



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY

Thursday, January 7, 2021
7:00 PM

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

REMOTE PUBLIC COMMENTS To make a public comment, the following options are available:

- Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment). Written comments must be received by 5:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration, compiled as part of the record, and may be read into the record.
- During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor. Please note, if you chose to make comments orally, your written comments will not be read but will be included in the final record.

In an effort to ensure the virtual process closely follows our normal process, public comment will be accepted in writing during the meeting, but may not be read into the record during the meeting, but will be included as part of the final administrative record. Please do not plan to use the chat or Q&A features to put a comment on record. These resources are for tech support only

1. CALL TO ORDER

This meeting can be watched via the City of Seaside You Tube channel https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg Or by joining the Zoom webinar link <https://us02web.zoom.us/j/81936832059> Call in phone number: 6699009128 Zoom Meeting Id 819 3683 2059

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby
David R. Pacheco
Jason Campbell
Jon Wizard

Mayor
Mayor Pro Tem
Council Member
Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE**4. REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the Board on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. PRESENTATIONS**A. INTRODUCTION OF FIRE CHIEF MARY GUITIERREZ****8. CONSENT AGENDA****A. APPROVE MINUTES FROM DECEMBER 17, 2020**

RECOMMENDATION: Approve minutes as presented.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of December 6, 2020 through December 18, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 17, 2020. Total Accounts Payable and Payroll for the above referenced period is \$3,325,299.84.

C. A RESOLUTION ACCEPTING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WORKBENCH FOR AN ADDITIONAL \$31,022 FOR SUBCONTRACTED WORK FOR PLANS ASSOCIATED WITH THE ADU DEMONSTRATION PROJECT

RECOMMENDATION: Adopt a resolution authorizing an amendment to the professional services agreement with WorkBench for an additional amount of

\$31,022 for subcontracted work for the plans for the Pre-Approved ADU project.

D. APPROVE RESOLUTION AUTHORIZING EXECUTION OF AN MEMORANDUM OF UNDERSTANDING FOR STUDENT SUPPORT SERVICES WITH THE MONTEREY PENNINSULA UNIFIED SCHOOL DISTRICT.

RECOMMENDATION: Authorize the City Manager to execute the Community Partnership Agreement for Student Support Services with MPUSD.

E. APPROVE A RESOLUTION MODIFYING THE POSITION ALLOCATION LIST TO ADVANCE THE 2021-2020 CITY COUNCIL WORK PLAN

RECOMMENDATION: Approve the resolution modifying the Position Allocation List to add the positions of City Clerk, Economic Development / Program Manager, and Administrative Analyst II

9. PUBLIC HEARING

A. SUBMISSION OF THE 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PERFORMANCE AND EVALUATION REPORT (CAPER) TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

RECOMMENDATION: The purpose of this item is for the City Council to receive the Consolidated Annual Action Performance Report (CAPER) for the City's Community Development Block Grant (CDBG) for program year 2019-2020 and to hear public comment prior to its submittal to the US Department of Housing and Urban Development (HUD).

It is recommended that Council approve submission of the 2019-2020 Community Development Block Grant (CDBG) Consolidated Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development.

B. SEASIDE MUNICIPAL CODE AMENDMENT SMA-20-07: CONSIDER A FIRST READING OF AN ORDINANCE TO AMEND SEASIDE MUNICIPAL CODE (SMC) SECTION 17.98.020: DEFINITIONS OF SPECIALIZED TERMS AND PHRASES. THE AMENDMENT WOULD REMOVE TATTOO AND BODY PIERCING SERVICES FROM THE USE CATEGORY OF PERSONAL SERVICES – RESTRICTED AND WOULD ALLOW FOR TATTOO AND BODY PIERCING/BODY ART SERVICES TO BE ESTABLISHED BY-RIGHT IN THE CMX, CC, AND CRG ZONES UNDER THE USE CATEGORY OF PERSONAL SERVICES (FIRST READING)

RECOMMENDATION:

The purpose of this item is to conduct a first reading of an ordinance amending

Seaside Municipal Code (SMC) Section 17.98.020: Definitions of Specialized Terms and Phrases. It is recommended that the City Council open the public hearing, accept public testimony/comments, and approve the first reading.

C. DISCUSS THE USE OF CDBG-CV CORONAVIRUS RESPONSE FUNDING AND PROVIDE DIRECTION TO STAFF TO AMEND THE ACTION PLAN AND ALL NECESSARY DOCUMENTATION FOR THIS SPECIAL FUNDING TO SUBMIT TO HUD, AND AUTHORIZE THE CITY FINANCE DIRECTOR TO MAKE THE NECESSARY FINANCIAL TRANSACTIONS

RECOMMENDATION: The City has been granted \$339,767 in supplemental CDBG-CV grant funding to prevent, prepare for, and respond to coronavirus. It is recommended that the Council give direction to staff to prepare and submit the plan to HUD for the use of the funds, and authorize the City Finance Director to make the necessary transactions.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION TO REJECT BIDS AND DIRECT STAFF TO RE-ADVERTISE THE ACCESSORY DWELLING UNIT (ADU) DEMONSTRATION PROJECT AND TO RELOCATE THE PROJECT TO 956 HILBY AVENUE

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to reject bids and direct staff to re-advertise the work associated with the Accessory Dwelling Unit (ADU) Demonstration Project (the "Project") and to relocate the Project to 956 Hilby Avenue.

11. COUNCIL MEMBER REQUESTS

A. COMMUNITY SAFETY ADVISORY COMMITTEE

12. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 21, 2021
7:00 PM

disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:
<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
VIRTUAL ONLY
Thursday, December 17, 2020
7:00 PM

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garica-Arrazola, Oglesby, Pacheco, Wizard
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

No Changes.

5. PUBLIC COMMENT

Peter Keiser, Ronald Britt, Eloise Shim

6. PUBLIC AGENCY COMMUNICATIONS

7. PRESENTATIONS

A. SEASIDE 24/7 VIRTUAL CITY HALL LAUNCH & SPANISH INTEGRATION

Assistant City Manager Milton presented the new 24/7 Virtual online city hall program. At www.ci.seaside.ca.us

B. APPRENTICESHIP PROGRAM INFORMATION

Recreation Director Meewis presented the new apprenticeship program for Young Adults through ABC NorCal.

8. CONSENT AGENDA

On motion Council Member Campbell by and seconded by Mayor Pro Tem Pacheco and passed by the following vote, the City Council approved the Consent Agenda as presented.

RESULT: **Approved**

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard, Alexis Garcia-Arrazola

NOES: None

A. APPROVE MINUTES FROM NOVEMBER 19, 2020 AND DECEMBER 3, 2020 AND DECEMBER 10, 2020 MEETINGS

ACTION: Approve as presented.

B. AUTHORIZE ISSUANCE OF REQUESTS FOR PROPOSALS (RFP) FOR BANKING AND MERCHANT SERVICES

ACTION: Authorize the City's Finance Department to issue an RFP for Banking and Merchant Services in January of 2021.

C. APPROVE AND FILE CITY CHECKS

ACTION: Approved and filed.

D. ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ACKNOWLEDGING THE RECEIPT OF A REPORT FROM THE FIRE DEPARTMENT IN COMPLIANCE WITH CALIFORNIA SENATE BILL 1205 FIRE INSPECTIONS COMPLIANCE REPORTING

ACTION: Approved Resolution 20-07

E. APPROVE A RESOLUTION MODIFYING THE ANNUAL APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2021 TO DECEMBER 31, 2021.

ACTION: Approved Resolution 20-08.

9. BUSINESS ITEMS

A. A RESOLUTION APPROVING A FISCAL YEAR 2020-2021 BUDGET AMENDMENT OF \$70,090 TO APPROPRIATE FUNDS TO COMPLETE THE HIGHLAND OTIS PARK IMPROVEMENT PROJECT

ACTION: Approved and adopted Resolution 20-09

Finance Director Damiani explained purpose of this item to amend the current fiscal year budget in the amount of \$70,090 to appropriate funds to complete the Highland Otis Park Improvement Project. Mr. Damiani noted that it was anticipated that the project was not intended for construction until the next budget year, but the plans are complete, cash is available and can move forward sooner than expected.

On motion Mayor Pro Tem Pacheco by and seconded by Council Member Campbell and passed by the following vote, the City Council approved the budget amendment to

complete the Highland Otis Park Improvement Project as presented.

RESULT: **Approved**

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard , Alexis Garcia-Arrazola

NOES: None

B. PAVEMENT REHABILITATION PROJECT UPDATE

ACTION: Direction Provided

City Engineer Nisha Patel provided an update on aspects of the Pavement Rehabilitation Project - Phase 3. She provided an update on the existing construction with regard to curb ramps and intersections, status of communications with PG&E and discussed four different proposed options for improvements on Trinity Avenue. A full presentation was to be made at the next meeting.

PUBLIC COMMENT: None

C. REPORT ON CITY COUNCIL GOAL SETTING MEETING

ACTION: Report Received

City Manager Malin reported the outcomes of the Goal Setting meeting the City Council had on December 10, 2020 and detailed the priorities of the City council going forward for the next year.

PUBLIC COMMENTS: Karla Lobo

10. COUNCIL MEMBER REQUESTS

11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

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12. ADJOURNMENT

On motion, the meeting as adjourned at 8:55 pm.

Respectfully submitted,

Lesley Milton, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Jessica Riley, Accounting Assistant

DATE: January 7, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 6, 2020 through December 18, 2020 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 17, 2020. Total Accounts Payable and Payroll for the above referenced period is \$3,325,299.84.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$487,865.49 for Payroll and benefits
- \$25,420.24 to C&N Enterprises, Inc. for F3990 F Series Kubota tractor and 72" Mower deck for F series tractor.
- \$25,842.61 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 10/22/2020 - 11/23/2020.

Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.

- \$25,000.00 to Community Partnership for Youth for Community social services grant reimbursement request for the period 11/1/2020 - 1/30/2021.
- \$176,188.71 to County of Monterey for Service costs for Seaside which are contracted to receive 9-1-1-dispatch, and/or related services, during Q3 FY 20-/21. Charges include dispatch service, the City's share of the emergency notification system contract charges, the NGEN debt service, and inform mobile subscription fees.
- \$13,500.00 to Monterey County Convention & Visitor's Bureau for Jurisdiction Improvement Investment for FY2020/21 Q2 (October - December 2020).
- \$82,989.00 to Harris & Associates, Inc. for Pavement Rehabilitation Project Management svcs for the period 7/26/2020 - 9/26/2020; SCSD prof. svcs for Lift Station Upgrades for the period 9/27/2020 - 10/24/2020; Costco gas station SCP Review.
- \$29,205.00 to The Village Project for Community Social Services Grant for the the period 11/1/2020 - 1/1/2021.
- \$14,750.00 to Zarcos Tree Service for Tree trimming services for the Oldemeyer Center and Laguna Grande Park in November 2020.
- \$88,910.50 to Monterey Peninsula Engineering for Drawdown for the project management services for the Sonoma Sports Court Improvement Project including, asphalt dig outs, new asphalt patches, slurry seal, multi-use goals, new striping, and new fence fabric.
- \$1,154,701.00 to California JPIA for 2nd installment payment for the City's 2020/21 Liability and Workers' Comp Insurance.
- \$67,600.00 to Food Bank for Monterey County for Food for the Covid-19 City of Seaside distribution on 11/14/2020 & 10/17/2020.
- \$14,984.00 to State Water Res. Contral Board for Annual permit fee effective 7/1/2020-6/30/2021.
- \$15,325.00 to Errol L. Montgomery & Associates, Inc. for Seaside Basin Watermaster Study Services for the period 11/1/2020 - 12/30/2020.
- \$20,194.00 to Phoenix Iron Works for For fabrication of bike safe storm grates for the City of Seaside. Batch #6.
- \$11,199.00 to Workbench for ADU design services from 9/1/2020 - 9/30/2020; Design cost tracking from 6/1/2020 - 9/30/2020; Architectural services through 9/30/2020; design services from 6/16/2020 - 9/30/2020.
- \$35,688.00 to Googie Grill for Preparing and delivering meals, 3x/day, 4x/week for the Great Plates Initiative for the weeks from 11/16/2020-11/22/2020, 11/23/2020-11/29/2020 & 11/30/2020-12/6/2020.
- \$541,134.93 to A. Teichert & Son, Inc. for Construction services for the City Pavement Rehabilitation Project Phase 3 through 9/30/2020.
- \$112,659.30 to The Huntington Capital Corporation for Annual lease payment for 2017 ladder truck, lease #210849000.

The remaining checks, totaling \$382,143.06 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ben Nurse, Housing Program Manager

DATE: January 7, 2021

**SUBJECT: A RESOLUTION ACCEPTING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH WORKBENCH
FOR AN ADDITIONAL \$31,022 FOR SUBCONTRACTED WORK
FOR PLANS ASSOCIATED WITH THE ADU DEMONSTRATION
PROJECT**

RECOMMENDATION

Adopt a resolution authorizing an amendment to the professional services agreement with WorkBench for an additional amount of \$31,022 for subcontracted work for the plans for the Pre-Approved ADU project.

BACKGROUND

The City's previous Housing Program Manager verbally approved Workbench to use two consultants in developing the plans for the Pre-Approved ADU project. Monterey Energy Group completed the mechanical and plumbing drawings, and CM Taylor Structural Engineering did the structural calculations and drawings. The fee increase is for consultant services that are covered under item D of the contract with Workbench, which states, "Expense Reimbursement: City will reimburse for printing and any preapproved consultant services upon submission of receipts."

FISCAL IMPACT

There is budget available in the follow accounts for this amendment:

297-7993-1030 CONSULTANTS \$47,000 available
297-7993-8203 ADU PROJECTS \$428,707 available

ATTACHMENTS

1. Workbench signed Contract
 2. Draft Resolution
-

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

City of Seaside

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Seaside (City), and Workbench (Consultant).

- A. **Engagement:** The City agrees to engage the Consultant to a) prepare schematic and working drawings for the major rehabilitation of the two existing 2-bedroom 800 square foot houses located at 1380 and 1372 Canyon del Rey Boulevard in Seaside, b) prepare the site plan and working drawings for a prototype detached one-bedroom accessory dwelling unit (ADU) of approximately 500 square feet to be located in the back yard of one of the rehabilitated house, c) assist in the selection of and prepare the site plan, utilities and other details required for the installation of a pre-manufactured detached one-bedroom ADU to be located in the back yard of the other rehabilitated house, and d) . (See Exhibit A for a detailed Scope of Work).
- B. **Relationship:** The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. **Compensation:** The City shall pay consultant a maximum not to exceed fee of \$88,280.00 (Eighty-Eight Thousand Two Hundred and Eighty dollars) unless a contract amendment is approved and signed by both parties. (see Exhibit A for standard hourly rates to be charged for any additional services)
- D. **Expense Reimbursement:** City will reimburse for printing and any pre-approved consultant services upon submission of receipts.
- E. **Method of Payment:** The City shall pay upon receipt of written invoices from Contractor detailing services rendered. Payment shall be made either upon completion of each project phase as detailed in the Scope of Services or at major milestones of each phase. (see Attachment B for Scope of Services)
- F. **Term:** The term of this agreement shall commence on the 28 day of January, 2020 and terminate on 12/31, 2020.
- G. **Termination:** This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. **Indemnity:** Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the City, its

Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

I. Insurance: \$1,000,000 professional liability insurance naming the City as an additional insured.

J. Project Management. The City Manager will represent the City for all purposes under this Agreement. David Foster is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

K. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. It is expressly understood that alteration by the City of any materials developed by the Consultant without the involvement of the Contractor is at the City's sole risk and without liability or legal exposure to the Consultant or any of its sub tier consultants or affiliates.
- d. All drawings and documents provided to end users require a liability waiver. The terms and language of said waiver will be agreed upon by the Consultant and City.

L. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. It is the intent of the City that the Consultant carry any sub consultants under their umbrella. When required this work shall be added into this agreement via a duly executed written agreement.
- e. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- f. This agreement shall be governed by and construed in accordance with the laws of the State of California.

- g. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- h. Consultant shall provide the City with a \$1,000,000/\$2,000,000 general liability certificate of insurance naming City as an additional insured, and automobile and workers' compensation coverage if applicable.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: 01/28/2020



Contractor: Workbench

By: Jamilch Cannon

Address: 129 Bulkhead St.
Santa Cruz, CA 95060

Dated: 2/4/20, 2020

City of Seaside:



By: Craig Malin
Title: City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hayashi Insurance Solutions PO Box 1044 Roswell GA 30077-1044		CONTACT NAME: Jeff Hayashi PHONE (A/C, No, Ext): (831) 840-8131 E-MAIL ADDRESS: jeff@hayashiinsurance.com FAX (A/C, No): (831) 603-3211	
INSURED Workbench 129 Bulkhead St Santa Cruz CA 95060		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Co. INSURER B: Hartford Accident and Indemnity Company INSURER C: Accredited Surety Casualty Company, Inc. INSURER D: INSURER E: INSURER F:	
		NAIC # 22357 26379	

COVERAGES

CERTIFICATE NUMBER: CL1972301283

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	103GL002336201	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		57UECFN2124	04/15/2019	04/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$	
	AGGREGATE \$						
	\$						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	1ATCA16000875-1	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Seaside shall be named as Additional Insured as respects General Liability only with respect to all work performed by or on behalf of the Named Insured under written contract with the Additional Insured parties.

CERTIFICATE HOLDER

CANCELLATION

City of Seaside 440 Harcourt Ave Seaside CA 93955	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 103 GL 0023362-01

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 103 GL 0023362-01

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION NO 20__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ACCEPTING AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH WORKBENCH FOR AN ADDITIONAL \$31,022 FOR
SUBCONTRACTED WORK FOR PLANS ASSOCIATED WITH THE ADU
DEMONSTRATION PROJECT**

WHEREAS, the Accessory Dwelling Unit (ADU) Demonstration Project is part of the City's efforts to promote ADUs throughout the City; and

WHEREAS, The City of Seaside and workbench executed the Professional Services Agreement dated February 4, 2020, pursuant to which workbench has been providing the following services: 1) Prepared Working Drawings for Repair/Remodel Work to existing homes at 1372 and 1380 Canyon del Rey; 2) Prepared Site Plan and Working Drawings for a prototype detached ADU; 3) Assisting in the selection of and Preparation of Site Plan detailing work needed for the installation of a pre-manufactured detached ADU; and

WHEREAS, Item D of the Professional Services Agreement states, "Expense Reimbursement: City will reimburse for printing and any preapproved consultant services upon submission of receipts;" and

WHEREAS, pursuant to City staff approval for workbench to use two consultants in developing the plans for the Pre-Approved ADU project, workbench engaged the professional services of Monterey Energy Group to complete the mechanical and plumbing drawings, and CM Taylor Structural Engineering to provide the structural calculations and drawings; and

NOW, THEREFORE BE IT RESOLVED that the City of Seaside hereby authorizes the City Manager to amend the Professional Services Agreement with workbench for an additional \$31,022 for subcontracted work for plans associated with the ADU Demonstration Project and authorizes the Finance Director to make the necessary transactions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of January 2021 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

APPROVED

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 7, 2021

**SUBJECT: APPROVE RESOLUTION AUTHORIZING EXECUTION OF AN
MEMORANDUM OF UNDERSTANDING FOR STUDENT SUPPORT
SERVICES WITH THE MONTEREY PENNINSULA UNIFIED
SCHOOL DISTRICT.**

RECOMMENDATION

Authorize the City Manager to execute the Community Partnership Agreement for Student Support Services with MPUSD.

BACKGROUND

In August the Monterey Peninsula Unified School district launched the Student Support Services Program for McKinney Vento students. The program works with local community partners to provide in-person learning opportunities for students who are experiencing homelessness, or are in foster care. Community partners work in conjunction with MPUSD to provide the support needed to help these students with the challenges that come from distance learning. Community Partners have the option to facilitate the program at their own site, or they can use one of MPUSD's school sites. The Student Support Services Program follows the guidelines set forth by the California Department of Public Health for Schools and School Based programs. In addition, community partners will need to abide by the ASES Quality Standards. The Student Support Services Program will have the students engaged in synchronous learning with their teachers daily via an online platform such as Zoom or Google Meets from 8am - 11:30am. After that time frame, the program will transition to asynchronous learning with the addition of recreation programs such as outdoor/indoor games and other activities. MPUSD provides all students with the equipment needed such as a laptop/Ipad, and other needed school supplies. MPUSD will be responsible for selecting the students and contacting them for the program. However, due to the limited capacity for the program, it is required that all students attend full time or they may be dropped

from the program.

The City of Seaside's Recreation Department anticipates joining the program for the second half of the school year starting on January 18th. Recreation staff will be assigned to work at Seaside Middle School, and facilitate the program for middle school students. The plan is to start with one "Cohort" of kids which is maxed out at fourteen kids, and will be supervised by two staff. This is based on the guidance released from CDPH. A cohort is defined as "a stable group of no more than 14 children or youth and no more than two supervising adults in a supervised environment. The group stays together for all activities, including meals and recreation. And this group avoids contact with anyone not in their group. Kids and adults in supervised care environments must be in groups as small as possible. Kids and supervising adults in one group must not physically interact with: kids and supervising adults in other groups, other facility staff, and parents of kids in other groups." More cohorts may be added if it is feasible for the Recreation Department based on the requirements and guidance from the CDC and CDPH. In addition, MPUSD will compensate each community partner at a rate of \$75.00 per enrolled student to help with the cost of the program.

FISCAL IMPACT

The fiscal impact for this item is as follows:

It will take two City staff to facilitate one cohort. The estimated cost for the staff is \$17.00 an hour for 40 hours a week per staff. The total cost for the staff would be approximately \$1360.00 a week.

MPUSD will compensate the City \$75.00 per enrolled student. The maximum amount MPUSD would compensate the City per week is \$1050.00.

The total cost to the City would be approximately \$310.00 a week. If the program were to run for the remainder of the school year the total cost to the City would be \$5,580.

ATTACHMENTS

1. Draft Resolution
2. Student Support Services draft

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING EXECUTION OF THE COMMUNITY PARTNERSHIP AGREEMENT FOR STUDENT SUPPORT SERVICES WITH THE MONTEREY PENNINSULA UNIFIED SCHOOL DISTRICT.

WHEREAS, The City of Seaside provides youth development, academic enrichment, and recreation activities and programs for the benefit of District students and other youth residing in Monterey County; and

WHEREAS, since on or about March 2020, District campuses have been closed and in-person instruction has been suspended due to the COVID-19 pandemic; and

WHEREAS, due to the COVID-19 pandemic and resulting State and local public health orders closing school campuses, The City of Seaside believes that it is important to continue providing programming and services for District students and other youth residing in Monterey County; and

WHEREAS, due to the continuing closure of school campuses and the suspension of in-person instruction the District believes there is a critical need for academic enrichment, homework assistance, and other support services ("Student Support Services") for foster and homeless District students and other vulnerable District student populations; and

WHEREAS, the District desires to provide Student Support Services to foster and homeless District students and other vulnerable District student populations for the duration of the school closures and the suspension of in-person instruction due to the COVID-19 pandemic; and

WHEREAS, the District desires that the City of Seaside provide Student Support Services for foster and homeless District students and other vulnerable District student populations and The City of Seaside is willing to provide such Student Support Services, pursuant to the terms and conditions of the Community Partnership Agreement for Student Support Services; and

WHEREAS, the District and The City of Seaside agree that it is mutually beneficial to enter into this Agreement in order to support foster and homeless District students and other vulnerable District student populations.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of

Seaside hereby approves the partnership with the Monterey Peninsula Unified School District for the Student Support Services program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of January by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Olgesby, Mayor

ATTEST:

Lesley Milton, City Clerk

**MEMORANDUM OF UNDERSTANDING
FOR
STUDENT SUPPORT SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR STUDENT SUPPORT SERVICES (“Agreement”) is made and entered into effective _____, 2020 (the “Effective Date”), by and between the City of Seaside (City), a Municipal Corporation under the laws of the State of California, and Monterey Peninsula Unified School District, a California public school district (“District”). District and City may each be referred to a “Party,” or together as the “Parties” in this Agreement

RECITALS

WHEREAS, City provides youth development, academic enrichment, and recreation activities and programs for the benefit of District students and other youth residing in Monterey County; and

WHEREAS, since on or about March __, 2020, District campuses have been closed and in-person instruction has been suspended due to the COVID-19 pandemic; and

WHEREAS, due to the COVID-19 pandemic and resulting State and local public health orders closing school campuses, City believes that it is important to continue providing programming and services for District students and other youth residing in Monterey County; and

WHEREAS, due to the continuing closure of school campuses and the suspension of in-person instruction the District believes there is a critical need for academic enrichment, homework assistance, and other support services (“Student Support Services”) for foster and homeless District students and other vulnerable District student populations; and

WHEREAS, the District desires to provide Student Support Services to foster and homeless District students and other vulnerable District student populations for the duration of the school closures and the suspension of in-person instruction due to the COVID-19 pandemic; and

WHEREAS, the District desires that City provide Student Support Services for foster and homeless District students and other vulnerable District student populations and City is willing to provide such Student Support Services, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the District and City agree that it is mutually beneficial to enter into this Agreement in order to support foster and homeless District students and other vulnerable District student populations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the District and City agree as follows:

1. **Student Support Services.** City agrees to provide to District students Student Support Services in line with the Quality Standards for Expanded Learning in California (see exhibit).
2. **Scheduling.** Student Support Services shall be provided by City on the following days and times, as mutually agreed by the Parties: Monday-Friday 7:30-3:30pm.
3. **Coordination with District.** City shall coordinate with District to facilitate the specific Student Support Services to be provided to District students; however, the Parties understand and agree that City shall not be responsible for providing any instructional services, including but not limited to any distance learning, as part of the Student Support Services. The Parties agree to meet periodically to evaluate the ongoing provision of Student Support Services.
4. **City Staff.** City shall be solely responsible for the recruitment, evaluation, training, and all other aspects of the employment or engagement of City employees, agents, or volunteers (“City Staff”) to provide the Student Support Services under this Agreement, and shall have sole responsibility for the payment of salaries, compensation and other remuneration to City Staff providing Student Support services under this Agreement, as well as all applicable federal, state, and local taxes, workers’ compensation insurance, and other related expenses, including but not limited to expenses for training, fingerprinting, and background checks.
5. **Term; Renewal.** This Agreement shall begin on January 18th, 2021, and shall terminate on June 5, 2021 (“Term”), except if earlier terminated or suspended pursuant to Sections 6 and 7, below. The Parties may renew this Agreement by mutual written agreement.
6. **Termination.**
 - a. Termination for Convenience. Either Party may terminate this Agreement for convenience at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period.
 - b. Termination for Cause. Notwithstanding the foregoing, either Party may terminate this Agreement at any time by giving written notice to the non-terminating Party if the non-terminating Party materially breaches any of the terms of this Agreement, any act or omission of the non-terminating Party exposes the terminating Party to potential liability or may cause an increase in the terminating Party’s insurance premiums. Such termination shall be effective immediately upon receipt of the notice.
7. **Suspension in the Event of an Emergency Order.** In the event of an emergency order from federal, state, or local authorities requiring the complete closure of all District school sites, the Parties agree to suspend this Agreement as of the effective date of such emergency order.
8. **Charge for Student Support Services.** The District and City agree that entering into this Agreement is of mutual benefit to both Parties. Accordingly, City shall provide all Student Support Services to foster and homeless District students and other vulnerable District student populations at a rate of \$75/student per week of service.
9. **City Qualifications.** City represents and warrants to District that City, and all City Staff, have in effect and shall maintain in full force throughout the Term of this Agreement all licenses,

credentials, permits and any other qualifications required by law to provide the Student Support Services pursuant to the terms of this Agreement. All City Staff providing Student Support Services shall be competent to provide those Student Support Services.

10. **Facilities, Equipment and Materials.** Except as otherwise agreed in writing by the Parties, the District shall provide adequate District facilities and all necessary furniture, materials, equipment, and any other items for the provision of Student Support Services. Notwithstanding the foregoing, District shall not be responsible for any damage or loss of any personal property owned and used by City while providing the Student Support Services.
11. **Supervision.** The City shall provide appropriate supervision, including on-site monitoring and supervision to all City Staff providing Student Support Services under this Agreement.
12. **Fingerprinting/Criminal Background Investigation Certification.** City shall at all times comply with the fingerprinting and criminal background investigation requirements of California Public Resources Code §5164 with regards to conducting background checks on staff having supervisory or disciplinary authority over a minor. City further agrees and acknowledges that if at any time during the Term of this Agreement City learns or becomes aware of additional information which differs in any way from the representations set forth above, or City adds personnel who will provide Student Support Services under this Agreement, City shall immediately notify the District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements set forth in this Section 12 have been satisfied.
13. **Tuberculosis Certification.** All City Staff providing Student Support Services under this Agreement shall have received a TB test or risk assessment in full compliance with the requirements California Public Resources Code §5163. City shall maintain on file the certificates showing that the City Staff providing Student Support Services under this Agreement were examined and found free from active TB. These forms shall be regularly maintained and updated by City and shall be available to District upon request or audit. City further agrees and acknowledges that all new personnel assigned to provide Student Support Services under this Agreement after the Effective Date of this Agreement are subject to the TB certification requirements of California Public Resources Code §5163 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.
14. **Confidential Information.** City and City Staff shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. City and City Staff shall not use such student information for any purpose other than providing the Student Support Services under this Agreement. Upon termination of this Agreement, City shall return to District all educational records of any District student created or received while providing Student Support Services pursuant to this Agreement. City represents that it shall not publish or cause to be disseminated through any press release, public statement or marketing effort any information which is related to this Agreement without written approval of the District.
15. **Compliance with Law.**
 - a. In the performance of their respective obligations under this Agreement, each Party agrees

to comply with all applicable federal, state, and local laws, regulations, ordinances, policies, procedures, state executive orders, public health orders, and District policies and regulations (“Law”) as such Law may change from time to time.

- b. Neither Party shall unlawfully discriminate among persons under this Agreement on the basis of race, national origin, gender, age, creed, religion, marital status, sexual orientation, veteran status, disability, or any other basis prohibited by Law.

16. Health and Safety.

- a. In light of the COVID-19 pandemic, City shall implement, to the extent feasible, social distancing measures and guidelines in adherence with the most current language disseminated by state and local public health officials.
- b. City shall provide City Staff information and training in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19.
- c. The District shall ensure that the facilities have the necessary supplies for preventative sanitation measures, including but not limited to soap and water, disposable towels, tissues, and hand sanitizer.
- d. The Parties agree to notify each other as soon as practicable in the event that either Party should learn of a confirmed or likely COVID-19 infection at City’s place of business or at the District campus or facility where the Student Support Services are being provided. The identity of infected persons shall not be revealed.

- 17. Indemnity.** Each Party agrees to indemnify, defend, and hold harmless the other Party and its respective trustees or directors, agents, officers, and employees from and against any and all claims, demands, lawsuits or other proceedings, bodily injury, property damages, personal injury, and other liabilities and damages, including attorneys’ fees and costs, arising out of the indemnifying Party’s alleged or actual omission, act or negligence, in the performance or failure to perform its obligations under this Agreement. The indemnity, defense, and hold harmless obligations set forth herein shall survive the termination of this Agreement for any alleged or actual omission, act or negligence, in the performance or failure to perform its obligations under this Agreement that occurred during the Term of this Agreement.

18. Insurance.

- a. City Insurance. Without in any way limiting City’s liability, or indemnification obligations set forth above, City shall secure and maintain throughout the Term of this Agreement the following insurance:
 - i. Comprehensive general liability insurance with limits of not less than \$1 million each occurrence and \$2 million in the aggregate. Such policy shall specifically state: “Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment;”
 - ii. Commercial automobile liability insurance with limits not less than \$1 million each occurrence; and

- iii. Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

All insurance policies shall include an endorsement naming the District as additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District. A copy of the declarations page of City's insurance policies shall be provided to the District upon request.

- b. District Insurance. Without in any way limiting the District's liability, or indemnification obligations set forth above, the District shall secure and maintain throughout the Term of this Agreement the following insurance:

- i. Comprehensive general liability insurance with limits of not less than \$_____ each occurrence and \$_____ in the aggregate. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment";
- ii. Commercial automobile liability insurance with limits not less than \$_____ each occurrence; and

- iii. Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

All insurance policies shall include an endorsement naming City as additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by City and shall waive all rights of subrogation against City. A copy of the declarations page of the District's insurance policies shall be provided to City upon request.

- 20. **Assignment/Successors and Assigns.** Neither Party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.
- 21. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 22. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.
- 23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any

relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

24. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to City at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.
25. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
27. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective parties to this Agreement.

* * * * *

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

CITY OF SEASIDE

By: _____

Name: _____
Craig Malin

Title: _____
City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: January 7, 2021

**SUBJECT: APPROVE A RESOLUTION MODIFYING THE POSITION
ALLOCATION LIST TO ADVANCE THE 2021-2020 CITY COUNCIL
WORK PLAN**

RECOMMENDATION

Approve the resolution modifying the Position Allocation List to add the positions of City Clerk, Economic Development / Program Manager, and Administrative Analyst II

BACKGROUND

City Clerk

The City Council authorized the addition of the Assistant City Manager (ACM) position in August of 2019, along with a full-time Administrative Assistant to perform City Clerk functions, including serving as the Clerk at City Council Meetings. Staff unsuccessfully attempted to fill the Administrative Assistant position through internal promotion and by providing intradepartmental cross-training opportunities. The position was left unfilled due to pandemic related budget cuts, and as a result, the ACM has been performing City Clerk duties since her promotion.

Hiring a full-time professional level City Clerk has become mission critical for several reasons. First, it is imperative that a City of our size and complexity have more than one staff member who understands meeting and records management. Second, in order to implement the 2021-2022 City Council's priorities, the ACM must have time to work on cross-departmental policy work. That is an impossible feat when the ACM is spending a good portion of her time on Clerk duties. Finally, the City must have a succession plan at all levels and the ACM must be able to separate from day to day Clerk duties to focus on cross-departmental, organization-wide efforts.

Economic Development / Project Manager

The City of Seaside is poised. The City has more development projects lined up and under way than this City has ever had and must have staff in place to manage these projects through the various post-entitlement processes. The addition of this position is critically important to the City's ability to build tax base and to become fiscally resilient.

The City is in the process of hiring one Economic Development / Project Manager to manage the Economic Development side and the new position will be placed in the City's Public Works / Engineering Department to manage projects to completion.

Administrative Analyst II

With the closure of the Fort Ord Reuse Authority (FORA), the City assumed responsibility for managing the Environmental Services Cooperative Agreement (ESCA) in July of 2020. The City created two Unclassified Positions, the ESCA Senior Program Manager and the ESCA Coordinator, and filled the positions with staff who formerly worked for FORA. The ESCA staff members both retired in December and the Assistant City Manager and City Attorney evaluated the duties and responsibilities of the positions and determined that it would be more efficient to fill both positions with analyst level staff. The City is reimbursed for the costs associated with managing ESCA.

FISCAL IMPACT

Estimated Cost Fiscal Year 2020-2021 (including benefits):

City Clerk: \$37,000

Economic Development / Project Manager: \$48,000

Administrative Analyst: No cost

Estimated Cost Fiscal Year 2021 - 2022 (including benefits):

City Clerk: \$154,000

Economic Development / Project Manager: \$150,000

Administrative Analyst: No cost

The City has sufficient Fund Balance to fund these mission critical positions.

ATTACHMENTS

1. Draft Resolution
2. Position Allocation List

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**MODIFYING THE POSITION ALLOCATION LIST TO ADD THE POSITIONS CITY
CLERK, ECONOMIC DEVELOPMENT / PROJECT MANAGER, AND
ADMINISTRATIVE ANALYST II**

WHEREAS, the full-time Classification Plan may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide greater efficiency in the operation of the City and enhance service levels, certain job classifications have been prepared; and

WHEREAS, there is a need to modify the Position Allocation List to add one City Clerk, one additional Economic Development / Project Manager, and two additional Administrative Analyst II positions; and

WHEREAS, the addition of these positions will enhance the City's services and will provide valuable support to the community; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves modifying the Position Allocation List as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of January 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton, City Clerk

CITY OF SEASIDE
FULL-TIME POSITION LIST (All Positions)
Fiscal Year 2020-2021 Rev. 1-7-2021

		<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
		NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS
<u>JOB TITLE</u>							
OFFICE OF THE CITY MANAGER							
	CITY MANAGER	1	1	1	1	1	1
	ASSISTANT CITY MANAGER	-	-	-	-	1	1
	HOUSING PROGRAMS MANAGER	-	-	-	1	1	1
	ADMINISTRATIVE ANALYST II (ESCA) (20-21 position and classification change from unclassified)	-	-	-	-	-	2
	EXECUTIVE ASSISTANT (17-18 Title chg from Sr. Admin Asst to CM CC)	1	1	1	1	1	-
	SUB TOTAL	2	2	2	3	4	5
CITY CLERK							
	PUBLIC AFFAIRS OFFICER / CITY CLERK	-	-	1	1	-	-
	CITY CLERK	1	1	-	-	-	1
	ADMINISTRATIVE ASSISTANT	-	-	-	-	1	-
	SUB TOTAL	-	-	1	1	1	1
TOTAL CITY MANAGER		2	2	3	4	5	6
CITY ATTORNEY							
	CITY ATTORNEY	1	1	1	1	1	1
	ASSISTANT CITY ATTORNEY	-	-	-	1	-	-
TOTAL CITY ATTORNEY		-	-	-	2	1	1
FINANCE DEPARTMENT							
	DEPUTY CITY MANAGER - ADMINISTRATIVE SERVICES	1	1	1	-	-	
	FINANCE DIRECTOR	-	-	-	1	1	1
FINANCE DIVISION							
	ASST FINANCE DIRECTOR (16-17 Title chg from Financial Svcs Mgr)	1	1	1	1	1	-
	ACCOUNTANT II	1	1	1	2	2	1
	PAYROLL TECHNICIAN (16-17 Title chg from Sr. Acctg Tech)	1	1	1	1	1	1
	ACCOUNTING TECHNICIAN	1	1	2	2	2	2

		<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
		NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS
<u>JOB TITLE</u>							
	SUB TOTAL	4	4	5	6	6	4
	MANAGEMENT INFORMATION SYSTEMS						
	INFORMATION SVCS MGR (16-17 Title chg from IS Coordinator)	1	1	1	1	1	1
	INFORMATION SVCS SPECIALIST	-	-	-	1	1	-
	INFORMATION SVCS TECHNICIAN	-	-	1	-	-	1
	GEOGRAPHICAL INFORMATION SYSTEMS COORD.	-	-	-	1	1	-
	GEOGRAPHICAL INFORMATION SYSTEMS TECH.	-	-	-	-	-	
	SUB TOTAL	1	1	2	3	3	2
	TOTAL FINANCE DEPARTMENT	6	6	8	10	10	7
	HUMAN RESOURCES DEPARTMENT						
	HUMAN RESOURCES DIRECTOR / RISK MANAGER	-	1	1	1	1	1
	ADMINISTRATIVE ANALYST	-	-	-	-	-	1
	HUMAN RESOURCES MANAGER	1	-	-	-	-	-
	HUMAN RESOURCES SPECIALIST (Title chg from HR Tech)	1	1	2	2	2	1
	TOTAL HUMAN RESOURCES	2	2	3	3	3	3
	POLICE DEPARTMENT						
	CHIEF OF POLICE	1	1	1	1	1	1
	ADMINISTRATIVE ANALYST	1	1	-	-	-	-
	SENIOR ADMINISTRATIVE ASSISTANT - POLICE	1	1	1	1	1	1
	DEPUTY CHIEF	1	1	1	2	2	2
	CRIME ANALYST	-	-	-	-	-	-
	COMMANDER	3	2	2	-	-	-
	POLICE SERGEANT	6	6	7	7	7	4
	POLICE CORPORAL	5	5	4	4	4	2
	POLICE OFFICER	24	25	27	28	28	23
	VEHICLE ABATEMENT OFFICER	1	1	1	1	1	1
	ANIMAL CONTROL OFFICER	1	1	1	1	1	1
	POLICE RECORDS SUPERVISOR	-	-	1	1	1	1
	POLICE RECORDS SPECIALIST	-	1	1	1	1	1
	COMMUNITY SERVICES OFFICER	-	-	-	1	1	1
	POLICE RECORDS TECHNICIAN	5	4	4	4	4	4

		<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
		NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS
<u>JOB TITLE</u>							
	POLICE SERVICES SPECIALIST (Title chg from Police Svcs Asst)	1	1	2	2	2	2
TOTAL POLICE		50	50	53	54	54	44
<u>FIRE DEPARTMENT</u>							
	FIRE CHIEF	1	1	1	1	1	1
	SENIOR ADMINISTRATIVE ASSISTANT (Shared with CMO)	-	-	1	1	1	-
	DIVISION CHIEF (16-17 Title chg from Battalion Chief)	3	3	3	3	3	3
	FIRE CAPTAIN	6	6	6	6	6	6
	FIRE ENGINEER	6	6	6	6	6	6
	FIREFIGHTER (+3 SAFER Grant 15/16)	9	9	9	11	11	10
TOTAL FIRE	¹ over hire by 2 to be eliminated through attrition	25	25	26	28	28	26
<u>COMMUNITY DEVELOPMENT DEPARTMENT</u>							
	COMMUNITY DEVELOPMENT DIRECTOR	-	-	-	1	1	1
	DEPUTY CITY MANAGER - RESOURCE MANAGEMENT	1	-	-	-	-	-
	ADMINISTRATIVE ANALYST II	-	-	1	1	1	1
	ADMINISTRATIVE ANALYST	1	1	-	-	-	-
	SENIOR PLANNER	1	1	1	1	1	-
	ASSOCIATE PLANNER	1	1	2	2	2	2
TOTAL COMMUNITY DEVELOPMENT		4	3	4	5	5	4
<u>ECONOMIC DEVELOPMENT DEPARTMENT</u>							
	ECONOMIC DEVELOPMENT DIRECTOR	-	-	-	1	1	1
	ECONOMIC DEVELOPMENT MGR	-	2	2	-	-	-
	COMMUNITY & ECONOMIC DEVELOPMENT SVCS MGR	1	-	-	-	-	-
TOTAL ECONOMIC DEVELOPMENT		1	2	2	1	1	1
<u>BUILDING DEPARTMENT</u>							
	CHIEF BUILDING OFFICIAL	-	-	-	1	1	1
	BUILDING OFFICIAL	1	1	1	-	-	-
	SENIOR ADMINISTRATIVE ASSISTANT (1 to be shared 40% with CMO/HR)	1	1	1	1	1	3

		<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
		NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS
<u>JOB TITLE</u>							
	BUILDING INSPECTOR	-	-	1	1	1	1
	CODE ENFORCEMENT OFFICER	1	1	1	1	1	1
TOTAL BUILDING		3	3	4	4	4	6
PUBLIC WORKS							
ENGINEERING / ADMIN							
	PUBLIC WORKS DIRECTOR / CITY ENGINEER	-	-	-	1	1	1
	PUBLIC WORKS SERVICES MANAGER / CITY ENGINEER	1	1	1	-	-	-
	SENIOR ADMINISTRATIVE ASSISTANT	-	-	1	1	1	1
	ECONOMIC DEVELOPMENT / PROJECT MGR	-	-	-	-	-	1
	SENIOR CIVIL ENGINEER	1	-	1	1	1	1
	ASSOCIATE CIVIL ENGINEER	-	-	1	1	1	1
	ASSISTANT ENGINEER	2	2	1	1	1	1
	JUNIOR ENGINEER	-	-	1	1	1	1
	SUB TOTAL	4	3	6	6	6	7
MAINTENANCE							
	MAINTENANCE AND UTILITIES SUPERINTENDENT	1	1	1	1	1	1
	ADMINISTRATIVE ANALYST II	-	-	-	-	1	1
	ACCOUNTING TECHNICIAN	-	-	1	1	-	-
	MAINTENANCE FIELD SUPERVISOR	1	1	1	1	1	-
	UTILITIES FIELD SUPERVISOR	-	-	1	1	1	1
	SENIOR MAINTENANCE & UTILITIES WORKER (*1)	-	-	4	4	4	4
	MAINTENANCE & UTILITIES WORKER III (1*)	-	-	3	3	3	2
	MAINTENANCE & UTILITIES WORKER II	-	-	1	1	1	3
	MAINTENANCE & UTILITIES WORKER I	-	-	-	-	-	-
	MAINTENANCE & UTILITIES WORKER TRAINEE	-	-	-	-	-	-
	PUBLIC WORKS MAINTENANCE SPECIALIST	3	3	-	-	-	-
	PUBLIC WORKS MAINTENANCE WORKER I	1	1	-	-	-	-
	PUBLIC WORKS MAINTENANCE WORKER II	2	2	-	-	-	-
	BUILDING MAINTENANCE SPECIALIST	2	3	4	4	4	3
	CUSTODIAN	2	1	-	-	-	-
	ELECTRICIAN	1	1	1	1	1	1

		<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
		NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS
<u>JOB TITLE</u>							
	STREET SWEEPER OPERATOR	1	1	1	1	1	1
	SUB TOTAL	14	14	18	18	18	17
WATER							
	SENIOR MAINTENANCE & UTILITIES WORKER*	1	1	1	1	1	1
	MAINTENANCE & UTILITIES WORKER III*	-	-	1	1	1	1
	MAINTENANCE & UTILITIES WORKER II	-	-	1	1	1	-
	WATER SYSTEMS WORKER I	1	1	-	-	-	-
	SUB TOTAL	2	2	3	3	3	2
PARKS							
	SENIOR MAINTENANCE & UTILITIES WORKER	-	-	1	1	1	1
	MAINTENANCE & UTILITIES WORKER III	-	-	2	2	2	-
	MAINTENANCE & UTILITIES WORKER II	-	-	5	5	5	3
	PARKS MAINTENANCE CREW CHIEF	1	1	-	-	-	-
	PARKS IRRIGATION SPECIALIST	1	1	1	1	1	1
	PARKS MAINTENANCE WORKER I	5	5	-	-	-	-
	PARKS MAINTENANCE WORKER II	1	1	-	-	-	-
	SUB TOTAL	8	8	9	9	9	5
VEHICLE MAINTENANCE							
	MECHANIC	2	2	2	2	2	2
	ASSISTANT MECHANIC	-	-	-	-	-	-
	SUB TOTAL	2	2	2	2	2	2
	*currently being underfilled by a lower job class						
TOTAL PUBLIC WORKS		30	29	38	38	38	33
RECREATION & COMMUNITY SERVICES							
	RECREATION DIRECTOR	-	1	1	1	1	1
	RECREATION SERVICES MANAGER	1	-	-	-	-	-
	RECREATION SUPERINTENDENT	-	1	1	1	-	-
	RECREATION PROGRAM COORDINATOR	-	1	1	1	-	-
	RECREATION PROGRAMS SUPERVISOR	1	-	-	-	2	1
	SENIOR FACILITY ATTENDANT	-	-	1	1	1	1
	YOUTH CENTER SUPERVISOR	-	1	1	1	-	-
	SUB TOTAL	2	4	5	5	4	3
YOUTH RESOURCE CENTER (moved from CMO to Recreation 16/17)							

		<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
		NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS	NUMBER OF POSITIONS
<u>JOB TITLE</u>							
	FAMILY AND COMMUNITY SUPPORT PRACTITIONER	-	-	-	-	-	1
	VIOLENCE PREVENTION MANAGER	1	-	-	-	-	-
	YOUTH RESOURCE CENTER COORDINATOR	-	-	-	-	-	-
	YOUTH RESOURCE CENTER ACTIVITY COORDINATOR	-	1	1	1	1	1
	SUB TOTAL	1	1	1	1	1	2
TOTAL RECREATION		3	5	6	6	5	5
TOTAL ALLOCATED POSITIONS		126	127	147	155	154	136



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: January 7, 2021

**SUBJECT: SUBMISSION OF THE 2019/2020 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) CONSOLIDATED PERFORMANCE AND
EVALUATION REPORT (CAPER) TO THE DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT.**

RECOMMENDATION

The purpose of this item is for the City Council to receive the Consolidated Annual Action Performance Report (CAPER) for the City's Community Development Block Grant (CDBG) for program year 2019-2020 and to hear public comment prior to its submittal to the US Department of Housing and Urban Development (HUD).

It is recommended that Council approve submission of the 2019-2020 Community Development Block Grant (CDBG) Consolidated Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development.

BACKGROUND

The CAPER is a performance report mandated by HUD for all entitlement agencies that receive CDBG funds. The CAPER allows HUD, local officials and the public an opportunity to assess the City's overall program performance during the preceding year.

During fiscal year 2019-2020, the City of Seaside's CDBG funding assisted 8 public service agencies, and nonprofit subrecipients performed a range of capital improvements to facilities, including: upgrading the community room to improve safety and energy efficiency at the Boys and Girls Clubhouse; Electrical improvements are underway at the Community Human Services - Genesis House substance abuse treatment facility; rehabilitated an 8 bedroom duplex operated by the Veterans Transition Center for formerly homeless veterans.

CDBG funding was also used to fund a microenterprise assistance program to help small businesses in the Seaside community. One microenterprise located in or serving primarily residents in qualified census tract 137 received mortgage or rental assistance through a business plan competition with all interested businesses having an opportunity to take advantage of business counseling advice and help with their business plan. Interest was low due to COVID, however this program will be repeated again in January 2021 to award the final two microenterprises.

Eight public service subrecipients received CDBG funding for, comprehensive youth enrichment program. These programs include:

Palenke Arts Program – A multicultural arts program that fills a void in the community's need for quality affordable music, dance and arts programs and a safe, inclusive arts center.

Community Partnership for Youth – A youth gang and violence prevention program
Girls, Inc. of the Central Coast – A program to help girls in 4th grade through high school improve their self-confidence and self-esteem.

Greater Victory Temple's Afterschool Community Program – Expansion of the after-school community program including tutoring and meals for family members.

Legal Services for Seniors – Legal representation at no cost and workshops for seniors 62 and older residing in Seaside.

Meals on Wheels of the Monterey Peninsula – Meal deliveries for homebound elderly persons over 75 years old.

The Village Project – An after-school program with tutoring, technology, and enrichment activities for low-income students.

Eden Council for Hope and Opportunity (ECHO) – Fair housing and tenant-landlord services with the goal of preventing homelessness and ending discrimination and illegal housing practices.

In compliance with HUD's required fifteen (15) day public review of the CAPER, prior to submission, a public notice in both English and Spanish was published on December 24, 2020 in the Monterey County Weekly, inviting the public to view the document online on the City's website, where it was posted on December 16, 2020. Public participation in the CDBG program has been virtual in 2020.

The CAPER is due December 30, 2020 however HUD has been notified that the City of Seaside Council is hearing this item on January 7, 2021 and HUD is working with the City staff.

The CAPER may be reviewed here:

<https://www.ci.seaside.ca.us/DocumentCenter/View/11771/2019-2020-Draft-CAPER-for-Public-Review>

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Beth Rocha, Associate Planner

DATE: January 7, 2021

SUBJECT: **SEASIDE MUNICIPAL CODE AMENDMENT SMA-20-07:
CONSIDER A FIRST READING OF AN ORDINANCE TO AMEND
SEASIDE MUNICIPAL CODE (SMC) SECTION 17.98.020:
DEFINITIONS OF SPECIALIZED TERMS AND PHRASES. THE
AMENDMENT WOULD REMOVE TATTOO AND BODY PIERCING
SERVICES FROM THE USE CATEGORY OF PERSONAL SERVICES
– RESTRICTED AND WOULD ALLOW FOR TATTOO AND BODY
PIERCING/BODY ART SERVICES TO BE ESTABLISHED BY-
RIGHT IN THE CMX, CC, AND CRG ZONES UNDER THE USE
CATEGORY OF PERSONAL SERVICES (FIRST READING)**

RECOMMENDATION

The purpose of this item is to conduct a first reading of an ordinance amending Seaside Municipal Code (SMC) Section 17.98.020: Definitions of Specialized Terms and Phrases. It is recommended that the City Council open the public hearing, accept public testimony/comments, and approve the first reading.

BACKGROUND

Seaside Municipal Code chapter 17.98 Definitions contains Definitions of Specialized Terms and Phrases in section 17.98.020. The definition for Personal Services – Restricted is:

Personal services that may tend to have a blighting and/or deteriorating effect upon surrounding areas and which may need to be dispersed to minimize their adverse impacts. Examples of these uses include: check cashing stores, fortune tellers, palm

and card readers, pawn shops, psychics, spas and hot tubs for hourly rental, tattoo and body piercing services.

Personal Services – Restricted uses are allowed in the Heavy Commercial (CH) zoning district with the issuance of a Use Permit and are prohibited in all other commercial zones. Currently, there is not a tattoo or body piercing business in Seaside. However, in July of 2018 the city initiated code amendments to the West Broadway Urban Village (WBUV) Specific Plan to allow for tattoo and body piercing businesses to establish in the Urban Village. The proposed amendments would remove tattoo and body piercing services from the Personal Services – Restricted definition and include it, in a slightly modified version, as “tattoo and body piercing/body art services” in the definition of Personal Services. Personal Services is defined as:

Establishments providing nonmedical services to individuals as a primary use. Examples of these uses include: barber and beauty shops, clothing rental, home electronics and small appliance repair, dry cleaning pick-up stores with limited equipment, laundromat (self-service laundries, locksmiths, pet grooming with no boarding, shoe repair shops, tailors, and tanning salons.

The proposed change would make tattoo and body piercing/body art services a by-right use in the CMX, CC, and CRG zoning districts, just as it is in the WBUV.

The popularity of tattoos and body piercing over the past 20 years has made the use more socially accepted and more mainstream. Earlier negative societal associations with tattoos and body piercing are no longer prevalent nor do they present an issue regarding public health, safety and welfare of the city and its inhabitants. Additionally, specific regulations exist in the SMC for issues that could present issues to the community, such as: Curfew for Minors (9.24), Noise Regulations (9.12), and Public Nuisances (8.30). Furthermore, it is the intent of the City of Seaside to support new business models in the community that are consistent with the General Plan, attract a diverse and balanced mix of business types that will generate a stable, long-term stream of revenue to the city, and support uses that will attract visitors from outside of the city.

PROPOSED TEXT AMENDMENTS

The text amendment to the Seaside Municipal Code (SMC) section 17.98.020: Definitions of Specialized Terms and Phrases would remove “tattoo and body piercing services” from the use category of Personal Services – Restricted and would allow for “tattoo and body piercing/body art services” under the use category of Personal Services. The amendment would allow for “tattoo and body piercing/body art services” to be established by right in the CMX, CC, and CRG zones.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The exemption from the California Environmental Quality Act (CEQA) has been

established, as follows:

Evidence: *In accordance with the California Environmental Quality Act (CEQA) Guidelines the proposed text amendments are exempt per 15061(b)(3). It can be seen with certainty that there is no possibility that the proposed code amendments may have a significant effect on the environment.*

FINDINGS

1.The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Evidence: *The popularity of tattoos and body piercing over the past 20 years has made the use more socially accepted and more mainstream. Earlier negative societal associations with tattoos and body piercing are no longer prevalent nor do they present an issue regarding public health, safety and welfare of the city and its inhabitants. Additionally, specific regulations exist in the SMC for issues that could present issues to the community, such as: Curfew for Minors (9.24), Noise Regulations (9.12), and Public Nuisances (8.30). Furthermore, it is the intent of the City of Seaside to support new business models in the community that are consistent with the General Plan, attract a diverse and balanced mix of business types that will generate a stable, long-term stream of revenue to the city, and support uses that will attract visitors from outside of the city.*

2. The proposed amendments to 17.98.020 are consistent with the General Plan.

Evidence: *The proposed changes to the use definitions and, therefore, permitting requirements for tattoo and body piercing/body art services from being prohibited in the CMX, CC and CRG zones to permitted by right in the CMX, CC and CRG zones is consistent with the General Plan.*

The Commercial Mixed-Use (CMX) zone implements and is consistent with the Mixed Use land use designation in the General Plan, which aims to promote pedestrian and transit oriented activity centers in the community with a mix of residential, commercial, office and civic uses.

The Community Commercial (CC) zone implements and is consistent with the Community Commercial land use designation of the General Plan, which is intended for retail and service oriented business activities primarily serving the local community or neighborhood. Uses may include restaurants, supermarkets, health clubs, retail goods and services, personal services, offices, and neighborhood-oriented retail uses.

The Regional Commercial (CRG) zone implements and is consistent with the Regional Commercial (RGC) land use designation of the General Plan, which is applied to areas of

the City that are appropriate for large-scale commercial development with retail, entertainment, and/or service uses, or business parks of a scale and function to serve a regional market. Permitted land uses may include hotels, "big-box" retail, movie theaters, and business parks in the North Seaside area only. Regional Commercial uses are defined as large scale 1.0:1 FAR commercial development with retail, entertainment, and or service uses of a scale and function to serve a regional market. Includes hotels, auto sales, auto repair, auto repair related uses, "big box" retail, and movie theaters.

3. The exemption from the California Environmental Quality Act (CEQA) has been established.

Evidence: *In accordance with the California Environmental Quality Act (CEQA) Guidelines the proposed text amendments are exempt per 15061(b)(3). It can be seen with certainty that there is no possibility that the proposed code amendments may have a significant effect on the environment.*

FISCAL IMPACT

ATTACHMENTS

1. Attachment 1: Draft Ordinance
2. Exhibit A to Attachment 1

Reviewed for Submission to the City Council by:



Craig Malin, City Manager

ORDINANCE NO. XX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING SEASIDE MUNICIPAL CODE SECTION 17.98.020: DEFINITIONS OF SPECIALIZED TERMS AND PHRASES TO REMOVE TATTOO AND BODY PIERCING SERVICES FROM THE USE CATEGORY OF PERSONAL SERVICES – RESTRICTED AND ALLOW FOR TATTOO AND BODY PIERCING/BODY ART SERVICES TO BE ESTABLISHED BY- RIGHT IN THE CMX, CC, AND CRG ZONES UNDER THE USE CATEGORY OF PERSONAL SERVICES

**THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS
FOLLOWS:**

SECTION 1. GENERAL PURPOSE AND FINDINGS. The purpose of this Ordinance is to consider Exhibit A, text amendments to 17.98.020 (proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~)).

- A.** Exhibit A: Amend 17.98.020 to remove Tattoo and Body Piercing Services from the use category of Personal Services – Restricted and allow for Tattoo and Body Piercing/Body Art Services to be established by-right in the CMX, CC, and CRG zones under the use category of Personal Services.

WHEREAS, the City Council finds that existing zoning and property development standards are sufficient to regulate Tattoo and Body Piercing/Body Art Services and there are no adverse consequences associated with this use as related to public health, safety, and the welfare of the City.

SECTION 2. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 3. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code.

SECTION 4. At a duly noticed Public Hearing on November 18, 2020 (continued from November 13, 2020), the Planning Commission considered both oral comments and written information concerning the proposed text amendments and unanimously approved a resolution recommending the City Council adopt the proposed Ordinance.

SECTION 5. At a duly noticed Public Hearing on January 7, 2021 the City Council considered both oral comments and written information concerning the proposed repeal and text amendments.

SECTION 6. At a duly noticed Public Hearing on January 7, 2021, the City Council adopted the first reading of this ordinance.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days following the date of its final passage and adoption at a duly notice public hearing for the second reading of the proposed text repeal and text amendments.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of the State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the 7th day of January 2021, and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the ____ day of January 2021 by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Exhibit A to Attachment 1 Proposed Text Amendments

(Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline)

17.98.020 Definitions of Specialized Terms and Phrases

Personal Services. Establishments providing nonmedical services to individuals as a primary use.

Examples of these uses include:

- barber and beauty shops
- clothing rental
- home electronics and small appliance repair
- dry cleaning pick-up stores with limited equipment
- laundromat (self-service laundries)
- locksmiths
- pet grooming with no boarding
- shoe repair shops
- tailors
- tanning salons
- **tattoo and body piercing/body art services**

These uses may also include accessory retail sales of products related to the services provided.

Personal Services – Restricted. Personal services that may tend to have a blighting and/or deteriorating effect upon surrounding areas and which may need to be dispersed to minimize their adverse impacts.

Examples of these uses include:

- check cashing stores
- fortune tellers
- palm and card readers
- pawnshops
- psychics
- spas and hot tubs for hourly rental
- ~~tattoo and body piercing services~~



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: January 7, 2021

SUBJECT: DISCUSS THE USE OF CDBG-CV CORONAVIRUS RESPONSE FUNDING AND PROVIDE DIRECTION TO STAFF TO AMEND THE ACTION PLAN AND ALL NECESSARY DOCUMENTATION FOR THIS SPECIAL FUNDING TO SUBMIT TO HUD, AND AUTHORIZE THE CITY FINANCE DIRECTOR TO MAKE THE NECESSARY FINANCIAL TRANSACTIONS

RECOMMENDATION

The City has been granted \$339,767 in supplemental CDBG-CV grant funding to prevent, prepare for, and respond to coronavirus. It is recommended that the Council give direction to staff to prepare and submit the plan to HUD for the use of the funds, and authorize the City Finance Director to make the necessary transactions.

BACKGROUND

HUD initially granted CDBG-CV funds in the amount of \$199,874, which financed over 5 months of food distribution, as directed by Council, and in partnership with the Food Bank for Monterey County. The City of Seaside then received a second CDBG-CV award in the amount of \$339,767. Public participation regarding the second award included: an online survey, a Planning Commission public discussion, and a public discussion at Council. The online survey had 38 responses and was available for 16 days. Responses indicate food distribution is the most popular use for the funds. Next most popular items, in order, were: COVID testing, mask distribution, partnering with a vaccine provider, rental assistance and then other. Over 93% of respondents agree or strongly agree that food distribution should continue.

The public discussion at Planning Commission included topics such as partnering with a vaccine provider, testing availability adequacy, as well as food distribution. The Planning Commission discussion concluded that continuing food distribution would be of great

benefit to the community.

The Council discussion agreed that food distribution is worth continuing. The Council also recommended adding rental assistance to consideration for the second CDBG-CV award.

Based on the public participation, staff recommends consideration of splitting the CDBG-CV funds between food distribution and rental assistance, with the following amounts.

\$339,767 total award

- \$2,000 admin fee
- \$100,000 rental assistance
- \$237,767 for food distribution

FISCAL IMPACT

No fiscal impact on the General Fund.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Ben Nurse, Housing Program Manager

DATE: January 7, 2021

**SUBJECT: ADOPT A RESOLUTION TO REJECT BIDS AND DIRECT STAFF TO
RE-ADVERTISE THE ACCESSORY DWELLING UNIT (ADU)
DEMONSTRATION PROJECT AND TO RELOCATE THE PROJECT
TO 956 HILBY AVENUE**

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to reject bids and direct staff to re-advertise the work associated with the Accessory Dwelling Unit (ADU) Demonstration Project (the "Project") and to relocate the Project to 956 Hilby Avenue.

BACKGROUND

To promote ADUs, the City Council approved an ADU Demonstration Project that will include two detached ADUs, one site-built and one manufactured that will be used as model homes the public can visit to get a sense of how it may feel to occupy an ADU and demonstrate different design types. These two models were to be built on the rear of the lots at 1372 and 1380 Canyon Del Rey Blvd in Seaside, which are owned by the City.

The ADU Demonstration Project was divided into two request for proposals (RFPs): 1) to renovate the two existing houses at 1372 and 1380 Canyon Del Rey and to construct the site-built ADU behind 1380 Canyon Del Rey, 2) to design and install one manufactured ADU behind 1372 Canyon Del Rey. The first RFP was released for construction bids on November 10, 2020. The City received one bid from Avila Construction on December 16, 2020. The bid is for \$1,237,296.00, which includes \$791,508 to renovate the front two houses and \$444,244 to construct the site-built ADU.

The second RFP was released for manufacturers bids on November 19, 2020. The City

received five bids from modular home manufacturers on December 18, 2020 (see Abstract of Bids).

The remodeling of the two front houses is not the main focus of the overall Project, but it adds the most cost to the bid received from Avila Construction. Staff investigated the option of replacing the two front units with pre-fab buildings, and asked the bidders who submitted proposals for the manufactured ADU RFP to submit rough estimates to replace the front units with pre-fab homes. Comparison of the received estimates to Avila Construction's renovation bid shows the City could potentially save between \$251,188 and \$416,188 by replacing the front houses with modular homes instead of renovating them. Essentially, it would cost more to rehabilitate the existing units than to install new energy efficient manufactured homes on the sites.

When the ADU Demonstration Project was originally conceived in 2019, the Canyon Del Rey site was considered an optimum location for the project. However, the City purchased 956 Hilby Avenue on July 10, 2020 due to its strategic location close to the Oldemeyer Center. The site is a 7,405 SF lot with a 2 bedroom, 1 bath structure. It is zoned medium density residential, which allows fifteen (15) units per acre or about three (3) units for the particular size of this lot.

The City now has the opportunity to relocate the ADU Demonstration Project to the rear of 956 Hilby Ave. This would allow the City to contemplate adding additional housing on the 1372 and 1380 Canyon Del Rey and the adjacent, vacant City-owned site.

Staff initially considered awarding the contract to Avila Construction for the site-built ADU and renovation portion of the Project, but determined it would not be financially prudent and thus not in the City's best interest. Staff determined it would be best to re-advertise the ADU Demonstration Project as two new RFPs: 1) to construct the site-built ADU, 2) to design and deliver one pre-manufactured ADU, and to relocate the Project to 956 Hilby Avenue. The bids would be due three (3) weeks after the RFPs are advertised.

FISCAL IMPACT

Additional staff time will be required to re-advertise the ADU Demonstration Project.

ATTACHMENTS

1. ADU Demonstration Project_Bid_Abstract_12-23-2020
2. ADU Demo Bid Comparison_12-22-2020
3. 1372 & 1380 Canyon Del Rey_Reject Bids & Re-bid_Resolution for 1-7-2021

Reviewed for Submission to the City Council by:



Craig Malin, City Manager



ABSTRACT OF BIDS

Project Name: ADU Demonstration Project

Location: 1372 & 1380 Canyon Del Rey Blvd, Seaside

Bid Date: 11/10/2020 & 11/19/2020

Bidder	RANK	Base Bid Amount	Total of Base Bid +/- Alts.	Subs Listed	Bidder's Bond Attached	Small Business	Local Business
Part 1: Site-Built ADU & Renovate Two Existing Houses							
Avila Construction Company		\$1,237,296.00	N/A	Y	Y		Y
Part 2: Design & Install One Pre-Fab ADU							
R3		\$122,125.00					
BAU Modular		\$120,011.00					
Joy Line Homes		\$104,162.00					
Barrier 360 Structures, LLC		\$115,952.52					
Black & Veatch, Inc.		\$128,100.00					

I certify that this is a true tabulation of bids received.

Comparison of Avila Construction Bid with Pre-Fab Front Houses Option

1372 & 1380 Canyon Del Rey Remodel & ADU Demonstration Project

Item	Remodel 2 Front Units Avila Construction	2 Front Units as Pre-Fab Homes			Site Built ADU, Pre-Approved Plans Avila Construction	Pre-Fab ADU Site Work Avila Construction
		Barrier 360	Joy Line	R3		
Pre-fab Home		\$ 480,000.00	\$ 242,000.00	\$ 191,000.00		
Shipping			\$ 13,000.00			
Install			\$ 30,000.00			
Demo & Haz Mat	\$ 26,000.00		\$ 30,000.00	\$ 33,000.00		
Earthwork; Concrete, Foundation	\$ 110,000.00	\$ 60,320.00	\$ 60,320.00	\$ 73,200.00		
Fencing	\$ 20,000.00					
Landscape	\$ 47,000.00					
Rough Carpentry & Window Installation	\$ 78,000.00					
Insulation	\$ 8,000.00					
Roofing, Gutters Downspouts, Solar/PV	\$ 98,000.00					
Doors & Frames; Finish Carpentry	\$ 43,000.00					
Stucco	\$ 28,000.00					
Drywall	\$ 42,000.00					
Ceramic Tile	\$ 23,000.00					
Solid Surface Counters & Cabinet Installation	\$ 27,000.00					
Floor covering	\$ 8,000.00					
Painting	\$ 35,000.00					
Plumbing; Shower/ Tub Surrounds	\$ 66,000.00					
HVAC	\$ 30,000.00					
Electrical	\$ 74,000.00					
Project Management	\$ 28,508.00					
Contingency				\$ 29,720.00		
Soft Costs Est.				\$ 80,000.00		
	\$ 791,508.00	\$ 540,320.00	\$ 375,320.00	\$ 406,920.00	\$ 444,224.00	\$ 1,564.00
	Savings Compared to Avila	\$ (251,188.00)	\$ (416,188.00)	\$ (384,588.00)		
Remodel Front Units						
1380 Canyon Del Rey	\$ 404,806.00					
1372 Canyon Del Rey	\$ 386,702.00					
	\$ 791,508.00					
Avila ADU Demo Total	\$ 1,237,296.00					

RESOLUTION NO 20__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REJECT BIDS AND DIRECT STAFF TO RE-ADVERTISE THE ACCESSORY DWELLING UNIT (ADU) DEMONSTRATION PROJECT AND TO RELOCATE THE PROJECT TO 956 HILBY AVENUE

WHEREAS, the Accessory Dwelling Unit (ADU) Demonstration Project is part of the City's efforts to promote ADUs throughout the City; and

WHEREAS, a request for proposals was duly advertised on November 10, 2020, on which the sole bid received was from Avila Construction December 16, 2020 for the renovation of the two existing houses and the construction of a site-built ADU, and the bid amount for renovating the existing houses exceeds the City's available budget for the project; and

WHEREAS, a request for proposals for manufacturers bids was duly advertised on November 19, 2020, and the City received five bids from modular home manufacturers on December 18, 2020, namely R3, BAU Modular, Joy Line Homes, Barrier 360 Structures, LLC, and Black & Veatch, Inc.; and

WHEREAS, staff have evaluated the bids received and determined it to be in the City's best interest to re-advertise the project; and

WHEREAS, the City purchased 956 Hilby Avenue on July 10, 2020 after authorizing the ADU Demonstration Project, and desires to relocate the Project to this location; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Seaside that the bids from Avila Construction, R3, BAU Modular, Joy Line Homes, Barrier 360 Structures, LLC, and Black & Veatch, Inc. are rejected, and the City Manager is authorized to re-bid the Accessory Dwelling Unit (ADU) Demonstration Project and to relocate the Project to 956 Hilby Avenue.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of January 2021 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

APPROVED

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk