades: Approximately $20,000

The LRSP also identifies pedestrian refuge islands as a potential countermeasure where longer crossing distances exist. Because available roadway width is constrained at this location, additional engineering analysis would be required to determine whether a refuge island could be accommodated while maintaining current roadway layout.

Estimated costs:

- Engineering analysis: $20,000–30,000
- Potential refuge island construction: $100,000–200,000



Figure 4. Conceptual Solar Pedestrian Lighting – Bay Avenue & Capitola Avenue

Corridor-Wide Safety Improvements: The LRSP also identified the Bay Avenue corridor as a candidate for additional systemic safety improvements. Other intersections identified for potential enhancements include Burlingame Avenue, Oak Drive, and Crossroads Loop.

Potential improvements include:

- Solar pedestrian lighting
- Enhanced pedestrian warning signs
- High-visibility pavement markings
- Signing upgrades

Planning-level estimates include:

- Solar pedestrian lighting: Approximately $15,000 per light
- Signing and striping improvements: Approximately $8,000–$10,000 per intersection

The Bay Avenue corridor currently includes marked bicycle lanes through much of the commercial area. More substantial bicycle improvements, such as buffered or physically separated bikeways, would likely require removal of the center two-way left-turn lane or significant reductions in on-street parking. While additional green pavement markings or bicycle conflict markings may provide incremental benefits, the LRSP primarily identified safety concerns at intersections rather than along the roadway segment itself.

In addition, the City is currently preparing an Active Transportation Plan (ATP), which will evaluate Citywide bicycle and pedestrian priorities. Staff recommends allowing that planning effort to further evaluate long-term bicycle improvements before pursuing significant corridor-wide modifications.

The City's ADA Transition Plan also identifies approximately twenty non-compliant curb ramps along Bay Avenue and adjacent streets. While the City is not currently required to upgrade these facilities absent triggering improvements, replacement of non-compliant curb ramps should continue to occur in conjunction with future capital projects. Replacement costs generally range from $20,000 to $25,000 per curb ramp.

The following table summarizes the potential improvements discussed above and their preliminary planning-level cost estimates. These estimates are intended to assist the City Council in prioritizing improvements and will be refined as projects advance through engineering design.

Table 1. Conceptual Bay Avenue Safety Improvements and Preliminary Planning-Level Cost Estimates

Location	Proposed Improvements	Planning-Level Cost Estimate
Bay Avenue & Center Street	New pedestrian crossing (including high-visibility crosswalk, ADA curb ramps, curb extensions, pedestrian refuge, solar lighting, signing, striping, and associated roadway improvements)	$300,000–350,000
Bay Avenue & Hill Street	Permanent flashing stop sign assemblies	$15,000–20,000
	Two solar pedestrian light poles	$30,000–40,000
	Total Cost Estimate	***$45,000–60,000***
Bay Avenue & Capitola Avenue	Three solar pedestrian light poles	$45,000–50,000
	Bicycle conflict-area striping and pavement markings	$20,000
	Engineering analysis for pedestrian refuge	$20,000–30,000
	Potential pedestrian refuge island (if feasible)	$100,000–200,000
	Total Cost Estimate	***$185,000–300,000***
Burlingame, Oak Drive & Crossroads Loop	Solar pedestrian lighting	$15,000 per light
	Signing and striping improvements	$8,000–10,000 per intersection
Corridor-Wide	Bicycle lane refresh and green conflict markings (as appropriate)	To be determined
	ADA curb ramp replacement	$20,000–25,000 per ramp

Next Steps: Staff recommends prioritizing the Bay Avenue and Center Street pedestrian crossing as the first major capital improvement, while continuing to pursue lower-cost safety enhancements at Bay Avenue & Hill Street, Bay Avenue & Capitola Avenue, and other locations along the corridor as funding becomes available.

Because several significant funding opportunities remain pending, staff recommends prioritizing improvements now rather than immediately advancing final design. Once the City receives the SS4A grant award announcements and finalizes the Community Project Funding agreement, staff will return to the City Council with recommended project phasing, funding allocations, and any necessary budget amendments.

Fiscal Impact: The improvements described in this report are intended to be implemented in phases as funding becomes available.

The City has been awarded $250,000 in Community Project Funding, secured through Congressman Jimmy Panetta's office, to support construction of Bay Avenue improvements. Staff is currently awaiting final federal grant administration before those funds can be obligated.

The City has also submitted an application under the FY 2026 Safe Streets and Roads for All (SS4A) Implementation Grant Program seeking funding for safety improvements at Bay Avenue & Hill Street, Bay Avenue & Capitola Avenue, Bay Avenue & Center Street, and other corridor safety improvements. Award announcements are anticipated this fall.

The City currently has approximately $350,000 in Regional Transportation Improvement Program (RTIP) funding programmed for Bay Avenue improvements. Staff anticipates using a portion of these funds to satisfy the approximately $65,000 non-federal match requirement associated with the Community Project Funding award, with the remaining balance available to serve as local match for the pending SS4A grant application or other Bay Avenue improvements, depending on grant outcomes.

Depending on grant outcomes, RTIP funds may be used toward local matching requirements, Bay Avenue construction, or reallocated to other eligible transportation projects as authorized by the City

Council. Individual projects, construction contracts, and any required budget amendments will return to the City Council for consideration as funding is secured and projects advance into final design.

Alignment with 2025-2029 Strategic Plan Priority: Community Safety; Healthy Families, Community, and Environment; Sustainable Infrastructure

Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk; Chloé Woodmansee, Assistant to the City Manager

Approved By: Jessica Kahn, Acting City Manager

Bay Avenue Corridor Safety Improvement Priorities

City Council –
July 23, 2026

Background

Bay Avenue

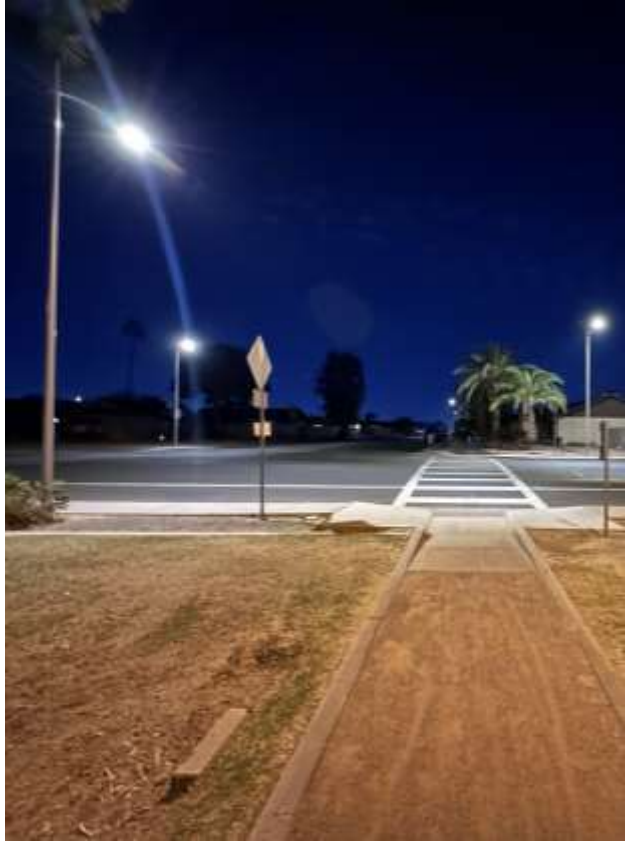
- Priority corridor in LRSP
- High pedestrian and bicycle activity
- Funding from Rep. Panetta and RTC
- Additional multiple funding opportunities available

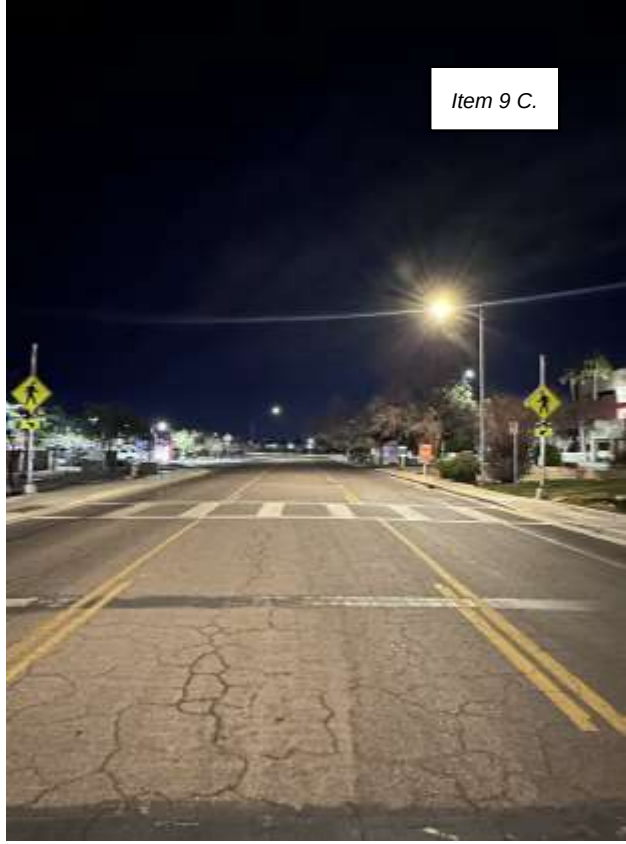
Council Direction

- Evaluate alternatives
- Improve pedestrian and bicycle safety
- Prioritize lower-cost, implementable improvements









Why Solar Lighting?

- Avoids PG&E service and trenching
- Reduces cost and installation time
- Improves pedestrian visibility
- Concepts developed for key intersections

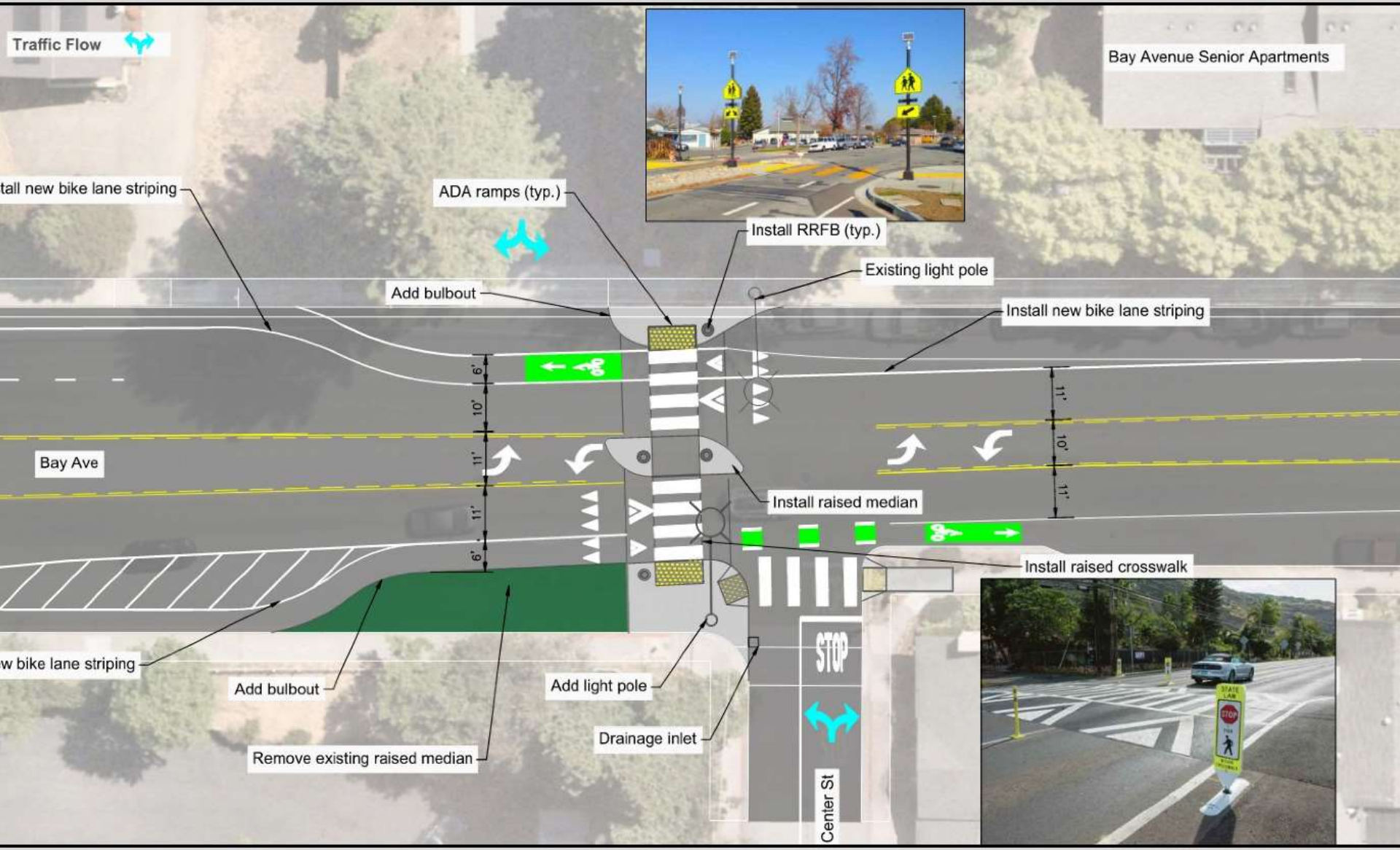
Center Street Crossing

- New raised pedestrian crossing
- ADA ramps, curb extensions, refuge median
- Solar lighting and upgraded signing/striping
- Estimated cost: $300k–$350k





y Avenue and Center Street Pedestrian Crossing





Hill Street

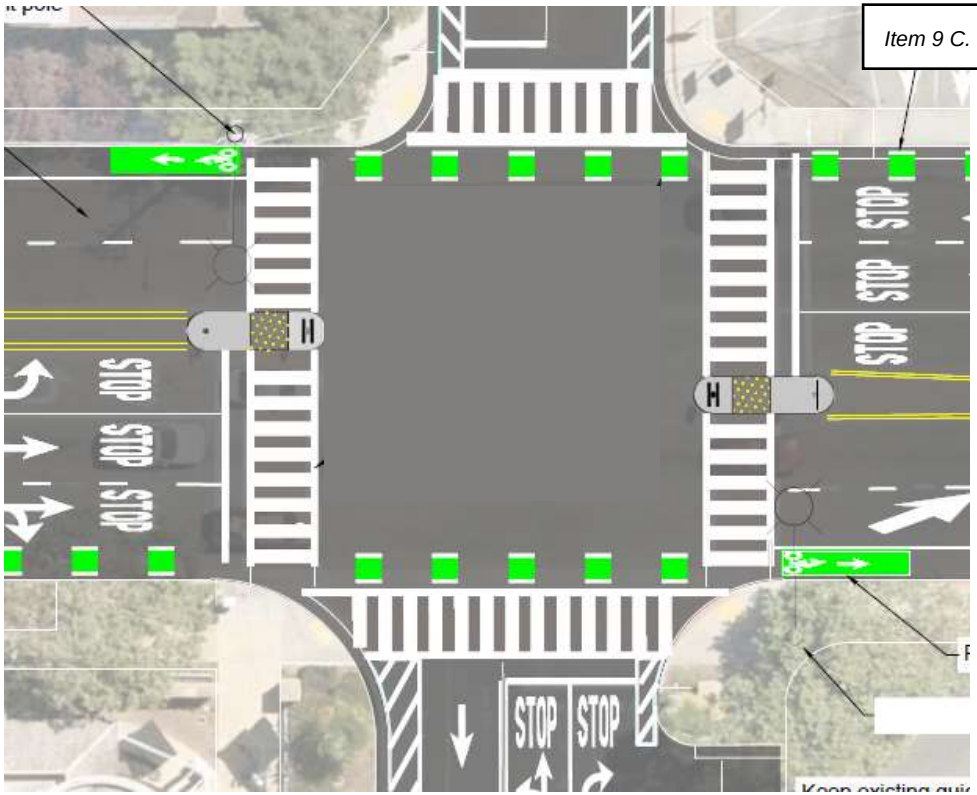
Proposed Improvements

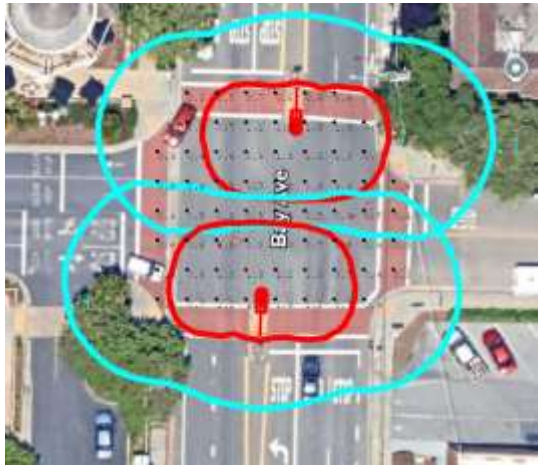
- Permanent flashing stop signs
- Two solar lights
- Existing striping retained

Estimated Cost

- Flashing Signs: **$15–20k**
- Solar Lighting: **$30–40k**

Total: $45–60k







Capitola Avenue

Near-Term ($65k–70k)

- 3 solar pedestrian lights
- Bike conflict striping

Future Option

- Pedestrian refuge study ($20-30k)
- Refuge island (if feasible $100k–200k)





Additional Intersections

- Identified by LRSP
  - Burlingame Avenue
  - Oak Drive
  - Crossroads Loop
- Potential improvements
  - Solar lighting: **~ $15k per light**
  - High-visibility pavement markings & Signing upgrades: **$8k–$10k per intersection**















Future Corridor Improvements

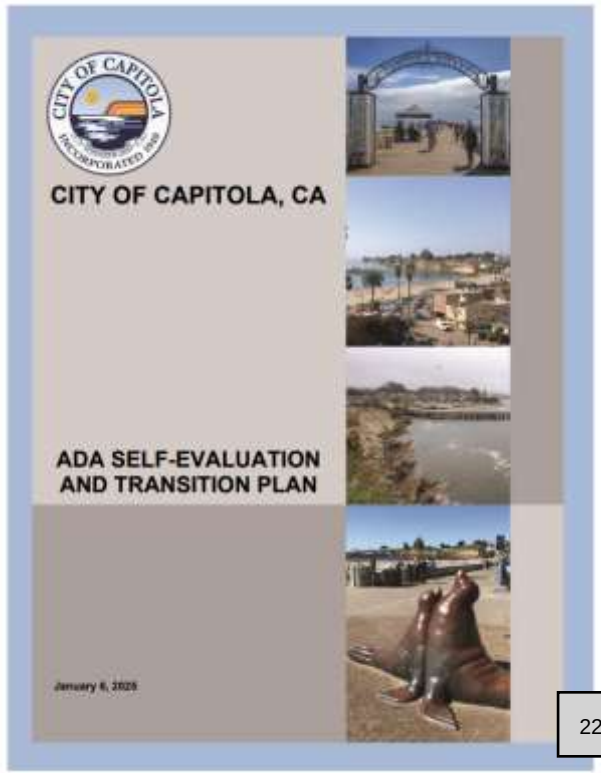
Bicycle Improvements

- Long-term improvements evaluated through the ATP
- Existing bike lanes remain
- Green conflict markings added where appropriate

ADA Improvements

- ~20 non-compliant curb ramps identified
- Upgraded with future capital projects
- Typical cost: **$20k–25k per ramp**





Funding Strategy

Funding Secured

- **$250,000** Community Project Funding (Congressman Panetta)
- **$350,000** RTIP funding programmed for Bay Avenue

Funding Pending

- **SS4A Implementation Grant** (award anticipated Fall 2026)

Funding Approach

- RTIP funds to provide required local match for federal grants
- Remaining RTIP available for additional Bay Avenue improvements
- Improvements constructed in phases as funding is secured

Requested Council Direction

- Provide direction on which projects to advance
- Return with funding recommendations, final design, and project phasing following grant announcements

Location	Key Improvements	Planning-Level Cost
Center Street	New pedestrian crossing, ADA upgrades, refuge median, solar lighting, signing & striping	**$300k–350k**
Hill Street	Permanent flashing stop signs and solar pedestrian lighting	**$45k–60k**
Capitola Avenue	Solar lighting, bike conflict markings, signing & striping	**$65k–70k**
	Pedestrian refuge analysis & potential refuge island	**$120k–230k**
Burlingame, Oak Dr. & Crossroads Loop	Solar lighting, signing & striping	**~$15k/light + $8k–10k/intersection**
Corridor-Wide	Bike lane refresh/green conflict markings; ADA curb ramp upgrades	**TBD + $20k–25k/ra**

Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Public Works Department

Subject: Cliffwood Heights Neighborhood Rehabilitation Project

Recommended Action: Approve the proposed planning scope for the Cliffwood Heights Neighborhood Rehabilitation Project and provide additional direction, if any.

Background: On May 21, 2026, the City Council directed staff to utilize approximately $50,000 in Regional Transportation Improvement Program (RTIP) funds to develop a shovel-ready Community Development Block Grant (CDBG) project within the Cliffwood Heights neighborhood. At that time, staff identified the neighborhood as a strong candidate due to deteriorating roadway conditions, pedestrian infrastructure needs, and potential grant eligibility. Council also acknowledged that the final project scope would return for consideration as part of the required CDBG public participation process prior to any funding decisions.

Since receiving Council direction, staff has evaluated existing infrastructure conditions, reviewed pavement condition data, assessed pedestrian accessibility needs, and developed a proposed planning scope to maximize the effectiveness of a future neighborhood rehabilitation project.

The purpose of this report is to obtain City Council input on the proposed planning scope before advancing additional project development, refining cost estimates, and preparing the project for future funding opportunities.

Approval of the proposed planning scope does not constitute selection of a future Community Development Block Grant project. Any future CDBG application and funding decisions will occur through the required public participation process and subsequent City Council action.

Discussion: Rather than developing a project focused solely on pavement rehabilitation, staff recommends advancing a comprehensive neighborhood rehabilitation project that addresses roadway improvements along with closely related pedestrian and drainage improvements. Combining these improvements into a single project creates a more coordinated project, improves construction efficiency, minimizes future disruption to residents, and establishes a realistic understanding of future funding needs.

The proposed planning scope consists of three primary components.

Roadway Rehabilitation: The primary purpose of the project is the rehabilitation of deteriorated roadway segments throughout the Cliffwood Heights neighborhood.

Proposed roadway segments were selected primarily based on Pavement Condition Index (PCI) while also considering logical construction limits, neighborhood connectivity, and opportunities to maximize the effectiveness of future rehabilitation efforts. Together, the proposed roadway segments represent the streets within the project area most in need of rehabilitation while establishing logical project limits for construction. Attachment 1 identifies the proposed roadway segments and their associated PCI ratings.

To maximize the useful life of the pavement investment, staff also recommends including localized pavement reconstruction, where warranted based on field conditions, together with drainage improvements within the roadway limits and associated ADA curb ramp upgrades as part of the project development effort. These improvements are directly related to the pavement rehabilitation effort and are most efficiently constructed under a single contract.

Washburn Avenue Sidewalk Gap: Staff also recommends completing the approximately 700-foot sidewalk gap along the east side of Washburn Avenue between Park Avenue and Loma Avenue.

Completion of this missing sidewalk segment would improve pedestrian connectivity within the neighborhood, enhance access to nearby residential areas and community destinations, and avoid the need for a separate future construction project. Because the sidewalk is immediately adjacent to the proposed roadway improvements, incorporating this work into the neighborhood rehabilitation project provides construction efficiencies while minimizing future disruption to residents. Existing conditions are shown in Attachment 2.

Monterey Avenue Drainage Ditch (Optional Project Element): Staff also evaluated the existing roadside drainage ditch along Monterey Avenue as part of the overall neighborhood infrastructure assessment.

The existing ditch is aging, consists of varying materials and construction types, and lacks a consistent roadway edge. As a result, sections of the roadway are more susceptible to edge deterioration and ongoing maintenance needs.

Because the extent of potential improvements remains uncertain and may involve retaining structures, hydraulic improvements, utility coordination, environmental permitting, and other associated work, staff recommends evaluating the drainage ditch as an optional project element separate from the core neighborhood rehabilitation project.

This approach allows the City to continue evaluating potential improvements while maintaining a realistic planning-level budget for the core rehabilitation project. Existing conditions are shown in Attachment 3.

Fiscal Impact: Based on the proposed planning scope, staff developed a preliminary order-of-magnitude estimate for the core Cliffwood Heights Neighborhood Rehabilitation Project. The estimate is intended for planning purposes only and will continue to be refined as project development advances.

Project Component	Initial Cost Estimate
Pavement rehabilitation	$2,250,000
Roadway appurtenances (localized pavement reconstruction, drainage improvements, utility adjustments, and miscellaneous concrete work)	$337,000
ADA curb ramp improvements	$420,000
Washburn Avenue sidewalk gap	$245,000
Contractor mobilization, traffic control, SWPPP, and construction overhead	$390,000
Construction contingency	$545,000
Engineering, environmental review, construction management, and inspection	$545,000
Estimated Core Project Total	**Approximately $4.75 million**

The estimate includes planning-level allowances for localized pavement reconstruction and drainage improvements associated with roadway rehabilitation. These quantities will be refined as project development advances.

The optional Monterey Avenue drainage ditch improvements are not included in the planning-level estimate due to the uncertainty associated with the ultimate scope of work.

The project is being developed to position the City for future grant opportunities, including a potential Community Development Block Grant (CDBG) application. Approval of the proposed planning scope does not commit the City to pursuing CDBG funding for this project or preclude consideration of other eligible projects. Any future CDBG application, project scope, and funding request will return to the City Council through the required public participation process for consideration and action.

Attachments:

1. Proposed Roadway Segments
2. Washburn Avenue Sidewalk Gap Existing Conditions
3. Monterey Avenue Drainage Ditch Existing Conditions

Alignment with 2025-2029 Strategic Plan Priority: Community Safety; Economic Opportunity; Healthy Families, Community, and Environment; Sustainable Infrastructure

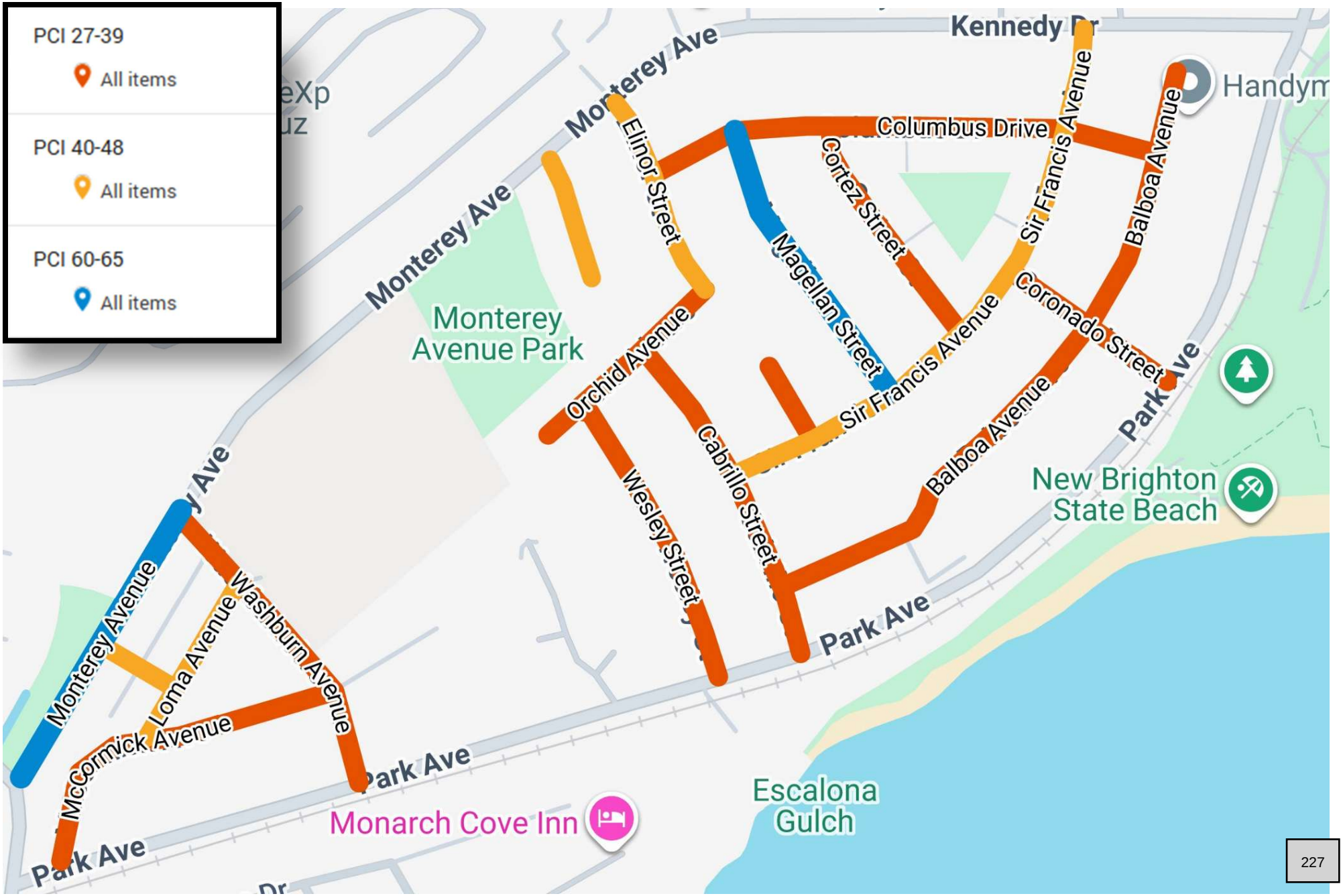
Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk, Jim Malberg, Administrative Services Director

Approved By: Jessica Kahn, Acting City Manager

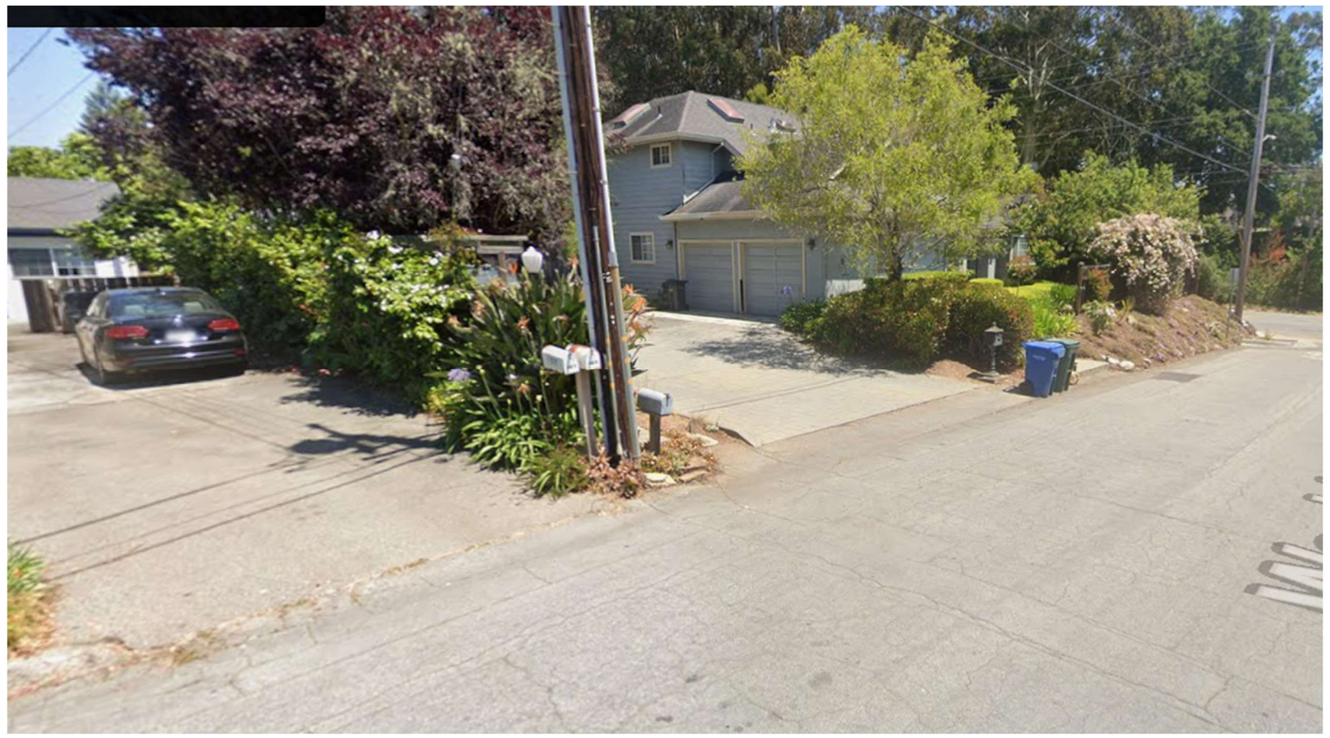
Cliffwood Heights Neighborhood Rehabilitation Project

Proposed Roadway Segments





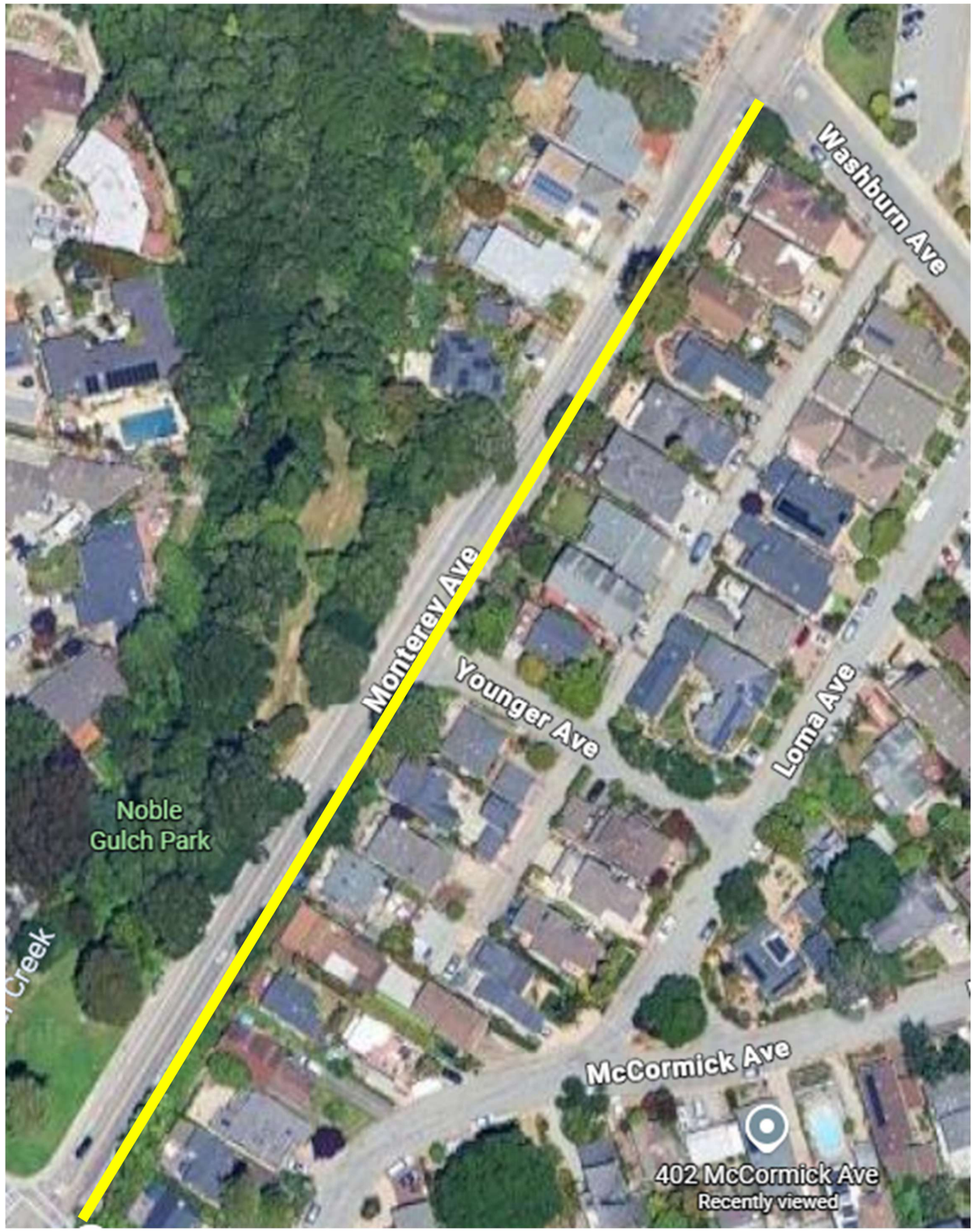
Washburn Avenue Sidewalk Gap



Washburn Avenue Sidewalk Gap (Park Avenue to McCormick Avenue)



Washburn Avenue Sidewalk Gap (McCormick Avenue to Loma Avenue)



Location of Monterey Avenue Drainage Ditch Evaluation Area



Monterey Avenue Drainage Ditch (Bay Avenue to Younger Avenue)



Monterey Avenue Drainage Ditch (Younger Avenue to Washburn Avenue)

Cliffwood Heights Neighborhood Rehabilitation Project

City Council

July 23, 2026



Cliffwood Heights Neighborhood Project

Background

May 21, 2026 Council Direction

- Use ~$50,000 RTIP funds for project development
- Prepare a shovel-ready neighborhood rehabilitation project
- Return with proposed planning scope

Why Cliffwood Heights?

- CDBG-eligible neighborhood
- Significant infrastructure needs
- Many neighborhoods are not CDBG eligible

Cliffwood Heights Neighborhood Improvement Project

Roadway Rehabilitation

- Pavement rehabilitation
- Localized reconstruction
- Drainage improvements
- ADA curb ramps

Washburn Sidewalk

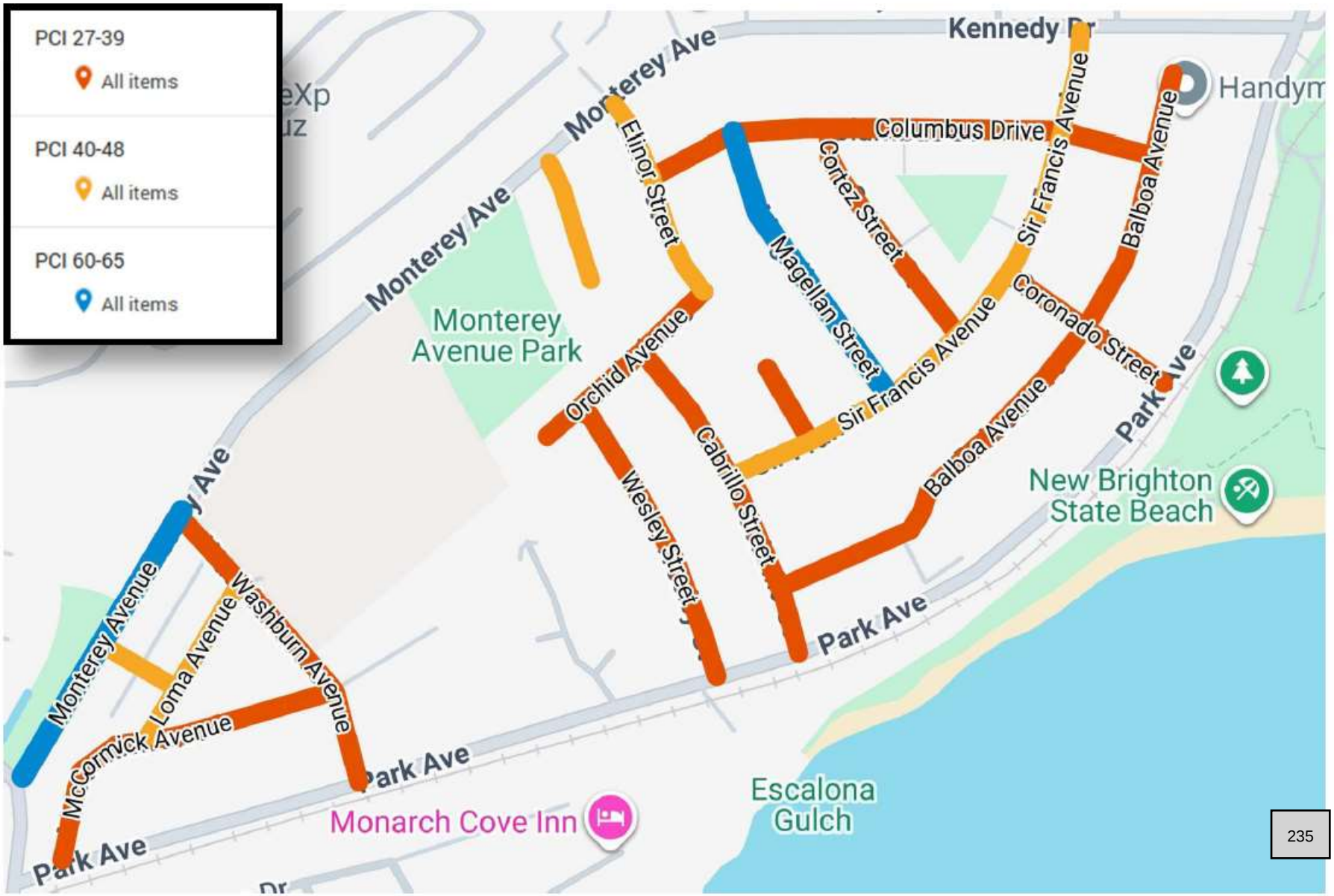
- Complete ~700-ft sidewalk gap
- Improve pedestrian connectivity

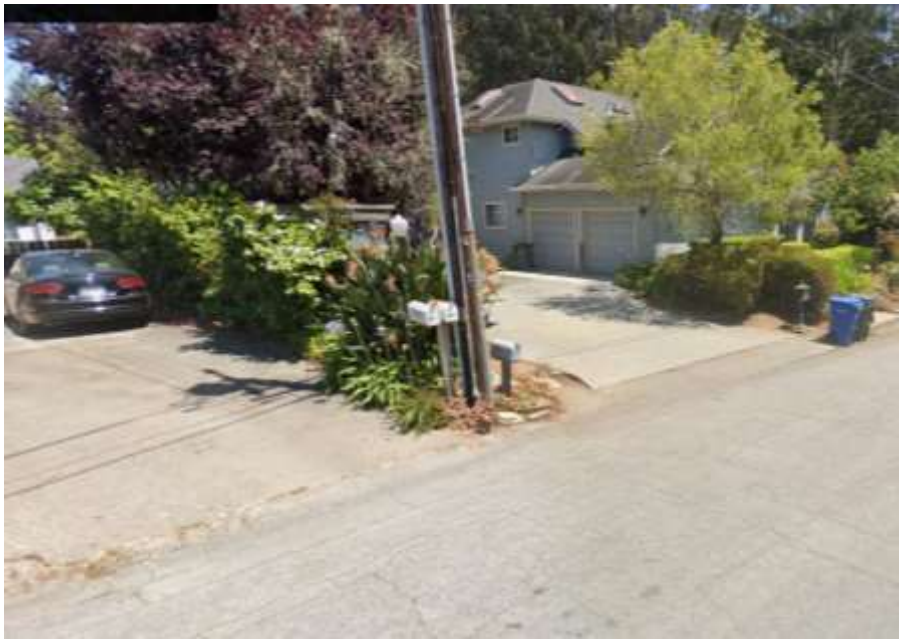
Monterey Ditch - Future Project Element

- Scope under evaluation
- Separate from the core rehabilitation project

Cliffwood Heights Neighborhood Rehabilitation Project

Proposed Roadway Segments






Washburn Ave


New Brighton Middle School
Basketball Courts
Washburn Ave
Loma Ave
Washburn Ave
No Trace
McCormick Ave






Monterey Ave
Younger Ave
Loma Ave
Noble
Gulch Park
McCormick Ave
402 McCormick Ave
Recently viewed

Cliffwood Heights Neighborhood Project Estimate

Component	Cost
Roadway Rehabilitation	$2.25M
Roadway Appurtenances	$337k
ADA Improvements	$420k
Washburn Sidewalk	$245k
Construction/Soft Costs	$1.50M
South Monterey	TBD

Recommended Action

- Approve proposed planning scope
- Continue project development
- Return through CDBG public participation process before any funding decisions



Capitola City Council

Agenda Report

Meeting: July 23, 2026

From: Public Works Department

Subject: Transportation Project Coordination and Phasing Overview

Recommended Action: Receive a presentation regarding transportation project coordination, interrelationships, and anticipated project phasing and provide direction, if any.

Background: On June 11, 2026, Council requested that staff return with an overview describing how the City's transportation-related planning efforts, ongoing programs, capital projects, and future transportation initiatives relate to one another and how these efforts are anticipated to be phased over time.

The City currently manages numerous transportation initiatives at various stages of development. These efforts include long-range planning studies, infrastructure management programs, roadway rehabilitation projects, multimodal transportation improvements, bridge evaluations, transportation safety initiatives, and coastal resiliency projects. While each initiative serves a distinct purpose, they are interconnected and collectively advance the City's goals related to safety, mobility, accessibility, infrastructure preservation, and resiliency.

Discussion: To improve understanding of the City's ongoing transportation efforts, staff organized transportation initiatives into categories and developed two companion graphics illustrating how these efforts relate to one another and are anticipated to advance over time.

Transportation initiatives generally fall into four categories: Planning, Programs, Current Projects, and Future Projects.

- ***Planning Efforts*** identify transportation needs, evaluate alternatives, establish long-term priorities, and position the City to compete for future funding opportunities. Examples include the Active Transportation Plan, 41st Avenue Corridor Study, Stockton Bridge Alternatives Evaluation, and Trestle Feasibility Study.
- ***Programs*** establish ongoing priorities and provide the framework for implementing transportation improvements over time. Examples include the ADA Transition Plan, Pavement Management Program, Local Road Safety Plan, Sidewalk Infill Program, and Multi-Jurisdictional Hazard Mitigation Plan.
- ***Current Projects*** implement transportation improvements identified through planning efforts, program priorities, infrastructure condition assessments, grant opportunities, and City Council direction. Current projects include the 41st Avenue Multimodal Improvements Project, Bay Avenue Safety Improvements Project, Reposa Avenue Rehabilitation Project, Cliffwood Heights Rehabilitation Project, Sidewalk Infill implementation, Cliff Drive Resiliency Project – Phase 1, and potentially Safe Streets and Roads for All (SS4A) implementation projects (if funding is awarded).
- ***Future Projects*** represent transportation improvements that may advance as planning efforts are completed, priorities are refined, funding becomes available, and City Council provides direction. Examples include 41st Avenue/Clares Street Improvements, Stockton Bridge Improvements, future phases of the Cliff Drive Resiliency Project, future pavement rehabilitation projects, and other transportation improvements identified through ongoing planning efforts and programs.

Transportation initiatives are developed and implemented over many years using a variety of funding sources and do not progress independently or in a strictly linear sequence. Planning studies identify transportation needs and future opportunities, programs establish priorities and guide investment decisions, and capital projects implement improvements while also informing future planning efforts.

Project delivery is influenced by City Council priorities, infrastructure condition, available funding, grant opportunities, environmental review, permitting requirements, and staff resources.,

To better illustrate these relationships, staff developed two companion graphics.

- Transportation Project Interrelationship Matrix: Attachment 1 illustrates how transportation planning efforts, ongoing programs, current projects, and future initiatives relate to one another. Rather than depicting projects as standalone efforts, the matrix demonstrates how planning studies, programs, and capital projects collectively support the City's transportation system and work together to achieve community goals related to safety, accessibility, mobility, infrastructure preservation, and resiliency.
- Transportation Project Phasing Timeline: Attachment 2 provides a high-level overview of the anticipated sequencing of transportation initiatives based on current information. The timeline illustrates major planning, program, design, environmental review, funding, permitting, and construction activities, where appropriate, while recognizing that many initiatives overlap and inform one another throughout project development.

Because transportation projects rely on competitive grant funding, environmental review, permitting, utility coordination, and other external factors, the timeline is conceptual and intended to illustrate anticipated project progression rather than establish a fixed delivery schedule.

Together, the two graphics provide a framework for understanding how the City's transportation initiatives are coordinated, support one another, and are anticipated to advance over time.

Regional Project Coordination

The City regularly coordinates with regional partner agencies, utility providers, and other jurisdictions to minimize conflicts between capital improvement projects and reduce impacts to the traveling public whenever feasible. Coordination occurs throughout project planning, design, and construction and may include adjusting schedules, sequencing work, sharing traffic control information, or coordinating utility relocations and roadway improvements. In some cases, this may involve delaying pavement rehabilitation until after planned utility work or modifying construction phasing to avoid overlapping impacts.

While agencies make every effort to coordinate, each organization establishes its own capital improvement priorities, funding, budget, permitting, and construction schedules. Projects are also subject to changing grant requirements, contractor availability, environmental constraints, emergency repairs, and unforeseen conditions. As a result, some overlap in construction activity is unavoidable despite ongoing coordination efforts. Additionally, numerous smaller projects, including utility maintenance, PG&E work, emergency repairs, and private development improvements, occur throughout the year and may further contribute to temporary traffic and access impacts.

Attachment 3 summarizes known major regional transportation and utility capital projects that may require coordination with City projects based on currently available information. Project schedules are subject to change as agencies advance design, secure funding, and respond to changing priorities.

Fiscal Impact: This report is informational only and does not authorize any new projects or expenditures. If the Council wishes to provide direction on a certain project identified within this report or presentation, staff can return with an item for further Council discussion.

Attachments:

1. Transportation Project Interrelationship Matrix
2. Transportation Project Phasing Timeline
3. Regional Capital Projects – Anticipated Construction

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government; Community Safety; Sustainable Infrastructure

Report Prepared By: Jessica Kahn, P.E., Public Works Director

Reviewed By: Julia Gautho, City Clerk; Jim Malberg, Administrative Services Director; Chloé Woodmansee, Assistant to the City Manager

Approved By: Jessica Kahn, Acting City Manager

Transportation Planning, Program, and Project Relationship Matrix

Illustrates the relationships between transportation planning efforts, ongoing programs, current projects, and future implementation initiatives.

		Planning				Programs					Current Projects					Future Projects			
		Active Transportation Plan (ATP)	**41st Avenue Corridor Study**	**Stockton Bridge Alternatives Evaluation**	**Trestle Feasibility Study**	**ADA Transition Plan**	**Pavement Management Program (PMP)**	**Local Road Safety Plan (LRSP)**	**Sidewalk Infill Program**	**Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)**	**41st Avenue Multimodal Improvements**	**Bay Avenue Safety Improvements**	**Reposa Avenue Rehabilitation**	**Cliff Drive Resiliency Project – Phase 1**	**SS4A Implementation Projects (if awarded)**	**41st Ave / Clares Street Improvements**	**Stockton Bridge Improvements**	**Annual PMP Projects**	**Future Cliff Drive Resiliency Phases**
		Identifies multimodal accessibility needs and improvement opportunities.	Evaluates transportation, land use, economic development, and placemaking opportunities along the corridor.	Evaluates long-term options for the Stockton Avenue Bridge.	Explores future opportunities for the Capitola Trestle.	Identifies accessibility barriers and establishes priorities for compliance.	Data-driven program that prioritizes pavement rehabilitation and preserves the roadway network.	Identifies safety priorities based on data and supports grant eligibility.	Identifies missing sidewalk segments and prioritizes projects for construction.	Identifies natural hazard risks and establishes strategies to reduce vulnerability and improve community resilience.	Constructs pavement multimodal improvements along on 41st Avenue from Clares Street to nortern City Limits	Implements multimodal safety improvements along the Bay Avenue corridor.	Pavement rehabilitation project on Reposa Avenue.	Advances bluff stabilization and roadway protection improvements to improve transportation resiliency along Cliff Drive.	Funds safety projects identified through the LRSP.	Implements multimodal transportation, safety, and streetscape improvements identified through the corridor planning process.	Future improvements to the Stockton Avenue Bridge.	Ongoing annual program of pavement rehabilitation projects.	Implements additional resiliency improvements to protect transportation infrastructure and maintain coastal access along Cliff Drive.
Planning	**Active Transportation Plan (ATP)**		○	◐	◐	●	◐	●	●	◐	○	●	—	◐	○	●	◐	◐	○
	41st Avenue Corridor Study	○		—	—	○	○	○	○	◐	○	—	—	—	○	●	—	◐	—
	Stockton Bridge Alternatives Evaluation	◐	—		○	◐	—	◐	—	○	—	—	—	—	—	—	●	—	—
	Trestle Feasibility Study	◐	—	○		—	—	—	—	◐	—	—	—	—	—	—	○	—	—
Programs	**ADA Transition Plan**	●	○	◐	—		◐	○	●	◐	○	○	◐	○	○	○	○	◐	○
	Pavement Management Program (PMP)	◐	○	—	—	◐		◐	◐	—	○	◐	●	—	○	◐	—	●	—
	Local Road Safety Plan (LRSP)	●	○	◐	—	○	◐		○	◐	○	●	—	◐	●	●	◐	—	◐
	Sidewalk Infill Program	●	○	—	—	●	◐	○		◐	○	○	—	◐	○	●	—	—	◐
	Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)	◐	◐	○	◐	◐	—	◐	◐		—	—	—	●	◐	◐	○	—	●
Current Projects	**41st Avenue Multimodal Improvements**	○	○	—	—	○	○	○	○	—		◐	—	—	○	●	—	—	—
	Bay Avenue Safety Improvements	●	—	—	—	○	◐	●	○	—	◐		—	—	●	○	—	—	—
	Reposa Avenue Rehabilitation	—	—	—	—	◐	●	—	—	—	—	—		—	—	—	—	●	—
	Cliff Drive Resiliency Project – Phase 1	◐	—	—	—	○	—	◐	◐	●	—	—	—		—	—	—	—	●
	SS4A Implementation Projects (if awarded)	○	○	—	—	○	○	●	○	◐	○	●	—	—		●	—	○	—
Future Projects	**41st Ave / Clares Street Improvements**	●	●	—	—	○	◐	●	●	◐	●	○	—	—	●		—	—	—
	Stockton Bridge Improvements	◐	—	●	○	○	—	◐	—	○	—	—	—	—	—	—		—	—
	Annual PMP Projects	◐	◐	—	—	◐	●	—	—	—	—	—	●	—	○	—	—		—
	Future Cliff Drive Resiliency Phases	○	—	—	—	○	—	◐	◐	●	—	—	—	●	—	—	—	—	

RELATIONSHIP STRENGTH

● **Directly informs or drives** ○ **Supports or contributes to** ◐ **Indirectly supports** — **No direct connection**

NOTE: *Relationships shown in this matrix represent varying degrees of coordination, support, influence, or implementation between transportation planning efforts, programs, and projects. Future projects and implementation efforts are subject to available funding, regulatory requirements, infrastructure conditions, and City Council direction.*

Transportation Planning, Program, and Project Timeline

Category	Project/Initiative	Past	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32+
Planning Develops future transportation projects and priorities	Active Transportation Plan (ATP)	Planning Grant Awarded	Development	Complete	Implementation Projects Pending Funding			
	41st Avenue Corridor Study		Complete Study					
	Stockton Bridge Alternatives Evaluation	Study Funding	Study	Preferred Alternative	Design	Environmental/ Final Design Pending Funding		
	Trestle Feasibility Study		Study	Study				
Programs Addresses ongoing transportation needs through established programs	ADA Transition Plan	Plan Complete	Ongoing					
	Pavement Management Program (PMP)	2023–2027 Five-Year Plan			2028–2032 Five-Year Plan			
	Local Road Safety Plan (LRSP)	Plan Complete	Implementation Pending Funding					
	Sidewalk Infill Program	Initial Plan Developed	Implementation Pending Funding					
	Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)	2026–2030 Five-Year Plan					2031–2035 Five-Year Plan	
Current Projects Transportation projects currently under development or implementation	41st Avenue Multimodal Improvements	Construction Funding	Construction					
	Bay Avenue Safety Improvements	Evaluation	Scoping/Funding	Construction				
	Reposa Avenue Rehabilitation		Construction					
	Cliff Drive Resiliency Project – Phase 1	Design Funding	Design/Permitting	Funding/Env.	Potential Funding/Construction	Construction Pending Funding		
	SS4A Implementation Projects (if awarded)	Grant Application	Scoping Pending Grant Award	Design/Construction Pending Grant Award	Construction Pending Grant Award			
Future Projects Planned improvements that may advance as funding and priorities allow	41st Ave / Clares Street Improvements		Project Development Pending Funding		Implementation Opportunities Pending Funding			
	Stockton Bridge Improvements							Construction Pending Funding
	Annual PMP Projects	Annual	Annual	Annual	Annual	Annual	Annual	Annual
	Future Cliff Drive Resiliency Phases					Construction Pending Funding		

NOTE: *This timeline is intended to illustrate the anticipated sequencing and coordination of transportation initiatives. Actual schedules may change based on funding availability, grant awards, environmental review, permitting, infrastructure conditions, and City Council direction.*

Regional Capital Projects – Anticipated Construction

Agency	Project	Reference	Prior FYs	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32+
City of Capitola	Stockton Avenue Bridge Project	Capitola Project Page							
City of Capitola	Cliff Drive Resiliency Project	Capitola Project Page							
City of Santa Cruz	Murray Street Bridge	City of Santa Cruz Project Page							
County of Santa Cruz	Soquel Drive Multimodal	County Project Page							
County of Santa Cruz	Robertson/Soquel Intersection (Schedule TBD)	County Project Page							
METRO	METRO Rapid Corridors	METRO Project Page							
RTC/Caltrans	Highway 1 Bay/Porter Auxiliary Lanes	RTC Project Page							
RTC/County	Coastal Rail Trail Segments 10 & 11	County CDI Project Page							
Santa Cruz County Sanitation District	Capitola Village Sewer Rehab – Phase 1	SCCSD CIP (2026)							
Santa Cruz County Sanitation District	Bay Avenue Sewer Upgrade	SCCSD CIP (2026)							
Santa Cruz County Sanitation District	Capitola Village Sewer Rehab – Phase 2	SCCSD CIP (2026)							
Soquel Creek Water District	Park Avenue Water Main	Soquel Creek Water District 2026/27 Budget							

NOTE: *Schedules are based on publicly available information and are subject to change as projects advance through design, funding, permitting, and construction.*



Transportation Project Coordination & Phasing Overview

City Council

July 23, 2026

How Transportation Projects Advance

Planning *Identifies future needs*		
Active Transportation Plan	Stockton Bridge Evaluation	Trestle Feasibility

Programs *Establish priorities*			
PMP	LRSP	ADA Transition Plan	Sidewalk Infill

Current Projects *Implement improvements*			
41st Avenue	Bay Avenue	Reposa Avenue	Cliff Drive Phase 1

Future Projects *Advance as funding becomes available*		
Stockton Bridge	41st/Clares	Future Cliff Dri phases

Transportation Planning, Program, and Project Relationship Matrix

Illustrates the relationships between transportation planning efforts, ongoing programs, current projects, and future implementation initiatives.

		Planning				Programs					Current Projects					Future Projects			
		Active Transportation Plan (ATP)	41st Avenue Corridor Study	Stockton Bridge Alternatives Evaluation	Trestle Feasibility Study	ADA Transition Plan	Pavement Management Program (PMP)	Local Road Safety Plan (LRSP)	Sidewalk Infill Program	Multi-Jurisdictional Hazard Mitigation Plan (HMHP)	41st Avenue Multimodal Improvements	Bay Avenue Safety Improvements	Rejuvenation Rehabilitation	17th Drive Resiliency Project – Phase 1	HSIP Implementation Projects (if awarded)	41st Ave / Clares Street Improvements	Stockton Bridge Improvements	Annual PMP Projects	Future Cliff Drive Resiliency Phases
		Identifies multimodal accessibility needs and improvement opportunities.	Evaluates transportation, land use, economic development, and placemaking opportunities along the corridor.	Evaluates long-term options for the Stockton Avenue Bridge.	Explores future opportunities for the Capitola Trestle.	Identifies accessibility barriers and establishes priorities for completion.	Data-driven program that prioritizes pavement rehabilitation and preserves the roadway network.	Identifies safety priorities based on data and supports grant eligibility.	Identifies missing sidewalk segments and prioritizes projects for construction.	Identifies natural hazard risks and establishes strategies to reduce vulnerability and improve community resilience.	Constructs pavement, multimodal improvements along 41st Avenue from Clares Street to western City Limits	Implements multimodal safety improvements along the Bay Avenue corridor.	Pavement rehabilitation project on Rejuvenation Avenue.	Advances staff stabilization and roadway protection improvements to improve transportation resiliency along Cliff Drive.	Funds safety projects identified through the LRSP.	Implements multimodal transportation, safety, and streetscape improvements identified through the corridor planning process.	Future improvements to the Stockton Avenue Bridge.	Ongoing annual program of pavement rehabilitation projects.	Implements additional resiliency improvements to protect transportation infrastructure and maintain coastal access along Cliff Drive.
Planning	Active Transportation Plan (ATP)		○	◐	◐	●	◐	●	●	◐	○	●	—	◐	○	●	◐	◐	○
	41st Avenue Corridor Study	○		—	—	○	○	○	○	◐	○	—	—	—	○	●	—	◐	—
	Stockton Bridge Alternatives Evaluation	◐	—		○	◐	—	◐	—	○	—	—	—	—	—	—	●	—	—
	Trestle Feasibility Study	◐	—	○		—	—	—	—	◐	—	—	—	—	—	—	○	—	—
Programs	ADA Transition Plan	●	○	◐	—		◐	○	●	◐	○	○	◐	○	○	○	○	◐	○
	Pavement Management Program (PMP)	◐	○	—	—	◐		◐	◐	—	○	◐	●	—	○	◐	—	●	—
	Local Road Safety Plan (LRSP)	●	○	◐	—	○	◐		○	◐	○	●	—	◐	●	●	◐	—	◐
	Sidewalk Infill Program	●	○	—	—	●	◐	○		◐	○	○	—	◐	○	●	—	—	◐
	Multi-Jurisdictional Hazard Mitigation Plan (HMHP)	◐	◐	○	◐	◐	—	◐	◐		—	—	—	●	◐	◐	○	—	●
Current Projects	41st Avenue Multimodal Improvements	○	○	—	—	○	○	○	○	—		◐	—	—	○	●	—	—	—
	Bay Avenue Safety Improvements	●	—	—	—	○	◐	●	○	—	◐		—	—	●	○	—	—	—
	Rejuvenation Rehabilitation	—	—	—	—	◐	●	—	—	—	—	—		—	—	—	—	●	—
	17th Drive Resiliency Project – Phase 1	◐	—	—	—	○	—	◐	◐	●	—	—	—		—	—	—	—	●
	HSIP Implementation Projects (if awarded)	○	○	—	—	○	○	●	○	◐	○	●	—	—		●	—	○	—
Future Projects	41st Ave / Clares Street Improvements	●	●	—	—	○	◐	●	●	◐	●	○	—	—	●		—	—	—
	Stockton Bridge Improvements	◐	—	●	○	○	—	◐	—	○	—	—	—	—	—	—		—	—
	Annual PMP Projects	◐	◐	—	—	◐	●	—	—	—	—	—	●	—	○	—	—		—
	Future Cliff Drive Resiliency Phases	○	—	—	—	○	—	◐	◐	●	—	—	—	●	—	—	—	—	

RELATIONSHIP STRENGTH

● **Directly informs or drives** ○ **Supports or contributes to** ◐ **Indirectly supports** — **No direct connection**

NOTE: *Relationships shown in this matrix represent varying degrees of coordination, support, influence, or implementation between transportation planning efforts, programs, and projects. Future projects and implementation efforts are subject to available funding, regulatory requirements, infrastructure conditions, and City Council direction.*

RELATIONSHIP STRENGTH

● Directly informs or drives ○ Supports or contributes to ◐ Indirectly supports — No direct connection

RELATIONSHIP STRENGTH

● Directly informs or drives

○ Supports or contributes to

◐ Indirectly supports

— No direct connection

		41st Avenue Corridor Study
		Evaluates …opportunities along the corridor.
Planning	Active Transportation Plan (ATP)	○
	41st Avenue Corridor Study	
	Stockton Bridge Alternatives Evaluation	—
	Trestle Feasibility Study	—
Programs	ADA Transition Plan	○
	Pavement Management Program (PMP)	○
	Local Road Safety Plan (LRSP)	○
	Sidewalk Infill Program	○
	Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)	◐

RELATIONSHIP STRENGTH

● Directly informs or drives

○ Supports or contributes to

◐ Indirectly supports

— No direct connection

		41st Avenue Corridor Study
		Evaluates ...opportunities along the corridor.
Current Projects	41st Avenue Multimodal Improvements	○
	Bay Avenue Safety Improvements	—
	Reposa Avenue Rehabilitation	—
	Cliff Drive Resiliency Project – Phase 1	—
	SS4A Implementation Projects (if awarded)	○
Future Projects	41st Ave / Clares Street Improvements	●
	Stockton Bridge Improvements	—
	Annual PMP Projects	◐
	Future Cliff Drive Resiliency Phases	—

Transportation Timeline

- Multiple projects advance simultaneously
- Planning, design, funding, and construction often overlap
- Grant funding and permitting influence project schedules
- Timeline illustrates anticipated sequencing

Transportation Planning, Program, and Project Timeline

Category	Project/Initiative	Past	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32+
Planning Develops future transportation projects and priorities	Active Transportation Plan (ATP)	Planning Grant Awarded	Development	Complete	Implementation Projects Pending Funding			
	41st Avenue Corridor Study		Complete Study					
	Stockton Bridge Alternatives Evaluation	Study Funding	Study	Preferred Alternative	Design	Environmental/ Final Design Pending Funding		
	Trestle Feasibility Study		Study	Study				
Programs Addresses ongoing transportation needs through established programs	ADA Transition Plan	Plan Complete	Ongoing					
	Pavement Management Program (PMP)	2023–2027 Five-Year Plan			2028–2032 Five-Year Plan			
	Local Road Safety Plan (LRSP)	Plan Complete	Implementation Pending Funding					
	Sidewalk Infill Program	Initial Plan Developed	Implementation Pending Funding					
	Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)	2025–2030 Five-Year Plan					2031–2035 Five-Year Plan	
Current Projects Transportation projects currently under development or implementation	41st Avenue Multimodal Improvements	Construction Funding	Construction					
	Bay Avenue Safety Improvements	Evaluation	Scoping/Funding	Construction				
	Reposa Avenue Rehabilitation		Construction					
	Cliff Drive Resiliency Project – Phase 1	Design Funding	Design/Permitting	Funding/Env.	Potential Funding/Construction	Construction Pending Funding		
	SS4A Implementation Projects (if awarded)	Grant Application	Scoping Pending Grant Award	Design/Construction Pending Grant Award	Construction Pending Grant Award			
Future Projects Planned improvements that may advance as funding and priorities allow	41st Ave / Clares Street Improvements		Project Development Pending Funding		Implementation Opportunities Pending Funding			
	Stockton Bridge Improvements							Construction Pending Funding
	Annual PMP Projects	Annual	Annual	Annual	Annual	Annual	Annual	Annual
	Future Cliff Drive Resiliency Phases					Construction Pending Funding		

NOTE: *This timeline is intended to illustrate the anticipated sequencing and coordination of transportation initiatives. Actual schedules may change based on funding availability, grant awards, environmental review, permitting, infrastructure conditions, and City Council direction.*

Category	Project/Initiative	FY26-27
Planning Develops future transportation projects and priorities	Active Transportation Plan (ATP)	Development
	41st Avenue Corridor Study	Complete Study
	Stockton Bridge Alternatives Evaluation	Study
	Trestle Feasibility Study	Study
Programs Addresses ongoing transportation needs through established programs	ADA Transition Plan	Ongoing
	Pavement Management Program (PMP)	
	Local Road Safety Plan (LRSP)	Implementation Pending Funding
	Sidewalk Infill Program	Implementation Pending Funding
	Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)	

Category	Project/Initiative	FY26-27
Current Projects Transportation projects currently under development or implementation	41st Avenue Multimodal Improvements	Construction
	Bay Avenue Safety Improvements	Scoping/Funding
	Reposa Avenue Rehabilitation	Construction
	Cliff Drive Resiliency Project – Phase 1	Design/Permitting
	SS4A Implementation Projects (if awarded)	Scoping Pending Grant Award
Future Projects Planned improvements that may advance as funding and priorities allow	41st Ave / Clares Street Improvements	Project Development Pending Funding
	Stockton Bridge Improvements	
	Annual PMP Projects	Annual
	Future Cliff Drive Resiliency Phases	

Regional Project Coordination

- Coordinate with partner agencies and utility providers
- Minimize overlapping construction impacts where feasible
- Project schedules remain subject to funding, permitting, and agency

Regional Capital Projects – Anticipated Construction

Agency	Project	Reference	Prior FYs	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	FY31-32+
City of Capitola	Stockton Avenue Bridge Project	Capitola Project Page							
City of Capitola	Cliff Drive Resiliency Project	Capitola Project Page							
City of Santa Cruz	Murray Street Bridge	City of Santa Cruz Project Page							
County of Santa Cruz	Soquel Drive Multimodal	County Project Page							
County of Santa Cruz	Robertson/Soquel Intersection (Schedule TBD)	County Project Page							
METRO	METRO Rapid Corridors	METRO Project Page							
RTC/Caltrans	Highway 1 Bay/Porter Auxiliary Lanes	RTC Project Page							
RTC/County	Coastal Rail Trail Segments 10 & 11	County CDD Project Page							
Santa Cruz County Sanitation District	Capitola Village Sewer Rehab – Phase 1	SCCSD CIP (2026)							
Santa Cruz County Sanitation District	Bay Avenue Sewer Upgrade	SCCSD CIP (2026)							
Santa Cruz County Sanitation District	Capitola Village Sewer Rehab – Phase 2	SCCSD CIP (2026)							
Soquel Creek Water District	Park Avenue Water Main	Soquel Creek Water District (2025/27 Budget							

NOTE: *Schedules are based on publicly available information and are subject to change as projects advance through design, funding, permitting, and construction.*

Agency	Project	Reference	FY26-27
City of Capitola	Stockton Avenue Bridge Project	Capitola Project Page	
	Cliff Drive Resiliency Project	Capitola Project Page	
City of Santa Cruz	Murray Street Bridge	City of Santa Cruz Project Page	
County of Santa Cruz	Soquel Drive Multimodal	County Project Page	
	Robertson/Soquel Intersection (Schedule TBD)	County Project Page	
METRO	METRO Rapid Corridors	METRO Project Page	
RTC/Caltrans	Highway 1 Bay/Porter Auxiliary Lanes	RTC Project Page	
RTC/County	Coastal Rail Trail Segments 10 & 11	County CDI Project Page	
Santa Cruz County Sanitation District	Capitola Village Sewer Rehab – Phase 1	SCCSD CIP (2026)	
	Bay Avenue Sewer Upgrade	SCCSD CIP (2026)	
	Capitola Village Sewer Rehab – Phase 2	SCCSD CIP (2026)	
Soquel Creek Water District	Park Avenue Water Main	Soquel Creek Water District 2026/27 Budget	